DOUGLAS COUNTY, NV
Rec:$40.00
$40.00 Pgs=29
LENNAR TITLE FKA CALATLANTIC TITLE, INC. -
KAREN ELLISON, RECORDER

2021-964960
04/06/2021 02:41 PM

APN# 1320-29-710-048 APN's continued on attached

Recording Requested by/Mail to:

Name: Lennar Reno, LLC

Address: 9425 Double Diamond Parkway

City/State/Zip: Reno, NV 89521

Mail Tax Statements to:

Name: same as above

Address: _____

City/State/Zip: _____

191301-001466-LH

Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Weser Creek at Heybourne Meadows

Title of Document (required)

----------(Only use if applicable)----------

The undersigned hereby affirms that the document submitted for recording DOES contain personal information as required by law: (check applicable)

___Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

___Judgment – NRS 17.150(4)

___Military Discharge – NRS 419.020(2)

L Hallmark

Signature

L Hallmark

Printed Name

This document is being (re-)recorded to correct document #_____, and is correcting

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

Heybourne Address List

Lot	Address	APNs	Phase
390	1177 PEONY LN	1320-29-710-048	
391	1179 PEONY LN	1320-29-710-047	
392	1181 PEONY LN	1320-29-710-046	
393	1183 PEONY LN	1320-29-710-045	
394	1185 PEONY LN	1320-29-710-044	
395	1164 DAPPLE DR	1320-29-710-013	
396	1162 DAPPLE DR	1320-29-710-012	
397	1160 DAPPLE DR	1320-29-710-011	
398	1158 DAPPLE DR	1320-29-710-010	
399	1156 DAPPLE DR	1320-29-710-009	
400	1154 DAPPLE DR	1320-29-710-008	
401	1152 DAPPLE DR	1320-29-710-007	
402	1150 DAPPLE DR	1320-29-710-006	
403	1148 DAPPLE DR	1320-29-710-005	
404	1146 DAPPLE DR	1320-29-710-004	
405	1144 DAPPLE DR	1320-29-710-003	
406	1142 DAPPLE DR	1320-29-710-002	
407	1140 DAPPLE DR	1320-29-710-001	
535	1159 TUSSOCKS TR	1320-29-710-043	
536	1157 TUSSOCKS TR	1320-29-710-042	
537	1155 TUSSOCKS TR	1320-29-710-041	
538	1153 TUSSOCKS TR	1320-29-710-040	
539	1151 TUSSOCKS TR	1320-29-710-039	
540	1149 TUSSOCKS TR	1320-29-710-038	
541	1147 TUSSOCKS TR	1320-29-710-037	
542	1145 TUSSOCKS TR	1320-29-710-036	
543	1143 TUSSOCKS TR	1320-29-710-035	
544	1141 TUSSOCKS TR	1320-29-710-034	
546	1678 GOLDENROD LN	1320-29-710-033	
547	1133 TUSSOCKS TR	1320-29-710-032	
548	1131 TUSSOCKS TR	1320-29-710-031	
567	1144 TUSSOCKS TR	1320-29-710-023	
568	1146 TUSSOCKS TR	1320-29-710-024	
569	1148 TUSSOCKS TR	1320-29-710-025	
570	1150 TUSSOCKS TR	1320-29-710-026	
571	1152 TUSSOCKS TR	1320-29-710-027	
572	1154 TUSSOCKS TR	1320-29-710-028	
573	1156 TUSSOCKS TR	1320-29-710-029	
574	1158 TUSSOCKS TR	1320-29-710-030	
575	1157 DAPPLE DR	1320-29-710-022	
576	1155 DAPPLE DR	1320-29-710-021	
577	1153 DAPPLE DR	1320-29-710-020	
578	1151 DAPPLE DR	1320-29-710-019	

579	1149 DAPPLE DR	1320-29-710-018
580	1147 DAPPLE DR	1320-29-710-017
581	1145 DAPPLE DR	1320-29-710-016
582	1143 DAPPLE DR	1320-29-710-015
Common Area	1139 DAPPLE DR	1320-29-710-014

