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1 After recording mail to:

✓2 Mr. Leo A. Hanly
Western Nevada Properties, Inc.
3 Post Office Box 2647
Minden, Nevada 89423

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
OF WINHAVEN
A PLANNED UNIT DEVELOPMENT
MINDEN, DOUGLAS COUNTY, NEVADA

DECLARATION OF

RECITALS

This Declaration, made on the date hereinafter set forth by WESTERN NEVADA PROPERTIES, INC., a Nevada corporation ("Declarant"), is made with reference to the following facts:

A. Declarant is the owner of a certain tract of real property located in Minden, Douglas County, Nevada and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

All of the property described above and all of the improvements thereon shall be referred to as the "Project".

B. The Project possesses charm and natural beauty which Declarant intends to preserve through the use of a coordinated plan of development and the terms of this Declaration. It is anticipated that the plan will provide for comprehensive land planning, harmonious and appealing landscaping, improvement, and the establishment of individual Maintenance Associations for portions of the Project. It is assumed that each purchaser of property in the Project will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of this Declaration. The Declaration is designed to complement local governmental regulations, and where conflicts occur, the more restrictive requirements shall prevail.

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1 C. It is desirable for the efficient management and the
2 preservation of the value, desirability and attractiveness of the
3 Project to create a corporation to which shall be assigned the
4 powers and delegate the duties of managing certain aspects of the
5 Project; maintaining and administering the Common Areas;
6 administering, collecting and disbursing funds pursuant to the
7 provisions regarding assessment and charges hereinafter created
8 and referred to; and to perform such other acts as shall
9 generally benefit the Project. Winhaven Homeowners Association
10 ("Association"), a master homeowners association and a nonprofit
11 mutual benefit corporation, has been incorporated under the laws
12 of the State of Nevada for the purpose of exercising the powers
13 and functions aforesaid.

14 D. Declarant has improved or intends to improve the
15 Project by subdividing and constructing it into residential lots
16 designed to be improved with dwellings ("Lots") and common areas
17 with improvements ("Common Area").

18 E. Each Owner shall receive fee title to his Lot, a
19 Membership in the Association, which shall hold title to the
20 Common Area, a non-exclusive easement for use, enjoyment, ingress
21 and egress over the Common Area, and for such other interests as
22 are provided herein.

23 F. By this Declaration, Declarant intends to establish a
24 common scheme and plan for the possession, use, enjoyment,
25 repair, maintenance, restoration and improvement of the Project
26 and the interests therein conveyed and to establish thereon a
27 planned unit development.

28 NOW, THEREFORE, it is hereby declared that the Project shall

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1 be held, sold, conveyed, leased, rented, encumbered and used
2 subject to the following Declaration as to division, easements,
3 rights, assessments, liens, charges, covenants, servitude,
4 restrictions, limitations, conditions and uses to which the
5 Project may be put, hereby specifying that such Declaration shall
6 operate for the mutual benefit of all Owners of the Project and
7 shall constitute covenants to run with the land and shall be
8 binding on and for the benefit of Declarant, its successors and
9 assigns, the Association, its Project, together with their
10 grantees, successors, heirs, executors, administrators, devisees
11 and assigns, for the benefit of the Project, and shall, further,
12 be imposed upon all of the Project as a servitude in favor of
13 each and every other Owner thereof as the dominant tenement.

14 ARTICLE I

15 DEFINITIONS

16 Unless the context clearly indicates otherwise, the
17 following terms used in this Declaration are defined as follows:

18 1.1 "Architectural Control Committee" or "Committee" shall
19 mean the committee created pursuant to Article XI.

20 1.2 "Architectural Control Guidelines" or "Guidelines"
21 shall mean the written review standards promulgated by the
22 Architectural Control Committee as provided in subarticle 11.3.

23 1.3 "Articles" shall mean the Articles of Incorporation of
24 the Association as amended from time to time.

25 1.4 "Assessments" shall mean the regular and Special
26 Assessments levied against each Lot and Owner by the Association
27 as provided in Article VI.

28 1.5 "Association" shall mean the WINHAVEN HOMEOWNERS

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1 ASSOCIATION, a Nevada nonprofit cooperative corporation, the
2 Members of which shall be the Owners of Lots within the Project.

3 1.6 "Board" shall mean the Board of Directors of the
4 Association.

5 1.7 "Bylaws" shall mean the Bylaws of the Association as
6 amended from time to time.

7 1.8 "Common Area" for the first phase shall mean such
8 property so designated on the Map and all improvements erected
9 thereon. The Common Area shall not include the Lots. Title to
10 the Common Area shall be held by the Association. Additional
11 Common Area may be annexed to the Project pursuant to the
12 annexation provisions of the Project Documents.

13 1.9 "Declarant" shall mean WESTERN NEVADA PROPERTIES,
14 INC., a Nevada corporation or any successor-in-interest by merger
15 or by express assignment of the rights of Declarant hereunder by
16 an instrument executed by Declarant and (i) recorded in the
17 Office of the Douglas County Recorder, and (ii) filed with the
18 Secretary of the Association.

19 1.10 "Declaration" shall mean this instrument as amended
20 from time to time.

21 1.11 "Developer" shall mean any person, other than
22 Declarant, who owns five or more Lots in the Project for the
23 purpose of selling or leasing them to members of the general
24 public.

25 1.12 "Dwelling" shall mean a residential dwelling unit
26 together with garages and/or other structures on the same Lot,
27 and in the case of a Condominium all elements of a "Condominium
28 Unit" as defined on the "Condominium Plan" recorded for said

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1 Condominium.

2 1.13 "Improvement" shall mean Structures, as defined
3 herein, substantial plants such as trees, hedges, shrubs and
4 bushes and major landscaping of every kind. "Improvement" shall
5 also mean any excavation, fill, ditch, diversion dam or other
6 things or device which affects or alters the natural flow of
7 surface or subsurface water from, upon, under or across any
8 portion of the Project. "Improvement" shall also mean any
9 utility line, conduit, pipe or other related facility or
10 equipment.

11 1.14 "Lot" shall mean one of the residential lots of the
12 Project designated on a recorded Subdivision Map, and each of
13 which is designated to be improved with a dwelling structure.

14 1.15 "Individual Charges" shall mean those charges levied
15 against an Owner (and his Lot) by the Association other than
16 Assessments as provided in Article VI.

17 1.16 "Map" shall initially mean that Subdivision Map
18 entitled "WINHAVEN" filed in the Office of the Douglas County
19 Recorder on January 13, 1989, in Book 189 of Maps, Page 1590 et
20 seq., incorporated herein by this reference. Additionally, "Map"
21 shall also include any recorded Subdivision Map for subsequent
22 Phases of the Project.

23 1.17 "Member" shall mean a person entitled to Membership in
24 the Association as provided herein.

25 1.18 "Mortgage" shall mean a mortgage or deed of trust
26 encumbering a Lot or other portion of the Project. A "Mortgagee"
27 shall include the beneficiary under a deed of trust. An
28 "Institutional" Mortgagee is a Mortgagee that is a bank or

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1 savings and loan association or Mortgage company or other entity
2 chartered or licensed under federal or state laws whose principal
3 business is lending money on the security of real property, or
4 any insurance company or any federal or state agency. A "First
5 Mortgage" or "First Mortgagee" is one having priority as to all
6 other Mortgages or holders of Mortgages encumbering the same Lot
7 or other portions of the Project. A "First Mortgagee" shall
8 include any holder, insurer, or guarantor of a First Mortgage on
9 a Lot or other portion of the Project.

10 1.19 "Owner" shall mean the person or entity holding a
11 record fee simple ownership interest in a Lot, including
12 Declarant, and contract sellers. "Owner" shall not include
13 persons or entities who hold an interest in a Lot merely as
14 security for the performance of an obligation.

15 1.20 "Phase" shall mean that real property included within
16 the Project on the date of recordation of this Declaration as the
17 first Phase and any parcel of real property which becomes part of
18 the Project pursuant to the annexation provisions of the Project
19 Documents as a subsequent Phase.

20 1.21 "Project" shall initially mean the real property
21 located in Minden, Douglas County, Nevada known as Winhaven Unit
22 I and more particularly described in Exhibit "1" attached hereto
23 and incorporated herein by this reference. "Project" shall also
24 include any property annexed pursuant to the annexation
25 provisions of the Project Documents.

26 1.22 "Project Documents" shall mean the Articles, Bylaws,
27 Declaration, Rules and Regulations of the Association,
28 Architectural Control Guidelines, and any Declaration of

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1 Annexation recorded pursuant to the annexation provisions of the
2 Project Documents, and any amendments thereto.

3 1.23 "Property Subject to Annexation" shall refer to and
4 mean that real property described in Exhibit "2" attached hereto
5 and incorporated herein by reference.

6 1.24 "Rules and Regulations" shall mean the rules and
7 regulations promulgated by the Association to govern the
8 possession, use and enjoyment of the Project as amended from time
9 to time.

10 1.25 "Structure" shall mean any tangible thing or device to
11 be fixed permanently or temporarily to real property including
12 but not limited to any Dwelling, as defined herein, or any
13 building, garage, driveway, walkway, bikeway, concrete pad,
14 asphalt pad, gravel pad, porch, patio, shed, greenhouse,
15 bathhouse, tennis court, pool, barn, stable, fence, wall, pole,
16 sign, antennae, or tent.

17 1.26 "Subdivision Map" shall mean (a) any final map or
18 parcel map within the meaning of the provisions of Nevada Revised
19 Statutes, or (b) any final record of survey map within the
20 meaning of the provisions of Nevada Revised Statutes, as such
21 provisions may from time to time be amended.

22 ARTICLE II

23 DESCRIPTION OF PROJECT

24 RIGHTS OF OWNERS, DECLARANT

25 2.1 Description of Project

26 2.1.1 Project

27 The Project shall consist of all of the real
28 property described in subarticle 1.21, and all of the

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1 improvements thereon.

2 2.1.2 Lots

3 The first Phase of the Project consists of 56
4 residential lots designated on the Map as Lots 55, 60, 61, 68, 83
5 through 134, inclusive. Each lot is designed to be improved with
6 a dwelling structure. The Lots do not include the Common Area.

7 2.1.3 Common Area

8 That portion of the Project designated on the
9 Maps as Common Area, and the improvements thereon is the Common
10 Area and is owned by the Association for the use and benefit of
11 the Members. The Common Area shall not include the Lots.

12 The Common Area shall be conveyed to the
13 Association free of money encumbrances prior to or concurrently
14 with the closing of the escrow for the first sale of a Lot.

15 2.1.4 Incidents of Lot Ownership, Inseparability

16 Every Lot which is subject to assessment shall
17 have appurtenant to it the following interests:

18 (i) a Membership in the Association; and

19 (ii) a non-exclusive easement of use,
20 enjoyment, ingress and egress over the Common Area and the access
21 easement subject to such restrictions and limitations as are
22 contained in the Project Documents and subject to other
23 reasonable regulation by the Association.

24 Such interests shall be appurtenant to and
25 inseparable from ownership of the Lot. Any attempted sale,
26 conveyance, hypothecation, encumbrance or other transfer of these
27 interests without the Lot shall be null and void. Any sale,
28 conveyance, hypothecation, encumbrance or other transfer of a Lot

1 shall automatically transfer these interests to the same extent.

2 2.1.5 Owner's Obligation to Landscape, Maintain Lot

3 Each Owner shall landscape his Lot in an
4 attractive manner subject to the Guidelines and the approval of
5 the Architectural Control Committee. Such landscaping shall be
6 completed within one (1) year of the date of purchase or the date
7 of completion of any Dwelling constructed on the Lot, whichever
8 is later.

9 Each Owner shall also maintain, repair and
10 replace his Lot, and all Improvements thereon, in a safe,
11 sanitary and attractive condition. Such maintenance
12 responsibility shall apply whether or not the Lot is improved
13 with a Dwelling and shall include but shall not be limited to
14 control of all weeds and other unsightly vegetation, rubbish,
15 trash, garbage and landscaping visible from other portions of the
16 Project.

17 In the event that an Owner fails to maintain
18 and/or landscape his Lot as provided herein in a manner which the
19 Board reasonably deems necessary to preserve the appearance and
20 value of the Project, the Board may notify the Owner of the work
21 required and demand that it be done within a reasonable and
22 specified period. In the event that the Owner fails to carry out
23 such maintenance and/or landscaping within said period, the
24 Board shall, subject to any notice and hearing requirements set
25 forth on the Project Documents have the right to enter upon the
26 Lot to cause such work to be done and Individually Charge the
27 cost thereof to such Owner. Notwithstanding the foregoing, in
28 the event of an emergency arising out of the failure of an Owner

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1 to maintain his Lot, the Board shall have the right to
2 immediately enter upon the Lot to abate the emergency and
3 Individually Charge the cost thereof to such Owner.

4 This subarticle shall not be amended or
5 repealed without the approval of at least seventy-five percent
6 (75%) of the voting power of each class, while two (2) classes
7 exist, or at least seventy-five percent (75%) of the total voting
8 power of Members other than Declarant, when a single class
9 exists.

10 2.1.6 Encroachment Easements

11 Each Owner is hereby declared to have an
12 easement appurtenant to his Lot, over all adjoining Lots and the
13 Common Area for the purpose of accommodating any encroachment due
14 to engineering error, errors in original construction, settlement
15 or shifting of a building, or any other cause. The Association
16 is hereby declared to have an easement appurtenant to the Common
17 Area over all adjoining Lots for the purpose of accommodating any
18 Common Area encroachment due to engineering errors, errors in
19 original construction, settlement, or shifting of a building or
20 any other cause. There shall be valid easements for the
21 maintenance of said encroachments as long as they shall exist,
22 and the rights and obligations of Owners shall not be altered in
23 any way by said encroachment, settlement or shifting; provided,
24 however, that in no event shall a valid easement for encroachment
25 be created in favor of an Owner or Owners if said encroachment
26 occurred due to the willful misconduct of said Owner or Owners.
27 In the event a structure is partially or totally destroyed, and
28 then repaired or rebuilt, the Owners of each Lot agree that minor

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1 encroachments over adjoining Lots or Common Area or by Common
2 Area over Lots shall be permitted and that there shall be a valid
3 easement for the maintenance of said encroachments so long as
4 they shall exist.

5 2.1.7 Delegation of Use; Contract Purchasers,
6 Lessees, Tenants

7 Any Owner may temporarily delegate his rights
8 of use and enjoyment in the Project to the members of his family,
9 his guests, and invitees, and to such other persons as may be
10 permitted by the Project Documents, subject however, to the
11 Project Documents. However, if an Owner of a Lot has sold his
12 Lot to a contract purchaser, leased or rented it, the Owner,
13 members of his family, his guests and invitees shall not be
14 entitled to use and enjoy the Project while the Owner's Lot is
15 occupied by such contract purchaser, lessee or tenant. Instead,
16 the contract purchaser, lessee or tenant, while occupying such
17 Lot, shall be entitled to use and enjoy the Project and can
18 delegate the rights of use and enjoyment in the same manner as if
19 such contract purchaser, lessee or tenant were an Owner during
20 the period of his occupancy. During the period of time that an
21 Owner's Lot is occupied by a contract purchaser such contract
22 purchaser shall have the right to exercise such Owner's voting
23 rights (as to such lot) in the Association and such Owner shall
24 give to such contract purchaser, upon demand, such proxies as are
25 necessary to exercise such Owner's voting rights in the
26 Association. Each Owner shall notify the secretary of the
27 Association of the names of any contract purchasers, lessees or
28 tenant of such Owner's Lot. Each Owner, contract purchaser,

1 lessee or tenant also shall notify the secretary of the
2 Association of the names of all persons to whom such Owner,
3 contract purchaser, lessee or tenant has delegated any rights of
4 use and enjoyment in the Project and relationship that each such
5 person bears to the Owners, contract purchaser, lessee or tenant.
6 Any delegated rights of use and enjoyment are subject to
7 suspension to the same extent as are the rights of Owners.

8 2.1.8 Responsibility for Common Area Damage

9 The cost and expense of repair or replacement
10 of any portion of the Common Area resulting from the willful or
11 negligent act of an Owner, his contract purchasers, lessees,
12 tenants, family, guests or invitees shall be, in addition to the
13 party at fault, the responsibility of such Owner to the extent
14 that it is not covered by insurance maintained by the
15 Association. The Association shall cause such repairs and
16 replacements to be made and the cost thereof shall be levied as
17 an Individual Charge against such Owner.

18 2.2 Rights of Declarant

19 2.2.1 Reservation of Easements to Complete, Sell

20 Declarant hereby reserves in itself and its
21 successors and assigns the following easements over the Project
22 to the extent reasonably necessary to complete and sell, lease,
23 rent or otherwise dispose of the Lots:

24 (i) easements for ingress and egress,
25 drainage, encroachment, maintenance of temporary structures,
26 operation and storage of construction equipment and vehicles, for
27 doing all acts reasonably necessary to complete or repair the
28 Project, or develop subsequent Phases, or to discharge any other

1 duty of Declarant under the Project Documents or sales contracts
2 or otherwise imposed by law.

3 (ii) easements for activity reasonably
4 necessary to sell, lease, rent or otherwise dispose of the Lots.

5 These easements shall exist until the earlier of
6 (i) the date on which the last Lot is sold by Declarant or (ii) 3
7 years from the issuance of the most-recently-recorded final map
8 for a Phase of the Project.

9 Declarant covenants to use the above easements
10 in a manner that will reasonably minimize any adverse impact upon
11 the possession, use and enjoyment of the Project by the Owners.

12 2.3 Utilities

13 2.3.1 Rights and Duties

14 Whenever sanitary sewer, water, electric, gas,
15 television receiving, telephone lines or other utility
16 connections are located or installed within the Project, the
17 Owner of each Lot served by said connections shall be entitled to
18 the non-exclusive use and enjoyment of such portions of said
19 connections as service his Lot. Every Owner shall pay all
20 utility charges which are separately metered or billed to his
21 Lot. Every Owner shall maintain all utility installations
22 located in or upon his Lot except for those installations
23 maintained by the Association or utility companies, public or
24 private. Utility companies shall have the right, at reasonable
25 times after reasonable notice to enter upon the Lots, Common
26 Area, or other portion of the Project to discharge any duty to
27 maintain Project utilities.

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1 Whenever sanitary sewer, water, electric, gas,
2 television receiving, telephone lines or other utility
3 connections, are located within the Project, the Owner of a Lot
4 serviced by said connections shall have the right, and is hereby
5 granted an easement to the full extent necessary therefor, to at
6 reasonable times after reasonable notice enter upon Lots, Common
7 Area or other portions of the Project or to have its agents or
8 the utility companies enter upon the Lots, Common Area, or other
9 portions of the Project to maintain said connections as and when
10 necessary.

11 In the event of a dispute between Owners with
12 respect to the maintenance, repair or rebuilding of said
13 connections, or with respect to the sharing of the cost thereof,
14 then the matter shall be submitted to the Board for arbitration.

15 2.3.2 Easements for Utilities and Maintenance

16 Easements over and under the Project for the
17 installation, repair, and maintenance of sanitary sewer, water,
18 electric, gas, and telephone lines, cable or master television
19 antenna lines, and drainage facilities, as shown on the Map of
20 the Project, or as may be hereafter required to serve the
21 Project, are hereby reserved for Declarant and the Association,
22 together with the right to grant and transfer the same.

23 2.3.3 Association's Duties

24 The Association shall maintain all utility
25 installations located in or upon the Common Area except for those
26 installations maintained by utility companies, public or private.
27 The Association shall have the duty to operate, maintain, repair
28 and replace the community sewer disposal system and/or the water

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1 supply system in the event that a responsible public entity
2 fails to do so.

3 ARTICLE III

4 USE RESTRICTIONS

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

9 3.1 Propane Tanks

10 Any propane or other gas storage tank located on a Lot
11 shall be covered or enclosed in an attractive manner. Any cover
12 or enclosure required by this subarticle shall require the
13 approval of the Architectural Control Committee.

14 3.2 Solar Easements

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

17 3.3 Residential Use

18 No Lot shall be occupied and used except for single
19 family residential purposes by the Owners, their contract
20 purchasers, lessees, tenants, or guests, and no trade or business
21 shall be conducted thereon, except that Declarant and nay
22 Developer may use any Lot in the Project owned by him for a model
23 home site and/or sales office.

24 3.4 Nuisances

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

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

5 3.5 Garages, Power Equipment, Car Maintenance

6 The principal use of garages shall be for the parking
7 of cars; no garage shall be converted to living quarters without
8 the consent of the Board and any appropriate governmental agent.
9 Garages shall be used in such a manner so as to accommodate the
10 parking of at least the number of cars for which the garage was
11 designed.

