

APNS:

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WHEN RECORDED RETURN TO:

Summit Village Homeowners Association

P.O. Box 4677

Stateline, NV 89449

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SECOND AMENDED AND RESTATED  
 DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
 AND RESERVATION OF EASEMENTS  
 FOR  
 SUMMIT VILLAGE HOMEOWNERS' ASSOCIATION

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I, the undersigned, hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.038)



Donna A. Zanetti, Esq.

Signature

Print Name

Title

**APN(s):** 1319-19-611-001,1319-19-611-004, 1319-19-611-005, 1319-19-611-006  
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**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SUMMIT VILLAGE**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATIONS OF EASEMENTS OF SUMMIT VILLAGE ASSOCIATION is made as of this 23rd day of May 2024 by Summit Village, Inc, a Nevada non-profit corporation (“Association”).

**RECITALS**

WHEREAS, Kingsbury Alpine Village, a limited partnership (“Declarant”) was the owner of that certain real property located in the County of Douglas State of Nevada described in **Exhibit A** of this Declaration (“Property”); and

WHEREAS, on October 14, 1968 Declarant recorded the Declaration of Covenants, Conditions and Restrictions in the Office of the Douglas County Recorder as Document No. 42593 (“Original Declaration”) for the purpose of creating lots for individual ownership and common areas to be maintained and owned by an association comprised of owners of property within the subdivision;

WHEREAS, on July 15, 1976, Declarant recorded an amendment to the Original Declaration in the Office of the Douglas County Recorder as Document No. 01723 (“First Amendment”) amending certain covenants pertaining to assessments;

WHEREAS, on February 7, 1990, the Association recorded an Amended Declaration of Covenants, Conditions and Restrictions for Summit Village, Inc. in the Office of the Douglas County Recorder as Document No. 219698 (“Amended Declaration”);

WHEREAS, on January 1, 1991, Nevada’s Uniform Common Interest Ownership Act, NRS 116 became effective and applicable to the Property except that pursuant to NRS 116.1201(3)(b) a common-interest community created before January 1, 1992, is not required to comply with the provisions of NRS 116.2101 to 116.2122, inclusive;

WHEREAS, the Property is a “planned community” as defined in NRS 116.075, originally consisting of Lots, each of which could be further subdivided up to the density permitted by Douglas County, created to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the Lots in the common-interest community pursuant to the provisions of the Act, as hereinafter defined; and

WHEREAS, Article XIV, Section 14.1 of the Amended Declaration provides that the Declaration may be amended by the affirmative vote of a majority of the Members and at least a majority of the Members having voted in favor of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (“Declaration”);

NOW, THEREFORE, the Association hereby declares that all of the Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the limitations, restrictions, reservations, rights, easements, conditions, and covenants contained in this Declaration, all of which are declared and agreed to be in furtherance of a plan for the

protection, maintenance, improvement, and sale of the Property and for the purpose of enhancing the value, desirability and attractiveness of the Property. All provisions of this Declaration, including, without limitation, the easements, uses, obligations, covenants, conditions, and restrictions hereof, are hereby imposed as equitable servitudes upon the Property. All of the limitations, restrictions, reservations, rights, easements, conditions and covenants herein shall run with and burden the Property and shall be binding on and for the benefit of all of the Property and all Persons, as hereinafter defined, having or acquiring any right, title, or interest in the Property, or any part thereof, and their successors in interest and assigns. This Declaration shall supersede the Original Declaration, the First Amendment and the Amended Declaration.

#### **ARTICLE 1: DEFINITIONS**

**1.01 Act.** “Act” shall mean and refer to the State of Nevada’s Uniform Common Interest Ownership Act, codified in NRS Chapter 116, as it may be amended from time to time, or any portion or provision thereof.

**1.02 Allocated Interests.** “Allocated Interests” shall mean the fraction or percentage of the Common Expenses and ownership interest and the portion of the votes in the Association allocated to each Lot or Unit as set forth in this Declaration.

**1.03 Architectural Committee.** “Architectural Committee” or “AC” shall mean the committee that is appointed or that may be appointed to review written requests from Owners pertaining to additions, alterations, or Improvements that an Owner wishes to construct on the Property.

**1.04 Architectural Guidelines.** “Architectural Guidelines” shall mean the Rules developed by the Architectural Committee, if appointed, and approved by the Board of Directors.

**1.05 Articles of Incorporation or Articles.** “Articles of Incorporation” or “Articles” shall mean the articles of incorporation of the Association, as they may be amended from time to time.

**1.06 Assessment.** “Assessment” shall mean Capital Improvement Assessments, Annual Assessments, Enforcement Assessments and Special Assessments or other assessments that may be charged against each Owner and Owner’s Lot or Unit in accordance with the provisions of this Declaration or the Act.

**1.07 Assessment, Capital Improvement.** “Capital Improvement Assessment” shall mean a charge against each Owner and the Owner’s Lot or Unit representing a portion of the costs to the Association for installation or construction of any new Improvements on any portion of the Common Elements which the Board may from time to time authorize, pursuant to this Declaration.

**1.08 Assessment, Annual.** “Annual Assessment” shall mean the annual charge against each Owner and the Owner’s Lot or Unit, representing a portion of the total, ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Common Elements or any Improvements thereon or other Common Expenses, which are to be paid by each Owner to

the Association as provided in this Declaration, or as otherwise authorized by the Act or the Governing Documents.

**1.09 Assessment, Enforcement.** “Enforcement Assessment” shall mean a charge against a particular Owner and the Owner’s Lot or Unit, directly attributable to or reimbursable by the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration (including, if applicable, the amount of any deductible payable in connection with an insured loss), or levied by the Board as a reasonable fine or penalty for non-compliance with the restrictions contained in this Declaration, plus interest and other charges, including but not limited to certain attorneys’ fees and costs of collection, imposed as authorized by the Act or this Declaration.

**1.10 Assessment, Reserve.** “Reserve Assessment” shall mean that Assessment which the Board is authorized to levy without Membership approval pursuant to NRS 116.3115(2) as it may from time to time be amended.

**1.11 Assessment, Special.** “Special Assessment” shall mean a charge assessed against all Owners or a subset of Owners and their Lots or Units for unforeseen or emergency expenditures, plus interest and other charges on such Special Assessment imposed as authorized by the Act or this Declaration.

**1.12 Association.** “Association” shall mean Summit Village, Inc, a Nevada nonprofit corporation, organized under NRS Chapter 82 as the association of Owners pursuant to the Act.

**1.13 Association Property.** “Association Property” means all the real property owned from time-to time, in fee title by the Association as shown on **Exhibit B**.

**1.14 Board of Directors or Board.** “Board of Directors” or “Board” shall mean the board of directors of the Association.

**1.15 Budget.** “Budget” shall mean the written, itemized budget for the daily operation of the Association and for the establishment of adequate reserves adopted by the Board on an annual basis.

**1.16 Business Day.** “Business Day” shall mean a Monday, Tuesday, Wednesday, Thursday, or Friday, 9 am – 5 pm, on which banking institutions are open for business in Douglas County, Nevada.

**1.17 Bylaws.** “Bylaws” shall mean the Bylaws for Summit Village, as they may be amended from time to time.

**1.18 Commercial Vehicle.** “Commercial Vehicle” shall mean any dump truck, cement mixer truck, delivery truck, oil or gas truck, or any other vehicle that meets at least two (2) of the following (not to include Recreational Vehicles):

- (a) Such vehicle is designed, maintained or used primarily for the transportation of property or passengers in furtherance of any commercial purpose. For purposes of this

Section, “commercial purpose” shall mean any task in furtherance of a business enterprise that is required to hold a business licenses issued by pertinent government authorities;

- (b) Such vehicle weighs over Eight Thousand Five Hundred (8,500) pounds gross when unloaded;
- (c) Such vehicle bears commercial insignia, names or other common indicia indicating that the vehicle is used for commercial purposes; or
- (d) Such vehicle is larger than a nineteen-foot (19') foot van or a three-quarter (3/4) ton pickup truck.
- (e) As new vehicle types are produced, the Board shall have the authority to identify new vehicles as Commercial Vehicles by Rule and the definition of such vehicles shall be so expanded.

**1.19 Common Elements.** “Common Elements” shall have the meaning ascribed to such term in NRS 116.017. In the case of a planned community, Common Elements mean any real estate within the planned community owned or leased by the Association, other than a Lot or Unit and any other interests in real estate for the benefit of the Owners which are subject to the Declaration. The Common Elements include, but may not be limited to, the open space, certain roads and parking areas not maintained by the GID, Improvements located on the Common Elements including the Association’s certain drainage facilities, the on-site office, signage, certain retaining walls and certain stairways deemed to benefit the Association as a whole and not a subset of Lots and their Owners.

**1.20 Common Expenses.** “Common Expenses” shall have the meaning ascribed to such term in NRS 116.019 and shall include those expenses for which the Association is responsible under this Declaration, including, but not limited to, the actual and estimated costs of:

- (a) Expenses declared to be Common Expenses under the Governing Documents or the Act;
- (b) Expenses agreed upon as Common Expenses by the Members of the Association by majority vote of the Owners;
- (c) Allocation for reserves established by the Association for repair, replacement and restoration of the major components of the Common Elements pursuant to the Act;
- (d) Expenses, fees, and other charges imposed upon the Association by any governmental entity because the Property is a common interest community pursuant to the Act;
- (e) Costs of management and administration of the Association, including but not limited to compensation paid to Managers, accountants, attorneys, agents and employees;

- (f) Costs of maintenance and upkeep for the Common Elements;
- (g) Costs of professional service fees to assist with design review;
- (h) Costs of fire, casualty, and property insurance, liability insurance, crime insurance, workers compensation insurance, directors and officers insurance, and other insurance covering the Common Elements and/or Association operations, or as required by the Act;
- (i) Taxes paid by the Association;
- (j) Any unpaid Assessments or any unpaid share of Common Expenses extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure;
- (k) Amounts paid by the Association for the discharge of any lien or encumbrance against the Common Elements;
- (l) Any litigation or administrative procedure to which the Association is a party and any judgments against the Association;
- (m) Any commonly metered utilities or other charges and any master or bulk service contracts (if any);
- (n) Any lease payments required under leases for equipment, supplies, and the like, if the same are leased by the Association rather than being owned by it; and
- (o) The costs of any other item or items incurred by Association in connection with the Common Elements, for the benefit of the Owners.

**1.21 Community.** "Community" shall mean the Summit Village community and the Property and Improvements thereupon as may be annexed and made part of the Property from time to time.

**1.22 Community Maintenance Standard.** "Community Maintenance Standard" shall mean the standards adopted by the Board for the maintenance and upkeep of the Common Elements, the Lots and the Units.

**1.23 County.** "County" shall mean Douglas County, Nevada and its various departments, divisions, employees and representatives.

**1.24 Declaration.** "Declaration" shall mean this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Summit Village Recorded in the Office of the County Recorder, Douglas County, Nevada, as may be amended from time to time.

**1.25 Driveway.** "Driveway" shall mean that Improvement which provides access to and/or parking for a Unit. A Driveway may be located partially on the Common Elements with the prior approval of the Board and a recorded easement agreement between the Association and the Unit Owner. An Owner may also be required to obtain approval from Nevada Department of Transportation, Douglas County, and/or the GID for a Driveway opening onto a public street.

**1.26 Eligible Mortgagee.** “Eligible Mortgagee” shall mean the holder of a First Security Interest in a Lot, which has notified the Association in writing of its name and address and that it holds a First Security Interest in a Lot, has provided the Association with the Lot number and address of the Lot on which it is the holder of a First Security Interest, and has requested that the Eligible Mortgagee be given the notices and other rights described in this Declaration.

**1.27 Emergency.** “Emergency” means any situation, condition or event which threatens substantial imminent damage or injury to Person or Property. Notwithstanding the foregoing, when used in the context of a Board or Membership meeting, the term “emergency” shall have the definition prescribed in the Act.

**1.28 Family.** “Family” shall mean one or more natural Persons related to each other by blood, marriage or adoption, or one or more natural Persons not all so related, but who maintain a common single housekeeping unit within a Unit in its entirety.

**1.29 Final Map.** “Final Map” shall mean the Final Maps of Summit Village and the individual parcels therein, Recorded in the Official Records Douglas County Nevada, as set forth in **Exhibit C** as those maps may be from time to time amended. Pursuant to NRS 116.2113, as amended Parcel Maps are Recorded, the Association may Record an amendment to **Exhibit C**, which is a compilation of duly Recorded Final Maps, without a vote of the Members.

**1.30 First Security Interest.** “First Security Interest” means a Security Interest which has priority under the Laws over all other Security Interests encumbering a specific Lot.

**1.31 Fiscal Year.** “Fiscal Year” shall mean the twelve (12) month period used by the Association for preparing its annual financial reports. Unless otherwise specified by the Board of Directors, the Fiscal Year for the Association shall commence on July 1st and end on June 30th.

**1.32 General Improvement District or GID.** “General Improvement District” or “GID” shall mean and refer to the Kingsbury General Improvement District or its successor, an entity established pursuant to NRS 318 and granted the power to provide certain services and/or infrastructure improvements to a specific geographic area known as a district and to levy and collect charges for such services and/or improvements upon the real property located within the district.

**1.33 Governing Documents.** “Governing Documents” shall mean this Declaration, the Articles, the Bylaws, any Rules, Architectural Guidelines or any other document governing the operation of the Association that may be adopted or approved by the Board, as they may be amended from time to time, including any exhibits, schedules or certifications attached thereto.

**1.34 Improvements.** “Improvements” shall mean as applicable: (a) all buildings and structures and appurtenances thereto of every type and kind, including without limitation, Units and other buildings, outbuildings, walkways, trails, utility installations, swimming pools and other recreational facilities, garages, roads, sidewalks, Driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, patio and balcony covers, stairs, decks, balconies, trellises, landscaping, irrigation systems, hedges, slopes, windbreaks, the exterior surfaces of any

visible structure, paintings, planted trees and shrubs, antennae, poles, signs, solar or wind powered energy systems or equipment, and water softener, heater or air conditioning and heating fixtures or equipment; (b) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; landscaping, planting, clearing or removing of trees, shrubs, grass or plants; and (c) change or alteration of any previously installed Improvement including any change of exterior appearance color or texture. None of the foregoing shall expressly or impliedly authorize the construction of any of the specified types of Improvements in the Community or constitute an express or implied representation that such Improvements shall exist or be constructed.

**1.35 Invitee.** “Invitee” shall mean a tenant, guest, contractor, occupant, employee, family member, agent, or any other Person on the Property at the request of, with the consent or approval of, or for the benefit of the Owner.