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

Lennar Reno, LLC
9425 Double Diamond Parkway
Reno, NV 89521

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WESER CREEK AT HEYBOURNE MEADOWS

DECLARANT:

LENNAR RENO, LLC

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EXHIBIT "A" - LEGAL DESCRIPTION OF REAL PROPERTY
EXHIBIT "B" - LEGAL DESCRIPTION OF ANNEXABLE TERRITORY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WESER CREEK AT HEYBOURNE MEADOWS

THIS DECLARATION is made by Lennar Reno, LLC, a Nevada limited liability company ("Declarant").

PREAMBLE:

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

B. Declarant hereby declares that all of the Property (as defined herein) is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions, reservations, rights, easements, conditions and covenants contained in this Declaration, all of which are declared and agreed to be in furtherance of a plan for the protection, subdivision, maintenance, improvement and sale of the Property for the purpose of enhancing the value, desirability and attractiveness of the Property. All provisions of this Declaration, including without limitation the easements, uses, obligations, covenants, conditions and restrictions hereof, are hereby imposed as equitable servitudes upon the Property. All of the limitations, restrictions, reservations, rights, easements, conditions and covenants herein shall run with and burden the Property and shall be binding on and for the benefit of all of the Property and all Persons having or acquiring any right, title or interest in the Property, or any part thereof, and their successive owners and assigns. The development plan of the Property shall be consistent with the overall development plan, if any, submitted to the VA and FHA.

C. Declarant, its successors, assigns and grantees, covenant and agree that the fee title to each respective Lot shall not be separated or separately conveyed from the rights and obligations created hereby, and each such right and obligation shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot. Any conveyance by an Owner of a Lot within the Project shall be presumed to convey the entire Lot, together with any rights, privileges, duties and obligations associated with the Lot by reason of this Declaration.

ARTICLE I

1. Definitions. Unless otherwise expressly provided, the following words and phrases when used herein shall have the following specified meanings.

1.1 Annexable Territory. Annexable Territory shall mean the real property described in Exhibit "B" attached hereto and incorporated herein by this reference, all or any portion of which may from time to time be made subject to this Declaration pursuant to Article IX hereof; provided that the maximum number of Lots that may be created within the Project pursuant to said Article IX

shall be Two Hundred Ten (210).

1.2 Applicant. Applicant shall mean an Owner who has applied for approval from the ARC pursuant to Article II.

1.3 ARC or Architectural Review Committee. ARC or Architectural Review Committee shall mean the Architectural Review Committee created pursuant to Article II.

1.4 Beneficiary. Beneficiary shall mean a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee or Beneficiary.

1.5 City. City shall mean the Town of Minden, in the County of Douglas, State of Nevada, and its various departments, divisions, employees and representatives.

1.6 Close of Escrow. Close of Escrow shall mean the date on which a deed is Recorded conveying a Lot from Declarant to a member of the home-buying public.

1.7 Declarant. Declarant shall mean Lennar Reno, LLC, a Nevada limited liability company, its successors, and any Person to which it shall have assigned any rights hereunder by an express written assignment. Any such assignment may include only specific rights of the Declarant hereunder and may be subject to such conditions and limitations as the Declarant may impose in its sole and absolute discretion. In addition, any first Mortgagee and its successors and assigns (other than a member of the homebuying public) which acquires title to any portion of the Properties then owned by Declarant by virtue of the foreclosure of a deed of trust or a deed-in-lieu of foreclosure shall succeed to all of the rights of the Declarant hereunder with respect to the property acquired.

1.8 Declaration. Declaration shall mean this instrument as it may be amended from time to time.

1.9 Deed of Trust. Deed of Trust shall mean a Mortgage as further defined herein.

1.10 Family. Family shall mean one or more natural persons related to each other by blood, marriage or adoption, or one or more natural persons not all so related, but who maintain a common household in a Residence.