12 No power equipment, work shops, or car maintenance of
13 any nature, other than emergency repair, shall be permitted on
14 the Project without the consent of the Board. In deciding
15 whether to grant approval, the Board shall consider the effects
16 of noise, air pollution, dirt or grease, fire hazard,
17 interference with radio or television reception, and similar
18 objections.

19 3.6 Parking Vehicle Restrictions

20 Unless otherwise permitted by the Board, no motor
21 vehicles nor boats shall be parked or left on any portion of the
22 Project other than within a Lot's driveway or garage or a Common
23 Area parking place, or other area of the Project designated by
24 the Association as permissible parking place.

25 No truck larger than three/quarter (3/4) ton, nor
26 trailer, nor motor home, nor mobile home, nor recreational
27 vehicle, nor camper shell, nor unlicensed vehicle, nor vehicles
28 designated and operated as off the road equipment for racing,

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1 dragging and other sporting events, shall be permitted on the
2 Project for longer than twenty-four hours without the consent of
3 the Board.

4 The Board may authorize the towing of any vehicle
5 parked in violation of these provisions.

6 3.7 Signs

7 No sign of any kind shall be displayed to the public
8 view from any portion of the Project without the approval of the
9 Board except (i) one sign of customary and reasonable dimensions
10 advertising a Lot for sale, lease or rent displayed from a Lot,
11 and (ii) such signs may be used by Declarant or a Developer for
12 the purpose of selling Lots as permitted by subarticle 2.2.1.
13 Any sign visible from a public street shall be in conformance
14 with all Town of Minden and County of Douglas sign ordinances.

15 3.8 Animals

16 No animals, livestock or poultry of any kind shall be
17 raised, bred or kept on any part of the Project except that
18 dogs, cats or other household pets may be kept on the Lots,
19 provided they are not kept, bred or maintained for any commercial
20 purpose, or in numbers deemed unreasonable by the Board. No
21 animal may be kept on the Project unless it is permitted by the
22 Town of Minden zoning ordinances. All dogs shall be kept on a
23 leash when on any portion of the Project except within its
24 Owner's Lot. The Board may establish further rules regarding the
25 keeping of and cleaning up after animals; including a system of
26 fines.

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1 3.9 Garbage and Refuse Disposal

2 All rubbish, trash, garbage and other waste shall be
3 regularly removed from the Project by a garbage removal service,
4 at each Owner's cost, and shall not be allowed to accumulate
5 thereon. Rubbish, trash, garbage and other waste shall be kept
6 in sanitary containers. All equipment, garbage cans, woodpiles,
7 or storage piles shall be kept screened and concealed from view
8 of other Lots, streets and the Common Area, except for the
9 schedule day for trash pick-up.

10 3.10 Right to Lease, Rent

11 Nothing in this Declaration shall prevent an Owner
12 from leasing or renting his Lot. However, any lease or rental
13 agreement shall be in writing and be expressly subject to the
14 Project Documents and any lease or rental agreement must specify
15 that failure to abide by such provisions shall be a default under
16 the lease or rental agreement. In addition, no Lot may be leased
17 or rented for a period of less than thirty (30) days.

18 3.11 Clothes Lines

19 No exterior clothes lines shall be erected or
20 maintained nor shall there be any outside laundering or drying of
21 clothes without the consent of the Board.

22 3.12 Window Covers

23 No window coverings other than curtains and drapes,
24 shutters, or blinds of a neutral or unobtrusive color may be
25 installed without the consent of the Board. No window shall be
26 covered with aluminum foil or similar material without the
27 consent of the Board.

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1 3.13 Wood Heater

2 The term "Wood Heater" includes, but is not limited
3 to, a freestanding fireplace, conventional masonry fireplace, a
4 fabricated zero clearance fireplace, any similar fireplace whose
5 operation requires it to be built into the structure as a
6 component of the building, franklin stove, air tight stove,
7 fireplace insert, or other stove or appliance designed to burn
8 solid fuel for heating and/or enjoyment purposes.

9 All wood heaters shall comply with the requirements of
10 any Douglas County Ordinance which may be in effect from time to
11 time, and if there be no such Ordinance regulating the same, then
12 said wood heater shall comply with the approved standards for
13 wood heaters as set by Washoe County, Nevada Ordinance.

14 3.14 Compliance With Project Documents

15 Each Owner, contract purchaser, lessee, tenant,
16 guest, invitee, or other occupant of a Lot or user of the Common
17 Area shall comply with the provisions of the Project Documents.

18 3.15 No Warranty of Enforceability

19 While Declarant has no reason to believe that any of
20 the restrictive covenants contained in this Article III or
21 unenforceable representation as to the present or future validity
22 or enforceability of any such restrictive covenant. Any Owner
23 acquiring a Lot in the Project in reliance on one or more of such
24 restrictive covenants shall assume all risks of the validity and
25 enforceability thereof and, by acquiring the Lot agrees to hold
26 Declarant harmless therefrom.

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ARTICLE IV

THE ASSOCIATION MEMBERSHIP AND VOTING

4.1 Association

Winhaven Homeowners Association, a Nevada nonprofit cooperative corporation, shall be the Association.

4.2 Management of Project

The management of the Project shall be vested in the Association in accordance with the Project Documents and all applicable laws, regulations and ordinances of any governmental or quasi governmental body or agency having jurisdiction over the Project.

4.3 Membership

Each Owner and co-owner shall be a Member of the Association, subject to the Project Documents and shall remain a Member thereof until such time as his ownership ceases for any reason at which time his Membership in the Association shall automatically cease.

4.4 Transferred Membership

Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. Any transfer of title to a Lot or interest in it shall operate automatically to transfer the appurtenant Membership rights in the Association to the new Owner.

4.5 Voting

The Association shall have two (2) classes of voting Membership established according to the following provisions:

1 4.5.1 Class A Membership

2 Class A Members shall be all Owners, except
3 Declarant and Developers, and shall be entitled to one vote for
4 each Lot owned. When more than one person or entity owns a Lot,
5 all such persons and entities shall be Members and the vote for
6 such Lot shall be exercised as they among themselves determine,
7 but in no event shall more than one vote be cast with respect to
8 any Lot.

9 4.5.2 Class B Membership

10 The Class B Members shall be Declarant who
11 shall be entitled to three votes for each Lot owned. Said Class
12 B Membership shall be automatically converted to Class A
13 Memberships and said Class B Membership shall forever cease to
14 exist on the occurrence of whichever of the following is first in
15 time:

16 (A) when the total votes held by the Class A
17 Members equal the total votes held by the Class B Members, or

18 (B) the tenth anniversary of the first sale of
19 a Lot of the Project.

20 4.6 Voting Requirements

21 Any action by the Association which must have the
22 approval of the Membership before being undertaken shall require
23 the vote or written assent of the Members. Except as otherwise
24 provided in the Project Documents, a majority of the voting power
25 of each class of the Members who are present at a properly
26 noticed meeting at which a quorum is present, shall be required.

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1 4.7 Record Date

2 The Association shall fix, in advance, a date as a
3 record date for the determination of the Members entitled to
4 notice of and to vote at any meeting of the Association and
5 entitled to cast written ballots. The record date shall be not
6 less than ten (10) days nor more than ninety (90) days prior to
7 any meeting or taking action.

8 4.8 Commencement of Voting Rights

9 Voting rights attributable to any Lot shall not vest
10 until Assessments have been levied against that Lot.

11 4.9 Membership Meetings

12 Regular and special meetings of Members of the
13 Association shall be held with the frequency, at the time and
14 place and in accordance with the provisions of the Bylaws.

15 4.10 Board of Directors

16 The affairs of the Association shall be managed by the
17 Board of Directors, which shall be established, and which shall
18 conduct regular and special meetings according to the provisions
19 of the Articles and Bylaws.

20 ARTICLE V21 ASSOCIATION POWERS, RIGHTS, DUTIES, LIMITATIONS22 5.1 Generally

23 The Association shall have the power to perform any
24 action reasonably necessary to exercise any right or discharge
25 any duty enumerated in this Article V or elsewhere in the Project
26 Documents or reasonably necessary to operate the Project. In
27 addition, the Association shall have all the powers and rights of
28 a nonprofit cooperative corporation under the laws of the State

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1 of Nevada.

2 The Association shall act through its Board of
3 Directors and the Board shall have the power, right and duty to
4 act for the Association except that actions which require the
5 approval of the Members of the Association shall first receive
6 such approval.

7 5.2 Enumerated Rights

8 In addition to those Association rights which are
9 provided elsewhere in the Project Documents the Association shall
10 have the following rights:

11 5.2.1 Delegation

12 To elect, employ, appoint, to assign and to
13 delegate the rights and duties of the Association to officers,
14 employees, agents and independent contractors.

15 5.2.2 Enter Contracts

16 To enter contracts with third parties to
17 furnish goods or services to the Project subject to the terms and
18 conditions set forth in the Project Documents.

19 5.2.3 Establish Rules

20 To adopt reasonable rules not inconsistent with
21 this Declaration, the Articles, the Bylaws, or any Declaration of
22 Annexation for a Phase of the Project, relating to the use of the
23 Common Area and all facilities thereon, and the conduct of Owners
24 and their contract purchasers, lessees, tenants and guests with
25 respect to the Project and other Owners. A copy of the Rules
26 shall be mailed or otherwise delivered to each Owner and a copy
27 shall be posted in a conspicuous place within the Common Area.

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1 5.2.4 Entry

2 To enter upon any portion of the Project,
3 including any Lot after giving reasonable notice to the Owner
4 thereof, for any purpose reasonably related to the performance by
5 the Association of its duties under this Declaration. In the
6 event of an emergency such right of entry upon any Lot shall be
7 immediate.

8 5.2.5 Security

9 To provide necessary or proper security for the
10 Project including but not limited to providing an entrance
11 security gate and/or a security patrol.

12 5.3 Enumerated Duties

13 In addition to those Association duties which are
14 imposed elsewhere in the Project Documents and those which are
15 necessary or appropriate to the operation of the Association, the
16 Association shall have the following duties:

17 5.3.1 Manage, Maintain Common Area

18 To own, manage, operate, improve, maintain,
19 repair and replace the Common Area and all its facilities,
20 improvements, and landscaping including the private streets and
21 other improvements located on the Common Area, and any other
22 property acquired by or subject to the control of the
23 Association, including personal property, in a safe, sanitary and
24 attractive condition.

25 The Town of Minden and Douglas County are
26 hereby designated as third-party beneficiaries of this
27 Declaration with the right to require and enforce hereunder
28 reasonable maintenance of the Common Areas and improvements

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1 thereon, private roads and landscaping.

2 5.3.2 Enforce Project Documents

3 To enforce the provisions of the Project
4 Documents by appropriate means as provided at Article VII.

5 5.3.3 Levy and Collection of Assessments and
6 Individual Charges

7 To fix, levy and collect Assessments and
8 Individual Charges in the manner provided in Articles VI and VII.

9 5.3.4 Taxes and Assessments

10 To prepare and file annual tax returns with the
11 Federal government and the State of Nevada and to make such
12 elections as may be necessary to reduce or eliminate the tax
13 liability of the Association.

14 5.3.5 Legal and Accounting

15 To obtain and pay the cost of legal and
16 accounting services necessary or proper to the maintenance and
17 operation of the Project and the enforcement of the Project
18 Documents.

19 5.3.6 Insurance

20 To obtain and pay the cost of insurance for the
21 Project as provided in subarticle 8.1.

22 5.3.7 Preparation and Distribution of Financial
23 Information

24 To regularly prepare budgets and financial
25 statements, on

26 (A) A pro-forma operating statement (budget)
27 for each fiscal year shall be prepared before the beginning of
28 the fiscal year;

(B) An annual report consisting of a balance

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1 sheet, an operating (income) statement and a statement of
2 changes in financial position for said fiscal year shall be
3 prepared after the close of the fiscal year.

4 5.3.8 Maintenance and Inspection of Books
5 Records

6 To cause to be kept adequate and correct books
7 of account, a register of Members, minutes of Member and Board
8 meetings, a record of all corporate acts, and other records as
9 are reasonably necessary for the prudent management of the
10 Project and to present a statement thereof to the Members at the
11 annual meeting of Members, or at any special meeting when
12 requested in writing by twenty-five percent (25%) of the voting
13 power of Members other than Declarant.

14 The Membership register (including names,
15 addresses and voting rights), books of account and minutes of
16 meetings of the Members, of the Board, and of committees shall be
17 made available for inspection and copying by any Member of the
18 Association, or by his duly appointed representative, at any
19 reasonable time and for a purpose reasonably related to his
20 interest as a Member, at the principal office of the Association
21 or at such other place within the Project as the Board of
22 Directors shall prescribe. The Board shall establish reasonable
23 rules.

24 5.3.9 Architectural Controls

25 To maintain architectural control over the
26 Project and appoint Architectural Control Committees in
27 connection therewith, pursuant to Article XI.

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ARTICLE VIASSESSMENTS6.1 Agreement to Pay Assessments and Individual Charges

Declarant and each Developer for each Lot owned by them, hereby covenant and agree, and each Owner, by acceptance of a deed to a Lot, is deemed to covenant and agree for each Lot owned, to pay to the Association all Regular Assessments and all Special Assessments (collectively "Assessments"), and all Individual Charges, to be established and collected as provided in this Declaration and in the other Project Documents.

6.2 Purpose of Assessments

The purpose of Assessments is to raise funds necessary to operate the Project. Assessments shall be used exclusively to promote the recreation, health, safety and welfare of all the Owners and for the improvement, maintenance and administration of the Project and other expenditures incurred in the performance of the duties of the Association as set forth in the Project Documents.

6.3 Regular Assessments

The purpose of Regular Assessments is to raise funds necessary to pay the anticipated costs of operating during the fiscal year and to accumulate reserves to pay extraordinary costs anticipated in future years. Not less than ninety (90) days before the beginning of each fiscal year, the Board shall prepare, and distribute to each Owner, a proposed pro forma operating statement or budget for the forthcoming fiscal year. Any Owner or Mortgagee may make written comments to the Board with respect to said pro forma operating statement. The pro

1 forma operating statement shall be prepared consistently with the
2 prior fiscal year's operating statement and shall include
3 adequate reserves for contingencies and for maintenance, repairs
4 and replacement of the Common Area improvements or Association
5 personal property likely to need maintenance, repair or
6 replacement in the future.

7 Not more than ninety (90) days nor less than sixty
8 (60) days before the beginning of each fiscal year, the Board
9 shall meet for the purpose of establishing the regular assessment
10 for the forthcoming fiscal year. At such meeting the Board shall
11 review the proposed pro forma operating statement or budget, and
12 written comments received and any other information available to
13 it and, after making any adjustments that the Board deems
14 appropriate, shall establish the Regular Assessment for the
15 forthcoming fiscal year; provided, however, that the Board may
16 not establish a Regular Assessment for any fiscal year which is
17 more than twenty percent (20%) greater than the Regular
18 Assessment for the immediately preceding fiscal year without the
19 approval of a majority of the voting power of the Association
20 residing in Members other than Declarant. Not less than sixty
21 (60) days before the beginning of each fiscal year the Board
22 shall distribute to each Owner a final copy of the pro forma
23 operating statement or budget for the forthcoming fiscal year
24 which provides written notice of each Owner's assessment.
25 Regular Assessments shall be payable in equal monthly
26 installments due on the first day of each month, unless the Board
27 adopts some other basis for collection.

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1 6.4 Special Assessments

2 If the Board determines that the estimated total
3 amount of refunds necessary to defray the common expenses of the
4 Association for a given fiscal year is or will become inadequate
5 to meet expenses for any reason, including but not limited to,
6 unanticipated delinquencies, costs of construction, unexpected
7 repairs or replacements of capital improvements on the Common
8 Area, the Board shall determine the approximate amount necessary
9 to defray such expenses, and if the amount is approved by the
10 Board it shall become a Special Assessment. The Board may, in
11 its discretion, pro rate such Special Assessment over the
12 remaining months of the fiscal year or levy the Assessment
13 immediately against each Lot. Special Assessments shall be due
14 on the first day of the month following notice of their levy.

15 6.5 Individual Charges

16 Individual Charges may be levied against an Owner (i)
17 as a monetary penalty imposed by the Association as a
18 disciplinary measure for the failure of the Owner to comply with
19 the Project Documents, or (ii) as a means of reimbursing the
20 Association for costs incurred by the Association for repair of
21 damage to Common Areas and facilities for which the Owner was
22 responsible, or to otherwise bring the Owner and his Lot into
23 compliance with the Project Documents. Individual Charges
24 against an Owner shall not be enforceable through the lien
25 provisions of the Project Documents. Notwithstanding the
26 foregoing, charges imposed against a Lot and its Owner consisting
27 of reasonable late payment penalties and/or charges to reimburse
28 the Association for loss of interest, and/or for costs reasonably

1 incurred (including attorney's fees) in the efforts to collect
2 delinquent Assessments shall be fully enforceable through the
3 lien provisions of the Project Documents.

4 6.6 Allocation of Regular and Special Assessments

5 Regular and Special Assessments shall be levied
6 against each Lot (and its Owner) equally based on a fraction the
7 numerator of which is one (1) and the denominator of which is the
8 total number of Lots in the Project.

9 6.7 Commencement of Assessments and Individual
10 Charges

11 Assessments and Individual Charges shall commence as to
12 all Lots in the Project or any Phase thereof on the close of
13 escrow for the first sale of a Lot in the Project or Phase
14 thereof. Regular Assessments shall commence as to all Lots in
15 any Phase of the Project on the first day of the month following
16 the date of close of escrow for the first sale of a Lot in that
17 Phase. Thereafter, Regular Assessments shall commence on the
18 first day of the first month of the fiscal year.

19 6.8 Creation of the Assessment Lien; Personal
20 Obligation for Assessments and Individual Charges

21 Any Assessment not paid within thirty (30) days after
22 the due date, together with late charges, interest (at the rate
23 of twelve percent (12%) per annum), costs and reasonable
24 attorney's fees, shall be a charge and a continuing lien upon the
25 Lot against which each Assessment is made, the lien to become
26 effective upon recordation of a Notice of Delinquent Assessment.

27 All Assessments and Individual Charges, together with
28 late charges, interest, costs, and reasonable attorney's fees
incurred in collecting delinquent Assessments and Individual

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1 Charges, shall be the personal obligation of the Owner of such
2 Lot at the time when the Assessments or Individual Charges fell
3 due. If more than one person or entity was the Owner of a Lot at
4 the time the Assessments or Individual Charges fell due, the
5 personal obligation to pay each Assessment and Individual Charges
6 shall be joint and several. The personal obligation for
7 delinquent Assessments and Individual Charges shall not pass to
8 any transferee unless expressly assumed by him. No Owner may
9 exempt himself from liability for his Assessments or Individual
10 Charges obligation by waiver of the use or enjoyment of any of
11 the Project.

12 6.9 No Offsets

13 All Assessments and Individual Charges shall be
14 payable in the amount specified by the levy and no offsets
15 against such amounts shall be permitted for any reason, including
16 without limitation, a claim that the Association is not properly
17 exercising its duties and powers as provided in the Declaration.

18 6.10 Enforcement of Lien

19 The lien provided for herein may be enforced by the
20 sale of property which is subject to the Assessment by the
21 Association, or officers or attorneys, in accordance with the
22 provisions of Covenants 6, 7 and 8 of NRS 107.030, and NRS
23 107.080 and 107.090 applicable to the exercise of powers of sale
24 in deeds of trust, or in any other manner allowed by law.

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ARTICLE VIIENFORCEMENT OF RESTRICTIONS7.1 General

The Association or any Owner shall have the right to enforce compliance with the Project Documents in any manner provided by law or in equity, including without limitation, the right to enforce the Project Documents by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Project Documents, to enforce the liens provided for herein (except that no Owner shall have the right to enforce independently of the Association any Assessment, Individual Charge, or Assessment lien created herein) and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Lot in the manner provided by law. In the event the Association or any Owner shall employ an attorney to enforce the provisions of the Project Documents, against any Owner, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner shall bear interest at twelve percent (12%) per annum from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in the Project Documents, commencing immediately after repayment is demanded. All enforcement powers of the Association shall be cumulative. Failure by the Association or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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ARTICLE VIIIINSURANCE8.1 Insurance

In addition to other insurance required to be maintained by the Project Documents, the Association shall maintain in effect at all times the following insurance:

8.1.1 Liability Insurance

The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, the Board, the Declarant, Owners, occupants of Lots, their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership, use or maintenance of the Common Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against any liability customarily covered with respect to projects similar in construction, location and use.

