

Escrow no. 29399 CB
When recorded mail to:
Lakeridge Springs
P. O. Box 6716
Incline Village, NV 89450 COVENANT

1127652

THIS COVENANT is made this 24th day of December, 1986
by and between LAKERIDGE SPRINGS, a Nevada joint venture compris-
ed of SIERRA PACIFIC DEVELOPMENT COMPANY, INC., a Nevada corpo-
ration, and the JOHN L. BARNESON TRUST (collectively referred
to as SPRINGS) and SAM S. JAKSICK, JR. and THELMA M. JAKSICK
(JAKSICK).

W I T N E S S E T H:

WHEREAS SPRINGS is purchasing parcels 2, 3 and 4 of Parcel
Map 2060 recorded on November 24, 1986, as Document No. 1119089,
Official Records of Washoe County, Nevada from JAKSICK and

WHEREAS JAKSICK is retaining ownership of parcel 1 of
said Parcel Map 2060 and is the owner of Lakeridge Golf Course
and

WHEREAS the parties hereto desire to enter into this
covenant which touches and concerns the land covered by the
above described Parcel Map 2060, as well as the Lakeridge
Golf Course and Wheeler Reservoirs (Lake Stanley).

NOW, THEREFORE, in consideration of the mutual covenants
herein set forth, SPRINGS and JAKSICK agree as follows:

1. The land lying within the boundaries of parcels
2, 3 and 4 of said Parcel Map 2060, but outside the boundaries
of roads and single family dwelling lots located therein shall
remain as undeveloped open space save and except for such
landscaping which may be installed thereon. Any and all such
landscaping shall be perpetually maintained by the

B24688P0180

owners of parcels 2, 3 and 4 of said Parcel Map 206, to the highest standards in keeping with the Lakeridge development.

This covenant may be enforced by injunctive relief, including mandatory relief, by the owner of parcel 1 of Parcel Map 2060, the Lakeridge Shores Property Owner's Association (Lakeridge Shores, a Nevada non-profit corporation), and the owners of the Lakeridge Golf Course.

It is agreed that the above covenant touches and concerns all of the land covered by Parcel Map 2060, the Lakeridge Golf Course and the land encompassed within all of the Lakeridge Shores units and the same constitutes a covenant running with the land and an equitable servitude.

2. All structures and all landscaping placed any where within parcels 2, 3 and 4 of the aforesaid Parcel Map 2060 shall be subject to approval of the Lakeridge Shores Architectural Committee established under the recorded Declaration of Protective Covenants governing the Lakeridge Shores development.

The developer of such improvements within said parcels 2, 3 and 4 of Parcel Map 2060 shall comply with all of the Lakeridge Shores Architectural Committee's rules and regulations for plan submittals. Prior to commencement of any construction the following items shall be submitted to the said architectural committee.

- (a) Colored rendering of the entire project layout.
- (b) Line of site study from Lakeridge Shores office island in Lake Stanley.
- (c) Comprehensive plan of the overall development showing landscaping, including cross sections.

82468PD181

(d) Detailed landscape plan.

(e) Exterior colored elevation of each model.

(f) Material samples.

(g) Four side elevations.

(h) Any proposed CC&R's for a property owner's association in the event a townhouse or condominium project is proposed.

All colors and design of units shall be arranged to blend in with the natural background as much as possible.

B2468P0182

During construction of improvements within said parcels 2, 3 and 4 of Parcel Map 2060, a temporary construction barricade shall be placed along the edge of the construction area so as to prevent damage to natural vegetation by construction work and vehicles. Construction vehicles shall not trespass on the Lakeridge Golf Course. Any damage to the Lakeridge Golf Course caused by construction within said parcels 2, 3 and 4 shall be immediately repaired. Any and all landscaping shall be completed within three (3) months of completion of the living unit to which such landscaping is adjacent, weather permitting. Within said three months period all disturbed ground as a result of construction activities within said parcels 2, 3 and 4, not a part of the landscape plan, shall be returned to its natural state.

This covenant may be enforced by injunctive relief including mandatory relief, by the owner of parcel 1 of said Parcel Map 2060, the Lakeridge Shores Property Owner's Association (Lakeridge Shores, a Nevada non-profit corporation) and the owners of the Lakeridge Golf Course.

It is agreed that the above and foregoing covenant touches and concerns all of the land encompassed within Parcel Map

2060, the Lakeridge Golf Course, and the Lakeridge Shores development and it is the intent of the parties that the above and foregoing covenant shall constitute a covenant running with the land and an equitable servitude.

3. JAKSICK in its deed to SPRINGS has reserved an easement for the Evans Creek diversion ditch across parcels 2 and 4 of Parcel Map 2060. This easement shall include such land as is necessary and convenient for the ingress and egress necessary to maintain said ditch in good condition.

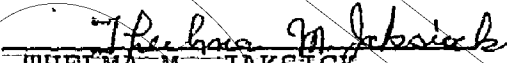
SPRINGS, its successors and assigns, being the successor owners of parcels 2, 3 and 4 of Parcel Map 2060 shall maintain the Evans Creek diversion ditch to standards consistent with conditions existing as of the date of close of escrow, namely, December, 1986, so as to enable water to be conveyed through said ditch to Lake Stanley (Wheeler Reservoir). For failure of SPRINGS or successors to maintain such ditch, the owners of the Lakeridge Golf Course and/or the Lakeridge Shores Property Owner's Association (Lakeridge Shores, a Nevada non-profit corporation) shall have the right to enter upon the easement and undertake such maintenance as may be necessary so as to enable water to be conveyed to Lake Stanley in a proper manner. All costs of such maintenance shall be borne by SPRINGS or its successors, and to the extent that either the owner's of the Lakeridge Golf Course or the Lakeridge Shores Property Owner's Association undertake and make such repairs and maintenance, the person undertaking such repairs and maintenance shall have a right to recover all costs thereof from SPRINGS, including attorney's fees and court costs in the event it is necessary to commence legal action to collect the same.