1.11 FHA. FHA shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to the FHA's function of insuring notes secured by Mortgages on residential real estate.

1.12 FHLMC. FHLMC shall mean the Federal Home Loan Mortgage Corporation (also known as The Mortgage Corporation) created by Title II of the Emergency Home Finance Act of 1970, and any successors to such corporation.

1.13 FNMA. FNMA shall mean the Federal National Mortgage Association, a government-sponsored, private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and any successors to such corporation.

1.14 GNMA. GNMA shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and any successor to such association.

1.15 Improvements. Improvements shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, walkways, sprinkler pipes, swimming pools, spas, and other recreational facilities, roads, paths, garages, carports, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, stairs, decks, landscaping, antennae, hedges, windbreaks, planted trees and shrubs, poles, signs, and lighting.

1.16 Lot. Lot shall mean any lot or parcel of land shown upon any recorded final subdivision map or Recorded parcel map of the Project, together with the Improvements, if any, thereon, but excepting any public streets or public utility easements and emergency vehicle access easements.

1.17 Map. Map shall mean a Recorded map or plat covering all or any portion of a Phase of Development.

1.18 Mortgage. Mortgage shall mean any Recorded mortgage or deed of trust or other conveyance of a Lot or other portion of the Property to secure the performance of an obligation, which conveyance will be reconveyed upon the completion of such performance.

1.19 Mortgagee, Mortgagor. Mortgagee shall mean a Person to whom a Mortgage is made and shall include the Beneficiary of a Deed of Trust. Mortgagor shall mean a Person who mortgages his or its property to another (i.e., the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the "Mortgagee."

1.20 Notice of Addition/Deletion. Notice of Addition or Deletion shall mean an instrument Recorded pursuant to Article IX hereof to annex or delete all or any portion of the Annexable Territory to or from the Property.

1.21 Owner. Owner shall mean the Person or Persons, including Declarant, holding fee simple interest to a Lot, which is part of the Project. The term "Owner" shall include a seller under an executory contract of sale but shall exclude Mortgagees or other Persons holding title as security for the performance of an obligation.

1.22 Participating Builder. A Participating Builder shall mean a Person who has

acquired title to a Lot or other portion of the Project, for the purpose of constructing, building or improving such portion of the Project for either resale, lease or rent to the general public; provided, however, that the term Participating Builder shall not mean or refer to Declarant or its successors.

1.23 Person. Person shall mean a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

1.24 Phase 1. Phase 1 shall mean the real property identified as Phase 1 in Exhibit "A" hereto. Phase 1 of the Project shall consist of 45 units.

1.25 Phase of Development. Phase of Development or Phase shall mean (a) Phase 1, (b) the real property identified in Exhibit "A" hereto, or (c) all the real property covered by a Notice of Addition Recorded pursuant to Article IX hereof, which may include Lots as described therein, unless otherwise defined in such Notice of Addition.

1.26 Project or Property. Project or Property shall mean (a) all of the Property described in Exhibit A, and (b) each Phase of Development described in a Notice of Addition.

1.27 Record, File, Recordation. Record, File, or Recordation shall mean, with respect to any document, the recordation or filing of such document in the Office of the Douglas County Recorder or such other appropriate governmental office.

1.28 Residence. Residence shall mean a dwelling, intended for use by a single Family.

1.29 Restrictions. Restrictions shall mean this Declaration, and the Rules and Regulations of the ARC, from time to time in effect.

1.30 Rules and Regulations. Rules and Regulations shall mean the rules and regulations adopted by the ARC pursuant to this Declaration, as such Rules and Regulations may be amended from time to time.

1.31 Unit. Unit shall mean a separate freehold estate, as separately shown, numbered and designated on the applicable Map. In interpreting deeds, declarations and Maps, the existing physical boundaries of the Unit or a Unit constructed or reconstructed in substantial accordance with the applicable Map and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, Map or Declaration, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries, as shown on the applicable Map or defined in the deed and Declaration, and the boundaries of a building as constructed or reconstructed.