8.1.2 Casualty Insurance

The Association also shall obtain and maintain a policy of casualty insurance for the full replacement value (without deduction for depreciation) for all of the improvements within the Common Area. Such insurance shall include coverage against any risk customarily covered with respect to projects similar in construction, location and use. The form, content,

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1 term of the policy, its endorsements and the issuing company must
2 meet the standards of and be satisfactory to all First
3 Mortgagees. The policy shall name as insured the Association for
4 the benefit of the Owners and Declarant, as long as Declarant is
5 the Owner of any Lot.

6 8.1.3 Other Insurance

7 The Board shall purchase and maintain workers'
8 compensation insurance, to the extent that it is required by law,
9 for all employees or uninsured contractors of the Association.
10 The Board also shall purchase and maintain fidelity coverage
11 against dishonest acts on the part of Directors, Officers,
12 managers, trustees, employees or volunteers who handle or who are
13 responsible to handle the funds of the Association, and such
14 fidelity bonds shall name the Association obligee, and shall be
15 written in an amount equal to one hundred fifty percent (150%) of
16 the estimated annual operating expenses of the Association,
17 including reserves. In connection with such fidelity coverage, an
18 appropriate endorsement to cover any persons who serve without
19 compensation shall be added if the policy would not otherwise
20 cover volunteers. The Board shall also purchase and maintain
21 insurance on personal property owned by the Association, and any
22 other insurance that it deems necessary, that is required by any
23 First Mortgage or is customarily obtained for projects similar in
24 construction, location and use.

25 8.1.4 Officer and Director Insurance

26 The Association may purchase and maintain
27 insurance on behalf of any Director, Officer or member of a
28 committee of the Association (collectively the "agents") against

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1 any liability asserted against or incurred by the agent in such
2 capacity or arising out of the agent's status as such, whether or
3 not the Association would have the power to indemnify the agent
4 against such liability under applicable law.

5 8.1.5 Waiver of Subrogation

6 All property and liability insurance carried
7 by the Association or the Owners shall contain provisions whereby
8 the insurer waives rights of subrogation as to the Association,
9 Directors, Officers, Committee members, Declarant, Owners, their
10 family, guests, agents and employees.

11 ARTICLE IX

12 MORTGAGEE PROTECTIONS

13 9.1 Subrogation

14 Any lien created or claimed under the provisions of
15 this Declaration is expressly made subject and subordinate to the
16 rights of any First Mortgage that encumbers any Lot or other
17 portion of the Project, made in good faith for value, and no such
18 lien shall in any way defeat, invalidate, or impair the
19 obligation or priority of such First Mortgage unless the First
20 Mortgage expressly subordinates his interest, in writing, to such
21 lien.

22 9.2 Notice of Default

23 A First Mortgage, upon request, shall be entitled to
24 written notification from the Association of any default in the
25 performance by the affected Lot Owner of any obligation under the
26 Project Documents which is not cured within sixty (60) days.

27 9.3 Conflicts

28 In the event of a conflict between any of the

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1 provisions of this Article IX and any other provisions of this
2 Declaration, the provisions of this Article IX shall control.

3 ARTICLE X

4 ANNEXATION

5 10.1 Annexing Additional Property

6 Additional real property may be annexed to the Project,
7 become subject to the Project Documents, and subject to the
8 rights, powers and duties of the Association by either of the
9 following methods:

10 10.1.1 Annexation Pursuant to Plan

11 Declarant intends to sequentially develop the
12 Project into a planned community on a phased basis. As necessary
13 to implement this plan, Declarant reserves the right to annex all
14 or any part of the real property described in Exhibit "2"
15 ("Property Subject to Annexation") in whatever sized Phases and
16 in whatever order that Declarant, in its sole discretion, deems
17 advisable. Although Declarant shall have the right to annex all
18 or any portion of the Annexable Property, Declarant shall not be
19 obligated to do so, and makes no representation with respect to
20 whether or not said real property will ever be developed or
21 annexed.

22 A Declaration of Annexation shall be recorded
23 by the Owner and Declarant covering the real property to be
24 annexed. Said Declaration shall incorporate this Declaration by
25 reference and may contain such complimentary additions to and
26 modifications of the covenants and restrictions contained in this
27 Declaration as may be necessary to reflect the different
28 character, if any, of the added real property, and as are not

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1 inconsistent with the scheme of this Declaration. The
2 Declaration of Annexation shall contain, among other items,
3 designation of any Lots or Common Areas for the purpose of this
4 Declaration.

5 10.1.2. Annexation Pursuant to Approval

6 Upon the approval of seventy-five percent
7 (75%) of the voting power of the Association residing in Members
8 other than Declarant, the owner of any real property who desires
9 to annex it to the Project, to subject it to the Project
10 Documents and to subject it to the rights, powers and duties of
11 the Association shall record a Declaration of Annexation in the
12 manner described herein.

13 10.2 Effect of Annexation

14 Upon annexation of a new Phase, the annexed parcel
15 shall become part of the Project, subject to the Project
16 Documents and subject to the rights, powers and duties of the
17 Association to the same extent as the first Phase of the Project.
18 Without limiting the foregoing, the Owners of Lots in pre-
19 existing Phase(s) shall continue to have the same rights with
20 respect to the use of the Common Area located within their
21 Phase(s), and shall acquire a non-exclusive easement for use,
22 enjoyment, ingress and egress over any Common Area located within
23 the new Phase, provided, however, that such rights will be
24 subject to the same conditions regarding use, enjoyment, ingress
25 and egress as governs the pre-existing Phase(s). Upon the same
26 conditions, the Owners of Lots in the new Phase shall acquire
27 non-exclusive easements for use, enjoyment, ingress and egress in
28 both the Common Area located within the pre-existing Phase(s) and

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1 the Common Area located within the new Phase. Assessments shall
 2 commence as to all Lots in the new Phase on the first day of the
 3 month following the date of close of escrow for the first sale of
 4 a Lot in such new Phase. The above-described easements over the
 5 Project are hereby reserved for the benefit of Owners of Lots in
 6 subsequent Phases.

7 ARTICLE XI

8 ARCHITECTURAL CONTROL

9 11.1 Approval of Alteration and Improvements

10 11.1.1 General Limitation

11 Subject to the exceptions described at
 12 Subarticle 11.1.2, no Improvement may be constructed, painted,
 13 altered or changed on any portion of the Project without the
 14 prior written approval of the Architectural Control Committee
 15 ("Committee").

16 11.1.2 Exemption

17 Notwithstanding Subarticle 11.1.1, no
 18 Committee approval shall be required for (i) initial
 19 Improvements constructed by, at the direction of, or with the
 20 approval of Declarant; (ii) normal maintenance of exempt or
 21 previously approved Improvements; (iii) rebuilding an exempt or
 22 previously approved Improvement; (iv) changes to the interior of
 23 an exempt or previously approved Structure; (v) work reasonably
 24 required to be performed in an emergency for the purpose of
 25 protecting any person or property from damage.

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1 11.2 Architectural Control Committee2 11.2.1 Number, Appointment, Terms

3 The Committee shall be composed of three (3)
4 members. Declarant shall appoint all of the initial members.
5 Declarant reserves the right to appoint all members of the
6 Committee until ninety percent (90%) of all Lots in the project
7 have been sold, or until the fiftieth (50th) anniversary of the
8 original recordation of the map of the Project, whichever first
9 occurs. Thereafter, the Board shall have the right to appoint
10 all members of the Committee.

11 Members appointed to the Committee by the
12 Board shall be from the Membership of the Association. Members
13 appointed to the Committee by Declarant need not be members of
14 the Association.

15 11.2.2 Operation

16 The Committee shall meet from time to time as
17 necessary to properly perform its duties hereunder. The
18 requirements for valid Committee meetings and action shall be the
19 same as that which is required for valid Board meetings and
20 action as provided in the Bylaws. The Committee shall keep and
21 maintain a record of all action from time to time taken by the
22 Committee at meetings or otherwise, and shall maintain files of
23 all documents submitted to it, along with records of its
24 activities. Unless authorized by the Association, the members of
25 the Committee shall not receive any compensation for services
26 rendered. All members shall be entitled to reimbursement by the
27 Association for reasonable expenses incurred by them in
28 connection with the performance of their duties.

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1 11.2.3 Duties

2 The Committee may adopt Architectural
3 Control Guidelines ("Guidelines") as provided in Subarticle 11.3
4 and shall perform other duties imposed upon it by the Project
5 Documents or delegated to it by the Board.

6 The address of the Committee shall be the
7 principal office of the Association, as designated by the Board
8 pursuant to the Bylaws. Such address shall be the place for the
9 submittal of plans and specifications and the place where current
10 copies of the Guidelines shall be kept.

11 11.3 Architectural Standards, Guidelines12 11.3.1 Committee Guidelines

13 The Board shall approve the initial
14 Guidelines adopted by the Committee. The Committee may, from
15 time to time, amend said Guidelines prospectively if approved by
16 two (2) members of the Committee; otherwise, Board approval
17 shall be required for any amendment. Said Guidelines shall
18 interpret and implement the provisions of this Article 11 by
19 setting forth more specific standards and procedures for
20 Committee review. All Guidelines shall be in compliance with all
21 applicable laws and regulations of any governmental entity having
22 jurisdiction over Improvements on the Project, shall incorporate
23 high standards of architectural design and construction
24 engineering, shall be in compliance with the minimum standards of
25 Subarticle 11.3.2 and otherwise shall be in conformity with the
26 purposes and provisions of the Project Documents.

27 A copy of the current Guidelines shall be
28 available for inspection and copying by any Member at any

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1 reasonable time during business hours of the Association.

2 11.3.2 Standards

3 The following minimum standards shall apply
4 to any Improvements constructed on the Project:

5 (a) No more than one Dwelling shall be
6 constructed on any Lot.

7 (b) All Improvements shall be constructed in
8 compliance with the applicable zoning laws, building codes,
9 subdivision restrictions, and all other laws, ordinances and
10 regulations applicable to Project Improvements.

11 In reviewing proposed Improvements for
12 approval, the Committee shall consider at least the following:

13 (a) Does the proposed Improvement conform to
14 the purposes and provisions of the Project Documents?

15 (b) Is the proposed Improvement of a quality
16 of workmanship and materials comparable to other improvements
17 that are proposed or existing on the Project?

18 (c) Is the proposed Improvement of a design
19 and character which is harmonious with proposed or existing
20 Improvements and with the natural topography in the immediate
21 vicinity?

22 (d) Will the proposed Improvement
23 unreasonably interfere with or otherwise impair the view or solar
24 access of other portions of the project?

25 (e) Does the proposed Improvement
26 incorporate or take advantage of existing technology, equipment
27 and material to provide for energy efficiency and pollution
28 control?

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1 11.4 Committee Approval Process2 11.4.1 Approval Application

3 Any Owner proposing to construct, paint,
4 alter or change any Improvement on the Project which requires the
5 prior approval of the Committee shall apply to the Committee in
6 writing for approval of the work to be performed and a proposed
7 time schedule for performing the work. The Committee may charge
8 an Owner a reasonable fee for application review.

9 The submittal of plans and specifications for
10 the work are required by the Committee. Such plans and
11 specifications may include, but are not limited to, showing the
12 nature, kind, shape, color, size, materials and location of the
13 proposed work, or the size, species and location of any plants,
14 trees, shrubs and other proposed landscaping.

15 11.4.2 Review and Approval

16 Upon receipt of all documents reasonably
17 required by the Committee to consider the application, the
18 Committee shall determine whether the proposed work is in
19 compliance with the provisions and purposes of the Project
20 Documents and all Guidelines of the Committee in effect at the
21 time the documents are submitted. In the event the Committee
22 fails to approve an application, it shall notify the applicant in
23 writing of the specific matters to which it objects. In the
24 event the Committee fails to notify the applicant within forty-
25 five (45) days after receipt of all documents reasonably required
26 to consider an application or a correction or resubmittal thereof
27 of the action taken by the Committee, the application shall be
28 deemed approved. One set of plans as finally approved shall be

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1 retained by the Committee as a permanent record.

2 11.4.3 Inspection, Non-Compliance

3 The Committee, or any authorized
4 representative, shall have the right at any reasonable time,
5 after reasonable notice, to enter upon any portion of the Project
6 for the purpose of determining whether or not any work is being
7 performed, or was performed, in compliance with the Project
8 Documents.

9 If at any time the Committee determines that
10 work is not being performed, or was not performed in compliance
11 with the Project Documents or the Guidelines, whether based on a
12 failure to apply for or obtain approval, a failure to comply with
13 approval, a failure to timely commence or complete approved work
14 or otherwise, the Committee shall notify the Owner in writing of
15 such non-compliance specifying the particulars of non-compliance,
16 and demanding that the Owner remedy such non-compliance within a
17 reasonable and specified period.

18 In the event that the offending Owner fails
19 to remedy such non-compliance within the specified period, the
20 Committee shall notify the Board in writing of such failure. The
21 Board shall have the right to remedy the non-compliance in any
22 appropriate manner permitted by the Project Documents or
23 otherwise permitted by law, or in equity, including, but not
24 limited to, removing the non-complying Improvement, completing
25 the non-complying Improvement, or recording a notice of non-
26 compliance or non-completion on the property, as appropriate.
27 The Owner shall have the obligation to reimburse the Association
28 for any costs incurred enforcing these provisions and if the

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1 Association is not reimbursed upon demand, the Board shall have
2 the right to Individually Charge the cost thereof to such Owner.

3 11.5 Estoppel Certificate

4 Within thirty (30) days after written demand is
5 delivered therefor to the Committee by any Owner or Mortgagee,
6 and upon payment to the Association of a reasonable fee (as fixed
7 from time to time by the Board), the Committee shall execute and
8 deliver in recordable form, if requested, an estoppel certificate
9 executed by any three (3) of its members, certifying with respect
10 to any Lot of said Owner or Mortgagee, that as of the date
11 thereof either (a) all improvements made and other work done upon
12 or within said Lot comply with the Project Documents, or (b) such
13 improvements or work do not so comply, in which event the
14 certificate shall also identify the non-complying improvements or
15 work and set forth with particularity the basis of such non-
16 compliance. Such statement shall be binding upon the Association
17 and Committee in favor of any person who may rely thereon in good
18 faith.

19 11.6 Liability

20 Neither the Declarant, the Committee, the Board nor any
21 member thereof shall be liable to the Association or to any Owner
22 or to any third party for any damages, loss or prejudice suffered
23 or claimed on account of (a) the approval or disapproval of any
24 plans, drawings and specifications, whether or not defective, (b)
25 the construction or performance of any work, whether or not
26 pursuant to approved plans, drawings and specifications, (c) the
27 development of any property within the Project, or (d) the
28 execution and filing of an estoppel certificate pursuant to

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1 Subarticle 11.5, or the execution and filing of a notice of non-
2 compliance or non-completion pursuant to Subarticle 11.4.3,
3 whether or not the facts therein are correct if the Declarant,
4 the Board, the Committee or such member has acted in good faith
5 on the basis of such information as may be possessed by him.
6 Specifically, but not by way of limitation, it is understood that
7 plans and specifications are not approved for engineering design,
8 and by approving such plans and specifications neither the
9 Committee, the members thereof, the Association, the Members, the
10 Board nor Declarant assumes liability or responsibility therefor,
11 or for any defect in any structure constructed from such plans
12 and specifications.

13 ARTICLE XII

14 GENERAL PROVISIONS

15 12.1 Notices

16 Notices provided for in the Project Documents shall be
17 in writing and shall be deemed sufficiently given when delivered
18 personally or 48 hours after deposit in the United States mail,
19 postage prepaid, addressed to an Owner at the last address such
20 Owner designates to the Association for delivery of notices, or
21 in the event of no such designation, at such Owner's last known
22 address, or if there be none, at the address of the Owner's lot.
23 Notices to the Association shall be addressed to the address
24 designated by the Association by written notice to all owners.

25 12.2 Notice of Transfer

26 No later than five (5) days after the sale or transfer
27 of any Lot under circumstances whereby the transferee becomes the
28 Owner thereof, the transferee shall notify the Association in

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1 writing of such sale or transfer. Such notice shall set forth:
2 (i) the Lot involved; (ii) the name and address of the transferee
3 and transferer; and (iii) the date of sale. Unless and until
4 such notice is given, the Association shall not be required to
5 recognize the transferee for any purpose, and any action taken by
6 the transferer as an Owner may be recognized by the Association.
7 Prior to receipt of any such notification by the Association, any
8 and all communications required or permitted to be given by the
9 Association shall be deemed duly given and made to the transferee
10 if duly and timely made and given to such transferee's
11 transferer.

12 12.3 Construction, Headings

13 The provisions of this Declaration shall be liberally
14 construed to effectuate its purpose of creating a uniform plan
15 for the development of a planned community and for the
16 maintenance of the Project. The Article headings have been
17 inserted for convenience only, and shall not be considered or
18 referred to in resolving questions of interpretation or
19 construction.

20 12.4 Severability

21 The provisions of this Declaration shall be deemed
22 independent and severable, and the invalidity or partial
23 invalidity or unenforceability of any provision or provisions
24 shall not invalidate any other provisions.

25 12.5 Exhibits

26 All exhibits referred to are incorporated herein by
27 such reference.

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1 12.6 Easements Reserved and Granted

2 Any easements referred to in this Declaration shall be
3 deemed reserved or granted as applicable, or both reserved and
4 granted, by reference to this Declaration in a deed to any Lot.

5 12.7 Binding Effect

6 This Declaration shall inure to the benefit of and be
7 binding on the successors and assigns of the Declarant, and the
8 heirs, personal representatives, grantees, tenants, successors
9 and assigns of any Owner.

10 12.8 Violations and Nuisance

11 Every act or omission whereby a covenant, condition or
12 restriction of this Declaration is violated in whole or in part
13 is hereby declared to be a nuisance and may be enjoined or
14 abated, whether or not the relief sought is for negative or
15 affirmative action, by Declarant, the Association or an Owner or
16 Owners.

17 12.9 Violation of Law

18 Any violation of any state, municipal or local law,
19 ordinance or regulation pertaining to the ownership, occupation
20 or use of any of the project is hereby declared to be a violation
21 of this Declaration and subject to any and all of the enforcement
22 procedures herein set forth.

23 12.10 Conflict of Project Documents

24 If there is any conflict among or between the Project
25 Documents, priority shall be given to Project Documents in the
26 following order: Articles, Bylaws, Declaration, Rules and
27 Regulations of the Association and Architectural Control
28 Guidelines.

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1 12.11 Termination of Declaration

2 This Declaration shall run with the land, and
3 shall continue in full force and effect for a period of twenty-
4 five (25) years from the date on which this Declaration is
5 executed. After that time, this Declaration and all its
6 covenants and other provisions shall be automatically extended
7 for successive ten (10) year periods unless this Declaration is
8 revoked by an instrument executed by Owners of not less than
9 three-fourths (3/4) of the Lots in the Project, and recorded in
10 the office of the Douglas County Recorder within one (1) year
11 prior to the end of said 25-year period or any succeeding 10-year
12 period.

13 ARTICLE XIII14 AMENDMENT15 13.1 Amendment Prior to First Sale

16 Until sale of the first lot, Declarant shall have the
17 right to amend this Declaration at will, subject only to any
18 requirements of the Nevada Revised Statutes.

19 13.2 Amendment After the First Sale

20 After the first sale of a Lot, this Declaration shall
21 be amended as follows:

22 13.2.1 Two Class

23 So long as Class A and Class B memberships
24 exist, upon the vote or written assent of a majority of the
25 voting power of each class.

26 13.2.2 Single Class

27 After conversion of Class B to Class A
28 Memberships, upon the vote or written assent of a majority of the

1 total voting power of the Association, including a majority of
2 the voting power of Members other than Declarant.

3 13.2.3 Specific Provisions

4 The percentage of the voting power necessary
5 to amend a specific clause or provision herein shall not be less
6 than the percentage of affirmative votes prescribed for action to
7 be taken under said clause or provision.

8 13.3 Amendment Instrument

9 An amendment shall become effective when it has
10 received the required approvals and the Board has executed,
11 acknowledged and recorded in the office of the Douglas County
12 Recorder an instrument expressing the amendment and certifying
13 that the required approvals were received.