**1.36 Law.** “Law” means any statutes, regulations, case law, and other legal authority to which the Property or any Person or Owner may be subject including but not limited to Federal, State, County, TRPA and GID laws, regulations, or ordinances.

**1.37 Lot.** “Lot” shall mean the real property within the Property, excluding the Common Elements, shown on a Final Map as individually numbered separate legal parcels, and including any Unit and any other Improvements erected, constructed, or located thereon. The boundaries of each Lot created by this Declaration are the Lot dimensions and location as depicted on the Final Map. A Lot may be vacant or it may be improved with one or more Units, as determined by the maximum approved density for such Lot as shown on **Exhibit D**, as it may from time to time be amended, or as otherwise approved by Douglas County and the Board.

**1.38 Manager.** “Manager” shall mean a Person, firm or corporation possessing all pertinent licenses and certifications required to engage in management work on the Association’s behalf, including all permits and/or certifications required by NRS 116A, as may be amended from time to time.

**1.39 Member.** “Member” shall mean a Person entitled to membership in the Association as provided in the Governing Documents.

**1.40 Membership.** “Membership” shall mean the Members of the Association.

**1.41 Notice and Hearing.** “Notice and Hearing” shall mean written notice and a hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner’s expense, in the manner provided in the Act.

**1.42 NRS.** “NRS” shall mean the Nevada Revised Statutes, as it may be amended from time to time. Any reference to any particular section of the NRS shall be deemed to include that section of the NRS, as well as any amendment and any successor statute.

**1.43 Owner.** "Owner" shall mean the Person who owns a Lot, as evidenced by a deed, but does not include a Person merely having a Security Interest in a Lot.

**1.44 Person.** "Person" shall include a natural individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency or other legal or commercial entity.

**1.45 Property.** "Property" shall refer to the Property as a whole, including the Lots and the Common Elements, which are subject to this Declaration, as defined in the Recitals and **Exhibit A**.

**1.46 Record, Recording, Recorded, or Recordation.** "Record," "Recording," "Recorded," or "Recordation" (including any derivation or tense thereof), unless otherwise specifically provided, shall mean or signify to file or have filed with the Official Records, Douglas County, Nevada.

**1.47 Recreational Vehicle.** "Recreational Vehicle" shall mean a vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. The term Recreational Vehicle includes, but is not limited to, travel trailers, pick-up campers, camping trailers, motor coach homes, converted trucks or buses, boats and boat trailers, snowmobiles, utility and all-terrain vehicles, any electric scooter, camper and/or house car, watercraft, jet ski, canoe, kayak or boat, animal trailer, toy hauler, dune buggy, or aircraft, or any other vehicle that is ordinarily used for purposes other than ordinary commuting. As new vehicle types are produced, the Board shall have the authority to identify new vehicles as Recreational Vehicles by Rule and the definition of such vehicles shall be so expanded.

**1.48 Rules.** "Rules" shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration and the Bylaws.

**1.49 Security Interest.** "Security Interest" shall mean an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien on a Lot created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, or any other consensual lien or title retention contract intended as security for any obligation.

**1.50 Single Family Dwelling.** "Single Family Dwelling" shall mean any area within the Unit which contains a bathroom, sleeping area, a separate entrance, and the means to lock off/segregate that area from another dwelling area and which may also contain living and eating facilities. The use of each Unit is restricted to that of one Single-Family Dwelling. For the purpose of this Declaration, other definitions including but not limited to Douglas County or TRPA ordinances shall not be applicable in determining whether an area constitutes a Single-Family Dwelling.

**1.51 Sub-Association.** "Sub-Association" shall mean any entity organized and established by the Owner of a Lot within the Property for the purpose of governing a common-interest



community on such Owner's Lot. Owners of Units within a Sub-Association are subject to the Association's Governing Documents, as well as the governing documents of the Sub-Association. Similarly, Owners in a Sub-Association are obligated to pay Assessments to Summit Village and may also be obligated to pay Assessments to the Sub-Association.

**1.52 Supplemental Declaration.** "Supplemental Declaration" shall mean those certain declarations of covenants, conditions and restrictions, or similar instruments, which may be Recorded by the Declarant, by the Association or by an Owner to do any or all of the following: (a) annex property and/or designate Lots; (b) identify areas referenced in this Declaration to be maintained by the Association and/or make modifications or supplements to any areas designated for maintenance by the Association or any Owner; (c) create sub-associations; (d) impose additional covenants and restrictions on certain Property; (e) conform this Declaration or any previously Recorded Supplemental Declarations to Law or any conditions of approval imposed by any governmental agency; or (f) make corrections to the provisions of this Declaration or previously Recorded Supplemental Declaration(s). Some of these acts may be subject to the approval of the Members or a subset of the Members.

**1.53 Tahoe Regional Planning Agency.** "Tahoe Regional Planning Agency" or "TRPA" means the bi-state regional planning agency created by Public Law 96-551 (1980), which regulates, among other things, development and water quality in the Lake Tahoe area.

**1.54 Unit.** "Unit" shall mean a physical portion of the common-interest community designated for separate ownership and/or occupancy. The Unit includes all areas within a building's physical structure and shall provide shared living space for no more than one Family. All Units must be approved by Douglas County Planning Department and the Association, be assigned a 911 address and display that address on the Unit, in accordance with Douglas County Ordinances and the Governing Documents. The number of Units on a Lot must correspond to one of the following (a) a Final Map which, for a particular Lot, would include no more Units than the number of Units shown on **Exhibit D** for the Lot, as it may from time to time be amended; (b) a recorded parcel map subdividing a Lot coupled with approval by Douglas County and the Association for the number of Units constructed on the subdivided Lot; or (c) a recorded condominium map which depicts the number of Units within the condominium. For the purpose of this Declaration, other definitions, including but not limited to those used by Douglas County or TRPA ordinances shall not be applicable in determining whether a living space constitutes a Unit.

## **ARTICLE 2: THE ASSOCIATION; MEMBERSHIP RIGHTS AND OBLIGATIONS**

**2.01 Duties and Powers of the Association.** The Association is charged with the duties and vested with all the powers prescribed by the Act and by Law, including the applicable non-profit corporation statute, and as set forth in the Governing Documents. Except as specifically provided in the Act or this Declaration, the Board acts on behalf of the Association. None of the Governing Documents shall, for any reason, be amended or otherwise changed to be inconsistent with this

Declaration. The Association may assign its future income, including its right to receive Annual Assessments, with the approval of a majority of Owners.

**2.02 Sub-Associations or Lots Subject to Additional Restrictions.** Within the Property are Sub-Associations, such as condominiums, and Lots which are subject to additional covenants, conditions and restrictions not imposed by Summit Village or its Declarant (“Additional CC&Rs”). The Association is not responsible for disclosing, administering, or enforcing any Additional CC&Rs which may encumber a Lot. The Association does not collect any Assessments, fees or charges which may be owed under any Additional CC&Rs. In the event of a conflict between this Declaration and any Additional CC&Rs, this Declaration shall control.

**2.03 Professional Services.** The Board, on behalf of the Association, may contract with one or more Managers, experts, and providers of professional services to advise the Board and/or conduct certain activities on behalf of the Association, as may be determined by the Board. Each contract with a Manager shall provide for the termination by the Association without cause and without payment of a termination fee upon at least thirty (30) days’ written notice to the Manager.

**2.04 Membership in the Association.** Ownership of a Lot or Unit shall be the sole qualification for Membership in the Association. Every Owner, upon becoming the Owner of a Lot or a Unit, shall automatically become a Member of the Association and shall remain a Member in the Association until such Person is no longer an Owner, at which time such Membership shall automatically cease. The rights, duties, privileges and obligations of all Owners shall be as provided in the Governing Documents.

**2.05 No Separate Conveyance.** The interest of each Owner in the use and benefit of the Association Property shall be appurtenant to the Lot or Unit owned by the Owner. No Lot or Unit shall be conveyed by the Owner separately from the right to use the Association Property. Any conveyance of any Lot or Unit shall automatically transfer the interest in the Owner’s right to use the Association Property as provided in this Declaration without the necessity of express reference in the instrument of conveyance.

**2.06 Transfer of Membership.** No Membership shall be transferred, pledged or alienated in any way, except upon the transfer of a Lot or Unit, and then only to the transferee. A prohibited transfer is void and will not be reflected upon the books and records of the Association. Each Owner is responsible for notifying the Association in writing promptly upon close of escrow or transfer that he or she is no longer a Member. If the Owner fails or refuses to transfer Membership to the purchaser of the Lot or Unit upon close of escrow, the Board shall have the right to record the transfer upon the books of the Association. Until satisfactory evidence of such transfer has been presented to the Board, the purchaser shall not be entitled to vote. The Association may levy a reasonable transfer fee against a purchaser and his or her Lot or Unit (which fee shall be added to the Annual Assessment chargeable to such purchaser) to reimburse the Association for the administrative cost of transferring the Membership to the purchaser on the records of the Association pursuant to the Act.

**2.07 Owner is Responsible For Maintaining Current Contact Information in the Association's Records: Email is the Default Method for Notice.** Within ten (10) days after the transfer of Ownership of a Lot or Unit, the new Owner shall notify the Association in writing of such transfer on a form provided by the Association. Each Owner shall provide his or her contact information annually in a manner determined by the Association. Required information may include, but is not limited to, name, telephone, email, mailing address and make/model/license plate number of any vehicle which the Owner may use within the Community and the primary planned use of the Unit. An Owner is also responsible for providing such information for each Person occupying the Owner's Unit (other than a transient commercial use tenant as that term is defined in Article 5, Section 5.12) within ten (10) days of the start of occupancy. If contact information changes between annual updates, each Owner is solely responsible for updating such contact information with the Association. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association shall be deemed to be duly made and given to the Owner if duly and timely made and given to the last Person listed as the Owner or to the last address or email address provided in writing by the Owner as reflected in the books and records of the Association. If an Owner provides the Association with an email address, the email address shall be deemed the default method of providing notice unless the Act requires notice by another method or the Owner notifies the Association in writing that email may no longer be used as the default method of providing notice.

**2.08 Delegation of Rights.** An Owner who has entered into an executory contract to sell a Lot or Unit shall be entitled to delegate to the prospective purchaser the Membership rights in the Association to vote and use the Common Elements appurtenant to such Lot or Unit. An Owner who leases a Unit shall be deemed to have delegated the Owner's right to use and enjoy the Common Elements to his lessee. However, such delegation of rights does not relieve the Owner of his or her responsibility to pay all Assessments, fines and other charges levied against the Lot or Unit or the Owner pursuant to this Declaration or the Act. Any Owner who has so delegated his rights shall not be entitled to the use and enjoyment of any Common Elements including any parking, trash dumpsters, or recreational facilities for so long as the delegation shall remain in effect other than such access rights as are directly related to the Owner's rights and duties as landlord.

**2.09 Compliance with the Governing Documents.** All Owners and Invitees of Lots or Units shall comply with the Governing Documents. The acceptance of a deed or the exercise of any incident of ownership, or the entering into of a lease, or the occupancy of a Unit constitutes agreement that the provisions of the Governing Documents are accepted and ratified by that Owner or Invitee. All provisions of the Governing Documents that are Recorded are covenants running with the land and shall bind any Persons having at any time any interest or estate in any Lot or Unit.

**2.10 Responsibility for Violations.** An Owner is responsible for the actions and conduct of his or her Invitees. The Owner may be subject to Assessments, fines and penalties in accordance

with the Act and the Governing Documents for violations committed by an Owner or his or her Invitees by acceptance of a deed to the Lot or Unit, the Owner agrees to be so bound.

**2.11 Resale Disclosures; Inspection Prior to Sale of a Lot or Unit.** Pursuant to the Act, each Owner is responsible for providing a resale disclosure to his/her potential purchaser. In connection with the resale of a Lot or Unit, the Association may elect to inspect the Lot and its Unit(s) and issue a notice specifying any alleged violations of the Governing Documents pursuant to the Act.

**2.12 Enforcement.** The Association or an Owner shall have the right to enforce by any proceedings at law or in equity, each covenant, condition, restriction and reservation now or hereafter imposed by the provisions of the Governing Documents. Failure by the Association or an Owner to enforce any covenant, condition, restriction or reservation contained herein shall not be deemed a waiver or the right to do so thereafter.

(a) In the event the Association or Owner shall commence litigation or arbitration to enforce any of the covenants, conditions, restrictions or reservations contained in the Governing Documents, the prevailing party in such litigation or arbitration shall be entitled to costs of suit and such attorney's fees as the Court or arbitrator may adjudge reasonable and proper.

(b) In accordance with the Act, in the event that the Association does not institute litigation or arbitration proceedings for the enforcement of the Governing Documents but retains counsel or otherwise incurs expenses to enforce a violation of the Governing Documents, any attorneys' fees incurred by the Association for such enforcement shall be paid for by the Person responsible for the claimed violation of the Governing Documents.