1.32 VA. VA shall mean the Department of Veterans Affairs of the United States of America and any department or agency of the United States government which succeeds to VA's function of issuing guarantees of notes secured by Mortgages on residential real estate.

ARTICLE II

2. Weser Creek Architectural Review Committee.

2.1 Election of Members. The Architectural Review Committee (the "ARC") shall be comprised of three (3) members. The initial members of the ARC shall be appointed by the Declarant. After the sale of more than Seventy Five Percent (75%) of the Units that may be added to this Declaration, the Unit Owners voting together as a class shall have the right and power at all times to elect and remove one member of the ARC and to fill any vacancy occurring in such Unit Owners-appointed seat on the ARC. ARC members, other than the Owner-appointed members of the ARC, need not be Owners. At such time as Declarant does not own any Unit, the Unit Owners shall have the right, through action by not less than a majority of the Unit Owners, to appoint all members of the ARC. The ARC shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article II, in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of the Improvements on the Lots in the Project.

2.2 Review of Plans and Specifications. No construction, alteration, removal, relocation, repainting, demolishing, addition, installation, modification, decoration, redecoration or reconstruction to the exterior of a Residence, or of an Improvement, including landscaping, within the Units shall be commenced or maintained, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ARC and approved in writing by the ARC; provided, however, that any Improvement may be repainted without ARC approval so long as the Improvement is repainted the identical color and color scheme which it was last painted. The ARC shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration, including the inspection of construction in progress to assure its conformance with plans approved by the ARC. A Unit Owner submitting the plans and specifications (the "Applicant") shall obtain a written, dated receipt therefor from an authorized agent of the ARC. Until changed by the ARC, the address for the submission of such plans and specifications shall be 9425 double Diamond Parkway, Reno, Nevada 89521. The ARC shall approve plans and specifications submitted for its approval only if it deems that the installation, construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance, structural integrity, and architectural characteristics of any structure affected thereby will be in harmony with the surrounding structures, that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Project, and that the upkeep and maintenance thereof will not become a burden on the adjoining Owners. Declarant, and any Person to which Declarant may assign all or a portion of its exemption hereunder, need not seek or obtain ARC approval of any Improvements constructed on the Project by Declarant or such Person, as the case may be.

2.3 Conditions of Approval. The ARC may condition its approval of proposals or plans and specifications for any Improvement on any one or more of the following:

2.3.1 the Applicant's furnishing the ARC with security acceptable to the ARC to ensure the timely completion of the work, and requiring the Applicant to consent to construction penalty provisions in the event that the work is not timely completed;

2.3.2 changes to such plans and specifications as the ARC deems appropriate;

2.3.3 Applicant's agreement to complete the proposed work within a stated period of time, and during particular hours;

2.3.4 submission of additional plans and specifications or other information prior to approving or disapproving material submitted; or

2.3.5 such other conditions, restrictions and other terms as the ARC may in its sole and absolute discretion deem necessary or desirable with respect to the proposal, including, without limitation, restrictions on means of access used by an Applicant's contractor in completing the proposed work.

2.4 Adoption of Rules and Regulations. The ARC may issue rules or setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval, or stating additional factors which it will take into consideration in reviewing submissions. The ARC may provide that the amount of the fee shall be uniform or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans submitted for approval. Decisions of the ARC and the reasons therefor shall be transmitted by the ARC to the Applicant at the address set forth in the application for approval within forty-five (45) days after receipt by the ARC of all materials required by the ARC. Any application submitted pursuant to this Article II shall be deemed approved unless written disapproval or a request for additional information or materials by the ARC shall have been transmitted to the Applicant within forty-five (45) days after the date of receipt by the ARC of all required materials.

2.5 Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate an ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances. In the absence of such designation, the vote of written consent of a majority of the ARC shall constitute an act of the ARC.