14 The undersigned, being the Declarant herein, has executed
15 this Declaration on August 15th, 1989.

16 DECLARANT:

WESTERN NEVADA PROPERTIES,
INC, a Nevada corporation

17
18 By Leo Hanly
19 Leo Hanly, President

20
21 FIRST INTERSTATE BANK
NEVADA

22
23 By Jackie Delaney
24 JACKIE DELANEY

25
26
27 209465

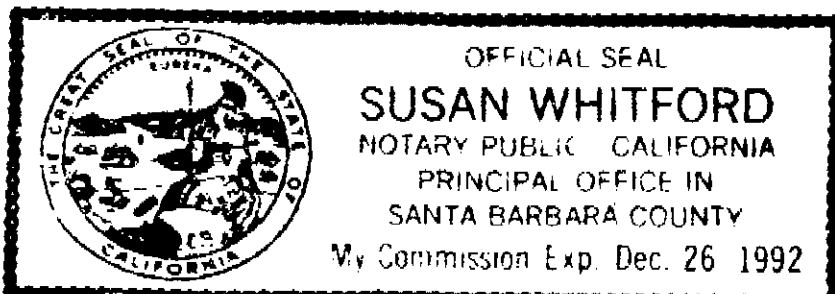
28
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DOUGLAS COUNTY

1 STATE OF ()
 2 : ss.
 2 County of ()

3 On this 15 day of August, 1989, personally
 4 appeared before me, the undersigned Notary Public in and for the
 5 County and State aforesaid, Leo Hanly, who is President of
 6 Western Nevada Properties, Inc., a Nevada corporation, personally
 7 known to me to be the person who executed the foregoing
 8 instrument on behalf of said corporation and who acknowledged to
 9 me that he executed the same freely and voluntarily and for the
 10 uses and purposes therein mentioned.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
 12 my official seal the day and year in this certificate first above
 13 written.



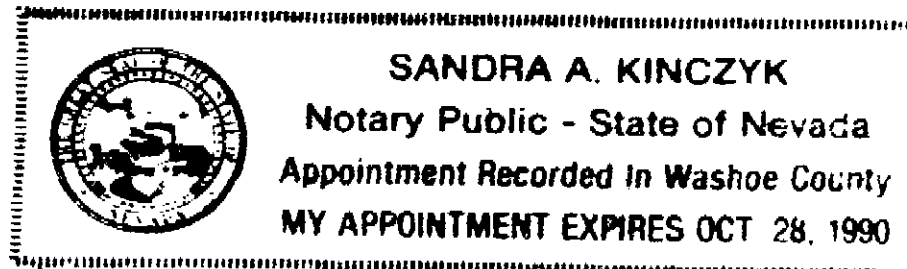
Susan Whitford
 NOTARY PUBLIC

14 STATE OF)
 15 : ss.
 16 County of)

17 On this 17th day of August, 1989, personally
 18 appeared before me, the undersigned Notary Public in and for the
 19 County and State aforesaid, JACKIE DELANEY, who is VICE PRESIDENT
 20 of First Interstate Bank of Nevada personally known to me to be
 21 the person who executed the foregoing instrument on behalf of
 22 said corporation and who acknowledged to me that he executed the
 23 same freely and voluntarily and for the uses and purposes therein
 24 mentioned.

25 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
 26 my official seal the day and year in this certificate first above
 27 written.

Sandra A. Kinczyk
 NOTARY PUBLIC



28 REQUESTED BY
Western Nevada Properties
 IN OFFICIAL RECORDS OF
 DOUGLAS COUNTY, NEVADA

'89 AUG 25 A11:14

SUZANNE DEQUEPEAU
 RECORDER

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\$55⁰⁰ PAID K12 DEPUTY 51
 BOOK 889 PAGE 3712

58
AUG. 31 REC'D

1 After recording mail to:
✓2 Mr. Leo A. Hanly
Western Nevada Properties, Inc.
3 Post Office Box 2647
Minden, Nevada 89423
4
5
6
7
8
9

10 DECLARATION OF
11 COVENANTS, CONDITIONS AND RESTRICTIONS
12 AND RESERVATION OF EASEMENTS
13 OF WINHAVEN
14 A PLANNED UNIT DEVELOPMENT
15 MINDEN, DOUGLAS COUNTY, NEVADA
16
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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
OF WINHAVEN**

RECITALS

This Declaration, made on the date hereinafter set forth by WESTERN NEVADA PROPERTIES, INC., a Nevada corporation ("Declarant"), is made with reference to the following facts:

A. Declarant is the owner of a certain tract of real property located in Minden, Douglas County, Nevada and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

All of the property described above and all of the improvements thereon shall be referred to as the "Project".

B. The Project possesses charm and natural beauty which Declarant intends to preserve through the use of a coordinated plan of development and the terms of this Declaration. It is anticipated that the plan will provide for comprehensive land planning, harmonious and appealing landscaping, improvement, and the establishment of individual Maintenance Associations for portions of the Project. It is assumed that each purchaser of property in the Project will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of this Declaration. The Declaration is designed to complement local governmental regulations, and where conflicts occur, the more restrictive requirements shall prevail.

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1 C. It is desirable for the efficient management and the
2 preservation of the value, desirability and attractiveness of the
3 Project to create a corporation to which shall be assigned the
4 powers and delegate the duties of managing certain aspects of the
5 Project; maintaining and administering the Common Areas;
6 administering, collecting and disbursing funds pursuant to the
7 provisions regarding assessment and charges hereinafter created
8 and referred to; and to perform such other acts as shall
9 generally benefit the Project. Winhaven Homeowners Association
10 ("Association"), a master homeowners association and a nonprofit
11 mutual benefit corporation, has been incorporated under the laws
12 of the State of Nevada for the purpose of exercising the powers
13 and functions aforesaid.

14 D. Declarant has improved or intends to improve the
15 Project by subdividing and constructing it into residential lots
16 designed to be improved with dwellings ("Lots") and common areas
17 with improvements ("Common Area").

18 E. Each Owner shall receive fee title to his Lot, a
19 Membership in the Association, which shall hold title to the
20 Common Area, a non-exclusive easement for use, enjoyment, ingress
21 and egress over the Common Area, and for such other interests as
22 are provided herein.

23 F. By this Declaration, Declarant intends to establish a
24 common scheme and plan for the possession, use, enjoyment,
25 repair, maintenance, restoration and improvement of the Project
26 and the interests therein conveyed and to establish thereon a
27 planned unit development.

28 NOW, THEREFORE, it is hereby declared that the Project shall

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1 be held, sold, conveyed, leased, rented, encumbered and used
 2 subject to the following Declaration as to division, easements,
 3 rights, assessments, liens, charges, covenants, servitude,
 4 restrictions, limitations, conditions and uses to which the
 5 Project may be put, hereby specifying that such Declaration shall
 6 operate for the mutual benefit of all Owners of the Project and
 7 shall constitute covenants to run with the land and shall be
 8 binding on and for the benefit of Declarant, its successors and
 9 assigns, the Association, its Project, together with their
 10 grantees, successors, heirs, executors, administrators, devisees
 11 and assigns, for the benefit of the Project, and shall, further,
 12 be imposed upon all of the Project as a servitude in favor of
 13 each and every other Owner thereof as the dominant tenement.

14 ARTICLE I

15 DEFINITIONS

16 Unless the context clearly indicates otherwise, the
 17 following terms used in this Declaration are defined as follows:

18 1.1 "Architectural Control Committee" or "Committee" shall
 19 mean the committee created pursuant to Article XI.

20 1.2 "Architectural Control Guidelines" or "Guidelines"
 21 shall mean the written review standards promulgated by the
 22 Architectural Control Committee as provided in subarticle 11.3.

23 1.3 "Articles" shall mean the Articles of Incorporation of
 24 the Association as amended from time to time.

25 1.4 "Assessments" shall mean the regular and Special
 26 Assessments levied against each Lot and Owner by the Association
 27 as provided in Article VI.

28 1.5 "Association" shall mean the WINHAVEN HOMEOWNERS

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1 ASSOCIATION, a Nevada nonprofit cooperative corporation, the
2 Members of which shall be the Owners of Lots within the Project.

3 1.6 "Board" shall mean the Board of Directors of the
4 Association.

5 1.7 "Bylaws" shall mean the Bylaws of the Association as
6 amended from time to time.

7 1.8 "Common Area" for the first phase shall mean such
8 property so designated on the Map and all improvements erected
9 thereon. The Common Area shall not include the Lots. Title to
10 the Common Area shall be held by the Association. Additional
11 Common Area may be annexed to the Project pursuant to the
12 annexation provisions of the Project Documents.

13 1.9 "Declarant" shall mean WESTERN NEVADA PROPERTIES,
14 INC., a Nevada corporation or any successor-in-interest by merger
15 or by express assignment of the rights of Declarant hereunder by
16 an instrument executed by Declarant and (i) recorded in the
17 Office of the Douglas County Recorder, and (ii) filed with the
18 Secretary of the Association.

19 1.10 "Declaration" shall mean this instrument as amended
20 from time to time.

21 1.11 "Developer" shall mean any person, other than
22 Declarant, who owns five or more Lots in the Project for the
23 purpose of selling or leasing them to members of the general
24 public.

25 1.12 "Dwelling" shall mean a residential dwelling unit
26 together with garages and/or other structures on the same Lot,
27 and in the case of a Condominium all elements of a "Condominium
28 Unit" as defined on the "Condominium Plan" recorded for said

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1 Condominium.

2 1.13 "Improvement" shall mean Structures, as defined
3 herein, substantial plants such as trees, hedges, shrubs and
4 bushes and major landscaping of every kind. "Improvement" shall
5 also mean any excavation, fill, ditch, diversion dam or other
6 things or device which affects or alters the natural flow of
7 surface or subsurface water from, upon, under or across any
8 portion of the Project. "Improvement" shall also mean any
9 utility line, conduit, pipe or other related facility or
10 equipment.

11 1.14 "Lot" shall mean one of the residential lots of the
12 Project designated on a recorded Subdivision Map, and each of
13 which is designated to be improved with a dwelling structure.

14 1.15 "Individual Charges" shall mean those charges levied
15 against an Owner (and his Lot) by the Association other than
16 Assessments as provided in Article VI.

17 1.16 "Map" shall initially mean that Subdivision Map
18 entitled "WINHAVEN" filed in the Office of the Douglas County
19 Recorder on January 13, 1989, in Book 189 of Maps, Page 1590 et
20 seq., incorporated herein by this reference. Additionally, "Map"
21 shall also include any recorded Subdivision Map for subsequent
22 Phases of the Project.

23 1.17 "Member" shall mean a person entitled to Membership in
24 the Association as provided herein.

25 1.18 "Mortgage" shall mean a mortgage or deed of trust
26 encumbering a Lot or other portion of the Project. A "Mortgagee"
27 shall include the beneficiary under a deed of trust. An
28 "Institutional" Mortgagee is a Mortgagee that is a bank or

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1 savings and loan association or Mortgage company or other entity
 2 chartered or licensed under federal or state laws whose principal
 3 business is lending money on the security of real property, or
 4 any insurance company or any federal or state agency. A "First
 5 Mortgage" or "First Mortgagee" is one having priority as to all
 6 other Mortgages or holders of Mortgages encumbering the same Lot
 7 or other portions of the Project. A "First Mortgagee" shall
 8 include any holder, insurer, or guarantor of a First Mortgage on
 9 a Lot or other portion of the Project.

10 1.19 "Owner" shall mean the person or entity holding a
 11 record fee simple ownership interest in a Lot, including
 12 Declarant, and contract sellers. "Owner" shall not include
 13 persons or entities who hold an interest in a Lot merely as
 14 security for the performance of an obligation.

15 1.20 "Phase shall mean that real property included within
 16 the Project on the date of recordation of this Declaration as the
 17 first Phase and any parcel of real property which becomes part of
 18 the Project pursuant to the annexation provisions of the Project
 19 Documents as a subsequent Phase.

20 1.21 "Project" shall initially mean the real property
 21 located in Minden, Douglas County, Nevada known as Winhaven Unit
 22 I and more particularly described in Exhibit "1" attached hereto
 23 and incorporated herein by this reference. "Project" shall also
 24 include any property annexed pursuant to the annexation
 25 provisions of the Project Documents.

26 1.22 "Project Documents" shall mean the Articles, Bylaws,
 27 Declaration, Rules and Regulations of the Association,
 28 Architectural Control Guidelines, and any Declaration of

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1 Annexation recorded pursuant to the annexation provisions of the
2 Project Documents, and any amendments thereto.

3 1.23 "Property Subject to Annexation" shall refer to and
4 mean that real property described in Exhibit "2" attached hereto
5 and incorporated herein by reference.

6 1.24 "Rules and Regulations" shall mean the rules and
7 regulations promulgated by the Association to govern the
8 possession, use and enjoyment of the Project as amended from time
9 to time.

10 1.25 "Structure" shall mean any tangible thing or device to
11 be fixed permanently or temporarily to real property including
12 but not limited to any Dwelling, as defined herein, or any
13 building, garage, driveway, walkway, bikeway, concrete pad,
14 asphalt pad, gravel pad, porch, patio, shed, greenhouse,
15 bathhouse, tennis court, pool, barn, stable, fence, wall, pole,
16 sign, antennae, or tent.

17 1.26 "Subdivision Map" shall mean (a) any final map or
18 parcel map within the meaning of the provisions of Nevada Revised
19 Statutes, or (b) any final record of survey map within the
20 meaning of the provisions of Nevada Revised Statutes, as such
21 provisions may from time to time be amended.

22 ARTICLE II

23 DESCRIPTION OF PROJECT

24 RIGHTS OF OWNERS, DECLARANT

25 2.1 Description of Project

26 2.1.1 Project

27 The Project shall consist of all of the real
28 property described in subarticle 1.21, and all of the

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1 improvements thereon.

2 2.1.2 Lots

3 The first Phase of the Project consists of 56
4 residential lots designated on the Map as Lots 55, 60, 61, 68, 83
5 through 134, inclusive. Each lot is designed to be improved with
6 a dwelling structure. The Lots do not include the Common Area.

7 2.1.3 Common Area

8 That portion of the Project designated on the
9 Maps as Common Area, and the improvements thereon is the Common
10 Area and is owned by the Association for the use and benefit of
11 the Members. The Common Area shall not include the Lots.

12 The Common Area shall be conveyed to the
13 Association free of money encumbrances prior to or concurrently
14 with the closing of the escrow for the first sale of a Lot.

15 2.1.4 Incidents of Lot Ownership, Inseparability

16 Every Lot which is subject to assessment shall
17 have appurtenant to it the following interests:

18 (i) a Membership in the Association; and

19 (ii) a non-exclusive easement of use,
20 enjoyment, ingress and egress over the Common Area and the access
21 easement subject to such restrictions and limitations as are
22 contained in the Project Documents and subject to other
23 reasonable regulation by the Association.

24 Such interests shall be appurtenant to and
25 inseparable from ownership of the Lot. Any attempted sale,
26 conveyance, hypothecation, encumbrance or other transfer of these
27 interests without the Lot shall be null and void. Any sale,
28 conveyance, hypothecation, encumbrance or other transfer of a Lot

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1 shall automatically transfer these interests to the same extent.

2 2.1.5 Owner's Obligation to Landscape, Maintain Lot

3 Each Owner shall landscape his Lot in an
4 attractive manner subject to the Guidelines and the approval of
5 the Architectural Control Committee. Such landscaping shall be
6 completed within one (1) year of the date of purchase or the date
7 of completion of any Dwelling constructed on the Lot, whichever
8 is later.

9 Each Owner shall also maintain, repair and
10 replace his Lot, and all Improvements thereon, in a safe,
11 sanitary and attractive condition. Such maintenance
12 responsibility shall apply whether or not the Lot is improved
13 with a Dwelling and shall include but shall not be limited to
14 control of all weeds and other unsightly vegetation, rubbish,
15 trash, garbage and landscaping visible from other portions of the
16 Project.

17 In the event that an Owner fails to maintain
18 and/or landscape his Lot as provided herein in a manner which the
19 Board reasonably deems necessary to preserve the appearance and
20 value of the Project, the Board may notify the Owner of the work
21 required and demand that it be done within a reasonable and
22 specified period. In the event that the Owner fails to carry out
23 such maintenance and/or landscaping within said period, the
24 Board shall, subject to any notice and hearing requirements set
25 forth on the Project Documents have the right to enter upon the
26 Lot to cause such work to be done and Individually Charge the
27 cost thereof to such Owner. Notwithstanding the foregoing, in
28 the event of an emergency arising out of the failure of an Owner

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1 to maintain his Lot, the Board shall have the right to
2 immediately enter upon the Lot to abate the emergency and
3 Individually Charge the cost thereof to such Owner.

4 This subarticle shall not be amended or
5 repealed without the approval of at least seventy-five percent
6 (75%) of the voting power of each class, while two (2) classes
7 exist, or at least seventy-five percent (75%) of the total voting
8 power of Members other than Declarant, when a single class
9 exists.

10 2.1.6 Encroachment Easements

11 Each Owner is hereby declared to have an
12 easement appurtenant to his Lot, over all adjoining Lots and the
13 Common Area for the purpose of accommodating any encroachment due
14 to engineering error, errors in original construction, settlement
15 or shifting of a building, or any other cause. The Association
16 is hereby declared to have an easement appurtenant to the Common
17 Area over all adjoining Lots for the purpose of accommodating any
18 Common Area encroachment due to engineering errors, errors in
19 original construction, settlement, or shifting of a building or
20 any other cause. There shall be valid easements for the
21 maintenance of said encroachments as long as they shall exist,
22 and the rights and obligations of Owners shall not be altered in
23 any way by said encroachment, settlement or shifting; provided,
24 however, that in no event shall a valid easement for encroachment
25 be created in favor of an Owner or Owners if said encroachment
26 occurred due to the willful misconduct of said Owner or Owners.
27 In the event a structure is partially or totally destroyed, and
28 then repaired or rebuilt, the Owners of each Lot agree that minor

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1 encroachments over adjoining Lots or Common Area or by Common
2 Area over Lots shall be permitted and that there shall be a valid
3 easement for the maintenance of said encroachments so long as
4 they shall exist.

5 2.1.7 Delegation of Use; Contract Purchasers,
6 Lessees, Tenants

7 Any Owner may temporarily delegate his rights
8 of use and enjoyment in the Project to the members of his family,
9 his guests, and invitees, and to such other persons as may be
10 permitted by the Project Documents, subject however, to the
11 Project Documents. However, if an Owner of a Lot has sold his
12 Lot to a contract purchaser, leased or rented it, the Owner,
13 members of his family, his guests and invitees shall not be
14 entitled to use and enjoy the Project while the Owner's Lot is
15 occupied by such contract purchaser, lessee or tenant. Instead,
16 the contract purchaser, lessee or tenant, while occupying such
17 Lot, shall be entitled to use and enjoy the Project and can
18 delegate the rights of use and enjoyment in the same manner as if
19 such contract purchaser, lessee or tenant were an Owner during
20 the period of his occupancy. During the period of time that an
21 Owner's Lot is occupied by a contract purchaser such contract
22 purchaser shall have the right to exercise such Owner's voting
23 rights (as to such lot) in the Association and such Owner shall
24 give to such contract purchaser, upon demand, such proxies as are
25 necessary to exercise such Owner's voting rights in the
26 Association. Each Owner shall notify the secretary of the
27 Association of the names of any contract purchasers, lessees or
28 tenant of such Owner's Lot. Each Owner, contract purchaser,

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1 lessee or tenant also shall notify the secretary of the
2 Association of the names of all persons to whom such Owner,
3 contract purchaser, lessee or tenant has delegated any rights of
4 use and enjoyment in the Project and relationship that each such
5 person bears to the Owners, contract purchaser, lessee or tenant.
6 Any delegated rights of use and enjoyment are subject to
7 suspension to the same extent as are the rights of Owners.

8 2.1.8 Responsibility for Common Area Damage

9 The cost and expense of repair or replacement
10 of any portion of the Common Area resulting from the willful or
11 negligent act of an Owner, his contract purchasers, lessees,
12 tenants, family, guests or invitees shall be, in addition to the
13 party at fault, the responsibility of such Owner to the extent
14 that it is not covered by insurance maintained by the
15 Association. The Association shall cause such repairs and
16 replacements to be made and the cost thereof shall be levied as
17 an Individual Charge against such Owner.

18 2.2 Rights of Declarant

19 2.2.1 Reservation of Easements to Complete, Sell

20 Declarant hereby reserves in itself and its
21 successors and assigns the following easements over the Project
22 to the extent reasonably necessary to complete and sell, lease,
23 rent or otherwise dispose of the Lots:

24 (i) easements for ingress and egress,
25 drainage, encroachment, maintenance of temporary structures,
26 operation and storage of construction equipment and vehicles, for
27 doing all acts reasonably necessary to complete or repair the
28 Project, or develop subsequent Phases, or to discharge any other

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1 duty of Declarant under the Project Documents or sales contracts
2 or otherwise imposed by law.

3 (ii) easements for activity reasonably
4 necessary to sell, lease, rent or otherwise dispose of the Lots.

5 These easements shall exist until the earlier of
6 (i) the date on which the last Lot is sold by Declarant or (ii) 3
7 years from the issuance of the most-recently-recorded final map
8 for a Phase of the Project.