**2.13 Ownership and Use of the Common Elements.** The Common Elements shall be all the Property owned by the Association in fee simple, and all the Property over which the Association holds easement or other property rights. The Common Elements shall be held for the use, enjoyment, and convenience of the Owners and shall include all portions of the Property. Each Lot and its Owner(s) shall have an easement over all of the Common Elements, and such easement of use and enjoyment is hereby granted, transferred, and conveyed to all Owners by the Association for the benefit of the Lots, the Owners, and each of them, and for their respective Invitees, subject to certain restrictions:

(a) The right of the Association to charge reasonable dues, use fees, and other fees for those facilities or amenities for which such fees are normally charged or assessed;

(b) The right of the Association to limit the number of Invitees that may use the Common Elements at any one time, and to limit the use of the Common Elements by Owners, who by leasing their Unit(s), have delegated their right to use the Common Elements to their lessee;

(c) The right of the Association to suspend the rights of an Owner and/or an Owner's Invitees to use the Common Elements, excluding any vehicular or pedestrian ingress or egress to or from a Lot or Unit, and any area used for parking, for (1) any period during which any Assessment against the Owner's Lot remains past due and unpaid; and (2) after Notice and Hearing for any violation of the Governing Documents for a period not to exceed thirty (30) days for each violation, provided however, that, if the violation is continuing, the suspension may continue until the violation is cured;

(d) The right of the Association to require that security deposits be made and deposited with the Association to secure all sums payable to the Association and to guarantee performance of all duties due and owing or to become due and owing to the Association when, in the Board's sole discretion, an Owner's work upon his or her Lot or Unit(s) and/or the Common Elements may impact the Common Elements;

(e) Such rights to use and encumbrances with respect to the Common Elements as may have been granted by the Association to others or that may exist of Record;

(f) The right of the Association to establish reasonable Rules for the operation and use of the Common Elements and the conduct of Persons thereon, and to limit access to portions of the Common Elements for the benefit of, the health, safety and welfare of the Property or any Persons, or in order to comply with the requirements of Law;

(g) The right of the Association to maintain, repair, refurbish, reconstruct, replace or modify Improvements located in the Common Elements, to remove without replacing trees or other vegetation which may be damaging either a Lot or a Unit or the Common Elements, and the right of the Association to close or limit the use of all or a portion of the Common Elements, while maintaining and repairing the same;

(h) The right of the Association, upon (1) the adoption of a resolution by the Board that the present use of Common Elements or a facility thereon is no longer in the best interests of the Owners; and (2) the approval of such resolution by a majority of the Members, to change the use thereof and in connection therewith to construct, reconstruct, alter or change the Improvement to accommodate the new use, provided that such new use is consistent with any deed restrictions, or governmental ordinances or regulations;

(i) The right of the Association to establish with the County, or GID a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association;

(j) The right of the Association to dedicate or transfer all or any part of the Common Element to any GID, public agency, authority or utility or other entity. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast a majority of the voting power of the Membership has been recorded, agreeing to such dedication or transfer. The certificate of the President and the Secretary of the

Association attached to such instrument certifying that the Members signing such instrument represent a majority of the voting power of the Association shall be deemed conclusive proof thereof;

(k) The right of the Association to regulate parking on the Common Elements including but not limited to the designation of (1) “critical parking areas” being areas where the number of Units occupied either year round, seasonally or during holiday periods exceeds the amount of adjacent Common Element parking and the imposition of additional parking restrictions in such critical parking areas; or (2) “no parking” or restricted parking areas; or (3) the assignment and/or re-assignment of parking spaces to particular Lots or Units;

(l) The right of the Association to grant easements and licenses over and upon the Common Elements;

(m) The right of the Association to encumber its interest in the Common Elements; and

(n) The right of the Association to preserve, control, manage and regulate TRPA “coverage” applicable to the Common Elements.

**2.14 Density.** The Douglas County Board of County Commissioners adopted a maximum density for each Lot within the Association on April 21, 1975, specifying the maximum number of Units permitted for each Lot, as shown in **Exhibit D**. An Owner shall not have more Units on a Lot than the maximum density as shown on **Exhibit D**, unless such an increase in density has been approved by Douglas County and evidence of such approval, including where appropriate an amended Final Map, has been provided to the Association. The Association may amend **Exhibit D** from time to time as Douglas County amends the same.

**2.15 Unit, Further Defined.** A Unit is all the living space for one Family contained within an Improvement on a Lot, not to exceed the maximum density approved by Douglas County. Types of Units found in the Community include but are not limited to the Unit types described below. Douglas County may approve other types of Units.

(a) “Condominium Unit” means a Unit in a common-interest community located on a Lot in which Units are designated for separate ownership and the remainder of the real estate is designated for common ownership solely by the owners of those portions. Each Unit has its own APN and may have different Owners. The Owners of Units share an undivided interest in the common area portion of the Lot.

(b) “Duplex” means two Units on one Lot with one APN, both owned by the same Person, each Unit providing a dwelling for one Family.

(c) “Single Family Residence” means one detached dwelling Unit on a Lot with one APN, providing a dwelling for one Family.

(d) “Townhouse” means attached Units, each Unit on a Lot with its own APN. Townhouses may be arranged in traditional rows, a square four-plex, or another formation but each Unit is on a separate Lot. The Units may or may not be owned by the same Person.

(e) “Triplex” means three Units on one Lot with one APN, all owned by the same Person, providing a dwelling for three Families.

**2.16 Voting Rights.** An Owner shall be entitled to one (1) vote for each Unit which may be constructed on a vacant Lot up to a maximum of two (2) for a vacant lot based on Douglas County’s adopted maximum density calculations, as shown on **Exhibit D**, or one (1) vote per Unit existing on a Lot. The total voting power of the Association is the total number of votes allocated to the Lots and Units, less the votes attributable to (a) any Lot or Unit owned by the Association and (b) any Lot or Unit where the Owner’s Membership privileges have been suspended.

### **ARTICLE 3: EASEMENTS AND LICENSES**

**3.01 Easements of Record.** An easement is a non-possessory property interest which gives the easement holder permission to use property belonging to another Person. A license is permission to use property belonging to another Person which may be revoked by the Person granting the license. The Property is presently subject to all easements and licenses of Record, including those shown on the Final Map or otherwise contained herein, which may have some restricting effect on the use of the Common Elements within the Property. Known easements of this sort as of the date of Recordation of the Final Map are referenced on the same. In addition, the Property may be subject to other easements or licenses granted by Declarant or the Association or created under this Declaration.

**3.02 Encroachment Easement.** The Property, and all portions thereof, shall be subject to an easement from the Lot’s or Common Element’s boundaries for the actual extent of encroachments created by construction as designed or constructed by Declarant or approved by the Board and for settling, shifting, and movement of any portion of the Property, except that no such easement is created for an encroachment which is the result of willful or grossly negligent conduct on the part of an Owner, Owner’s Invitee, the Association, or any other Person. A valid easement for said encroachments and for the maintenance thereof shall exist. Such encroachments shall not be considered encumbrances upon any part of the Property.

**3.03 Easement for the Installation and Maintenance of Improvements Benefitting Certain Lots.** Due to the terrain of Summit Village, certain walkways, stairs, Driveways, parking decks, retaining walls, and other Improvements may be located partially or entirely on the Common Elements for the purpose of providing, among other things, parking or support for or access to fewer than all the Lots and their Owners. The Owners of the Lots benefited by these existing and approved Improvements are solely responsible for maintaining these Improvements at the Owner’s sole cost and expense. If the benefiting Owner(s) fails to maintain the Improvement, then after Notice and Hearing, the Board, in its sole discretion, may elect to either remove or

repair that portion of the Improvement located on the Common Elements and charge the benefiting Owner(s) for the cost of the work.

A significant portion of the Property is subject to TRPA limitations on impervious surfaces. Upon recordation of this amendment, no Improvement may be installed on, over, upon or through the Property without the prior written permission of the Board, which may be granted or withheld in its sole discretion.

No approval for an Improvement on the Common Elements will be granted unless the Association and the benefiting Owners enter into a recorded easement and maintenance agreement by which the benefiting Owners, for themselves and their successors and assigns, agree to perpetually maintain the Improvement to the Community Maintenance Standards in consideration of the Association giving its approval for the encroachment on, over, upon or through the Common Elements. Notwithstanding the foregoing, no recorded easement and maintenance agreement will be required for the primary ingress/egress walkway or stairs providing access to a subset of Lots, but as provided above, the benefiting Lot Owners are responsible for maintaining these Improvements, including snow removal.

**3.04 Easement of Support.** For the purpose of this Section, “support” means the right of the land to be naturally upheld by its neighboring land(s) and supported against subsidence, i.e. slippage, cave-in or landslide, and the right of surface land to be supported by the land beneath it against subsidence). Each Lot and the Improvements thereon shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other adjoining Lots, and the Common Elements and any Improvement thereon. Likewise, the Common Elements and the Improvements thereon shall have an easement of support and of necessity in favor of all other Lots adjoining the Common Elements and any Improvements thereon.

**3.05 Association Easement.** The Association shall have an easement over the Common Elements for performing its duties and exercising its powers described in this Declaration. In addition, the Association shall have an easement over each Lot, but not within a Unit, for the purpose of maintaining or repairing the Common Elements, including any portion of the Common Elements that may encroach upon a Lot.

**3.06 Member’s Easement in the Common Elements.** Subject to the provisions of this Declaration, including Section 2.13 above, every Owner shall have a non-exclusive easement of access, ingress, egress, use and enjoyment of, in and to the Common Element.

**3.07 Easement for Drainage and Runoff.** No Owner may add to the impervious surface on the Common Elements without the prior written approval of the Board. Each Lot shall have an easement for drainage through the established drainage pipes and facilities and an easement for runoff of surface water on, over, through and across the other Lots and the Common Elements. No planting or other material or structure (including patios or other hardscape) shall be constructed, altered, placed or permitted to remain upon a Lot which may change the direction or flow of the established drainage on the Lot or which may damage or alter any drainage system



installed by Declarant and serving the Lot or which may obstruct, interfere or retard the flow of water through such system, except as may be approved by the Board or Architectural Committee.

**3.08 Utility Easements.** Easements are reserved and additional easements may be granted by the Association under, through and over the Property as may be required from time to time for utility, cable television, communications and monitoring systems, digital or other satellite systems, broadband communications and other services (collectively "Utility") provided that the Association shall not grant a Utility easement under, through or over a Lot which unreasonably interferes with the Owner's use of the Lot. An Owner shall do nothing within or outside its Lot that interferes with or impairs, or may interfere with or impair, the provision of such Utility or the use of these easements.

#### **ARTICLE 4: MAINTENANCE**

**4.01 Duty to Maintain Includes Duty to Repair, Replace and Restore.** Unless otherwise specified in this Declaration, the duty to maintain includes the duty to repair, replace and restore.

**4.02 Common Elements.** The Association shall maintain all the Common Elements. All maintenance shall be performed in accordance with the Community Maintenance Standards which shall be comparable to first class communities of similar type. Such duty to maintain includes, but is not limited to, the following:

- (a) Inspections and/or preventative maintenance to preserve warranties and as otherwise necessary to extend the useful life of the Common Elements and its Improvements;
- (b) Grounds maintenance on the Common Elements including maintaining defensible space against fire except as otherwise allocated to the Owner in Section 4.03 below;
- (c) Snow removal from the Association-owned streets and Common Element parking areas as well as from walkways serving the on-site office and the areas around the trash dumpsters;
- (d) Replacement of injured or diseased shrubbery, trees or other vegetation located on or comprising part of the Common Elements or removal without replacement to the extent that the Board, in its sole and absolute discretion, deems necessary for safety, the conservation of water and soil, or for aesthetic purposes;
- (e) Maintenance of any drainage facilities for which the Association is responsible including after any major storm event;
- (f) Maintenance of any Improvements located on the Common Elements including the Association's on-site office, signage, certain retaining walls and certain stairways deemed to benefit the Association as a whole and not a subset of Lots and their Owners. Retaining walls maintained by the Association as of the date of Recordation of this

Declaration are listed in **Exhibit E**. Any other retaining wall is the responsibility of the benefiting Owner(s);

(g) Maintenance of the Association-owned streets and Common Element parking lots located within the Property; and

(h) Compliance with any other maintenance obligations for which the Association is responsible.

**4.03 Lot and Unit.** Each Owner shall, at Owner's sole cost and expense and subject to the limitations set forth in this Declaration, maintain the Lot and Unit(s) and any landscaping and Improvements located on the Owner's Lot, and comply with any maintenance obligations for which an Owner is responsible hereunder. These maintenance obligations include, but may not be limited to, the following:

(a) Each Lot Owner shall maintain the boundary corner markers of his or her Lot consistent with the Final Map so as to be visible when there is no snow on the ground. There shall be no enforcement of this requirement unless the Owner submits an architectural application where, in the sole discretion of the Board or AC, determining the Lot boundaries is material to evaluating the proposed Improvement or where the Owner desires to rebut a presumption of responsibility for certain maintenance in this Article 4 which will otherwise be allocated to the Owner. Once the Owner has established the boundary corner markers for his or her Lot consistent with the boundaries shown on the Final Map, the Owner's maintenance responsibilities shall be limited to the area within those boundary corner markers except as otherwise specified below. If no boundary corner markers are maintained, the Owner's Lot shall be considered to be the footprint of the Unit plus any appurtenance structures such as a balcony, deck or stairs which have inground support and the ground underneath such structures, plus ten feet (10') in all directions. Notwithstanding the foregoing, the Owner shall have the maintenance responsibilities as set forth in Sections 4.04 and 4.09 below;

(b) The Association does not provide or maintain any utilities to the Owner's Lot or any utilities serving the Owner's Lot which may be located on the Common Elements. Each Owner is responsible for his or her own utilities including but not limited to the water lines and sewer lines from the GID main to the Lot and Unit, cables, wires, conduits, pipes and lines providing any utility service. Owners shall remove abandoned utility wires, including but not limited to wiring for satellite dishes or antennas, and repair any damage. If utility installation or maintenance disturbs the Common Elements, the Owner is responsible for promptly restoring the Common Elements to the condition that existed prior to such utility work. If the functionality of a utility or drainage system damages the Common Elements (such as by causing erosion), the Lot Owner shall submit a plan to the Board to mitigate any current and future damage to the Common Elements, and once approved, promptly install and maintain the mitigation measures;

(c) Each Owner is responsible for maintaining the Lot and any portion of the Common Elements where the Owner has channeled an outlet for storm water runoff from the Lot free from erosion;

(d) Each Owner is also responsible for maintaining any Improvements on the Common Elements which benefit the Owner's Lot and/or Units as more fully set forth in Article 3, Section 3.03. This responsibility for maintenance includes maintenance of defensible space pursuant to Section 4.04, and maintenance of trees that impinge upon or interfere with the use of such Improvements pursuant to Section 4.09 below;

(e) Each Owner shall keep the Lot, Unit(s), and Improvements in a safe, neat, sanitary, and attractive condition and in accordance with the Community Maintenance Standard and all restrictions contained in this Declaration;

(f) Each Owner is responsible for complying with applicable fire codes; and

(g) If any Owner permits a Unit, or any Improvements on the Lot or the Lot itself to fall into disrepair or to become unsafe, unsightly or unattractive as determined by the Board in its sole and absolute discretion, or permits any Unit, Improvements or Lot to otherwise violate the restrictions contained in this Declaration, the Association shall have the right to seek any remedies at law or in equity it may have. In addition, and without limitation, the Board shall have the right, but not the obligation, if such unacceptable maintenance is not corrected after Notice and Hearing to enter upon Owner's Lot (but not within a Unit) and make such repairs and perform such maintenance and charge the costs thereof to the Owner. The foregoing restrictions shall not be interpreted as creating any right or obligation of the Association to perform any maintenance or inspection whatsoever of the interior of any Unit, or contrary to the provisions of any Law. Such costs shall be enforced, including penalty fees and costs, as an Enforcement Assessment on the Lot.