2.6 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any

other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

2.7 Compensation of Members. The members of the ARC shall receive no compensation for services rendered.

2.8 Inspection of Work. The ARC or its duly authorized representative may at any time inspect any work for which approval of plans is required under this Article II ("Work"), which right to inspect shall include the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the ARC-approved plans for the Work or with the requirements of this Declaration ("Noncompliance").

2.9 Time Limit. The ARC's right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after the latest to occur of the following events: (i) submittal of the plans for the Work to the ARC for its approval as provided in this Article II; (ii) completion of the Work as provided in the ARC-approved plans; and (iii) written notice from the Owner to the ARC that the Work has been completed.

This time limit for inspection and notification by the ARC shall be extended indefinitely if any of these conditions has not occurred. If the ARC fails to send a notice of Noncompliance to an Owner before this time limit expires, the Work shall be deemed to comply with the approved plans.

2.10 Remedy. If an Owner fails to remedy any Noncompliance within sixty (60) days from the date of notification from the ARC, upon notice and hearing, the ARC shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a Noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the ARC ruling is given to the Owner. If the Owner does not comply with the ARC ruling within that period, the ARC, at its option, may Record a Notice of Noncompliance and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

2.11 Scope of Review. The ARC shall review and approve, conditionally approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations, architectural impact upon the Project, consistency with the architectural themes of the Project, and the overall benefit or detriment which would result to the immediate vicinity and the Project generally. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ARC's approval or disapproval shall be based solely on the considerations set forth in this Article II, and the ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARC may consider the impact of views from other Units and reasonable privacy right claims as factors in reviewing,

approving or disapproving any proposed landscaping, construction or other Improvement. HOWEVER, DECLARANT DOES NOT WARRANT ANY VIEWS WITHIN THE PROPERTY AND NO UNIT IS GUARANTEED THE EXISTENCE OR UNOBSTRUCTED CONTINUATION OF ANY PARTICULAR VIEW.

2.12 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including without limitation restrictions upon height, size, weight, noise suppression, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require; provided, that any variance so granted shall be and shall always remain subject and subordinate to all applicable laws, rules and regulations and the ARC is under no obligation to ensure that any variance so granted is in conformity with applicable laws, rules or regulations. Such variances must be evidenced in writing, must be signed by a majority of the ARC, and shall become effective upon Recordation. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Unit and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his Unit.

2.13 Appeals. Decisions of the ARC shall be final, and there shall be no appeal.

ARTICLE III

3. Project Easements and Rights of Entry

3.1 Easements

3.1.1. Utility Easements. Declarant expressly reserves for the benefit of the Project the right of Declarant to grant additional easements and rights-of-way over the Property to utility companies and public agencies, as necessary, for the proper development and disposal of the Property. Such right of Declarant shall expire with respect to any Phase of Development, upon Close of Escrow for the sale of all Lots in such Phase by Declarant.

3.1.2 Encroachments. Declarant and Owners of contiguous Lots shall have a reciprocal easement appurtenant to each of the Lots over the Lots for the purpose of (1) accommodating any existing encroachment of any fence or wall of any Improvement, and (2) maintaining the same and accommodating authorized construction, reconstruction, repair, shifting, movement or natural settling of the Improvements or any other portion of the Project. The foregoing easements shall not unreasonably interfere with each Owner's use and enjoyment of adjoining Residences.

3.1.3 Completion of Improvements. Declarant expressly reserves for its benefit the right and easement to enter the Property to complete any Improvement which Declarant deems desirable to implement Declarant's development plan.