9 Declarant covenants to use the above easements
10 in a manner that will reasonably minimize any adverse impact upon
11 the possession, use and enjoyment of the Project by the Owners.

12 2.3 Utilities

13 2.3.1 Rights and Duties

14 Whenever sanitary sewer, water, electric, gas,
15 television receiving, telephone lines or other utility
16 connections are located or installed within the Project, the
17 Owner of each Lot served by said connections shall be entitled to
18 the non-exclusive use and enjoyment of such portions of said
19 connections as service his Lot. Every Owner shall pay all
20 utility charges which are separately metered or billed to his
21 Lot. Every Owner shall maintain all utility installations
22 located in or upon his Lot except for those installations
23 maintained by the Association or utility companies, public or
24 private. Utility companies shall have the right, at reasonable
25 times after reasonable notice to enter upon the Lots, Common
26 Area, or other portion of the Project to discharge any duty to
27 maintain Project utilities.

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1 Whenever sanitary sewer, water, electric, gas,
2 television receiving, telephone lines or other utility
3 connections, are located within the Project, the Owner of a Lot
4 serviced by said connections shall have the right, and is hereby
5 granted an easement to the full extent necessary therefor, to at
6 reasonable times after reasonable notice enter upon Lots, Common
7 Area or other portions of the Project or to have its agents or
8 the utility companies enter upon the Lots, Common Area, or other
9 portions of the Project to maintain said connections as and when
10 necessary.

11 In the event of a dispute between Owners with
12 respect to the maintenance, repair or rebuilding of said
13 connections, or with respect to the sharing of the cost thereof,
14 then the matter shall be submitted to the Board for arbitration.

15 2.3.2 Easements for Utilities and Maintenance

16 Easements over and under the Project for the
17 installation, repair, and maintenance of sanitary sewer, water,
18 electric, gas, and telephone lines, cable or master television
19 antenna lines, and drainage facilities, as shown on the Map of
20 the Project, or as may be hereafter required to serve the
21 Project, are hereby reserved for Declarant and the Association,
22 together with the right to grant and transfer the same.

23 2.3.3 Association's Duties

24 The Association shall maintain all utility
25 installations located in or upon the Common Area except for those
26 installations maintained by utility companies, public or private.
27 The Association shall have the duty to operate, maintain, repair
28 and replace the community sewer disposal system and/or the water

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1 supply system in the event that a responsible public entity
2 fails to do so.

3 ARTICLE III

4 USE RESTRICTIONS

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

9 3.1 Propane Tanks

10 Any propane or other gas storage tank located on a Lot
11 shall be covered or enclosed in an attractive manner. Any cover
12 or enclosure required by this subarticle shall require the
13 approval of the Architectural Control Committee.

14 3.2 Solar Easements

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

17 3.3 Residential Use

18 No Lot shall be occupied and used except for single
19 family residential purposes by the Owners, their contract
20 purchasers, lessees, tenants, or guests, and no trade or business
21 shall be conducted thereon, except that Declarant and nay
22 Developer may use any Lot in the Project owned by him for a model
23 home site and/or sales office.

24 3.4 Nuisances

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

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

5 3.5 Garages, Power Equipment, Car Maintenance

6 The principal use of garages shall be for the parking
7 of cars; no garage shall be converted to living quarters without
8 the consent of the Board and any appropriate governmental agent.
9 Garages shall be used in such a manner so as to accommodate the
10 parking of at least the number of cars for which the garage was
11 designed.

12 No power equipment, work shops, or car maintenance of
13 any nature, other than emergency repair, shall be permitted on
14 the Project without the consent of the Board. In deciding
15 whether to grant approval, the Board shall consider the effects
16 of noise, air pollution, dirt or grease, fire hazard,
17 interference with radio or television reception, and similar
18 objections.

19 3.6 Parking Vehicle Restrictions

20 Unless otherwise permitted by the Board, no motor
21 vehicles nor boats shall be parked or left on any portion of the
22 Project other than within a Lot's driveway or garage or a Common
23 Area parking place, or other area of the Project designated by
24 the Association as permissible parking place.

25 No truck larger than three/quarter (3/4) ton, nor
26 trailer, nor motor home, nor mobile home, nor recreational
27 vehicle, nor camper shell, nor unlicensed vehicle, nor vehicles
28 designated and operated as off the road equipment for racing,

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1 dragging and other sporting events, shall be permitted on the
2 Project for longer than twenty-four hours without the consent of
3 the Board.

4 The Board may authorize the towing of any vehicle
5 parked in violation of these provisions.

6 3.7 Signs

7 No sign of any kind shall be displayed to the public
8 view from any portion of the Project without the approval of the
9 Board except (i) one sign of customary and reasonable dimensions
10 advertising a Lot for sale, lease or rent displayed from a Lot,
11 and (ii) such signs may be used by Declarant or a Developer for
12 the purpose of selling Lots as permitted by subarticle 2.2.1.
13 Any sign visible from a public street shall be in conformance
14 with all Town of Minden and County of Douglas sign ordinances.

15 3.8 Animals

16 No animals, livestock or poultry of any kind shall be
17 raised, bred or kept on any part of the Project except that
18 dogs, cats or other household pets may be kept on the Lots,
19 provided they are not kept, bred or maintained for any commercial
20 purpose, or in numbers deemed unreasonable by the Board. No
21 animal may be kept on the Project unless it is permitted by the
22 Town of Minden zoning ordinances. All dogs shall be kept on a
23 leash when on any portion of the Project except within its
24 Owner's Lot. The Board may establish further rules regarding the
25 keeping of and cleaning up after animals; including a system of
26 fines.

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1 3.9 Garbage and Refuse Disposal

2 All rubbish, trash, garbage and other waste shall be
3 regularly removed from the Project by a garbage removal service,
4 at each Owner's cost, and shall not be allowed to accumulate
5 thereon. Rubbish, trash, garbage and other waste shall be kept
6 in sanitary containers. All equipment, garbage cans, woodpiles,
7 or storage piles shall be kept screened and concealed from view
8 of other Lots, streets and the Common Area, except for the
9 schedule day for trash pick-up.

10 3.10 Right to Lease, Rent

11 Nothing in this Declaration shall prevent an Owner
12 from leasing or renting his Lot. However, any lease or rental
13 agreement shall be in writing and be expressly subject to the
14 Project Documents and any lease or rental agreement must specify
15 that failure to abide by such provisions shall be a default under
16 the lease or rental agreement. In addition, no Lot may be leased
17 or rented for a period of less than thirty (30) days.

18 3.11 Clothes Lines

19 No exterior clothes lines shall be erected or
20 maintained nor shall there be any outside laundering or drying of
21 clothes without the consent of the Board.

22 3.12 Window Covers

23 No window coverings other than curtains and drapes,
24 shutters, or blinds of a neutral or unobtrusive color may be
25 installed without the consent of the Board. No window shall be
26 covered with aluminum foil or similar material without the
27 consent of the Board.

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1 3.13 Wood Heater

2 The term "Wood Heater" includes, but is not limited
3 to, a freestanding fireplace, conventional masonry fireplace, a
4 fabricated zero clearance fireplace, any similar fireplace whose
5 operation requires it to be built into the structure as a
6 component of the building, franklin stove, air tight stove,
7 fireplace insert, or other stove or appliance designed to burn
8 solid fuel for heating and/or enjoyment purposes.

9 All wood heaters shall comply with the requirements of
10 any Douglas County Ordinance which may be in effect from time to
11 time, and if there be no such Ordinance regulating the same, then
12 said wood heater shall comply with the approved standards for
13 wood heaters as set by Washoe County, Nevada Ordinance.

14 3.14 Compliance With Project Documents

15 Each Owner, contract purchaser, lessee, tenant,
16 guest, invitee, or other occupant of a Lot or user of the Common
17 Area shall comply with the provisions of the Project Documents.

18 3.15 No Warranty of Enforceability

19 While Declarant has no reason to believe that any of
20 the restrictive covenants contained in this Article III or
21 unenforceable representation as to the present or future validity
22 or enforceability of any such restrictive covenant. Any Owner
23 acquiring a Lot in the Project in reliance on one or more of such
24 restrictive covenants shall assume all risks of the validity and
25 enforceability thereof and, by acquiring the Lot agrees to hold
26 Declarant harmless therefrom.

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ARTICLE IV**THE ASSOCIATION MEMBERSHIP AND VOTING****4.1 Association**

Winhaven Homeowners Association, a Nevada nonprofit cooperative corporation, shall be the Association.

4.2 Management of Project

The management of the Project shall be vested in the Association in accordance with the Project Documents and all applicable laws, regulations and ordinances of any governmental or quasi governmental body or agency having jurisdiction over the Project.

4.3 Membership

Each Owner and co-owner shall be a Member of the Association, subject to the Project Documents and shall remain a Member thereof until such time as his ownership ceases for any reason at which time his Membership in the Association shall automatically cease.

4.4 Transferred Membership

Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. Any transfer of title to a Lot or interest in it shall operate automatically to transfer the appurtenant Membership rights in the Association to the new Owner.

4.5 Voting

The Association shall have two (2) classes of voting Membership established according to the following provisions:

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1 4.5.1 Class A Membership

2 Class A Members shall be all Owners, except
3 Declarant and Developers, and shall be entitled to one vote for
4 each Lot owned. When more than one person or entity owns a Lot,
5 all such persons and entities shall be Members and the vote for
6 such Lot shall be exercised as they among themselves determine,
7 but in no event shall more than one vote be cast with respect to
8 any Lot.

9 4.5.2 Class B Membership

10 The Class B Members shall be Declarant who
11 shall be entitled to three votes for each Lot owned. Said Class
12 B Membership shall be automatically converted to Class A
13 Memberships and said Class B Membership shall forever cease to
14 exist on the occurrence of whichever of the following is first in
15 time:

16 (A) when the total votes held by the Class A
17 Members equal the total votes held by the Class B Members, or

18 (B) the tenth anniversary of the first sale of
19 a Lot of the Project.

20 4.6 Voting Requirements

21 Any action by the Association which must have the
22 approval of the Membership before being undertaken shall require
23 the vote or written assent of the Members. Except as otherwise
24 provided in the Project Documents, a majority of the voting power
25 of each class of the Members who are present at a properly
26 noticed meeting at which a quorum is present, shall be required.

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1 4.7 Record Date

2 The Association shall fix, in advance, a date as a
3 record date for the determination of the Members entitled to
4 notice of and to vote at any meeting of the Association and
5 entitled to cast written ballots. The record date shall be not
6 less than ten (10) days nor more than ninety (90) days prior to
7 any meeting or taking action.

8 4.8 Commencement of Voting Rights

9 Voting rights attributable to any Lot shall not vest
10 until Assessments have been levied against that Lot.

11 4.9 Membership Meetings

12 Regular and special meetings of Members of the
13 Association shall be held with the frequency, at the time and
14 place and in accordance with the provisions of the Bylaws.

15 4.10 Board of Directors

16 The affairs of the Association shall be managed by the
17 Board of Directors, which shall be established, and which shall
18 conduct regular and special meetings according to the provisions
19 of the Articles and Bylaws.

20 ARTICLE V21 ASSOCIATION POWERS, RIGHTS, DUTIES, LIMITATIONS22 5.1 Generally

23 The Association shall have the power to perform any
24 action reasonably necessary to exercise any right or discharge
25 any duty enumerated in this Article V or elsewhere in the Project
26 Documents or reasonably necessary to operate the Project. In
27 addition, the Association shall have all the powers and rights of
28 a nonprofit cooperative corporation under the laws of the State

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1 of Nevada.

2 The Association shall act through its Board of
3 Directors and the Board shall have the power, right and duty to
4 act for the Association except that actions which require the
5 approval of the Members of the Association shall first receive
6 such approval.

7 5.2 Enumerated Rights

8 In addition to those Association rights which are
9 provided elsewhere in the Project Documents the Association shall
10 have the following rights:

11 5.2.1 Delegation

12 To elect, employ, appoint, to assign and to
13 delegate the rights and duties of the Association to officers,
14 employees, agents and independent contractors.

15 5.2.2 Enter Contracts

16 To enter contracts with third parties to
17 furnish goods or services to the Project subject to the terms and
18 conditions set forth in the Project Documents.

19 5.2.3 Establish Rules

20 To adopt reasonable rules not inconsistent with
21 this Declaration, the Articles, the Bylaws, or any Declaration of
22 Annexation for a Phase of the Project, relating to the use of the
23 Common Area and all facilities thereon, and the conduct of Owners
24 and their contract purchasers, lessees, tenants and guests with
25 respect to the Project and other Owners. A copy of the Rules
26 shall be mailed or otherwise delivered to each Owner and a copy
27 shall be posted in a conspicuous place within the Common Area.

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1 5.2.4 Entry

2 To enter upon any portion of the Project,
3 including any Lot after giving reasonable notice to the Owner
4 thereof, for any purpose reasonably related to the performance by
5 the Association of its duties under this Declaration. In the
6 event of an emergency such right of entry upon any Lot shall be
7 immediate.

8 5.2.5 Security

9 To provide necessary or proper security for the
10 Project including but not limited to providing an entrance
11 security gate and/or a security patrol.

12 5.3 Enumerated Duties

13 In addition to those Association duties which are
14 imposed elsewhere in the Project Documents and those which are
15 necessary or appropriate to the operation of the Association, the
16 Association shall have the following duties:

17 5.3.1 Manage, Maintain Common Area

18 To own, manage, operate, improve, maintain,
19 repair and replace the Common Area and all its facilities,
20 improvements, and landscaping including the private streets and
21 other improvements located on the Common Area, and any other
22 property acquired by or subject to the control of the
23 Association, including personal property, in a safe, sanitary and
24 attractive condition.

25 The Town of Minden and Douglas County are
26 hereby designated as third-party beneficiaries of this
27 Declaration with the right to require and enforce hereunder
28 reasonable maintenance of the Common Areas and improvements

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1 thereon, private roads and landscaping.

2 5.3.2 Enforce Project Documents

3 To enforce the provisions of the Project
4 Documents by appropriate means as provided at Article VII.

5 5.3.3 Levy and Collection of Assessments and
6 Individual Charges

7 To fix, levy and collect Assessments and
8 Individual Charges in the manner provided in Articles VI and VII.

9 5.3.4 Taxes and Assessments

10 To prepare and file annual tax returns with the
11 Federal government and the State of Nevada and to make such
12 elections as may be necessary to reduce or eliminate the tax
13 liability of the Association.

14 5.3.5 Legal and Accounting

15 To obtain and pay the cost of legal and
16 accounting services necessary or proper to the maintenance and
17 operation of the Project and the enforcement of the Project
18 Documents.

19 5.3.6 Insurance

20 To obtain and pay the cost of insurance for the
21 Project as provided in subarticle 8.1.

22 5.3.7 Preparation and Distribution of Financial
23 Information

24 To regularly prepare budgets and financial
25 statements, on

26 (A) A pro-forma operating statement (budget)
27 for each fiscal year shall be prepared before the beginning of
28 the fiscal year;

(B) An annual report, consisting of a balance

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1 sheet, an operating (income) statement and a statement of
2 changes in financial position for said fiscal year shall be
3 prepared after the close of the fiscal year.

4 5.3.8 Maintenance and Inspection of Books
5 Records

6 To cause to be kept adequate and correct books
7 of account, a register of Members, minutes of Member and Board
8 meetings, a record of all corporate acts, and other records as
9 are reasonably necessary for the prudent management of the
10 Project and to present a statement thereof to the Members at the
11 annual meeting of Members, or at any special meeting when
12 requested in writing by twenty-five percent (25%) of the voting
13 power of Members other than Declarant.

14 The Membership register (including names,
15 addresses and voting rights), books of account and minutes of
16 meetings of the Members, of the Board, and of committees shall be
17 made available for inspection and copying by any Member of the
18 Association, or by his duly appointed representative, at any
19 reasonable time and for a purpose reasonably related to his
20 interest as a Member, at the principal office of the Association
21 or at such other place within the Project as the Board of
22 Directors shall prescribe. The Board shall establish reasonable
23 rules.

24 5.3.9 Architectural Controls

25 To maintain architectural control over the
26 Project and appoint Architectural Control Committees in
27 connection therewith, pursuant to Article XI.

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ARTICLE VIASSESSMENTS6.1 Agreement to Pay Assessments and Individual Charges

Declarant and each Developer for each Lot owned by them, hereby covenant and agree, and each Owner, by acceptance of a deed to a Lot, is deemed to covenant and agree for each Lot owned, to pay to the Association all Regular Assessments and all Special Assessments (collectively "Assessments"), and all Individual Charges, to be established and collected as provided in this Declaration and in the other Project Documents.

6.2 Purpose of Assessments

The purpose of Assessments is to raise funds necessary to operate the Project. Assessments shall be used exclusively to promote the recreation, health, safety and welfare of all the Owners and for the improvement, maintenance and administration of the Project and other expenditures incurred in the performance of the duties of the Association as set forth in the Project Documents.

6.3 Regular Assessments

The purpose of Regular Assessments is to raise funds necessary to pay the anticipated costs of operating during the fiscal year and to accumulate reserves to pay extraordinary costs anticipated in future years. Not less than ninety (90) days before the beginning of each fiscal year, the Board shall prepare, and distribute to each Owner, a proposed pro forma operating statement or budget for the forthcoming fiscal year. Any Owner or Mortgagee may make written comments to the Board with respect to said pro forma operating statement. The pro

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1 forma operating statement shall be prepared consistently with the
2 prior fiscal year's operating statement and shall include
3 adequate reserves for contingencies and for maintenance, repairs
4 and replacement of the Common Area improvements or Association
5 personal property likely to need maintenance, repair or
6 replacement in the future.

7 Not more than ninety (90) days nor less than sixty
8 (60) days before the beginning of each fiscal year, the Board
9 shall meet for the purpose of establishing the regular assessment
10 for the forthcoming fiscal year. At such meeting the Board shall
11 review the proposed pro forma operating statement or budget, and
12 written comments received and any other information available to
13 it and, after making any adjustments that the Board deems
14 appropriate, shall establish the Regular Assessment for the
15 forthcoming fiscal year; provided, however, that the Board may
16 not establish a Regular Assessment for any fiscal year which is
17 more than twenty percent (20%) greater than the Regular
18 Assessment for the immediately preceding fiscal year without the
19 approval of a majority of the voting power of the Association
20 residing in Members other than Declarant. Not less than sixty
21 (60) days before the beginning of each fiscal year the Board
22 shall distribute to each Owner a final copy of the pro forma
23 operating statement or budget for the forthcoming fiscal year
24 which provides written notice of each Owner's assessment.
25 Regular Assessments shall be payable in equal monthly
26 installments due on the first day of each month, unless the Board
27 adopts some other basis for collection.

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1 6.4 Special Assessments

2 If the Board determines that the estimated total
3 amount of refunds necessary to defray the common expenses of the
4 Association for a given fiscal year is or will become inadequate
5 to meet expenses for any reason, including but not limited to,
6 unanticipated delinquencies, costs of construction, unexpected
7 repairs or replacements of capital improvements on the Common
8 Area, the Board shall determine the approximate amount necessary
9 to defray such expenses, and if the amount is approved by the
10 Board it shall become a Special Assessment. The Board may, in
11 its discretion, pro rate such Special Assessment over the
12 remaining months of the fiscal year or levy the Assessment
13 immediately against each Lot. Special Assessments shall be due
14 on the first day of the month following notice of their levy.

15 6.5 Individual Charges

16 Individual Charges may be levied against an Owner (i)
17 as a monetary penalty imposed by the Association as a
18 disciplinary measure for the failure of the Owner to comply with
19 the Project Documents, or (ii) as a means of reimbursing the
20 Association for costs incurred by the Association for repair of
21 damage to Common Areas and facilities for which the Owner was
22 responsible, or to otherwise bring the Owner and his Lot into
23 compliance with the Project Documents. Individual Charges
24 against an Owner shall not be enforceable through the lien
25 provisions of the Project Documents. Notwithstanding the
26 foregoing, charges imposed against a Lot and its Owner consisting
27 of reasonable late payment penalties and/or charges to reimburse
28 the Association for loss of interest, and/or for costs reasonably

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1 incurred (including attorney's fees) in the efforts to collect
 2 delinquent Assessments shall be fully enforceable through the
 3 lien provisions of the Project Documents.

4 **6.6 Allocation of Regular and Special Assessments**

5 Regular and Special Assessments shall be levied
 6 against each Lot (and its Owner) equally based on a fraction the
 7 numerator of which is one (1) and the denominator of which is the
 8 total number of Lots in the Project.