**4.04 Owner's Defensible Space Obligations.** Each Owner shall have an obligation to maintain the area around his/her Unit in a condition consistent with defensible space best practices to minimize fire danger as required or recommended by any governmental entity and in coordination with similar work by the Association. Such obligation includes, but may not be limited to, maintaining the Unit roof free of pine needles/debris, maintaining a defensible space up to thirty (30) feet from the Unit by raking and removing debris in a radius of up to thirty (30) feet from the Unit once a year before the start of fire season, and maintaining a debris-free area at least five (5) feet from Unit throughout the year. Further, if the Owner benefits from an Improvement on the Common Elements pursuant to Article 3, Section 3.03, such as by way of example but not limitation, stairs or a walkway, the Owner is also responsible for maintaining the defensible space underneath and around the structure by removing pine needles and other debris consistent with defensible space requirements.

Owners of vacant Lots are responsible for maintaining defensible space on the entirety of the

Lot.

In the event that any governmental entity adopts stricter defensible space requirements, this Section shall be deemed to conform with those stricter requirements. All debris generated from defensible space clearing shall be hauled away. No Person may dispose of such debris by dumping it on the Common Elements or in an Association dumpster.

**4.05 Owner's Snow Removal Obligations.** Following each snow or ice event, each Owner and his or her Invitees are responsible for: (a) clearing snow and ice from Unit decks, balconies, porches, entries or walkways; Driveways, parking pads, parking decks or garage entrances; and (b) relocating vehicles parked on the Common Element parking spaces within the period of time established by the Board to facilitate snow removal operations. It is the Owner's responsibility to keep these Improvements safe, usable, and passable at all times. Each Owner is also responsible for removing snow from the Unit roof, as necessary.

**4.06 Owners Obligations Regarding Wildlife and Pests.** The Community may, but need not necessarily, experience problems with scorpions, bees, ants, spiders, termites, pigeons, snakes, rats and/or other insects or pests (all, collectively, "Pests"). Seller specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any Pest, and each Owner must make its own independent determination regarding the existence or non-existence of any Pests which may be associated with the Unit and/or other portions of the Property. The Property may also experience problems with wildlife including but not limited to coyotes, deer, mountain lions, wild horses, bears and rabbits which may damage landscaping or other property and/or pose a hazard to persons or pets.

**4.07 Units Sharing Common Vertical or Horizontal Walls.** The Association has no responsibility for party walls between Units. Further, the Association shall have no responsibility for allocating expenses or adjudicating maintenance responsibilities between Owners of Units sharing common vertical or horizontal walls. Party walls, as well as the allocation of expenses and maintenance responsibilities between Units, shall be addressed in Additional CC&Rs Recorded against the Units. In the event that the Lot Owner fails to record Additional CC&Rs addressing these matters between Units, the common Laws of party walls shall apply.

**4.08 Maintenance of Retaining Walls.**

(a) Association Maintenance Obligations. The Association shall maintain in a good condition any retaining wall situated exclusively on the Common Elements, unless subsection (b) is applicable. **Exhibit E** is a list of Association maintained retaining walls as of the date this Declaration is Recorded. The Association may amend its list of Association-maintained retaining walls without a vote of the Members. All other retaining walls are maintained by the benefiting Owner(s) or the GID as appropriate.

(b) Owner Maintenance Obligations. Each Owner shall maintain in a good condition any retaining wall situated on an Owner's Lot and any retaining wall which is an

encroachment on the Common Elements benefiting certain Lot Owners or for which an easement and maintenance agreement has been Recorded.

(c) Retaining Wall Between Lot and Common Element. For maintenance purposes, any wall located between a Lot and the Common Elements is deemed to be located on the Lot. The Lot Owner is solely responsible for maintaining such retaining wall.

(d) Failure to Maintain Retaining Walls. If an Owner fails to maintain any wall for which such Owner is responsible, after Notice and Hearing the Association may enter upon Owner's Lot and make such repairs and perform such maintenance and charge the costs to the Owner. However, if an Owner's failure to maintain a retaining wall creates an Emergency, the requirement for Notice and Hearing shall be excused. In the event of any proposed new or proposed modification or rebuilding of a retaining wall, the Owner shall obtain the prior written approval of the Board or AC.

**4.09 Trees.** The owner of the real property on which a tree trunk is located is deemed to be the owner of the tree. For purposes of this Section, the boundaries of the Owner's Lot shall be deemed to extend ten (10) feet from the Unit's foundation or any appurtenant structure which has a foundation or in-ground supports unless the Owner has established and maintained the boundary corner markers consistent with the Final Map for his/her Lot. If the Owner benefits from an Improvement on the Common Elements pursuant to Article 3, Section 3.03, such as, by way of example but not limitation, stairs or a walkway, the Owner is also responsible for maintaining any trees which encroach upon such Improvement. Trimming, pruning and "limbing-up" of a tree on the Common Elements requires the prior written approval of the Board. Removal of a tree requires prior written approval from the Board and will generally only be granted for the removal of hazardous trees (i.e., dead, dying, diseased or damaged trees). Tree removal may also require approval from TRPA or other governmental agencies.

**4.10 Preventative Maintenance Requirements.** Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that such Owner is responsible to properly maintain such Owner's Lot and Unit(s) in accordance with the requirements of this Declaration. Accepted preventative maintenance practices in this region may include, but are not limited to: draining water lines and irrigation to prevent pipes from freezing and breaking; maintaining adequate defensible space on the Lot; properly disposing of trash and not storing beverages or food (including for pets) outdoors in order to discourage bear intrusion. In addition, setting off fireworks or using wood, or charcoal flames outside the Unit or otherwise in violation of Law are deemed grossly negligent conduct. Each Owner acknowledges and agrees that any damage which results to the Common Elements or another Lot or Unit as a result of such Owner's failure to timely or properly perform preventative maintenance or to act or fail to act to prevent the use of fireworks or wood/charcoal flames outside the Unit or in violation of Law shall be considered a grossly negligent act and the costs of repair shall be levied as an Enforcement Assessment against the Owner's Lot even if the Association maintains insurance which would cover such damage.

**4.11 Right of Access.** In addition to all other easements reserved or granted herein, the Association shall have an easement across each Lot as is necessary to permit a reasonable right of entry onto each Lot for the purpose of performing Emergency repairs (without first providing Notice or Hearing) or to correct any unacceptable maintenance on a Lot where the Owner has not timely completed such work after Notice and Hearing or as reasonably necessary for the proper maintenance of the Property, or any other work that the Association is authorized to perform pursuant to this Declaration, or any visual inspection or observation pertaining thereto. Upon reasonable notice, the Association shall also have a right of entry into a Unit for the purpose of determining the number of Units.

**4.12 Repairs Resulting From Negligence.** To the greatest extent permitted by the Act, each Owner will reimburse the Association for any damages to any other Lot or to any Common Elements caused intentionally or negligently or by the Owner's or the Owner's Invitee's failure to properly maintain his or her Lot or any Improvements thereon. If such damage is caused by misconduct, it will be imposed as an Enforcement Assessment, following Notice and Hearing, and may include attorneys' fees and costs.

#### **ARTICLE 5: USE RESTRICTIONS**

**5.01 Applicability.** The use restrictions shall apply to the Property and to any Persons thereon.

**5.02 Additions, Alterations, and Improvements.** No Owner may make, add, alter, change, repaint remove, install or construct any Improvement on the Common Elements or on a Lot and/or the exterior of a Unit thereon without the prior written approval of the Board or the AC and in compliance with the Construction and Landscaping Standards set forth in the Section below.

**5.03 Animals.** Only domestic animals that are kept as household pets and are not kept, bred, or raised for commercial purposes are permitted to be maintained within the Lots. The Board may adopt Rules that further define "household pets" provided that such definition shall include at least the following types of animals: a domesticated bird, cat, dog or aquatic animal kept within an aquarium and/or regulates the conduct or keeping of pets on the Common Elements. Notwithstanding the foregoing, the Association Rules may further limit or restrict the keeping of animals provided that no Rule may prohibit an Owner from keeping at least one household pet. No animal shall be prohibited because of breed or perceived breed. However, the Board shall have the power to prohibit the keeping or maintenance of any animal, which, in the sole discretion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance, to be dangerous or vicious as those terms are defined in NRS 202.500, or to have injured any Owner or other Owner's pet in the sole and absolute opinion of the Board. Each person bringing or keeping an animal within the Community shall be absolutely liable to other Owners and their Invitees for any damage to persons or property caused by any animal brought upon or kept upon the Community by such person or any Invitee of such person. Each Owner shall clean up after such animals that have deposited feces and appropriately dispose of feces

immediately when it occurs. All animals must be housed indoors. No food or water for animals may be left outside the Unit. No Person may feed wildlife. Nothing contained herein shall constitute a restriction on service animals.

**5.04 Antenna Restrictions.** An Owner shall not install any antenna, satellite dish, or other over-the-air receiving device (“Antenna”): (a) on any real property which such Owner is not entitled to exclusively use or control, as provided in Title 47 U.S.C. §§ 1 et seq., 47 CFR § 1.4000 and any other Applicable Laws, Rules and decisions promulgated thereunder (collectively “Antenna Laws”); (b) in a particular location if, in the Board’s opinion, the installation, location or maintenance of such Antenna unreasonably affects the safety of the Owners or any other Person, or for any other safety-related reason established by the Board; or (c) that is of a size larger than is permitted under the Antenna Laws. If an Owner is entitled to install an Antenna under the foregoing requirements, such Owner shall provide the Board with written notice that such Owner has installed or is about to install the Antenna. If an Owner desires to install an Antenna, other than as described in (a) and (b) above, such Owner may do so only upon the prior approval by AC in accordance with this Declaration. The Association shall not impose or enforce any restrictions upon Antennae that are inconsistent with the Antenna Laws. Notwithstanding any provision hereof, this Section shall be interpreted to comply with state and federal Laws applicable to antennas in effect at the time of enforcement of this Section. In that regard, this Section shall not be interpreted or enforced in a manner which would: (i) unreasonably delay or prevent installation, maintenance or use of such Authorized Antenna; (ii) unreasonably increase the cost of installation, maintenance or use; or (iii) preclude reception of an acceptable quality signal. The Board may adopt Architectural Guidelines specifying preferred locations for Antenna installation.

**5.05 Construction and Landscaping Standards.** All new construction and any material additions, alterations or Improvements to an existing Unit shall conform to the following standards:

- (a) Improvements must have all required and applicable governmental approvals, including but not limited to Douglas County, TRPA, and any GID, and be permitted and inspected;
- (b) At least 2 new parking spaces per Unit shall be provided for any new construction of a Unit(s) or any alteration to an existing Unit which has the effect of creating an additional Unit. The new parking spaces shall be an expense of the constructing Owner. In the Board’s sole discretion, the Board may require (i) locating the new parking spaces on the Lot; (ii) constructing the new parking spaces on the Common Elements in an area selected by the Board; or (iii) paying to the Association a fee in lieu of construction in an amount established by the Board. In no case, may any proposed Improvement reduce the number of parking spaces currently on the Property. The Owner shall be responsible for the construction of any Driveway across Common Elements necessary to access the on-Lot parking spaces and shall be solely responsible for snow removal and maintenance, repair and replacement of the Driveway to the Community Maintenance Standard;

(c) All Improvements must fit entirely within the Lot; provided that the Board may approve a Driveway across and upon the Common Elements to provide access to on-Lot parking spaces or a walkway for ingress/egress to a Unit. No encroachment on the Common Elements is permitted without the prior written approval of the Board. If the Board permits an encroachment on the Common Elements, the Owner is responsible for snow removal and maintenance, repair and replacement of the same to the Community Maintenance Standard. The Owner and the Association shall enter into an easement agreement which shall be Recorded for any Improvement on the Common Elements;

(d) All landscaping installed on a Lot or on the Common Elements, with Board approval, shall be drought tolerant, fire-resistant, and suitable for the high desert. No artificial plants are permitted. No wood chips or flammable ground cover is permitted. Drip irrigation systems must connect to the Lot's water. If an Owner is granted approval to install landscaping on the Common Elements, the Owner shall be solely responsible for maintaining the Improvement. If the Owner fails to maintain the landscaping on the Common Elements, the Association may remove it and restore the Common Elements to natural vegetation at the Owner's expense. The Association shall not be responsible for replacing landscape material which is damaged by any Association maintenance. The Board or AC may adopt landscape guidelines which may include requirements on type and quantity of hardscape, ground cover, yard décor and plant species; and

(e) All exterior modifications to a Lot including construction of a Unit and installation of landscaping require AC approval as provided in Article 6.

**5.06 Drainage and Slope Control, Use and Maintenance.** Each Owner shall keep, maintain, water, plant and replant all slopes located on such Owner's Lot to prevent erosion, flooding, sliding, or similar problems, and to create an attractive appearance. If the Board approves the construction of a retaining wall on the Common Elements which benefits the Lot, the Owner shall be responsible for installing, maintaining, watering, planting and replanting the slope above the retaining wall which benefits the Lot. It shall be the duty of all Owners to conduct all construction and installation of Improvements on such slopes in accordance with any guidelines or Rules adopted by the Board for maintenance of such slopes and/or as required by any governmental agency. Thereafter each Owner shall keep, maintain, water, and replant all in such a manner as to protect the integrity of such Owner's Lot and all adjoining Lots and the Improvements thereon. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on such slopes that may damage or interfere with established slope ratios, create erosion, flooding, or sliding problems, or that may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. Each Owner shall maintain all drainage channels and systems located within the Owner's Lot and upon any easements benefitting the Owner so that the free flow of water is not obstructed or retarded. No Owner shall install or construct any Improvement which alters or impedes the established drainage on a Lot.



**5.07 Drones.** To the extent permitted by NRS 493.103 and any amendments thereto, the operation of an unmanned aerial vehicle (“UAV” or “Drone”) over the Common Elements at a height of less than 250 feet is considered a trespass unless the Drone operator has requested and received the prior written permission of the Board to operate the UAV at a lower altitude. The Board may adopt further Rules restricting Drone operations which are consistent with federal and state Law and FAA regulations.

**5.08 Exterior Lighting.** Any exterior electrical, gas or other artificial lighting installed on a Lot shall be on a motion sensor and positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as to be unobtrusive to surrounding Units and light only the area necessary. Further Rules regarding exterior lighting may be promulgated by the Board or AC. No Owner may install or alter exterior lighting without the prior written approval of the Board or AC.

**5.09 Garbage and Recycling.** All rubbish, trash, garbage, recycling, or other waste (collectively “Trash”) shall be properly disposed of in the dumpsters maintained on the Common Elements for this purpose. No Trash shall be kept outside on any Lot. No person may dispose of furniture, mattresses, appliances, fixtures (such as toilets), hazardous waste including paint and chemicals, construction materials and tools, electronics, household goods, yard and landscaping waste or similar items on the Common Elements or in the Association’s dumpsters. No Trash or other waste shall be permitted to accumulate on any Lot in a manner which may permit the spread of fire, odors, seepage or encourage bears, other wildlife, or vermin. If the County or GID elects to provide curbside pickup for the Community, the Association shall have no further obligation to provide dumpsters for trash. Consistent with the Act, the Board may adopt Rules that reasonably restrict garbage and recycling storage and collection.