3.2 Interest of Declarant. It is acknowledged that Phase 1 is a portion of a larger parcel of land on which Declarant intends to construct single family residences. Each Owner of a Lot which is part of the Project acknowledges by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other instrument, that Declarant has a substantial interest to be protected with regard to assuming compliance with and enforcement of, the covenants, conditions, restrictions and reservations contained in this Declaration and any amendments thereto and any Supplemental Declarations Recorded pursuant to this Declaration. Notwithstanding any other provisions of the Restrictions, until such time as Declarant and all Participating Builders no longer own any Lots in the Project, the following actions, before being undertaken by the Owners, shall first be approved in writing by Declarant:

3.2.1 Any amendment or action requiring the approval of First Mortgagees pursuant to this Declaration, including without limitation all amendments and actions specified in Article VI or specifically requiring the approval of Declarant pursuant to Article VI; and

3.2.2 The annexation of real property to the Project, other than the Annexable Territory, pursuant to Article IX hereof.

ARTICLE IV

4. Declarant's Rights and Reservations. Nothing in the Restrictions shall limit, and no Owner shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portion of the Property, or to complete Improvements to and on any portion of the Property owned solely or partially by Declarant, or to alter the foregoing or its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Lot in the Project remains unsold. Any alteration of Declarant's construction plans shall require the prior approval of FHA and VA, if such alteration is inconsistent with the general plan of development of the Property submitted to and approved by FHA and VA, if any. The rights of Declarant hereunder shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of its business of completing the work and disposing of the Lots by sale, resale, lease or otherwise. Each Owner by accepting a deed to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently impair the view of such Owner and may constitute an inconvenience or nuisance to the Owners, and hereby consents to such impairment, inconvenience or nuisance until such time as Declarant or any successor-in-interest of Declarant ceases to own any portion of the Property or the Annexable Territory. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot in the Project by a

purchaser from Declarant to make or establish on that Lot additional licenses, dedications, easements, reservations and rights-of-way to itself, to utility companies, governmental agencies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Furthermore, prior to acquisition of title to the affected Lot by a purchaser or with the consent of the affected Lot Owner thereafter, Declarant, in its sole discretion, may cause boundary line adjustments to such a Lot to provide for, by way of example and not limitation, logical interconnection of additional Phases of Development, the provision of ingress or egress to the Project or Phases of Development and to correct planning oversights, such as unforeseen areas where trash and debris may collect. Declarant may use any Lots owned by Declarant in the Project as model home complexes or real estate sales or leasing offices. Declarant need not seek or obtain approval for any Improvement constructed or placed on any portion of the Property by Declarant. The rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any successor in interest to any portion of Declarant's interest in any portion of the Property by a written assignment. Declarant, its successors and tenants, shall also be entitled to the nonexclusive use of any portions of the Property which comprise private streets, drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property and the Annexable Territory. The rights and reservations of Declarant set forth in this Article IV shall terminate on the twentieth (20th) anniversary of the first Close of Escrow for the sale of a Lot in the Project.

ARTICLE V

5. Residence and Use Restrictions. All of the Property shall be held, used and enjoyed subject to the following limitations and restrictions and the exemptions of Declarant set forth in this Declaration.

5.1 Single Family Residences. Each Unit shall be used as a Residence for a single Family and for no other purpose. An Owner may rent his Unit to a single Family provided that the Unit is rented pursuant to a lease or rental agreement which is (a) in writing, (b) for a term of at least thirty (30) days, and (c) subject to all of the provisions of this Declaration. Notwithstanding that the Owner shall have leased or rented the Unit to a tenant, to the fullest extent permitted by applicable law, the Owner and the Lot shall be liable and responsible for a tenant's failure to abide by the terms and conditions of this Declaration, which include the obligations to maintain the landscaping and avoid nuisance conditions.

5.2 Temporary Structures. No structure of a temporary character, trailer, tent, shack, detached garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; provided, however, that Declarant or a Participating Builder may establish, relocate and operate a construction yard, including a "job shack," on any Lot, during and until completion of construction of the Project.

5.3 Lavatories and Toilets. All lavatories and toilets shall be built indoors and connected with a sewer system. The provisions of this section do not apply to portable toilets placed by the Declarant on the Property during the course of construction of any Improvements.