9 **6.7 Commencement of Assessments and Individual**
 10 **Charges**

11 Assessments and Individual Charges shall commence as to
 12 all Lots in the Project or any Phase thereof on the close of
 13 escrow for the first sale of a Lot in the Project or Phase
 14 thereof. Regular Assessments shall commence as to all Lots in
 15 any Phase of the Project on the first day of the month following
 16 the date of close of escrow for the first sale of a Lot in that
 17 Phase. Thereafter, Regular Assessments shall commence on the
 18 first day of the first month of the fiscal year.

19 **6.8 Creation of the Assessment Lien; Personal**
 20 **Obligation for Assessments and Individual Charges**

21 Any Assessment not paid within thirty (30) days after
 22 the due date, together with late charges, interest (at the rate
 23 of twelve percent (12%) per annum), costs and reasonable
 24 attorney's fees, shall be a charge and a continuing lien upon the
 25 Lot against which each Assessment is made, the lien to become
 26 effective upon recordation of a Notice of Delinquent Assessment.

27 All Assessments and Individual Charges, together with
 28 late charges, interest, costs, and reasonable attorney's fees
 incurred in collecting delinquent Assessments and Individual

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1 Charges, shall be the personal obligation of the Owner of such
 2 Lot at the time when the Assessments or Individual Charges fell
 3 due. If more than one person or entity was the Owner of a Lot at
 4 the time the Assessments or Individual Charges fell due, the
 5 personal obligation to pay each Assessment and Individual Charges
 6 shall be joint and several. The personal obligation for
 7 delinquent Assessments and Individual Charges shall not pass to
 8 any transferee unless expressly assumed by him. No Owner may
 9 exempt himself from liability for his Assessments or Individual
 10 Charges obligation by waiver of the use or enjoyment of any of
 11 the Project.

12 6.9 No Offsets

13 All Assessments and Individual Charges shall be
 14 payable in the amount specified by the levy and no offsets
 15 against such amounts shall be permitted for any reason, including
 16 without limitation, a claim that the Association is not properly
 17 exercising its duties and powers as provided in the Declaration.

18 6.10 Enforcement of Lien

19 The lien provided for herein may be enforced by the
 20 sale of property which is subject to the Assessment by the
 21 Association, or officers or attorneys, in accordance with the
 22 provisions of Covenants 6, 7 and 8 of NRS 107.030, and NRS
 23 107.080 and 107.090 applicable to the exercise of powers of sale
 24 in deeds of trust, or in any other manner allowed by law.

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ARTICLE VII**ENFORCEMENT OF RESTRICTIONS****7.1 General**

The Association or any Owner shall have the right to enforce compliance with the Project Documents in any manner provided by law or in equity, including without limitation, the right to enforce the Project Documents by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Project Documents, to enforce the liens provided for herein (except that no Owner shall have the right to enforce independently of the Association any Assessment, Individual Charge, or Assessment lien created herein) and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Lot in the manner provided by law. In the event the Association or any Owner shall employ an attorney to enforce the provisions of the Project Documents, against any Owner, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner shall bear interest at twelve percent (12%) per annum from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in the Project Documents, commencing immediately after repayment is demanded. All enforcement powers of the Association shall be cumulative. Failure by the Association or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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ARTICLE VIII**INSURANCE****8.1 Insurance**

In addition to other insurance required to be maintained by the Project Documents, the Association shall maintain in effect at all times the following insurance:

8.1.1 Liability Insurance

The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, the Board, the Declarant, Owners, occupants of Lots, their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership, use or maintenance of the Common Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against any liability customarily covered with respect to projects similar in construction, location and use.

8.1.2 Casualty Insurance

The Association also shall obtain and maintain a policy of casualty insurance for the full replacement value (without deduction for depreciation) for all of the improvements within the Common Area. Such insurance shall include coverage against any risk customarily covered with respect to projects similar in construction, location and use. The form, content,

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1 term of the policy, its endorsements and the issuing company must
2 meet the standards of and be satisfactory to all First
3 Mortgagees. The policy shall name as insured the Association for
4 the benefit of the Owners and Declarant, as long as Declarant is
5 the Owner of any Lot.

6 8.1.3 Other Insurance

7 The Board shall purchase and maintain workers'
8 compensation insurance, to the extent that it is required by law,
9 for all employees or uninsured contractors of the Association.
10 The Board also shall purchase and maintain fidelity coverage
11 against dishonest acts on the part of Directors, Officers,
12 managers, trustees, employees or volunteers who handle or who are
13 responsible to handle the funds of the Association, and such
14 fidelity bonds shall name the Association obligee, and shall be
15 written in an amount equal to one hundred fifty percent (150%) of
16 the estimated annual operating expenses of the Association,
17 including reserves. In connection with such fidelity coverage, an
18 appropriate endorsement to cover any persons who serve without
19 compensation shall be added if the policy would not otherwise
20 cover volunteers. The Board shall also purchase and maintain
21 insurance on personal property owned by the Association, and any
22 other insurance that it deems necessary, that is required by any
23 First Mortgage or is customarily obtained for projects similar in
24 construction, location and use.

25 8.1.4 Officer and Director Insurance

26 The Association may purchase and maintain
27 insurance on behalf of any Director, Officer or member of a
28 committee of the Association (collectively the "agents") against

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1 any liability asserted against or incurred by the agent in such
 2 capacity or arising out of the agent's status as such, whether or
 3 not the Association would have the power to indemnify the agent
 4 against such liability under applicable law.

5 8.1.5 Waiver of Subrogation

6 All property and liability insurance carried
 7 by the Association or the Owners shall contain provisions whereby
 8 the insurer waives rights of subrogation as to the Association,
 9 Directors, Officers, Committee members, Declarant, Owners, their
 10 family, guests, agents and employees.

11 ARTICLE IX

12 MORTGAGEE PROTECTIONS

13 9.1 Subrogation

14 Any lien created or claimed under the provisions of
 15 this Declaration is expressly made subject and subordinate to the
 16 rights of any First Mortgage that encumbers any Lot or other
 17 portion of the Project, made in good faith for value, and no such
 18 lien shall in any way defeat, invalidate, or impair the
 19 obligation or priority of such First Mortgage unless the First
 20 Mortgage expressly subordinates his interest, in writing, to such
 21 lien.

22 9.2 Notice of Default

23 A First Mortgage, upon request, shall be entitled to
 24 written notification from the Association of any default in the
 25 performance by the affected Lot Owner of any obligation under the
 26 Project Documents which is not cured within sixty (60) days.

27 9.3 Conflicts

28 In the event of a conflict between any of the

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1 provisions of this Article IX and any other provisions of this
2 Declaration, the provisions of this Article IX shall control.

3 ARTICLE X

4 ANNEXATION

5 10.1 Annexing Additional Property

6 Additional real property may be annexed to the Project,
7 become subject to the Project Documents, and subject to the
8 rights, powers and duties of the Association by either of the
9 following methods:

10 10.1.1 Annexation Pursuant to Plan

11 Declarant intends to sequentially develop the
12 Project into a planned community on a phased basis. As necessary
13 to implement this plan, Declarant reserves the right to annex all
14 or any part of the real property described in Exhibit "2"
15 ("Property Subject to Annexation") in whatever sized Phases and
16 in whatever order that Declarant, in its sole discretion, deems
17 advisable. Although Declarant shall have the right to annex all
18 or any portion of the Annexable Property, Declarant shall not be
19 obligated to do so, and makes no representation with respect to
20 whether or not said real property will ever be developed or
21 annexed.

22 A Declaration of Annexation shall be recorded
23 by the Owner and Declarant covering the real property to be
24 annexed. Said Declaration shall incorporate this Declaration by
25 reference and may contain such complimentary additions to and
26 modifications of the covenants and restrictions contained in this
27 Declaration as may be necessary to reflect the different
28 character, if any, of the added real property, and as are not

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1 inconsistent with the scheme of this Declaration. The
2 Declaration of Annexation shall contain, among other items,
3 designation of any Lots or Common Areas for the purpose of this
4 Declaration.

5 10.1.2. Annexation Pursuant to Approval

6 Upon the approval of seventy-five percent
7 (75%) of the voting power of the Association residing in Members
8 other than Declarant, the owner of any real property who desires
9 to annex it to the Project, to subject it to the Project
10 Documents and to subject it to the rights, powers and duties of
11 the Association shall record a Declaration of Annexation in the
12 manner described herein.

13 10.2 Effect of Annexation

14 Upon annexation of a new Phase, the annexed parcel
15 shall become part of the Project, subject to the Project
16 Documents and subject to the rights, powers and duties of the
17 Association to the same extent as the first Phase of the Project.
18 Without limiting the foregoing, the Owners of Lots in pre-
19 existing Phase(s) shall continue to have the same rights with
20 respect to the use of the Common Area located within their
21 Phase(s), and shall acquire a non-exclusive easement for use,
22 enjoyment, ingress and egress over any Common Area located within
23 the new Phase, provided, however, that such rights will be
24 subject to the same conditions regarding use, enjoyment, ingress
25 and egress as governs the pre-existing Phase(s). Upon the same
26 conditions, the Owners of Lots in the new Phase shall acquire
27 non-exclusive easements for use, enjoyment, ingress and egress in
28 both the Common Area located within the pre-existing Phase(s) and

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1 the Common Area located within the new Phase. Assessments shall
 2 commence as to all Lots in the new Phase on the first day of the
 3 month following the date of close of escrow for the first sale of
 4 a Lot in such new Phase. The above-described easements over the
 5 Project are hereby reserved for the benefit of Owners of Lots in
 6 subsequent Phases.

7 ARTICLE XI

8 ARCHITECTURAL CONTROL

9 11.1 Approval of Alteration and Improvements

10 11.1.1 General Limitation

11 Subject to the exceptions described at
 12 Subarticle 11.1.2, no Improvement may be constructed, painted,
 13 altered or changed on any portion of the Project without the
 14 prior written approval of the Architectural Control Committee
 15 ("Committee").

16 11.1.2 Exemption

17 Notwithstanding Subarticle 11.1.1, no
 18 Committee approval shall be required for (i) initial
 19 Improvements constructed by, at the direction of, or with the
 20 approval of Declarant; (ii) normal maintenance of exempt or
 21 previously approved Improvements; (iii) rebuilding an exempt or
 22 previously approved Improvement; (iv) changes to the interior of
 23 an exempt or previously approved Structure; (v) work reasonably
 24 required to be performed in an emergency for the purpose of
 25 protecting any person or property from damage.

26 ////

27 ////

28 ////

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1 11.2 Architectural Control Committee2 11.2.1 Number, Appointment, Terms

3 The Committee shall be composed of three (3)
4 members. Declarant shall appoint all of the initial members.
5 Declarant reserves the right to appoint all members of the
6 Committee until ninety percent (90%) of all Lots in the project
7 have been sold, or until the fiftieth (50th) anniversary of the
8 original recordation of the map of the Project, whichever first
9 occurs. Thereafter, the Board shall have the right to appoint
10 all members of the Committee.

11 Members appointed to the Committee by the
12 Board shall be from the Membership of the Association. Members
13 appointed to the Committee by Declarant need not be members of
14 the Association.

15 11.2.2 Operation

16 The Committee shall meet from time to time as
17 necessary to properly perform its duties hereunder. The
18 requirements for valid Committee meetings and action shall be the
19 same as that which is required for valid Board meetings and
20 action as provided in the Bylaws. The Committee shall keep and
21 maintain a record of all action from time to time taken by the
22 Committee at meetings or otherwise, and shall maintain files of
23 all documents submitted to it, along with records of its
24 activities. Unless authorized by the Association, the members of
25 the Committee shall not receive any compensation for services
26 rendered. All members shall be entitled to reimbursement by the
27 Association for reasonable expenses incurred by them in
28 connection with the performance of their duties.

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11.2.3 Duties

The Committee may adopt Architectural Control Guidelines ("Guidelines") as provided in Subarticle 11.3 and shall perform other duties imposed upon it by the Project Documents or delegated to it by the Board.

The address of the Committee shall be the principal office of the Association, as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where current copies of the Guidelines shall be kept.

11.3 Architectural Standards, Guidelines11.3.1 Committee Guidelines

The Board shall approve the initial Guidelines adopted by the Committee. The Committee may, from time to time, amend said Guidelines prospectively if approved by two (2) members of the Committee; otherwise, Board approval shall be required for any amendment. Said Guidelines shall interpret and implement the provisions of this Article 11 by setting forth more specific standards and procedures for Committee review. All Guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements on the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance with the minimum standards of Subarticle 11.3.2 and otherwise shall be in conformity with the purposes and provisions of the Project Documents.

A copy of the current Guidelines shall be available for inspection and copying by any Member at any

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1 reasonable time during business hours of the Association.

2 11.3.2 Standards

3 The following minimum standards shall apply
4 to any Improvements constructed on the Project:

5 (a) No more than one Dwelling shall be
6 constructed on any Lot.

7 (b) All Improvements shall be constructed in
8 compliance with the applicable zoning laws, building codes,
9 subdivision restrictions, and all other laws, ordinances and
10 regulations applicable to Project Improvements.

11 In reviewing proposed Improvements for
12 approval, the Committee shall consider at least the following:

13 (a) Does the proposed Improvement conform to
14 the purposes and provisions of the Project Documents?

15 (b) Is the proposed Improvement of a quality
16 of workmanship and materials comparable to other improvements
17 that are proposed or existing on the Project?

18 (c) Is the proposed Improvement of a design
19 and character which is harmonious with proposed or existing
20 Improvements and with the natural topography in the immediate
21 vicinity?

22 (d) Will the proposed Improvement
23 unreasonably interfere with or otherwise impair the view or solar
24 access of other portions of the project?

25 (e) Does the proposed Improvement
26 incorporate or take advantage of existing technology, equipment
27 and material to provide for energy efficiency and pollution
28 control?

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1 11.4 Committee Approval Process2 11.4.1 Approval Application

3 Any Owner proposing to construct, paint,
4 alter or change any Improvement on the Project which requires the
5 prior approval of the Committee shall apply to the Committee in
6 writing for approval of the work to be performed and a proposed
7 time schedule for performing the work. The Committee may charge
8 an Owner a reasonable fee for application review.

9 The submittal of plans and specifications for
10 the work are required by the Committee. Such plans and
11 specifications may include, but are not limited to, showing the
12 nature, kind, shape, color, size, materials and location of the
13 proposed work, or the size, species and location of any plants,
14 trees, shrubs and other proposed landscaping.

15 11.4.2 Review and Approval

16 Upon receipt of all documents reasonably
17 required by the Committee to consider the application, the
18 Committee shall determine whether the proposed work is in
19 compliance with the provisions and purposes of the Project
20 Documents and all Guidelines of the Committee in effect at the
21 time the documents are submitted. In the event the Committee
22 fails to approve an application, it shall notify the applicant in
23 writing of the specific matters to which it objects. In the
24 event the Committee fails to notify the applicant within forty-
25 five (45) days after receipt of all documents reasonably required
26 to consider an application or a correction or resubmittal thereof
27 of the action taken by the Committee, the application shall be
28 deemed approved. One set of plans as finally approved shall be

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1 retained by the Committee as a permanent record.

2 11.4.3 Inspection, Non-Compliance

3 The Committee, or any authorized
4 representative, shall have the right at any reasonable time,
5 after reasonable notice, to enter upon any portion of the Project
6 for the purpose of determining whether or not any work is being
7 performed, or was performed, in compliance with the Project
8 Documents.

9 If at any time the Committee determines that
10 work is not being performed, or was not performed in compliance
11 with the Project Documents or the Guidelines, whether based on a
12 failure to apply for or obtain approval, a failure to comply with
13 approval, a failure to timely commence or complete approved work
14 or otherwise, the Committee shall notify the Owner in writing of
15 such non-compliance specifying the particulars of non-compliance,
16 and demanding that the Owner remedy such non-compliance within a
17 reasonable and specified period.

18 In the event that the offending Owner fails
19 to remedy such non-compliance within the specified period, the
20 Committee shall notify the Board in writing of such failure. The
21 Board shall have the right to remedy the non-compliance in any
22 appropriate manner permitted by the Project Documents or
23 otherwise permitted by law, or in equity, including, but not
24 limited to, removing the non-complying Improvement, completing
25 the non-complying Improvement, or recording a notice of non-
26 compliance or non-completion on the property, as appropriate.
27 The Owner shall have the obligation to reimburse the Association
28 for any costs incurred enforcing these provisions and if the

1 Association is not reimbursed upon demand, the Board shall have
2 the right to Individually Charge the cost thereof to such Owner.

3 11.5 Estoppel Certificate

4 Within thirty (30) days after written demand is
5 delivered therefor to the Committee by any Owner or Mortgagee,
6 and upon payment to the Association of a reasonable fee (as fixed
7 from time to time by the Board), the Committee shall execute and
8 deliver in recordable form, if requested, an estoppel certificate
9 executed by any three (3) of its members, certifying with respect
10 to any Lot of said Owner or Mortgagee, that as of the date
11 thereof either (a) all improvements made and other work done upon
12 or within said Lot comply with the Project Documents, or (b) such
13 improvements or work do not so comply, in which event the
14 certificate shall also identify the non-complying improvements or
15 work and set forth with particularity the basis of such non-
16 compliance. Such statement shall be binding upon the Association
17 and Committee in favor of any person who may rely thereon in good
18 faith.

19 11.6 Liability

20 Neither the Declarant, the Committee, the Board nor any
21 member thereof shall be liable to the Association or to any Owner
22 or to any third party for any damages, loss or prejudice suffered
23 or claimed on account of (a) the approval or disapproval of any
24 plans, drawings and specifications, whether or not defective, (b)
25 the construction or performance of any work, whether or not
26 pursuant to approved plans, drawings and specifications, (c) the
27 development of any property within the Project, or (d) the
28 execution and filing of an estoppel certificate pursuant to

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1 Subarticle 11.5, or the execution and filing of a notice of non-
 2 compliance or non-completion pursuant to Subarticle 11.4.3,
 3 whether or not the facts therein are correct if the Declarant,
 4 the Board, the Committee or such member has acted in good faith
 5 on the basis of such information as may be possessed by him.
 6 Specifically, but not by way of limitation, it is understood that
 7 plans and specifications are not approved for engineering design,
 8 and by approving such plans and specifications neither the
 9 Committee, the members thereof, the Association, the Members, the
 10 Board nor Declarant assumes liability or responsibility therefor,
 11 or for any defect in any structure constructed from such plans
 12 and specifications.

13 ARTICLE XII

14 GENERAL PROVISIONS

15 12.1 Notices

16 Notices provided for in the Project Documents shall be
 17 in writing and shall be deemed sufficiently given when delivered
 18 personally or 48 hours after deposit in the United States mail,
 19 postage prepaid, addressed to an Owner at the last address such
 20 Owner designates to the Association for delivery of notices, or
 21 in the event of no such designation, at such Owner's last known
 22 address, or if there be none, at the address of the Owner's lot.
 23 Notices to the Association shall be addressed to the address
 24 designated by the Association by written notice to all owners.

25 12.2 Notice of Transfer

26 No later than five (5) days after the sale or transfer
 27 of any Lot under circumstances whereby the transferee becomes the
 28 Owner thereof, the transferee shall notify the Association in

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1 writing of such sale or transfer. Such notice shall set forth:
2 (i) the Lot involved; (ii) the name and address of the transferee
3 and transferer; and (iii) the date of sale. Unless and until
4 such notice is given, the Association shall not be required to
5 recognize the transferee for any purpose, and any action taken by
6 the transferer as an Owner may be recognized by the Association.
7 Prior to receipt of any such notification by the Association, any
8 and all communications required or permitted to be given by the
9 Association shall be deemed duly given and made to the transferee
10 if duly and timely made and given to such transferee's
11 transferer.

12 12.3 Construction, Headings

13 The provisions of this Declaration shall be liberally
14 construed to effectuate its purpose of creating a uniform plan
15 for the development of a planned community and for the
16 maintenance of the Project. The Article headings have been
17 inserted for convenience only, and shall not be considered or
18 referred to in resolving questions of interpretation or
19 construction.

20 12.4 Severability

21 The provisions of this Declaration shall be deemed
22 independent and severable, and the invalidity or partial
23 invalidity or unenforceability of any provision or provisions
24 shall not invalidate any other provisions.

25 12.5 Exhibits

26 All exhibits referred to are incorporated herein by
27 such reference.

28 ////

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1 12.6 Easements Reserved and Granted

2 Any easements referred to in this Declaration shall be
3 deemed reserved or granted as applicable, or both reserved and
4 granted, by reference to this Declaration in a deed to any Lot.

5 12.7 Binding Effect

6 This Declaration shall inure to the benefit of and be
7 binding on the successors and assigns of the Declarant, and the
8 heirs, personal representatives, grantees, tenants, successors
9 and assigns of any Owner.