**5.10 Home-Based Business.** No industry, business, trade or commercial activities shall be conducted, maintained or permitted on a Lot or within a Unit; except that the provisions of this Section shall not preclude any of the above-described activities so long as such activities cannot be observed from the Common Elements and provided that all of the following conditions are fulfilled:

- (a) Such activities are conducted in conformance with all applicable Laws;
- (b) The patrons or clientele of such activities do not park automobiles or other vehicles within the Property other than temporarily and not in numbers which exceed the spaces allocated to the Unit. The number of spaces available for the use of patrons or clientele shall be those spaces that remain unoccupied when Unit resident vehicles are parked in the allocated parking spaces;
- (c) No such activity increases the liability or casualty insurance obligation or premium of the Association;
- (d) Such activities are consistent with the residential character of the Property and conform with all provisions of the Governing Documents;

(e) There is no externally visible evidence of the carrying on of a business, including but not limited to the existence of any external commercial signage or similar Improvements; and

(f) The intent of the foregoing, in all respects, is that the Property must retain its residential character and appearance, and the provisions above shall be interpreted toward those ends.

**5.11 Laws and Insurance Requirements.** Nothing shall be done to or kept on any Lot or within a Unit that might increase the rate of, or cause the cancellation of, insurance for the Property, or any portion of the Property, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in that Owner's Lot or within a Unit that violates any of the restrictions contained in this Declaration or any Laws.

**5.12 Leasing.** An Owner shall be entitled to lease or rent a Unit subject to the following restrictions:

(a) Each and every rental or lease agreement ("Agreement") (except for transient commercial use rental or lease agreements) shall be in writing (including assignments, extensions and renewals) and shall list all Persons occupying the Unit. The requirement for a written Agreement shall apply without regard to whether the tenant pays rent or other remuneration to the Owner. A copy of the Agreement (except for transient commercial use rental or lease agreements) and tenant contact information shall be provided to the Association within ten (10) days of the tenant commencing occupancy;

(b) No Owner may lease less than an entire Unit. By way of example and not limitation, no Owner may lease less than an entire condominium unit, single family residence or townhouse, or less than one of the two Units in a duplex. This Section shall not prohibit an Owner who occupies his/her Unit from having roommates who occupy the Unit with him/her as a single housekeeping unit;

(c) Each Agreement shall provide that the lease is subject to the Governing Documents and shall provide that any failure to comply with any provisions of the Governing Documents, shall be a default under the terms of the rental or lease agreement;

(d) A tenant shall have no obligation to the Association to pay Assessments imposed by the Association nor shall any tenant have any voting rights in the Association;

(e) Regardless of whether or not expressed in any Agreement, an Owner shall be jointly and severally liable with the tenants of any Unit to the Association for any amount which is required by the Association to effect repairs to the Common Elements or to pay any claim for any injury or damage to Property caused by the negligence or the acts or omissions of such tenant which constitute a violation of or noncompliance with, the provisions of Governing Documents; and

(f) Transient commercial use, as defined by the Act, is permitted subject to an Owner's strict compliance with any Rules adopted by the Board regulating transient commercial use and/or imposing additional fees that are related to any increase in services or other costs associated with the transient commercial use of the Unit. To preserve the residential character of the Community, no more than fifteen percent (15%) of Units available to rent in the Association may be used for transient commercial use at any one time. The Board may adopt Rules to implement and enforce the transient commercial use restriction. Notwithstanding the foregoing, if Douglas County adopts an ordinance which would prohibit or further restrict transient commercial use (also called vacation home rentals) in residential areas, then transient commercial use shall be prohibited or restricted within the Association.

**5.13 Merger of Lots or Units Requires Prior Board Approval.** No Lot or Unit may be merged with another Lot or Unit without the prior written approval of the Board and Douglas County. If the Board approves a merger of Lots or Units, such merger shall not change the Allocated Interests as existed prior to the merger; however, the number of parking spaces assigned to the Lot or Unit shall be reduced consistent with Section 5.18(a). The Owner shall be responsible for all costs associated with a merger of a Lot including but not limited to the cost of Recording any amendments to this Declaration and the Final Map, which is part of the Declaration.

**5.14 Mineral Exploration.** No Property within the Community shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind. No well for the production of, or from which there is produced, water, oil or gas shall be operated within the Property, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No slant drilling shall be permitted.

**5.15 No Further Subdivision.** No Lot or Unit may be further subdivided beyond the maximum density shown on **Exhibit D**, as it may from time to time be amended.

**5.16 Nuisance.** No noxious, offensive, dangerous or unsafe activity shall be conducted anywhere on the Property, nor shall anything be done, either willfully or negligently, which may, in the sole discretion of the Board, be or become an annoyance or nuisance to, or poses a threat to the health, safety, and/or welfare of the other Owners, Invitees of Lots, its agents or employees. No Owner or Invitee of a Lot shall do or permit anything to be done by others that will interfere with the rights, quiet use and enjoyment of other Owners or Invitees. No use that is reasonably deemed immoral, improper, offensive or unlawful by the Board of Directors may be made of the Property or any portion thereof. Owners shall comply with and conform to all applicable Laws. The violating Owner shall hold harmless the Association and other Owners from all fines, penalties, costs and prosecutions for any violation or noncompliance.

**5.17 Occupancy.** A Lot or Unit owned by an individual, corporation, limited liability company, partnership, trust or other fiduciary may only be occupied by the following Persons, and such

Persons' Family: (a) the individual Owner(s); (b) a member, manager, employee or designee of such limited liability company; (c) an officer, director, stockholder, employee or designee of such corporation; (d) a partner, employee or designee of such partnership; (e) the fiduciary or beneficiary of such trust; or (f) permitted occupants under an approved lease of a Unit, as the case may be. Occupants of an approved leased Unit must consist of the following Persons, and such Persons' Family who reside with them: (a) an individual lessee; (b) an officer, director, stockholder, employee or designee of a corporate lessee; (c) a partner, employee or designee of such partnership lessee; or (d) the fiduciary or beneficiary of a fiduciary lessee. Under no circumstances may more than one Family reside in a Unit at one time. Unless otherwise determined by the Board, a Person(s) occupying a Unit for more than one (1) month without the Unit Owner or the Unit Owner's Family being present shall not be deemed a guest, but, rather, shall be deemed a lessee for the purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provision of this Declaration which apply to lessees.

#### **5.18 Parking and Vehicles.**

(a) Restrictions. Common Element parking is very restricted due to limitations on impervious surface. Therefore, no more than two (2) vehicles per Unit may park on the Common Element parking. Guests may park overnight in the Community provided that the guest parks in the spaces allocated to the Unit which are available after any resident vehicles are accommodated in the Unit's parking spaces. Any additional Units created after the date on which this Declaration is Recorded must provide for the parking of 2 vehicles per Unit on the Lot. The Common Element parking spaces shall not be used for vehicle storage. The Board may adopt additional Rules pertaining to parking and enforcement for Owners and Invitees. Any vehicle parked in a Common Element parking space must fit wholly within a single parking space and may not extend out into the roadway.

(b) Repair Work; Unregistered, Inoperable or Junk Vehicles. No unregistered, inoperable or junk vehicles shall be parked on the Common Elements or on a Lot, other than within a garage. Other than immediate emergency repairs such as changing a flat tire or dead battery, no repairs or restorations of any vehicle may take place on any portion of any Common Element or Lot, except wholly within the garage; provided, however, that such activity within garage may not be undertaken as a business, and provided further that such activity may be prohibited entirely if it is determined by the Board to be a nuisance.

(c) Commercial Vehicle and RV Parking. Unless the Board grants prior written permission, no Recreational Vehicle or Commercial Vehicle or similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or Common Element, except for (i) the temporary parking of a Recreational Vehicle associated with a Unit for a period of not more than forty-eight (48) hours within any thirty (30) day period for the purpose of loading, unloading or cleaning during that time;

or (ii) temporary construction trailers or facilities and related Commercial Vehicles maintained during, and used exclusively in conjunction with, the construction of any Improvement approved by the AC (or interior Unit Improvements provided that the Owner provides advance notice to the Association of such work and its expected duration), the maintenance of the Common Elements, or the performance by the Association or its agents and contractors of any of the Association's duties and obligations. This Section shall not be interpreted to prohibit the parking of emergency services or utility service vehicles in compliance with NRS 116.350.

**5.19 Signs and Flag Displays.** In addition to those political signs and flags which may be exhibited pursuant to the Act, an Owner may post one "For Sale" sign on a wooden post on the Lot and one "For Sale" sign on a deck or in the window of a Unit. No Owner may post any signs or exhibit any flags on the Common Elements. The Board may permit, in its sole discretion, the display of other signs and may adopt Rules further regulating signs and flag displays which are not inconsistent with the Act.

**5.20 Single Family Dwelling.** The use of each Unit is restricted to that of a Single-Family Dwelling Unit as permitted herein.

**5.21 Temporary Structures.** No Person may install, place or construct a temporary structure on a Lot without the prior written approval of the Board. No Person may use a temporary structure as a dwelling or keep animals on the Lot in a temporary structure. For the purposes of this restriction a temporary structure includes, but is not limited to a tent, camper, Recreational Vehicle, shed, container, mobile storage unit, mobile home, or other similar structure.

**5.22 Timeshare or Interval Ownership Purposes or Timeshare Plan.** No Owner shall offer or sell any interest in any Unit under a "timesharing" or "interval ownership" plan as provided in NRS 119A.020-160. No timeshare plan shall be allowed. "Timeshare plan" means any arrangement, plan, scheme, or similar device, whether by membership agreement, bylaws, shareholder agreement, partnership agreement, sale, lease, deed, license, right to use agreement, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of an accommodation or accommodations, whether through the granting of ownership rights (whether direct or indirect), possessory rights or otherwise, for a period of time less than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years. This prohibition on timeshare or interval ownership is not intended to prohibit ownership of Unit by a family trust, or by any number of related natural persons who hold title as joint tenants, tenants in common, a partnership, limited liability company or other business entity. Notwithstanding the foregoing, no form of ownership in existence with respect to an individual Unit as of the date on which this Declaration is recorded shall be affected but only so long as there is no change in such form of ownership or the identities of any of the owners within such form of ownership. Upon any such change, the paragraph immediately above shall apply to and limit, with full force and effect, such individual Unit and the Owners thereof.

**5.23 Unsightly Appearance.** Nothing shall be done, kept or maintained on a Lot which, in the sole discretion of the Board, would create an unsightly appearance on the Lot or the exterior of a Unit including, but not limited to the following:

- (a) Outside Drying and Laundering. No exterior clothesline shall be erected or maintained within the Community. No clothing or other material shall be dried or aired over a line, deck, balcony, porch or fence;
- (b) Outdoor Furniture. No sofas, chairs or other furniture intended for indoor use shall be kept or used in place of outdoor furniture on the Lot;
- (c) Recreational Equipment. Recreational and sport equipment may be hung neatly on the side of the Unit which is least visible from the street and other Units or stored within the Unit when not in active use;
- (d) Storage. The roof, patio, porch, balcony, deck, walkways or similar structures on a Unit shall not be used for storage of personal property other than reasonable amounts and typical types of outdoor furniture, properly stored recreational equipment, and seasonal equipment;
- (e) Swamp Coolers and Window Air Conditioning Units. Swamp coolers and window air conditioning units are not permitted; and
- (f) Window Coverings. Each window shall have a well-maintained window covering such as drapes, curtains, shades, or blinds. When viewed from the Common Elements or another Lot, the visible portion of the window covering shall be a solid white, beige, gray or wood-tone in color. No cardboard, plywood, foil, film, sheets, paper or other similar material may be used as a window covering. Window coverings which otherwise comply with this Section but are ripped or torn, bent or mangled, missing slats or components, or otherwise visibly damaged are considered unsightly.

## **ARTICLE 6: ARCHITECTURAL REVIEW**

**6.01 Requisite Approvals and Procedures for Owner Alteration.** No Owner may add, alter, remove, install or construct any Improvement to the Lot or the exterior of a Unit (“Work”), including the landscaping and painting or staining the exterior of the Unit or any other structures on the Lot, without the prior written approval of the Board or the AC. If no AC has been established, the Board shall serve as the AC.

- (a) Prior to commencing any Work, the Owner shall submit a written request for approval to the AC, as applicable, in a form acceptable to the AC, along with a reasonable fee, if any, established by the Board for the review and processing of architectural review requests. Any such request shall be reviewed in accordance with any Architectural Guidelines then in effect, and this Declaration. The AC shall answer any written request for approval within sixty (60) days after the Owner has submitted a complete request as outlined in the architectural request application. The sixty-day (60) time period shall

begin to run on the date that the AC receives a complete written request. If the AC fails to answer any written request within this time frame, the request shall be considered approved.

(b) Each application must include a photograph of all exterior sides of the Unit.

(c) For any modification that would change the existing footprint of the Unit, the application must include a scaled drawing based on a professional survey which: (i) locates the Lot relative to the Common Elements, the nearest street, and the adjacent Lots; and (ii) indicates each Improvement on the Lot, existing and proposed, so that it is evident from the scaled drawing whether the Improvement is contained solely within the boundaries of the Lot. A change to the existing footprint of the Unit would include by way of example but not limitation: (i) new construction of a Unit or Units; (ii) the addition, removal or alteration of any Improvement which protrudes from the vertical line of the foundation, such as decks, balconies, patios, or stairways; or (iii) the addition, removal or alteration of any free-standing Improvement on a Lot, such as a parking area.

(d) The AC shall have the authority to deny, approve, or approve with modifications any written request that is in accordance with the Architectural Guidelines then in effect and this Declaration. If the Board has appointed an AC, then any Owner aggrieved by a decision of the AC may appeal such decision to the Board. If the Board is performing the functions of the AC, the decision of the Board is final.

(e) If the Board has appointed an AC, any request for a variance from the Guidelines shall be submitted to the Board accompanied by a recommendation from the AC. The Board may deny, approve, or approve with modifications, any request for a variance provided that any approval is not contrary to the Declaration.

(f) Any member or authorized consultant of the AC, or any authorized officer, employee or agent of the Association may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect any Work constructed or under construction on the Lot to determine whether the work has been or is being built in compliance with the plans and specifications approved by the AC. Notwithstanding the foregoing, the Association shall not have the right or obligation to enter into any Unit or to perform any inspection contrary to Law.

(g) All additions, alterations and Improvements to the Lots and Common Elements shall not, except pursuant to prior approval by the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.