5.4 Automobiles and Recreational Vehicles. No boat, trailer, motor home, recreational vehicle, camper, utility trailer, commercial vehicle, aircraft, truck larger than what is commonly referred to as a 1 ton truck, or any inoperable or junk vehicle of any kind may be parked, stored, kept or repaired at any time on any Lot within the Project between the residence and the front property line of the Lot; provided, however, that a boat, trailer, motor home or recreational vehicle may be parked between the residence and the front property line of the Lot for a period not to exceed twenty-four (24) hours per week. Parking, storing or keeping a boat, trailer, motor home, recreational vehicle, camper, utility trailer, commercial vehicle, aircraft, truck larger than 1 ton, or any inoperable or junk vehicle shall be permitted only on the garage side, side yard (an area adjacent to the side of a residence and the side lot line which abuts the exterior wall of the garage of the Residence) behind the most forward part of the Residence in said garage side, side yard and behind a fence. Notwithstanding the foregoing, no commercial vehicle of any type that exceeds ten (10) feet in height shall be parked stored or kept on any Lot. In addition, a boat, trailer, motor home, recreational vehicle, camper, utility trailer, commercial vehicle, aircraft, truck larger than 1 ton, or any inoperable or junk vehicle parked in a side yard as defined above must be parked or stored behind a screened gate. No repairs or restoration of a boat, trailer, motor home, recreational vehicle, camper, utility trailer, commercial vehicles, aircraft, truck larger than 1 ton, or any inoperable or junk vehicle shall be conducted upon any portion of any Lot within the Project, except wholly within the said Owner's garage; provided, however, that such activity shall at no time be permitted if such activity constitutes a nuisance (e.g. dust, noise or odor) to other Owners. A boat, trailer, motor home, recreational vehicle, camper, utility trailer, truck larger than 1 ton, or commercial vehicle may be operated within the Project for the purposes of ingress to and egress from the Owner's Lot within the Project only. Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any applicable City or County ordinance.

5.5 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, or offensive. No noise or other nuisance shall be permitted to exist or operate upon any portion of a Lot so as to be offensive or detrimental to any other Lot in the Property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or their tenants shall be located, used or placed on any portion of the Property. Alarm devices used exclusively to protect the security of a Lot and its contents shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.

5.6 Signs. No sign, poster, billboard, advertising device or other display of any kind shall be displayed, except that one (1) sign of customary and reasonable dimensions may be displayed from each Lot advertising the Lot for sale or as otherwise permitted by applicable law but limited to one (1) sign if such applicable law provides for a limitation as to the number of signs. No

sign indicating or offering a Unit for rent or lease or other temporary occupancy may displayed at any time.

5.7 Antennae. No antennae or other device for the transmission or reception of television or radio signals or any other form of electro-magnetic radiation shall be installed except as permitted herein. Installation of such devices shall be permitted only when erected, used or maintained in the rear yard of a Residence or Property. Adequate landscape material shall be installed to screen said device from view of adjacent Residences built upon Lots within the Project, as well as from the street. The restrictions set forth in this Section 5.7, to the extent inconsistent therewith, are subject to applicable federal law, including without limitation, the Federal Communications Act of 1996 and the rules and regulations promulgated thereunder and any successor act thereto.

5.8 Rooftop Structures and Appliances. No device, structure or fixture of any kind, including but not limited to water softeners shall be installed or affixed to the exterior walls or roofs of the residence on Lots within the Project which are in view of adjacent lots or public streets or which are in violation of any applicable City or County ordinance.

Evaporator coolers or other air conditioning devices shall not be permitted on the roofs of structures but may be attached to the exterior wall of a Unit (excluding exterior walls in the front of the Residence); provided, that such devices are not visible from the street or neighboring or nearby Lots. Adequate landscape material shall be installed to screen said device from view of adjacent Residences built upon Lots within the Project, as well as from the street.

5.9 Unsightly Articles. No unsightly articles, including clotheslines, shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in covered, sanitary containers or enclosed areas designed for such purpose. Such containers shall be exposed to the view of neighboring Lots only when set out for collection and then only for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).