10 12.8 Violations and Nuisance

11 Every act or omission whereby a covenant, condition or
12 restriction of this Declaration is violated in whole or in part
13 is hereby declared to be a nuisance and may be enjoined or
14 abated, whether or not the relief sought is for negative or
15 affirmative action, by Declarant, the Association or an Owner or
16 Owners.

17 12.9 Violation of Law

18 Any violation of any state, municipal or local law,
19 ordinance or regulation pertaining to the ownership, occupation
20 or use of any of the project is hereby declared to be a violation
21 of this Declaration and subject to any and all of the enforcement
22 procedures herein set forth.

23 12.10 Conflict of Project Documents

24 If there is any conflict among or between the Project
25 Documents, priority shall be given to Project Documents in the
26 following order: Articles, Bylaws, Declaration, Rules and
27 Regulations of the Association and Architectural Control
28 Guidelines.

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12.11 Termination of Declaration

This Declaration shall run with the land, and shall continue in full force and effect for a period of twenty-five (25) years from the date on which this Declaration is executed. After that time, this Declaration and all its covenants and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by Owners of not less than three-fourths (3/4) of the Lots in the Project, and recorded in the office of the Douglas County Recorder within one (1) year prior to the end of said 25-year period or any succeeding 10-year period.

ARTICLE XIIIAMENDMENT13.1 Amendment Prior to First Sale

Until sale of the first lot, Declarant shall have the right to amend this Declaration at will, subject only to any requirements of the Nevada Revised Statutes.

13.2 Amendment After the First Sale

After the first sale of a Lot, this Declaration shall be amended as follows:

13.2.1 Two Class

So long as Class A and Class B memberships exist, upon the vote or written assent of a majority of the voting power of each class.

13.2.2 Single Class

After conversion of Class B to Class A Memberships, upon the vote or written assent of a majority of the

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1 total voting power of the Association, including a majority of
2 the voting power of Members other than Declarant.

3 13.2.3 Specific Provisions

4 The percentage of the voting power necessary
5 to amend a specific clause or provision herein shall not be less
6 than the percentage of affirmative votes prescribed for action to
7 be taken under said clause or provision.

8 13.3 Amendment Instrument

9 An amendment shall become effective when it has
10 received the required approvals and the Board has executed,
11 acknowledged and recorded in the office of the Douglas County
12 Recorder an instrument expressing the amendment and certifying
13 that the required approvals were received.

14 The undersigned, being the Declarant herein, has executed
15 this Declaration on August 15th, 1989.

16 DECLARANT:

WESTERN NEVADA PROPERTIES,
INC, a Nevada corporation

18
19 By Leo Hanly
Leo Hanly, President

20
21 FIRST INTERSTATE BANK
NEVADA

22
23 By Jackie Delaney
JACKIE DELANEY

24
25
26
27
28 211408

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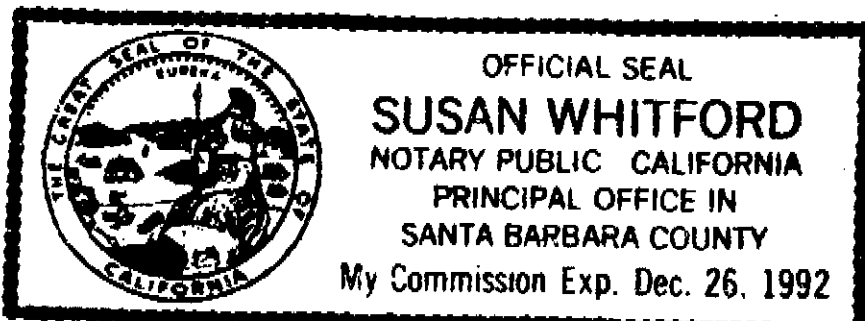
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DOUGLAS COUNTY

1 STATE OF CALIFORNIA)
 : ss.
 2 County of Santa Barbara)

3 On this 15 day of AUGUST, 1989, personally
 4 appeared before me, the undersigned Notary Public in and for the
 5 County and State aforesaid, Leo Hanly, who is President of
 6 Western Nevada Properties, Inc., a Nevada corporation, personally
 7 known to me to be the person who executed the foregoing
 8 instrument on behalf of said corporation and who acknowledged to
 9 me that he executed the same freely and voluntarily and for the
 10 uses and purposes therein mentioned.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
 12 my official seal the day and year in this certificate first above
 13 written.



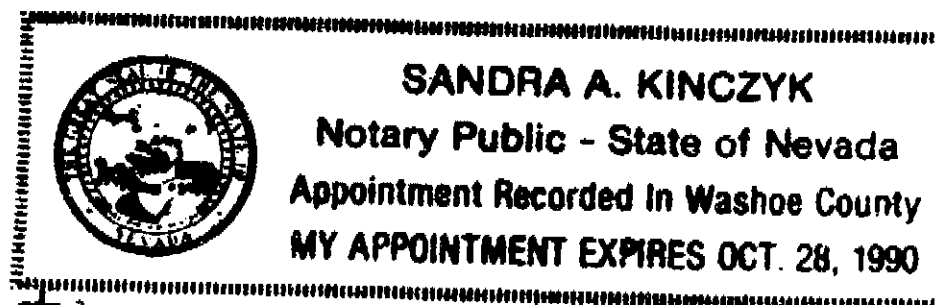
Susan Whitford
 NOTARY PUBLIC

14 STATE OF)
 : ss.
 15 County of)

16 On this 17th day of AUGUST, 1989, personally
 17 appeared before me, the undersigned Notary Public in and for the
 18 County and State aforesaid, JACKIE DELANEY, who is VICE PRESIDENT
 19 of First Interstate Bank of Nevada personally known to me to be
 20 the person who executed the foregoing instrument on behalf of
 21 said corporation and who acknowledged to me that he executed the
 22 same freely and voluntarily and for the uses and purposes therein
 23 mentioned.

24 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
 25 my official seal the day and year in this certificate first above
 26 written.

Sandra A. Kinzyk
 NOTARY PUBLIC



27 REQUESTED BY
Western Nevada Properties
 28 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

'89 AUG 25 AM 11:14

SUZANNE BEAUDREAU
 RECORDER

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DOUGLAS COUNTY

NEW WINHAVEN UNIT I BOUNDARY
(PREVIOUS UNIT II INCLUDING A PORTION OF PREVIOUS UNIT I)
PARCEL 1
LEGAL DESCRIPTION

1/12/89

A portion of the Northwest one-quarter of Section 29, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Northerly line of a 50 foot access and public utility easement known as Frieda Lane, said point being at the Southeast corner of this description and bears N. 76°57'57" W., 1107.25 feet from the Southeast corner of the Western Nevada Properties, Inc., parcel as shown on Record of Survey Map, Document No. 136664 of the Douglas County Recorder's Office;

thence N. 89°00'49" W., along said 50 foot easement, 577.91 feet;

thence N. 88°45'39" W., along said 50 foot easement, 618.12 feet;

thence N. 30°07'15" W., along said 50 foot easement, 199.71 feet;

thence N. 06°43'14" W., along said 50 foot easement, 248.74 feet to a point on the Southerly line of Lucerne Street;

thence 8.99 feet along the arc of a curve to the right, along said Lucerne Street, having a central angle of 01°23'58" and a radius of 367.89 feet (chord bears S. 87°39'32" W., 8.99 feet);

thence S. 88°23'15" W., along said Lucerne Street, 41.20 feet to a point on the Westerly line of said Western Nevada Properties, Inc., parcel;

thence N. 05°23'10" W., along said Westerly line, 155.39 feet;

thence N. 84°57'13" E., 180.61 feet to a point on the Easterly line of North Coventry Road;

DOUGLAS COUNTY

thence 42.75 feet along the arc of a curve to the right, along said North Coventry Road, having a central angle of 05°34'32" and a radius of 439.25 feet (chord bears N. 07°50'04" W., 42.73 feet);

thence N. 05°02'50" W., along said North Coventry Road, 93.67 feet;

thence N. 78°28'05" E., 116.47 feet;

thence N. 68°38'47" E., 189.32 feet;

thence N. 74°37'06" E., 77.36 feet;

thence N. 49°02'08" E., 110.62 feet;

thence N. 01°44'56" E., 65.00 feet;

thence S. 86°15'04" E., 145.00 feet;

thence S. 13°44'56" W., 135.00 feet;

thence N. 86°44'13" E., 279.16 feet;

thence S. 82°07'03" E., 260.00 feet;

thence N. 68°45'05" E., 104.96 feet;

thence S. 18°50'53" E., 86.00 feet;

thence S. 08°09'33" E., 61.88 feet;

thence S. 13°24'39" W., 28.85 feet;

thence S. 41°13'27" W., 117.37 feet;

thence S. 22°08'23" E., 118.42 feet to a point on the Northerly line of Winhaven Circle;

thence S. 08°18'57" E., 51.25 feet to a point on the Southerly line of Winhaven Circle;

thence S. 19°54'11" E., 121.70 feet;

thence S. 82°45'54" W., 8.07 feet;

thence S. 00°02'54" E., 135.19 feet to a point on the Northerly line of South Coventry Drive;

thence S. 10°21'30" W., 61.00 feet to a point on the Southerly line of South Coventry Drive;

thence S. 00°02'54" E., 121.29 feet;

thence S. 00°59'11" W., 24.38 feet to the POINT OF BEGINNING.

Containing 24.769 acres.

Page 2 of 2

EXHIBIT A

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DOUGLAS COUNTY

REQUESTED BY
Western Nevada Properties
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'89 SEP 21 P4:33

SUZANNE BEAUDREAU
RECORDER

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\$58⁰⁰ PAID K12 DEPUTY
BOOK **989** PAGE **2908**

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

LAKE TAHOE OFFICE
KINGSBURY SQUARE
P. O. BOX 3390
STATELINE, NEVADA 89449-3390
TELEPHONE (702) 588-6676

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701-4290
TELEPHONE (702) 882-4577

After recording mail to:

Mr. Leo A. Hanly
Western Nevada Properties, Inc.
Post Office Box 2647
Minden, Nevada 89423

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
OF WINHAVEN
A PLANNED UNIT DEVELOPMENT
MINDEN, DOUGLAS COUNTY, NEVADA

This First Amendment, made on the date hereinafter set forth by WESTERN NEVADA PROPERTIES, INC., a Nevada corporation ("Declarant"), is made with reference to the following facts:

A. Declarant is the owner of a certain tract of real property located in Minden, Douglas County, Nevada and more particularly described in Exhibit "1" attached hereto and by this reference incorporated herein.

B. On or about August 25, 1989, Declarant caused a certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Winhaven ("Declaration") to be recorded as Document No. 209465 in Book 889, commencing at Page 3662 in the Official Records of the Recorder for the County of Douglas, State of Nevada.

C. As of the date of this First Amendment to said Declaration, no lots in the Project have been sold and, therefore, paragraph 13.1 of said Declaration governs and controls the method by which said declaration may be amended.

211409

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

LAKE TAHOE OFFICE
KINGSBURY SQUARE
P. O. BOX 3390
STATELINE, NEVADA 89449-3390
TELEPHONE (702) 588-6676

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701-4290
TELEPHONE (702) 882-4577

Paragraph 13.1 provides that until the sale of the first lot, Declarant shall have the right to amend the Declaration at will.

NOW, THEREFORE, Declarant hereby amends Article II, paragraph 2.1.3 entitled "Common Area" and appearing at page 9 of the Declaration, to read as follows:

"2.1.3 Common Area

That portion of the Project designated on the Maps as Common Area, and the improvements thereon is the Common Area and is owned by the Association for the use and benefit of the Members. The Common Area shall not include the Lots.

The Common Area shall be conveyed to the Association free of money encumbrances prior to or upon the sale of eighty percent (80%) of the Lots in the Project as identified on the Maps."

Declarant hereby reaffirms and incorporates herein by this reference all other provisions of said Declaration as originally recorded as set forth above.

The undersigned, being the Declarant herein, has executed this First Amendment to the Declaration on this 20th day of September, 1989.

DECLARANT:

WESTERN NEVADA PROPERTIES,
INC., a Nevada corporation

By Leo Hanly
Leo Hanly, President

FIRST INTERSTATE BANK OF
NEVADA

By Jackie Delaney
Vice President
JACKIE DELANEY

211409

DOUGLAS COUNTY

NEW WINHAVEN UNIT I BOUNDARY
(PREVIOUS UNIT II INCLUDING A PORTION OF PREVIOUS UNIT I)
PARCEL 1
LEGAL DESCRIPTION

1/12/89

A portion of the Northwest one-quarter of Section 29, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Northerly line of a 50 foot access and public utility easement known as Frieda Lane, said point being at the Southeast corner of this description and bears N. 76°57'57" W., 1107.25 feet from the Southeast corner of the Western Nevada Properties, Inc., parcel as shown on Record of Survey Map, Document No. 136664 of the Douglas County Recorder's Office;

thence N. 89°00'49" W., along said 50 foot easement, 577.91 feet;

thence N. 88°45'39" W., along said 50 foot easement, 618.12 feet;

thence N. 30°07'15" W., along said 50 foot easement, 199.71 feet;

thence N. 06°43'14" W., along said 50 foot easement, 248.74 feet to a point on the Southerly line of Lucerne Street;

thence 8.99 feet along the arc of a curve to the right, along said Lucerne Street, having a central angle of 01°23'58" and a radius of 367.89 feet (chord bears S. 87°39'32" W., 8.99 feet);

thence S. 88°23'15" W., along said Lucerne Street, 41.20 feet to a point on the Westerly line of said Western Nevada Properties, Inc., parcel;

thence N. 05°23'10" W., along said Westerly line, 155.39 feet;

thence N. 84°57'13" E., 180.61 feet to a point on the Easterly line of North Coventry Road;

DOUGLAS COUNTY

thence 42.75 feet along the arc of a curve to the right, along said North Coventry Road, having a central angle of $05^{\circ}34'32''$ and a radius of 439.25 feet (chord bears N. $07^{\circ}50'04''$ W., 42.73 feet);

thence N. $05^{\circ}02'50''$ W., along said North Coventry Road, 93.67 feet;

thence N. $78^{\circ}28'05''$ E., 116.47 feet;

thence N. $68^{\circ}38'47''$ E., 189.32 feet;

thence N. $74^{\circ}37'06''$ E., 77.36 feet;

thence N. $49^{\circ}02'08''$ E., 110.62 feet;

thence N. $01^{\circ}44'56''$ E., 65.00 feet;

thence S. $86^{\circ}15'04''$ E., 145.00 feet;

thence S. $13^{\circ}44'56''$ W., 135.00 feet;

thence N. $86^{\circ}44'13''$ E., 279.16 feet;

thence S. $82^{\circ}07'03''$ E., 260.00 feet;

thence N. $68^{\circ}45'05''$ E., 104.96 feet;

thence S. $18^{\circ}50'53''$ E., 86.00 feet;

thence S. $08^{\circ}09'33''$ E., 61.88 feet;

thence S. $13^{\circ}24'39''$ W., 28.85 feet;

thence S. $41^{\circ}13'27''$ W., 117.37 feet;

thence S. $22^{\circ}08'23''$ E., 118.42 feet to a point on the Northerly line of Winhaven Circle;

thence S. $08^{\circ}18'57''$ E., 51.25 feet to a point on the Southerly line of Winhaven Circle;

thence S. $19^{\circ}54'11''$ E., 121.70 feet;

thence S. $82^{\circ}45'54''$ W., 8.07 feet;

thence S. $00^{\circ}02'54''$ E., 135.19 feet to a point on the Northerly line of South Coventry Drive;

thence S. $10^{\circ}21'30''$ W., 61.00 feet to a point on the Southerly line of South Coventry Drive;

thence S. $00^{\circ}02'54''$ E., 121.29 feet;

thence S. $00^{\circ}59'11''$ W., 24.38 feet to the POINT OF BEGINNING.

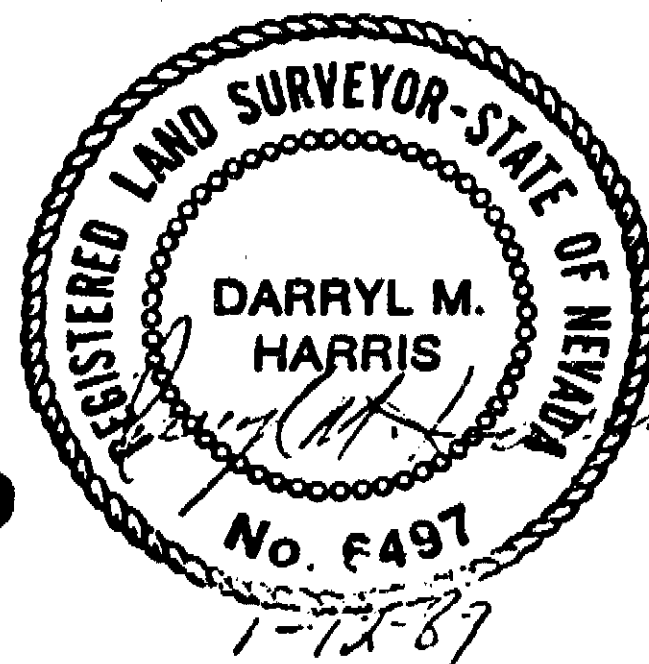
Containing 24.769 acres.

Page 2 of 2

211409

EXHIBIT 1

BOOK 989 PAGE 2912



DOUGLAS COUNTY

REQUESTED BY
Western Nevada Properties
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'89 SEP 21 P4:51

SUZANNE BEAUDREAU
RECORDER

211409

\$ 9.00 PAID K12 DEPUTY
BOOK **989** PAGE **2913**

1 After recording mail to:
2 Mr. Leo A. Hanly
3 Western Nevada Properties, Inc.
4 Post Office Box 2647
5 Minden, Nevada 89423

6 SECOND AMENDMENT TO
7 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
8 AND RESERVATION OF EASEMENTS
9 OF WINHAVEN
10 A PLANNED UNIT DEVELOPMENT
11 MINDEN, DOUGLAS COUNTY, NEVADA

12 This Second Amendment, made on the date hereinafter set
13 forth by WESTERN NEVADA PROPERTIES, INC., a Nevada corporation,
14 and VICKY D.MORRISON, the owner of Lot No. 101, Winhaven Unit I
15 ("Declarants"), is made with reference to the following facts:

16 A. WESTERN NEVADA PROPERTIES, INC. is the owner of a
17 certain tract of real property located in Minden, Douglas County,
18 Nevada and more particularly described in Exhibit "1" attached
19 hereto and by this reference incorporated herein.

20 B. On or about August 25, 1989, WESTERN NEVADA PROPERTIES,
21 INC. as Declarant caused a certain Declaration of Covenants,
22 Conditions and Restrictions and Reservation of Easements of
23 Winhaven ("Declaration") to be recorded as Document No. 209465 in
24 Book 889, commencing at Page 3662 in the Official Records of the
25 Recorder for the County of Douglas, State of Nevada.

26 C. On or about September 21, 1989, WESTERN NEVADA
27 PROPERTIES, INC. as Declarant caused the First Amendment to said
28 Declaration to be recorded as Document No. 211409 in Book 989,

216430

BOOK 1289 PAGE 1383

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

LAKE TAHOE OFFICE
KINGSBURY SQUARE
P. O. BOX 3390
STATELINE, NEVADA 89449-3390
TELEPHONE (702) 586-6676

CARSON CITY OFFICE
303 EAST PROCTOR STREET
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MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

LAKE TAHOE OFFICE
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P. O. BOX 3390
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TELEPHONE (702) 598-6676

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701-4290
TELEPHONE (702) 882-4577

1 Pages 2909-2913 in the Official Records of the Recorder for the
2 County of Douglas, State of Nevada.

3 D. As of the date of this Second Amendment to said
4 Declaration, one lot in the Project has been sold and,
5 therefore, paragraph 13.2.1 of said Declaration governs and
6 controls the method by which said declaration may be amended.
7 The parties hereto represent 100% of both the Class A and Class B
8 memberships assenting to this Amendment.

9 NOW, THEREFORE, Declarants hereby amend Article VI,
10 paragraph 6.7 entitled "Commencement of Assessments and
11 Individual Charges" and appearing at page 31 of the Declaration,
12 and paragraph 10.2 entitled "Effect of Annexation" appearing at
13 page 39 of the Declaration, to read as follows:

14 "6.7 Commencement of Assessments and Individual
15 Charges

16 Assessments and Individual Charges shall
17 commence as to all Lots in the Project or any Phase
18 thereof on the later of the conveyance of the Common
19 Areas under paragraph 2.1.3 or the close of escrow for
20 the first sale of a Lot in the Project or Phase
21 thereof. Thereafter, Regular Assessments shall
22 commence on the first day of the first month of the
23 fiscal year."