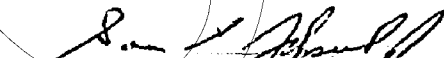
B2468P0183

The above and foregoing covenant may be enforced by injunctive relief including mandatory relief by the owners of the Lakeridge Golf Course or the Lakeridge Shores Property Owner's Association.

It is agreed that the above and foregoing covenant touches and concerns the land encompassed within parcels 2, 3 and 4 of Parcel Map 2060 as well as Lakeridge Shores development and the Lakeridge Golf Course. It is further agreed that it is the intent of the parties that the above and foregoing covenant shall constitute a covenant running with the land and an equitable servitude.

IN WITNESS WHEREOF, JAKSICK and SPRINGS have executed this covenant as of the day and year first above written.


THELMA M. JAKSICK

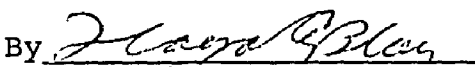

SAM S. JAKSICK, JR.

LAKERIDGE SPRINGS, a Nevada
joint venture

By SIERRA PACIFIC DEVELOPMENT
COMPANY, INC., a Nevada
corporation

By 
Authorized signature

By JOHN L. BARNESON TRUST

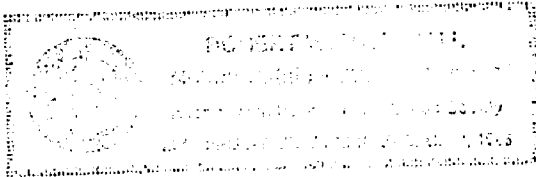
By  Trustee
Authorized trustee

B2468P0184

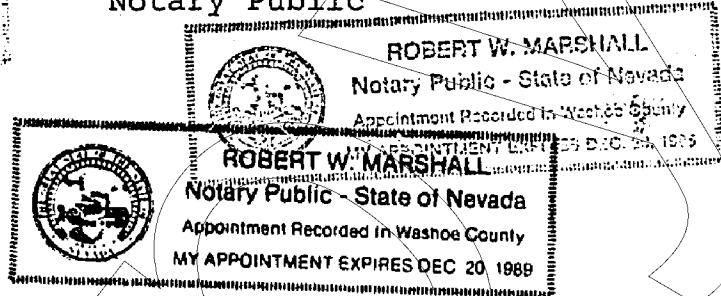
STATE OF NEVADA)

COUNTY OF WASHOE)

On this 24th day of December, 1986, personally appeared
THELMA M. JAKSICK, before me, a Notary Public, who acknowledged
to me that she executed the foregoing document.



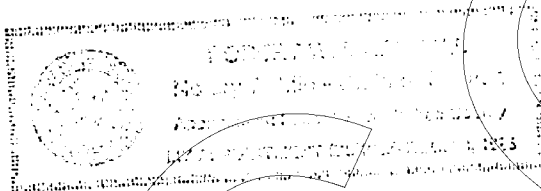
Robert W. Marshall
Notary Public



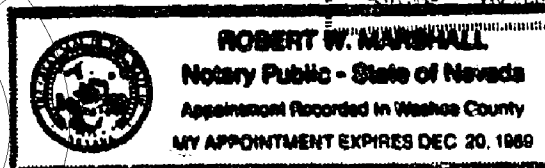
STATE OF NEVADA)

COUNTY OF WASHOE)

On this 24th day of December, 1986, personally appeared
SAM S. JAKSICK, JR. before me, a Notary Public, who acknowledged
to me that he executed the foregoing document.



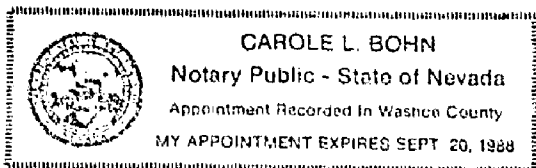
Robert W. Marshall
Notary Public



STATE OF NEVADA)

COUNTY OF WASHOE)

On this 26th day of December, 1986, personally appeared
before me, a Notary Public, F. A. Burkett,
who acknowledged to me that -he executed the foregoing document
on behalf of SIERRA PACIFIC DEVELOPMENT COMPANY, INC.

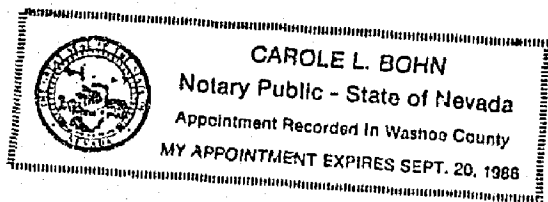


Carole L. Bohn
Notary Public

82468P0185

STATE OF NEVADA)
 :
COUNTY OF WASHOE)

On this 26th day of December, 1986, personally appeared
before me, a Notary Public, Lloyd E. Blair,
who acknowledged to me that -he executed the foregoing document
on behalf of the JOHN L. BARNESON TRUST.



Carole L. Bohn
Notary Public

COPY

DEC 29 1986 4:18pm
OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD REQUESTED BY
FIRST CENTENNIAL
TITLE CO. OF NEVADA
COUNTY RECORDER
FEE 11.00 DEP. CK

82468P0186

1127652