(h) The AC shall have the power to impose the requirement that the requesting Owner and his or her successors and assigns assume responsibility for the maintenance, repair, restoration and replacement of any Work which would otherwise be an Association maintenance responsibility as a condition of approving such Work. Such

conditions shall be codified in writing, signed by the Owner and the Board and Recorded in the Office of the Douglas County Recorder, which document shall be prepared and Recorded at the expense of the benefiting Owner.

(i) If an Owner fails to obtain the prior written approval of the AC before commencing Work or fails to install the Work as approved (collectively, "Unapproved Work"), then the Association may issue a cease and desist notice, and after Notice and Hearing, the Board may impose fines and/or other sanctions on the Owner until the Unapproved Work is brought into compliance. If the Owner does not immediately cease and desist the Unapproved Work upon written notice from the Association, and, in the Board's sole discretion, the continuation of the Unapproved Work would result in the substantial threat of irreparable harm if allowed to continue, the Association may seek injunctive relief or pursue any other legal or equitable remedy available to it. If the Unapproved Work has been installed partially or entirely on the Common Elements, then after Notice and Hearing, the Association may remove the Unapproved Work and charge the cost of such removal to the Owner.

**6.02 Fees and Deposits.** The Board, by resolution, may establish a fee or a range of fees for review and subsequent inspection of architectural review requests, which may include review and/or inspection by professionals such as architects and engineers. In addition, the Board, by resolution, may require a reasonable deposit from the Owner against damage to the Common Elements resulting from Owner Work under this Article.

**6.03 Construction Timelines and Penalties.** If an Owner fails to commence Work within two (2) years of approval, such approval is void. Once approved, Work must be diligently pursued to completion. Upon approval by the AC of a request submitted by an Owner, the Owner shall have a specified number of days from the date on which the written approval from the AC was mailed to commence and complete the approved Work, unless the Board agrees in writing to extend the time period. Failure by an Owner to commence or complete the approved Work within the prescribed time frame shall result in the assessment of a penalty of up to Thirty-Five Dollars (\$35.00) per day (which amount may be adjusted for inflation over time, by the Board, by means of a resolution) until the Work has been completed. The Board shall not assess any construction penalties until the Owner has been provided with Notice and Hearing.

**6.04 Protection of the Common Elements and Other Lots From Damage.** When undertaking Work, the Owner shall be responsible for taking such action as may be reasonably necessary to prevent any damage, erosion, or runoff (collectively "Damage") onto the Common Elements or any other Lot. In the event there is damage, the constructing Owner shall be responsible for the cost of any resulting maintenance, repair, or restoration. Equipment, tools, landscaping and construction materials, including roll-off waste containers, may be stored on the Common Elements with prior written permission from the Association. The Owner must obtain the Association's prior written approval to place the same on the Common Elements and must strictly adhere to any Rules or conditions imposed by the Association for this privilege. The Association



may charge the Owner a deposit against Damage to the Common Elements, which deposit must be paid before commencing Work.

**6.05 Permits and Governmental Approvals.** In addition to receiving the prior written approval of the AC or Board, each Owner shall obtain any and all permits or approvals required by the County, TRPA, the GID or any other entity with regulatory authority and, prior to commencing work, provide a copy of such permits and approvals to the Association. If permitting or the governmental approval process requires the Owner to alter the Work approved by the AC or Board, the approval is void and the Owner must re-submit his or her application to the AC or Board identifying the required changes for further review.

**6.06 Members of the Committee.** The Board may constitute and later dissolve the AC, provided that if there is no AC, the Board shall perform the functions of the AC. If constituted, the AC shall consist of at least three (3) members. AC members must be Association members in good standing. Each member of the AC shall hold office until such time as: (a) he or she has resigned; (b) he or she has been removed; or (c) his or her successor has been appointed, as provided herein. The Board shall have the power to appoint and remove all members of the AC. Members of the AC may be removed at any time without cause.

**6.07 Meetings of the AC.** The AC shall meet from time to time as necessary to perform its duties hereunder, but such meetings shall be held at least annually. The vote of a majority of the AC members or the written consent of a majority of the AC members taken without a meeting shall constitute an act of the AC.

**6.08 Limitation on Liability of Architectural Committee.** Provided that the AC or a particular member of the AC has acted in good faith on the basis of the information as may be possessed by the AC or the member, as the case may be, then neither the AC nor any member thereof shall be liable to the Association, to any Owner, or any other Person for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any Work, whether or not pursuant to approved plans, drawings, and specifications; or (c) the development of any property subject to this Declaration. Without limiting the generality of the foregoing, the AC and any member thereof may, with the approval of the Board, consult with knowledgeable third parties with respect to any plans, drawings, specifications, or any other proposal submitted to the AC.

**6.09 Architectural Guidelines.** The AC shall prepare and recommend Architectural Guidelines and procedures to the Board for approval. If there is no AC, the Board shall prepare and adopt Guidelines and procedures (collectively "Guidelines"). The Guidelines may be amended by the AC and the Board as provided above, provided that the Association may not adopt or rescind a Guideline which would result in the Guidelines being inconsistent with this Declaration or with any development agreement or conditions of approval imposed by any governmental or quasi-governmental entity having control over the Property. The Board shall have the authority to approve the Guidelines as recommended, approve with amendments or reject the Guidelines

entirely. The Guidelines may provide for reasonable fees for the review of plans, application and appeal procedures, and other properly related matters. The Association shall make copies of the Guidelines available to Owners.

**6.10 Board of Directors and Architectural Committee Discretion.** Except as may be expressly provided in this Declaration, any consent or approval of the Board, AC or Association that is required under the provisions hereof may be granted or withheld in the sole and absolute discretion of the Board or AC, as applicable. In that regard, the granting or withholding of such consent or approval shall not be subject to any objective standards of “reasonableness” or otherwise; provided, however, that the decision of the Board of Directors or AC shall be consistent with the Governing Documents, including the Architectural Guidelines, as may be in effect at the time of such granting or withholding of consent or approval. Furthermore, the approval of or consent to any matter shall not be deemed to be a waiver of the right to disapprove the same or similar matters in subsequent requests for consents or approvals from the same or other parties.

**6.11 No Applicability to the Board of Directors.** Subject to the express limitations in this Declaration or the Act, the Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary, and the provisions of this Article shall not apply to such Work.

## **ARTICLE 7: ASSESSMENTS, BUDGETS, AND COLLECTION**

**7.01 Purpose of Assessments.** The Assessments levied by the Association shall be used: (a) to promote the recreation and welfare of the Owners; (b) for the administration and governance of the Association, including continuing education in and advocacy for issues affecting common interest communities; (c) for the operation, maintenance, repair, replacement, restoration and enhancement of the Common Elements, and (d) to discharge any other obligations of the Association under the Governing Documents.

**7.02 Personal Liability of Owners.** The Owner of a Lot or Unit, at the time an Assessment or portion thereof is due and payable, is personally liable for the Assessment. Additionally, the Owner of a Lot or Unit, 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 all Assessments as provided in this Declaration or the Act, such Assessments to be established and collected as herein provided. All 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 or Unit against which such Assessment is made. Personal liability for the Assessment shall not pass to a successor in title to the Lot or Unit unless the successor agrees to assume the obligation. The successor in title shall be personally liable for any Assessments thereafter due.

**7.03 No Waiver of Liability for Common Expenses.** No Owner may be exempt from the personal liability for any Assessments described in this Declaration, nor release the Lot or Unit owned by the Owner from the liens and charges thereof by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Owner's Lot or Unit. While not all Lots or Units benefit equally from each Common Expense, except as otherwise provided herein, all Lots and Units contribute toward those Common Expenses as provided in this Article.

**7.04 Liability for Common Expenses.** The percentage of liability for Common Expenses shall be allocated between vacant and improved Lots as follows: Each vacant Lot shall be assessed one half (1/2) of an Assessment unit for each Unit which may be constructed upon the Lot pursuant to **Exhibit D**; provided that the maximum number of Assessment units per vacant Lot shall be two one-half (1/2) Assessment units. Improved Lots shall be assessed one (1) Assessment unit for each Unit thereon. However, nothing contained in this Section shall prohibit certain Common Expenses from being apportioned to particular Lots under this Declaration.

**7.05 Common Expenses Attributable to Fewer than all Lots.**

(a) Any Common Expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited.

(b) An Assessment to pay a judgment against the Association may be made only against the Lots in the Property at the time the judgment was entered, in proportion to the respective Liability for Common Expense.

(c) To the extent permitted by the Act, if a Common Expense is caused by the misconduct or negligence of an Owner, the Association may assess that expense exclusively against that Owner's Lot.

(d) If the Liability for Common Expenses is reallocated, Common Expenses Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

**7.06 Budget Adoption and Ratification.** Prior to the commencement of each Fiscal Year, the Board shall determine the Budget for the Association for such Fiscal Year in accordance with the requirements of NRS 116.

**7.07 Surplus Funds.** The Board may elect to use any surplus funds from prior years to: (a) pre-pay reserves or Common Expenses; (b) establish a reasonable contingency fund for unanticipated expenses; (c) reduce future Assessments; or (d) rebate to the current Owners in proportion to the Owner's liability for Common Expenses.

**7.08 Annual Assessments.** Annual Assessments for Common Expenses are based on the Budget adopted by the Board on an annual basis and ratified by the Members.

**7.09 Special Assessments.** If the Association determines that the estimated total amount of funds necessary to defray the Common Expenses of the Association for a given Fiscal Year is or will become inadequate to meet expenses for any reason, including but not limited to,

unanticipated delinquencies, claims not covered by insurance, or extraordinary snow removal expenses, the Board may levy a Special Assessment. The Board may, in its discretion, prorate such Special Assessment over the remaining months of the Fiscal Year or levy the Assessment immediately against each Lot.

**7.10 Capital Improvement Assessments.** If the Board of Directors intends to consider a vote to levy a Capital Improvement Assessment, the Owners shall be provided with written notice of a meeting at which the Capital Improvement Assessment is to be considered or action is to be taken on such Assessment at least twenty-one (21) days before the date of the meeting. A Capital Improvement is defined as the installation or construction of a new, additional major component of or upon the Common Elements. Capital Improvement Assessments shall not be imposed that in the aggregate exceed fifteen percent (15%) of the budgeted gross expenses of the Association for that Fiscal Year, without the consent of the Members, constituting a quorum and casting a majority of the votes at a vote of the Members in accordance with the Law and Governing Documents. The liability for a Capital Improvement Assessment shall be allocated in the same manner as set forth in Section 7.04 above.

**7.11 Enforcement Assessments.** The Association may levy an Enforcement Assessment against any Owner for bringing an Owner or the Owner's Lot into compliance with the provisions of the Governing Documents. Subject to the Act, the Enforcement Assessment may include any other charge designated an Enforcement Assessment in the Governing Documents, together with attorneys' fees, interest and other charges related thereto as provided in this Declaration. If the Association undertakes to provide materials or services which benefit individual Owners, then such Owners in accepting such materials or services agree that the costs thereof shall be an Enforcement Assessment.

**7.12 Reserve Assessments.** To establish adequate reserves, including, without limitation, to establish or carry out a funding plan, the Board may levy a Reserve Assessment as authorized by the Act without seeking or obtaining the approval of the Owners. Such Reserve Assessment shall be due on a schedule established by the Board.

**7.13 Commencement of Assessments on New Units.** The Assessments provided for herein shall begin as to all new Units created on a Lot subject to this Declaration on the first day of the month following occupancy of a Unit as demonstrated by a certificate of occupancy issued by Douglas County or, if no certificate of occupancy is provided by the County, actual occupancy. Assessments shall be prorated for the fiscal year remaining.

**7.14 Assessment Due Dates.** Subject to Board decision, all Annual Assessments assessed under this Declaration shall be due and payable in semi-annual installments on the first day of August and the first day of February of the annual total (in cases where an annual total is applicable). Other Assessments are due on the date established by the Board or as approved by the Members. Provided the Board establishes such a system, Assessments may be billed and payable electronically. Once an electronic billing and payment system is available, the Association may charge any Owner for the cost of producing and mailing Assessment invoices. It is the

responsibility of each Owner to update the Association of any address changes in writing. The Board of Directors may elect to provide additional periodic statements of account, but lack of such statements does not relieve the Owners of the obligation to pay Assessments. If payment is not received when due, the Assessment includes any late charges, interest, collection fees, collection costs, attorney's fees and costs.

**7.15 Acceleration of Annual Assessments and Imposition of Late Fee.** In the event of default in which any Owner does not make the payment of any Assessment levied against his or her Lot within four (4) days after the date due, the Board of Directors shall have the right to declare all unpaid Assessments for the pertinent Fiscal Year immediately due and payable. A late fee and other charges along with Assessment and collection procedures, which shall be established by the Board through resolution, will be imposed against the Owner's account if an Assessment, other than an Enforcement Assessment, is not received by 5:00 PM on the fourth (4th) calendar day after the due date. Past due Assessments for Common Expenses shall bear interest as provided in the Act.

**7.16 Collection of Unpaid Assessments.**

(a) The Association has a lien on a Lot for any Assessment levied against the Lot and construction penalty or fines imposed against its Owner from the time the Assessment or fine becomes due. Fees, charges, late charges, fines, attorneys' fees, and interest charged pursuant to the Act and the Governing Documents and any costs of collection charged pursuant to the Act are enforceable as Assessments under this Section; provided, however, that unless otherwise permitted by Law, the Association may not foreclose upon a lien for unpaid Assessments which is comprised solely of fines levied against an Owner for violation of the Governing Documents unless the violation is of a type that poses an imminent threat of causing a substantial adverse effect on the health, safety and/or welfare of the Owners or Invitees of the Property.

(b) Except to the extent permitted under the Act, a lien under this Section is prior to all other liens and encumbrances on a Lot or Unit except: (i) liens and encumbrances Recorded before the Recordation of this Declaration; (ii) a First Security Interest on the Lot or Unit Recorded before the date on which the Assessment sought to be enforced became delinquent, except that a lien under this Section is prior to all such Security Interests as set forth in the Act; (iii) liens for real estate taxes and other governmental assessments or charges against the Lot or Unit; and (iv) liens for fees or charges levied pursuant to NRS 444.520(1). This subsection does not affect the priority of mechanics' or materialmen's liens or the priority of a lien for other Assessments made by the Association.

(c) Recording of the Declaration constitutes Record notice and perfection of the lien. Further Recording of a claim of lien for Assessment under this Section is not required.