24 "10.2 Effect of Annexation

25 Upon annexation of the new Phase, the
26 annexed parcel shall become part of the Project,
27 subject to the Project Documents and subject to the
28 rights, powers and duties of the Association to the
same extent as the first Phase of the Project. Without
limiting the foregoing, the Owners of Lots in pre-
existing Phase(s) shall continue to have the same
rights with respect to the use of the Common Area
located within their Phase(s), and shall acquire a non-
exclusive easement for use, enjoyment, ingress and
egress over any Common Area located within the new
Phase, provided, however, that such rights will be
subject to the same conditions regarding use,
enjoyment, ingress and egress as governs the pre-
existing Phase(s). Upon the same conditions, the
Owners of Lots in the new Phase shall acquire non-

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS-AT-LAW

LAKE TAHOE OFFICE
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CARSON CITY OFFICE
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CARSON CITY, NEVADA 89701-4290
TELEPHONE (702) 882-4577

exclusive easements for use, enjoyment, ingress and egress in both the Common Area located within the pre-existing Phase(s) and the Common Area located within the new Phase. Assessments shall commence as to all Lots in the new Phase as provided in paragraph 6.7 of this Declaration. The above-described easements over the Project are hereby reserved for the benefit of Owners of Lots in subsequent Phases."

Declarants hereby reaffirm and incorporate herein by this reference all other provisions of the Declaration and First Amendment thereto as originally recorded.

The undersigned, being the Declarants herein, have executed this Second Amendment to the Declaration on this 16th day of November, 1989.

DECLARANT:

WESTERN NEVADA PROPERTIES,
INC., a Nevada corporation

By Leo Hanly
Leo Hanly, President

Vicky D. Morrison
Vicky D Morrison
Owner: Lot No. 101
Winhaven Unit I

FIRST INTERSTATE BANK OF
NEVADA

By Jackie DeLaney
Vice President
Jackie DeLaney, Vice President

realest\amend2.ccr

216430

DOUGLAS COUNTY



SAFECO Stock No. CAL-0374 (Rev. 6-83) Ack. Corporation
Staple

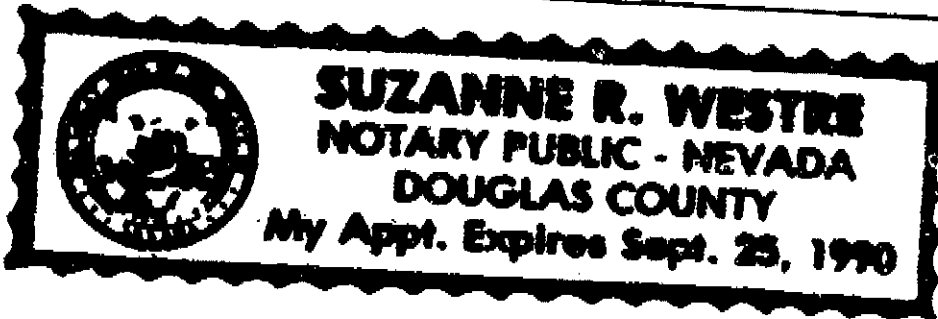
STATE OF CALIFORNIA } ss.
COUNTY OF Santa Barbara
On this the 16th day of November 19 89 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Leo Hanly
_____, personally
known to me or proved to me on the basis of satisfactory evidence to be
the _____ President, and _____ of Western Nevada
Properties _____, personally
known to me or proved to me on the basis of satisfactory evidence to be
_____, Secretary of the corporation that executed the within
instrument on behalf of the corporation therein named, and acknow-
ledged to me that such corporation executed the within instrument
pursuant to its by laws or a resolution of its board of directors.
Signature _____

FOR NOTARY SEAL OR STAMP



STATE OF NEVADA } ss.
COUNTY OF Douglas
On December 1, 1989 _____ before me, the undersigned, a Notary Public in and for
said State, personally appeared _____
Vicky D. Morrison

known to me to be the person _____ whose name _____
subscribed to the within instrument and acknowledged to me
that she _____ executed the same.
WITNESS my hand and official seal.



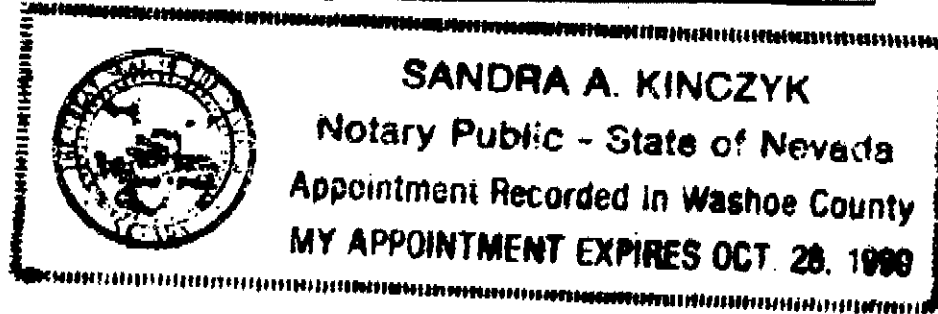
Signature _____
Suzanne R. Westre/Reddon
Name (Typed or Printed)

(This area for official notarial seal)

STATE OF NEVADA } ss.
COUNTY OF WASHOE
On DECEMBER 11, 1989 _____ personally appeared before me,
a Notary Public, JACKIE DELANEY

who acknowledged that she executed the above instrument.

Signature _____
SANDRA A. KINCZYK
Name (Typed or Printed)



(This area for official notarial seal)

BOOK 1289 PAGE 1386 216430

DOUGLAS COUNTY

REQUESTED BY
Western Nevada Properties
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'89 DEC 13 P1:48

SUZANNE BEAUDREAU
RECORDER **216430**
\$ ^{9.00} PAID ^{K12} DEPUTY
BOOK **1289** PAGE **1387**

1 After recording mail to:

✓2 Kelly R. Chase, Esq.
3 P.O. Box 2800
4 Minden NV 89423

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THIRD AMENDMENT

OF THE DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS

OF WINHAVEN

WINHAVEN HOMEOWNERS ASSOCIATION

MINDEN, DOUGLAS COUNTY, NEVADA

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THIRD AMENDMENT
OF THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS OF
WINHAVEN

1 This Third Amendment of the Declaration of Covenants, Conditions
2 and Restrictions and Reservation of Easements of Winhaven, a Planned
3 Unit Development, Minden, Douglas County, Nevada, is made on the date
4 set forth hereinbelow by the President and Secretary of the Winhaven
5 Homeowners Association (the "Association"), with reference made to the
6 following facts:

7 WHEREAS, on or about August 25, 1989, WESTERN NEVADA PROPERTIES,
8 INC., as the Declarant, caused certain Declaration of Covenants,
9 Conditions and Restrictions and Reservation of Easements of Winhaven, a
10 planned unit development, to be recorded as Document No. 209465 in Book
11 889, commencing at Page 3662 in the Official Records of the Douglas
12 County Recorder.

13 WHEREAS, on or about September 21, 1989, WESTERN NEVADA PROPERTIES,
14 INC., as the Declarant, caused certain Declaration of Covenants,
15 Conditions and Restrictions and Reservation of Easements of Winhaven, a
16 planned unit development to be re-recorded as Document No. 211408 in
17 Book 989, commencing at Page 2855 in the Official Records of the Douglas
18 County Recorder (hereinafter, the "Declaration").

19 WHEREAS, on or about September 21, 1989, WESTERN NEVADA PROPERTIES,
20 INC., as the Declarant, caused a certain First Amendment to Declaration
21 of Covenants, Conditions and Restrictions and Reservation of Easements
22 of Winhaven a Planned Unit Development Minden, Douglas County, Nevada to
23 be recorded as Document No. 211409 in Book 989, commencing at Page 2909
24 in the Official Records of the Douglas County Recorder.

1 WHEREAS, on or about December 13, 1989, WESTERN NEVADA PROPERTIES,
2 INC., as the Declarant, caused a certain Second Amendment to Declaration
3 of Covenants, Conditions and restrictions and Reservation of Easements
4 of Winhaven a Planned Unit Development Minden, Douglas County, Nevada to
5 be recorded as Document No. 216430 in Book 1289 commencing at Page 1383.

6 WHEREAS, Article 13.2 of the Declaration provides that it may be
7 amended by a majority vote of the members of the Association, except as
8 otherwise provided, and that a meeting of the Members of the Association
9 called for the purpose of amending the Declaration was duly noticed and
10 properly held on February 28, 1998 in accordance with the Declaration
11 and the Bylaws of the Association wherein the Members, by affirmative
12 vote of the majority in attendance or by proxy, voted to approve and
13 adopt this Third Amendment of the Declaration of Covenants, Conditions
14 and Restrictions and Reservation of Easements of Winhaven as amended.

15 NOW, THEREFORE, the Association hereby amends Articles III, IV, V,
16 XI, and XIII of the "Declaration" recorded September 21, 1989 as
17 Document No. 211408, Book 989 commencing at Page 2855, in the Official
18 Records of the Douglas County Recorder, as follows:

19 1. Paragraph 3.3 of the Declaration is deleted in its entirety
20 and replaced with the following:

21 No Lot shall be occupied and used except for single
22 family residential purposes by Owners, their contract
23 purchasers, lessees, tenants, or guests, and no trade or
24 business shall be conducted thereon, except that (1) Declarant
25 and any Developer may use any Lot in the Project owned by him
26 for a model home site and/or sales office, (2) a "home office"
27 is permitted in a Dwelling provided such enterprise does not
28 employ persons within the dwelling who do not reside in the

1 household; does not hold itself out to perform on-site
2 services for general public; does not by its presence create
3 unreasonable vehicular or pedestrian traffic; and does not
4 hold out or advertise at the dwelling to perform services to
5 the general public. The Member must obtain the proper license
6 from any governmental entity having jurisdiction over the
7 operation of such home office.

8 2. Paragraph 3.6 of the Declaration is deleted in its entirety
9 and replaced with the following:

10 Unless otherwise permitted by the Board, no motor
11 vehicles nor boats shall be parked or left on any portion of
12 the Project other than within a Lot's driveway or garage or a
13 Common Area parking place or other area of the Project
14 designated by the Association as permissible parking place.

15 No motor vehicle, boat, or trailer shall be permanently
16 parked or stored for a period exceeding seventy-two (72) hours
17 on or within a Lot's driveway, except that such motor vehicle,
18 boat, or trailer may be stored within a Lot's fenced area so
19 long as the same is not visible at a six foot elevation from
20 the street, sidewalk, public or common area contiguous to the
21 Lot.

22 No truck larger than three-quarter (3/4) ton, nor
23 trailer, nor motor home, nor recreational vehicle, nor camper
24 shell, nor vehicles designated and operated as off road
25 equipment for racing, dragging and other sporting events shall
26 be permitted on the Project for longer than twenty-four (24)
27 hours without the consent of the Board, and then only in the

28 ///

1 Common Area parking place or other area of the Project
2 designated by the Association as permissible parking.

3 The Board may authorize the towing of any vehicle parked
4 in violation of these provisions.

5 3. Paragraph 3.7 of the Declaration is deleted in its entirety
6 and replaced with the following:

7 No sign of any kind shall be displayed to the public view
8 from any portion of the Project without the approval of the
9 Board. Exceptions of the requirement of approval of the Board
10 include (1) one sign of customary and reasonable dimensions
11 advertising a Lot for sale, lease or rent displayed from a
12 Lot, (2) such signs as may be used by Declarant or a Developer
13 for the purpose of selling Lots as permitted by subarticle
14 2.2.1, and (3) Neighborhood Watch/Safe House signs that may be
15 displayed in a window of a dwelling unit. Any sign visible
16 from a public street shall be in conformance with all Town of
17 Minden and County of Douglas sign ordinances.

18 4. Article III of the Declaration is amended by adding the
19 following paragraph to the Article:

20 3.16 Garage/Yard Sales

21 Garage/Yard Sales will be considered to be a commercial
22 activity which may constitute a nuisance as well as increase
23 the risk of harm to the residential community. Garage/Yard
24 Sales will be permitted, therefore, only with prior written
25 Board approval.

26 ///

27 ///

28 ///

1 5. Article III of the Declaration is amended by adding the
2 following paragraph to the Article:

3 3.17 Public Events

4 All public events that will be held within the Project
5 must receive prior approval by the Board. The Board shall not
6 approve any request unless the Petitioner has provided proof
7 of adequate liability insurance for the event and provides to
8 the Board a Certificate of Insurance naming the Association as
9 an additional insured. The limits and types of coverage shall
10 be primary and determined by the Board at the time of the
11 application and all such policies shall be issued by carriers
12 licensed to do business within the State of Nevada.

13 6. Paragraph 4.5 and its subparagraphs of the Declaration are
14 deleted in their entirety and replaced with the following:

15 The Association shall have one (1) class of voting
16 Membership.

17 Members shall be all Owners and shall be entitled to one
18 vote for each Lot owned. When more than one person or entity
19 owns a Lot, all such persons and entities shall be Members and
20 the vote for such Lot shall be exercised as they among
21 themselves determine, but in no event shall more than one vote
22 be cast with respect to any Lot.

23 7. Paragraph 4.6 of the Declaration is deleted in its entirety
24 and replaced with the following:

25 Any action by the Association which must have the
26 approval of the Membership before being undertaken shall
27 require the vote or written assent of the Members. Except as
28 otherwise provided in the Project Documents, a majority of the

1 voting power of the Members who are present at a properly
2 noticed meeting at which a quorum is present, shall be
3 required.

4 8. Subparagraph 5.3.7(B) of the Declaration is deleted in its
5 entirety and replaced with the following:

6 (B) An annual report consisting of a balance sheet, and
7 an operating (income) statement, showing a comparison of the
8 financial position for the current fiscal year with the
9 previous fiscal year shall be prepared after the close of the
10 fiscal year. This report shall be distributed to each owner
11 prior to the date of the first Membership meeting of the year.

12 9. Subparagraph 11.2.1 of the Declaration is deleted in its
13 entirety and replaced with the following:

14 The Committee shall be appointed by the Board, serve at
15 the pleasure of the Board, and be comprised of as many members
16 as the Board shall determine. Committee members shall be
17 members of the Association.

18 10. Subparagraph 11.3.1 of the Declaration is deleted in its
19 entirety and replaced with the following:

20 The Committee will submit any proposed amendment to said
21 Guidelines to the Board for approval. The Board may on its
22 own motion adopt an amendment to the Guidelines not submitted
23 by the Committee. The amended Guidelines shall be applied
24 prospectively after Board approval. Said Guidelines shall
25 interpret and implement the provisions of this Article 11 by
26 setting forth more specific standards and procedures for
27 Committee review. All Guidelines shall be in compliance with
28 all applicable laws and regulations of any governmental entity

0445702

BK0798PG6497

1 having jurisdiction over Improvements on the Project, shall
2 incorporate high standards of architectural design and
3 construction engineering, shall be in compliance with the
4 minimum standards of Subarticle 11.3.2 and otherwise shall be
5 in conformity with the purposes and provisions of the Project
6 Documents.

7 A copy of the current Guidelines shall be available for
8 inspection and copying by any Member of any reasonable time
9 during business hours of the Association.

10 **11. Paragraph 12.10 of the Declaration is deleted in its entirety**
11 **and replaced with the following:**

12 If there is any conflict among or between the Project
13 Documents, priority shall be given to Project Documents in the
14 following order: Articles, Declaration, Bylaws, Rules and
15 Regulations of the Association and Architectural Control
16 Guidelines.

17 **12. Paragraph 13.1 of the Declaration is deleted in its entirety**
18 **and replaced with the following:**

19 **13.1 Amendment**

20 This Declaration shall be amended upon the vote or
21 written approval of a two-thirds (2/3) majority of the voting
22 power of the Association.

23 **13 Paragraph 13.2 and subparagraphs 13.2.1 and 13.2.2 of the**
24 **Declaration are deleted in their entirety.**

25 The undersigned hereby reaffirms and incorporates herein by
26 reference all other provisions of the Declaration, as previously
27 amended, as originally recorded.

28 ///

The undersigned, being the President and Secretary of the Winhaven Homeowners Association, have executed this Third Amendment to the Declaration this 29 day of July, 1998.

WINHAVEN HOMEOWNERS ASSOCIATION

Don M. Civis

Don M. Civis, President

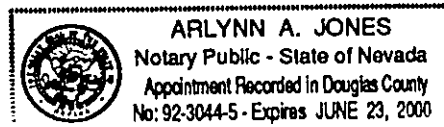
Karen L. Chalhouh

Karen L. Chalhouh, Secretary

STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.

On July 29, 1998, before me, a notary public, personally appeared Don M. Civis, personally known (or proved) to me to be the President of Winhaven Homeowners Association, a Nevada corporation not for profit, and the person whose name is subscribed to the above instrument, who acknowledged that he/~~she~~ executed the instrument freely and voluntarily under the authority duly vested in him/~~her~~ by said corporation.

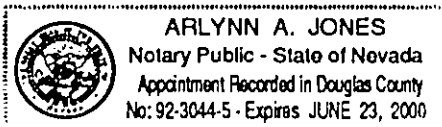
Arlynn A. Jones
Notary Public



STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.

On July 29, 1998, before me, a notary public, personally appeared Karen L. Chalhouh, personally known (or proved) to me to be the Secretary of Winhaven Homeowners Association, a Nevada corporation not for profit, and the person whose name is subscribed to the above instrument, who acknowledged that he/~~she~~ executed the instrument freely and voluntarily under the authority duly vested in him/~~her~~ by said corporation.

Arlynn A. Jones
Notary Public



RECEIVED BY
Kelly R. Chase
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'98 JUL 25 P1:33

9 0445702

15.00 PAID DEPUTY

BK0798PG6499

Accm 1562

This document is recorded as an
ACCOMMODATION ONLY and without liability
for the consideration therefor, or
as to the validity or sufficiency
of said instrument, or for the effect
of such recording on the title of the
property involved.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Mr. Leo A. Hanly
WESTERN NEVADA PROPERTIES, INC.
2221 Meridian Boulevard, #A
Minden, Nevada 89423

**SUPPLEMENT/ADDENDUM TO
FIFTH DECLARATION OF ANNEXATION FOR
WINHAVEN**

COMES NOW WESTERN NEVADA PROPERTIES, INC., a Nevada corporation, in its capacity as the declarant of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS OF WINHAVEN, A PLANNED UNIT DEVELOPMENT, MINDEN, DOUGLAS COUNTY, NEVADA ("Declaration") that was recorded in the office of the Douglas County Recorder on August 25, 1989, in Book 889, page 3662, Document No. 209465, as amended by the First Amendment to said Declaration, recorded in the office of the Douglas County Recorder on September 21, 1989, Book 989, Page 2909, Document No. 211409, and as further amended by the Second Amendment to said Declaration recorded in the office of the Douglas County Recorder on December 13, 1989, in Book 1289, Page 1383, Document No. 216430, which Declaration as amended is incorporated herein by reference, and the declarant of that certain document entitled FIFTH DECLARATION OF ANNEXATION FOR WINHAVEN recorded in the office of the Douglas County Recorder as Document No. 0431439 ("Annexation Document"), and hereby supplements and clarifies the Annexation Document as follows:

- A. In addition to the property named in the Annexation Document that was annexed by Declarant, Declarant also annexes that certain parcel of real property described SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF as follows: Douglas County APN 1320-29-112-001. Said parcel is hereby annexed in the same manner and fashion as those other parcels of property that were

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annexed by the Annexation Document, and said parcel referenced herein shall constitute "Common Area", under the Declaration.

DATED this 30th day of APRIL, 2001.

WESTERN NEVADA PROPERTIES, INC.,
A Nevada corporation ("Declarant")

By:

Leo A. Hanly

Its:

Leo A. Hanly
President

State of NEVADA)

) ss.

County of DOUGLAS)

On the 30th day of April 2001, before me, a notary public, personally appeared LEO A. HANLY, President of WESTERN NEVADA PROPERTIES, INC., A NEVADA CORPORATION, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said corporation, and who acknowledged to me he executed it freely and voluntarily and for the purposes mentioned in it.

WITNESS my hand and official seal.

[SEAL]

Donna Sue Hawkins
NOTARY PUBLIC



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EXHIBIT "A"
LEGAL DESCRIPTION

Common Area "B" as shown on the Final Map No. 1008-8 for WINHAVEN, Unit No. 8, A PLANNED UNIT DEVELOPMENT, filed for recording the office of the County Recorder of Douglas County, Nevada on September 11, 1997, in Book 997 of Official Records at Page 2125, as Document No. 421412.

Assessors Parcel No. 1320-29-112-001

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2001 MAY -3 AM 10: 26

LINDA SLATER
RECORDER

\$ 9⁰⁰ PAID *Kg* DEPUTY

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