(d) A lien for an unpaid Assessment is extinguished unless a notice of default and election to sell is recorded or judicial proceedings to enforce the lien are instituted within three (3) years after the full amount of the Assessment becomes due, except that if an Owner of a Lot or Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code ("Bankruptcy Code"), the time period for instituting proceedings to enforce the Association's lien shall be tolled until the later of the time period allowed hereunder or thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which subsection (a) of this Section creates a lien nor does this Section prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

(g) The Association's lien may be foreclosed by the same procedure set forth in the Act, including NRS 116.31162 through NRS 116.31168.

(h) In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver for the Owner to collect all sums alleged to be due to that Owner from third parties prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Annual Assessments, based on a periodic Budget adopted by the Association.

(i) If a holder of a First Security Interest in a Lot forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid Assessments against that Lot which became due before the sale, other than the Assessments which are prior to that Security Interest under subsection (b) of this Section of this Declaration and as provided in the Act. Any unpaid Assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Owners, including the purchaser.

(j) Any payments received by the Association in the discharge of an Owner's obligation may be applied to the oldest balance due; provided, however, that the Association may not apply any Assessment, fee or other charge that is paid by an Owner toward a fine imposed against the Owner by the Association unless otherwise directed by the Owner or as permitted by Law.

**7.17 Certificate of Payment of Annual Assessments.** The Association, upon written request, shall furnish an Owner with a statement, in Recordable form, setting out the amount of unpaid Assessments against the Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board of Directors and each Owner.

**7.18 Capitalization of Association.** A working capital fund shall be established. Upon the closing of any sale or conveyance of a Lot by the then-Owner to any new Owner, the purchaser

shall make a mandatory contribution to the working capital fund, payable upon closing of that subsequent transaction, in an amount not more than one-half of the Annual Assessment then applicable to that Lot. Any transaction or series of transactions having the practical effect of transferring ownership or beneficial use of a Lot from one Person to another shall trigger this requirement, including by way of illustration but not of limitation, any transfer of equitable interests or control in any business or corporate entity holding Record title to a Lot. Notwithstanding the foregoing, a transfer of property by a trust settler into a revocable trust for estate planning purposes shall not, in and of itself, trigger the payment requirement. Any amounts paid into the working capital fund shall not be considered as advance payment of Assessments. Each capital contribution owing upon a subsequent sale shall be due and payable immediately to the Association, and until paid shall be a lien upon the Lot to which the capital contribution payment relates.

**ARTICLE 8: INSURANCE; REPAIR OR RESTORATION OF DAMAGED OR DESTROYED PROPERTY**

**8.01 Coverage.** To the extent reasonably available and subject to reasonable deductibles, the Board shall obtain and maintain insurance coverage as set forth in the Act. For so long as the Act requires, if such insurance is not reasonably available and/or subject to reasonable deductibles, and the Board determines that any such insurance will not be maintained, the Board shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Owners and Eligible Mortgagees at their respective last known addresses at which time each Owner shall become responsible for obtaining and maintaining such insurance coverage. The Board shall review its insurance coverage on an annual basis. Any property insurance carried by the Association shall be for an amount (after application of any deductions) equal to one hundred percent (100%) of the actual replacement value of the covered items at the time the insurance is purchased and at each renewal date, excluding the cost of land, foundations, or excavations. The Board shall obtain appraisals periodically for the purpose of establishing replacement cost of the insured items, and the cost of such appraisals shall be a Common Expense.

**8.02 Workers' Compensation Insurance.** The Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the Laws of the State of Nevada.

**8.03 Other Insurance.** The Association may carry other insurance, such as cyber theft liability, which the Board of Directors considers appropriate to protect the Association, and any insurance necessary to comply with minimum HUD requirements.

**8.04 Premiums and Deductibles.** Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense. Any policy to be maintained hereunder may be subject to reasonable deductibles. To the extent permitted under the Act, the deductible shall be an expense of the affected Lots and/or Units.

**8.05 Owner Policies.** If the Association does not provide property insurance for Lots with Improvements sharing horizontal or vertical boundaries with other Lots, then each Owner shall

obtain and maintain a separate insurance policy equal to one hundred percent (100%) of the actual replacement value to provide coverage for the Owner's Lot and the Improvements thereon. The amount of insurance coverage obtained must be sufficient to repair or replace any Improvements located on the Lot. Each Owner shall be obligated to obtain and maintain adequate coverage for such items and for any damage which may occur to the Common Elements resulting from an occurrence within such Owner's Lot. Each Owner shall be obligated to obtain and maintain insurance on those Improvements located on the Common Elements but benefiting the Owner which the Owner is responsible for maintaining, such as driveways, walkways, parking pads and retaining walls. It is not the intent of the Association's blanket policy of insurance to provide coverage for losses of a minor nature, maintenance items, or occurrences which fall below the deductible. To the greatest extent permitted by the Act, the deductible shall be an expense of the benefiting Owner. It is the responsibility of each Owner to properly review such Owner's individual insurance. Each Owner acknowledges that the Owner is ultimately responsible for damage to such Owner's Lot and its Improvements if such damage is not covered by the Owner's insurance policy. The Association may require each Owner to provide proof of coverage on an annual basis and to name the Association as an interested party on the Owner's property insurance.

**8.06 Damage or Destruction of Common Elements.** Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Elements, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to this Declaration for reconstruction or repair of the Common Elements shall be used for such purpose, unless (a) the common interest community is terminated; (b) repair or restoration would be illegal under any state or local statute or ordinance governing health or safety; or (c) Owners holding at least eighty percent (80%) of the voting interest in the Association vote not to rebuild. The Common Elements shall be reconstructed or rebuilt substantially in accordance with the Final Map and the original construction plans, if they are available, unless a majority of Owners have voted in favor of changes recommended by the Board and the estimated cost of such changes; provided that no vote of the Members shall be required for any changes required to comply with current building codes or development guidelines. The Board shall be authorized to prepare and execute the necessary documents to effect such reconstruction as promptly as practical. In addition to insurance proceeds, reserves may be used to fund repair and restoration. In the event that insurance proceeds and available reserve funding are insufficient to complete the repairs and restoration, the Board shall levy a Reserve Assessment in sufficient amount to adequately fund reserves and, if the Owners voted in favor of certain changes, shall levy a Capital Improvement Assessment to provide the necessary funds for such reconstruction. If the Common Elements are not repaired or replaced, then the proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Property. Thereafter, insurance proceeds shall be distributed as required by the Act.



**8.07 Damage or Destruction of Common Elements Caused by Owner or Invitee.** In the event any portion of the Common Elements is damaged or destroyed by an Owner or by Owner's Invitee(s), the Board may repair said damaged area. In the event the Board determines to repair said damage, the amount necessary for such repairs shall be paid by the Owner or Owner's Invitee, upon demand, to the Board. If said amounts are not immediately paid, they shall be deemed to be Assessments, and the Board may enforce collection of same in the same manner as provided in this Declaration.

**8.08 Damage or Destruction of Lot and Improvements.** If any Lot or Improvement thereon is damaged or destroyed, the Lot Owner shall repair and restore the Lot and its Improvements as promptly as practical in accordance with the original plans and previously approved modifications. In the case of a vacant Lot, the Owner's restoration responsibility may include clearing the Lot of burned or otherwise damaged vegetation and revegetating the Lot to reduce erosion. If such repair and restoration cannot be commenced promptly, the Owner shall clear the Lot of the damaged components, restore the damaged area to a condition compatible with the remainder of the Property and secure the Lot from trespassers. Restoration and repair of any damage to any Lot and its Improvements shall be made by and at the individual expense of the Lot Owner so damaged, except to the extent such damage is covered by insurance maintained by the Association. In the event that the Owner desires to repair or restore the Lot and its Improvements other than in accordance with the original plans or approved modifications, the Owner shall obtain the prior written approval of the AC as provided in Article 6.

**8.09 Board as Trustee.** The Association, through its Board, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies shall be paid to the Board as trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. The Association, Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Property has been completely repaired or restored, or unless the Association is terminated. In the event of a surplus after the Property has been completely repaired or restored, the proceeds shall be distributed to the Owners or the Eligible Mortgagees as their interests appear and in proportion to the liabilities of all the Lots and Units for Common Expenses. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

**8.10 Certificates by Board of Directors/Trustee.** The Trustee, if any, may rely on the following certifications in writing made by the Board of Directors: (a) whether or not damaged or destroyed Property is to be repaired or restored; and (b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

**8.11 Certificates by Title Insurance Companies.** If payments are to be made to Owners or mortgagees, then the Board of Directors and the Trustee, if any, shall obtain and may rely on a title insurance company's certificate or a title insurance policy based on a search of the Records

in the Office of the Douglas County Recorder, from the date of the Recording of the original Declaration, stating the names of the Owners and the mortgagees.

#### **ARTICLE 9: EMINENT DOMAIN**

Eminent domain is the power of the government to take private property and convert it into public use. If part or all of the Property, whether a Lot or Common Element, is taken by any Person or entity having the authority of eminent domain, the provisions of NRS 116.1107 shall apply. The Association shall represent the Owners in any proceeding or negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, and each Owner appoints the Association as attorney-in-fact for such purpose. The Association may appoint a trustee to act on behalf of the Association to carry out the Associations functions under this Article. Except as otherwise provided herein, in the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for the Owners and their first mortgage holders, as their interests may appear.

#### **ARTICLE 10: AMENDMENT**

**10.01 Amendment.** Except in cases of amendments made pursuant to subsection (a) below, this Declaration, including the Final Map, may be amended only by the affirmative vote of at least a majority of the total voting power of the Association.

(a) Amendments Requiring Only Board and Affected Owner Approval. The following amendments pertaining to a Lot and/or Unit which do not reduce the Allocated Interests for Assessments shall not require the affirmative vote of a majority of the total voting power of the Association but may be approved by a Recorded Amendment executed by the Board on behalf of the Association and the affected Owners. The Amendment must include an amended Final Map for the Lot(s). The cost of such amendment shall be the expense of the benefiting Owner.

(i) Pursuant to Article 5, Sections 5.13 and 5.15, an Owner may propose a merger or subdivision which would increase or decrease the number of Lots and/or Units on a Lot.

(ii) One or more Owners may agree to a boundary line adjustment between Lots sharing a common property line. An Owner and the Association may agree to a boundary line adjustment which shifts the location of the Owner's Lot relative to the Common Elements but does not alter the size of the Lot.

(b) Recordation of Amendments. Each amendment to this Declaration must be Recorded and the amendment is effective only upon being Recorded.

(c) Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is Recorded.

## ARTICLE 11: MISCELLANEOUS

**11.01 Captions.** The captions contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

**11.02 Conflict.** This Declaration is intended to comply with the requirements of the Act applicable to common-interest communities and the Declaration shall be interpreted, if at all possible, so as to be consistent with the Act. If there is any conflict between this Declaration and the provisions of the Act, the provisions of the Act shall control, without any requirement express or implied to amend or modify this Declaration (though amendment for purposes of making the Declaration match the Act is not limited or prohibited). In the event of any conflict between this Declaration and any of the Governing Documents, this Declaration shall control. The hierarchy of the Governing Documents shall be the following order: Declaration, Articles, Bylaws and then Rules, Design Guidelines, resolutions and policies.

**11.03 Constructive Notice and Acceptance.** Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or Unit or other portion of the Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such Person acquired an interest in the Property, or any portion thereof.

**11.04 Gender.** The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of this Declaration so requires.

**11.05 Indemnification.** When liability is sought to be imposed on a member of the Board, an officer, committee member, employee or agent of the Association, the Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, unless and until it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense due to the willful or wanton misfeasance or gross negligence of such Person indemnified by the Association, the Association may recover indemnification costs expended from the individual who so acted. Punitive damages may not be recovered against the Association.

**11.06 Invalidity.** The invalidity of any provision of this Declaration does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of this Declaration shall continue in full force and effect.

**11.07 Notices.** Any notice permitted or required to be given under the provisions of this Declaration shall be in writing and may be delivered by any method permitted for such notice by the Act. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person

to the Association for the purpose of service of notices, or to the Lot or Unit address of such Person if no address has been given to the Association. Such addresses may be changed from time to time by notice in writing given by the Owner to the Association.

**11.08 Term.** This Declaration, including all of the covenants, conditions and restrictions hereof, shall run with and bind the Property for a term of fifty (50) years from the date this Declaration is recorded. After such time, the covenants, conditions and restrictions contained herein, shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed by the Owner(s) of at least eighty percent (80%) of the total voting power of the Association and recorded in the Office of the Douglas County Recorder, Nevada, within the year preceding the beginning of each successive period of ten (10) years, agreeing to change the terms of this Declaration, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

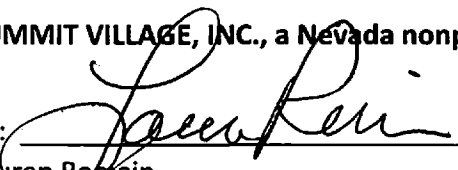
**11.09 Termination.** Termination of the Property may be accomplished upon the approval of the Owners of Eighty Percent (80%) of the total number of Lots within the Property, and then in accordance with the provisions of the Act. Additionally, if substantially all of the Lots in the Association have been destroyed or are uninhabitable, the Board or any Person holding an interest in the Property or any portion thereof may commence an appropriate action in the Nevada State District Court seeking to terminate the Community, pursuant to the requirements of Nevada Law.

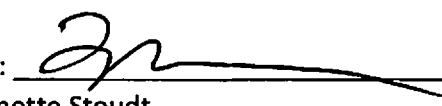
**11.10 Waiver.** No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

***SIGNATURES AND NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGES***

**IN WITNESS WHEREOF**, Summit Village, Inc. has caused this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements to be executed as of the date first above-written. The undersigned certify that by ballots counted on April 15, 2024, 162 ballots (52%) were cast in favor and 14 ballots (4%) were cast in opposition. The total voting power of the Members being 313, at least a majority of the Members have voted in favor.

**SUMMIT VILLAGE, INC., a Nevada nonprofit corporation**

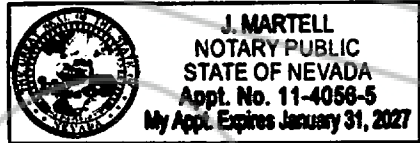
By:   
Lauren Romain  
Its: President

By:   
Lynette Stoudt  
Its: Secretary

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on May 13, 2024 by Lauren Romain, as President of Summit Village Association, a Nevada nonprofit corporation

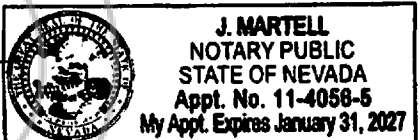
NOTARY PUBLIC *J. Martell*  
My Commission Expires: 01-31-2027



STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

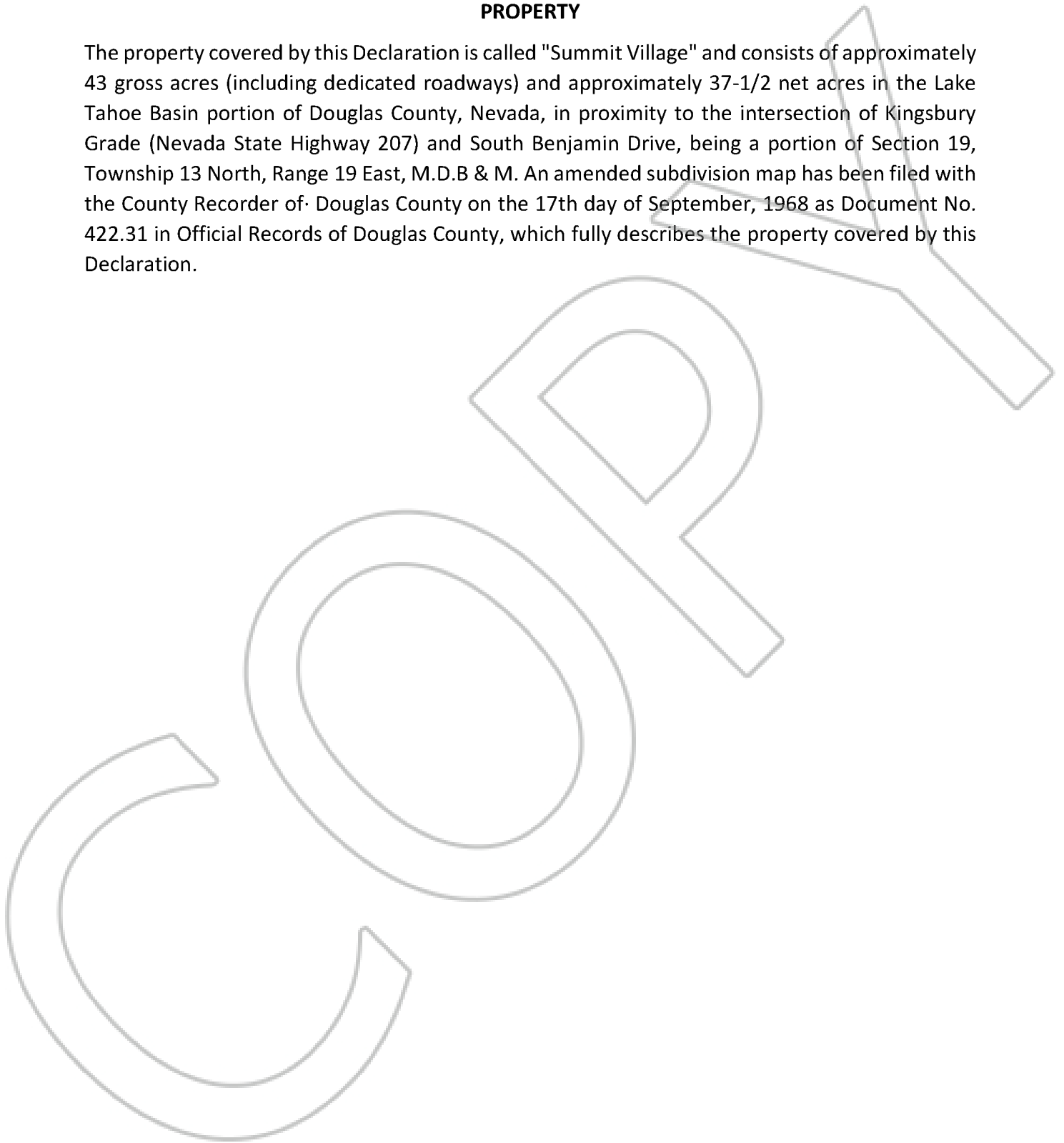
This instrument was acknowledged before me on May 13, 2024 by Lynette Stroudt, as Secretary of Summit Village, Inc., a Nevada nonprofit corporation.

NOTARY PUBLIC *J. Martell*  
My Commission Expires: 01-31-2027



**EXHIBIT A**  
**PROPERTY**

The property covered by this Declaration is called "Summit Village" and consists of approximately 43 gross acres (including dedicated roadways) and approximately 37-1/2 net acres in the Lake Tahoe Basin portion of Douglas County, Nevada, in proximity to the intersection of Kingsbury Grade (Nevada State Highway 207) and South Benjamin Drive, being a portion of Section 19, Township 13 North, Range 19 East, M.D.B & M. An amended subdivision map has been filed with the County Recorder of Douglas County on the 17th day of September, 1968 as Document No. 422.31 in Official Records of Douglas County, which fully describes the property covered by this Declaration.



**EXHIBIT B**  
**COMMON ELEMENT PARCELS**

<b>Parcel Number</b>	<b>Lot</b>	<b>Acres</b>	<b>Douglas County Land Use</b>	<b>Address</b>
1319-19-212-069	471	.060	Vacant – Multi-Residential	713 Gary Lane
1319-19-212-071	469	.010	Common Area	726 Tina Court
1319-19-212-091		9.930	Common Area	730 Tina Court
1319-19-710-050	D	5.420	Common Area	None
1319-19-713-006	---	1.140	Common Area	
1319-19-714-026	D	4.910	Common Area	
1319-19-717-015	A	3.050	Common Area	
1319-19-718-014	520	.040	Vacant-SF Residential	
1319-19-720-040	B	3.360	Common Area	
1319-19-721-003	B	4.300	Common Area	109 Tramway Dr



**EXHIBIT C**

**TABLE OF FINAL MAPS AND PARCEL MAPS**

Year Recorded	Title	Lot	Recorder's Document No.
1967	Subdivision Map SV		1967-37259
1968	Amended Subdivision Map		1968-042231
1969	2d Amd Subdivision of Parcels A and B	Parcels A and B	1969-46671
1974	Condo Map (Tramway Condo)	Lot 555	1974-73375
1976	Amd Map of Bld B	Lot 555	1976-05855
1976	Parcel Map	Lot 469	1976-87011
1977	Parcel Map	Lot 424	1977-14686
1977	Parcel Map	Lot 438	1977-15234
1977	Parcel Map	Lot 446	1977-15232
1977	Parcel Map	Lot 464	1977-11901
1977	Parcel Map	Lot 499	1977-11363
1977	Parcel Map	Lot 500	1977-10040
1977	Parcel Map	Lot 506	1977-10042
1977	Parcel Map	Lot 523	1977-12328
1977	Parcel Map	Lot 578	1977-14669
1978	3d Amd Map	Lot 424	1978-28533
1978	Parcel Map	Lot 534	1978-28467
1979	Parcel Map	Lot 440	1979-33609
1979	Parcel Map	Lot 453	1979-36826
1979	Parcel Map	Lot 461	1979-36827
1979	Parcel Map	Lot 462	1979-33610
1979	Parcel Map	Lot 463	1979-33611
1979	Parcel Map DUPLEX	Lot 522	1979-36825
1979	Parcel Map	Lot 554	1979-36098
1979	Parcel Map	Lot 551B	1979-35118
1980	4th Amd Map	Lot 549	1980-48707
1980	Condo Map	Lot 553	1980-49654
1980	Parcel Map	Lot 447	1980-44061
1980	Parcel Map	Lot 456	1980-43926
1980	Parcel Map	Lot 468	1980-49569
1980	Parcel Map	Lot 474	1980-44149
1980	Parcel Map	Lot 480	1980-45209
1980	Parcel Map	Lot 485	1980-48364
1980	Parcel Map	Lot 492	1980-48363
1980	Parcel Map	Lot 496	1980-44051
1980	Parcel Map	Lot 497	1980-42436
1980	Parcel Map Document	Lot 501	1980-43250
1980	Parcel Map	Lot 510	1980-47403
1980	Parcel Map	Lot 514	1980-40800
1980	Parcel Map	Lot 527	1980-48925
1980	Parcel Map	Lot 533	1980-45872

1980	Parcel Map	Lot 540	1980-51877
1981	Condo Map	Lot 419	1981-56608
1981	Condo Map	Lot 429	1981-62634
1981	Parcel Map	Lot 465	1981-61702
1981	Parcel Map	Lot 488	1981-53477
1981	Parcel Map	Lot 516	1981-53476
1981	Parcel Map	Lot 528	1981-54066
1981	Parcel Map	Lot 529	1981-54065
1981	Parcel Map	Lot 531	1981-61138
1981	Parcel Map	Lot 546	1981-62563
1981	Parcel Map	Lot 547	1981-54372
1981	Parcel Map	Lot 561	1981-60332
1981	Parcel Map	Lot 571	1981-52619
1982	5th Amd Map	Lot 539	1982-70034
1982	Condo Map	Lot 535	1982-68136
1982	Parcel Map	Lot 562	1982-73114
1982	Parcel Map	Lot 563	1982-73115
1983	Parcel Map	Lot 558	1983-76421
1983	Parcel Map	Lot 559	1983-76422
1983	Parcel Map	Lot 564	1983-89542
1983	Parcel Map	Lot 565	1983-89543
1983	Parcel Map	Lot 566	1983-76423
1983	Parcel Map	Lot 567	1983-89609
1983	Parcel Map	Lot 568	1983-89544.
1985	Parcel Map	Lot 493	1985-112893
1985	Parcel Map	Lot 495	1985-117037
1992	Parcel Map	Lot 425 Condominium	1992-292050
1992	Parcel Map	Lot 542	1992-269367
1993	6th Amd Map of SV	Relocate Lot 490	1993-310918
1993	Parcel Map	Lot 445	1993-297930
1993	Parcel Map of 2d Amd Map of SV	Lot 532	1993-302356
1998	Parcel Map	Lot 517	1998-450950
2001	Parcel Map Document	Lot 574A	2001-520115
2005	7th Amd Map	Lot 569	2005-663253
2006	8th Amd Map	Lot 509	2006-691652
2007	9th Amd Map	Lot 457	2007-708815
2008	10th Amd Map	Lot 519	2008-734864
2012	11th Amd Map Adj	LOT 512	2012-813552
2014	Reversionary Map	Lot 409A&B	2014-848557
2016	12th Amd Map	Lot 466	2016-878172
2022	Final Subdivision Map – Chalet at Summit Village	Lots 556 & 557	2022-988264

**EXHIBIT D**

**DOUGLAS COUNTY SUMMIT VILLAGE MAX DENSITY - ADOPTED APRIL 21, 1975**

Lot	Units	Lots	Units	Lots	Units	Lots	Units	Lots	Units
400	2	436	2	472	6	508	2	544	2
401	2	437	2	473	2	509	2	545	2
402	2	438	2	474	2	510	2	546	2
403	2	439	No Lot	475	2	511	2	547	2
404	2	440	2	476	2	512	2	548	2
405	2	441	2	477	2	513	2	549	2
406	2	442	2	478	2	514	2	550	2
407	2	443	2	479	2	515	2	551	6
408	2	444	2	480	2	516	2	552	2
409	2	445	2	481	2	517	2	553	8
410	2	446	4	482	2	518	2	554	2
411	2	447	2	483	2	519	2	555	24
412	2	448	2	484	2	520	2	556	2
413	2	449	2	485	2	521	2	557	2
414	2	450	2	486	2	522	2	558	2
415	2	451	2	487	2	523	2	559	2
416	2	452	2	488	2	524	2	560	2
417	2	453	2	489	2	525	2	561	2
418	2	454	2	490	2	526	2	562	2
419	4	455	2	491	2	527	2	563	2
420	2	456	2	492	2	528	2	564	2
421	2	457	2	493	2	529	2	565	2
422	No Lot	458	2	494	2	530	No Lot	566	2
423	No Lot	459	2	495	2	531	2	567	2
424	4	460	2	496	2	532	2	568	2
425	4	461	2	497	2	533	2	569	2
426	2	462	2	498	2	534	2	570	2
427	2	463	2	499	2	535	2	571	2
428	2	464	2	500	4	536	2	572	2
429	2	465	2	501	2	537	2	573	2
430	2	466	2	502	2	538	2	574	2
431	2	467	2	503	2	539	2	575	2
432	2	468	2	504	2	540	2	576	2
433	2	469	4	505	2	541	2	577	2
434	2	470	2	506	4	542	2	578	2
435	2	471	2	507	2	543	2		

## EXHIBIT E

### ASSOCIATION MAINTAINED RETAINING WALLS

CA=Common Area

Approximate Address	Purpose	Location
Gary Lane Cul-de-Sac	Wall to level Cul-de-Sac	Along north side of the Cul-de-Sac
229-233 S Benjamin	Retains hillside from CA Parking	Common Area Parking Cutout
227 S Benjamin	Retains hillside from CA Parking	Common Area Parking Cutout
219 S Benjamin	Retains hillside from CA Parking	Common Area Parking Cutout
702 A Tina Court	Retains hillside from CA Parking	Common Area Parking Cutout
702 B Tina Court	Retains hillside from CA Parking	Common Area Parking Cutout
730 Tina Court	Old wall for pool	Area surrounding old pool and office
703 Tina Court	Retains hillside from CA Parking	Area surrounding Tina Court dumpsters and Common Area Parking
769 Tina Court	Retains hillside from CA Parking	Along access road on right side to the stairs
116 Tramway	Retains hillside from CA Parking	Common Area Parking Cutout
155-169 Tramway	Retains hillside from CA Parking	Common Area Parking Cutout
160 A & B Tramway	Retains hillside from CA Parking	Common Area Parking Cutout
170-175 Tramway	Retains hillside from CA Parking	Common Area Parking Cutout
191 Hilltop	Retains hillside from CA Parking	Right corner of Common Area Parking Cutout
744 Bigler Court	Retains hillside to support CA Parking	Beyond asphalt for Common Area Parking
Bigler Circle Access	Protects cars from sliding off hillside	Guardrail along right side of Bigler Circle
Lower Bigler Circle	Retains hillside from CA Parking	Common Area Parking Cutout and two walls
Upper Bigler Circle	Retains hillside from CA Parking	Along west side of upper Bigler Circle Common Area Parking

1616 8<sup>th</sup> Street  
PO Box 218  
Minden, NV 89423  
Phone (775) 782-9025  
Fax (775) 783-6413



[Recorder@douglasnv.us](mailto:Recorder@douglasnv.us)  
[www.douglascountynv.gov](http://www.douglascountynv.gov)

Office of Douglas County Recorder  
Shawnyne Garren – Recorder

## **LEGIBILITY NOTICE**

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

\_\_\_\_\_  
Signature

Donna A. Zanetti, Esq.  
Printed Name

5/24/2024

Date