5.10 Oil and Mining Operations. No tools or equipment and no derrick or other structure designed for use in boring for oil, gas or other kindred substances, or designed for use in boring for water, or designed for use in any mining operation or exploration shall hereafter be erected or placed upon the Property; and no owner of any of said lots shall ever consent to the use of the surface of the land, or any portion of the subsurface thereof, by any lessee under any lease to be negotiated or under any lease now of record affecting any of said lots, which lease pertains to the exploration, mining or operating for oil, gas or other hydrocarbon substance and the taking, storing, removing and disposition of same.

5.11 Maintenance of Improvements and Structures. No improvements (including but not limited to dwelling units, garages, carports, walls and fences) shall be permitted to fall into disrepair and all structures shall at all times be kept in good condition and repair and adequately

painted or otherwise finished. Any and all repairs, re-decorations, modifications or additions, interior or exterior, shall fully comply with all applicable building code requirements and restrictions and this Declaration.

5.12 Maintenance of Lots Within the Project. No rubbish, brush, weeds, undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon any lots within the Project, or any portion thereof, so as to render said premises a fire hazard, unsanitary, unsightly, offensive or detrimental to any other lot within the Project or of the occupants thereof. The Owner of each Lot within the Project for himself, his successors and assigns agrees to maintain and to care for, cultivate, prune and maintain in good condition any and all trees, lawns, and shrubs growing on said Lot. In addition to the right of an Owner to seek enforcement of this provision, should such Owner or his successors or assigns fail to comply with the foregoing, or fail to keep said Lot free from rubbish, brush, weeds, undergrowth or debris of any character, Declarant or its successors in interest at any time, upon thirty (30) days written notice to Owner or his successors and assigns, of its intention to do so, may enter upon said Lot or property and remove such rubbish, brush, weeds, undergrowth or debris and assess said Owner or his successors or assigns for the costs thereof. Declarant or its successor in interest shall notify Owner or his successors or assigns in writing of the costs thereof, and in the event such person or persons fails to remit to Declarant or its successor in interest the charges, such charges shall constitute a lien on said Lot or property which may be enforced by Declarant or its successor in interest in the same manner provided by law with respect to a mortgage or other lien on real property. No party other than the Declarant may lien any lot within the Project as a method of enforcement of this provision 5.12.

5.13 Animals. No animals, fowls, reptiles, poultry, fish or insects of any kind shall be raised, bred or kept within the Property, except that a reasonable number of dogs, cats or other household pets may be kept within a Residence, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance. As used in this Declaration "unreasonable quantities" shall ordinarily mean more than two (2) pets per household.

5.14 Business or Commercial Activity. No part of the Property shall ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license; except Declarant, its successors and assigns may use any portion of the Property for a model home site and display and sales offices in accordance with Article IV hereof. The provisions of this Section 5.14 shall not preclude any of the above-described activities without external evidence thereof, provided that all of the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not regularly visit the Unit or park automobiles or other vehicles within the Property; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Unit; and (d) such activities are consistent with the residential character of the Property and conform with the provisions of this Declaration.

5.15 No Further Subdivision. No Lot may be further subdivided without the prior written approval of the Declarant; provided, however, that nothing in this Section shall be deemed to prevent an Owner from, or require the approval of the Declarant for: (1) selling a Lot; or (2) transferring or selling any Lot to more than one (1) person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property; or (3) the leasing or renting by any Owner of all of his Lot, provided that any such lease or rental shall be subject to the Restrictions.

5.16 Drainage. There shall be no interference with or alteration to the established drainage, unless an adequate alternative provision, is duly approved in writing by the applicable City or County, is made for proper drainage. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time a Lot is conveyed to an Owner by Declarant, which includes the placement of rain gutter downspouts and other modifications to the Residence that may impact drainage.

5.17 Fences. Fences not exceeding six feet (6') in height and not extending beyond the front of the residence may be erected if the location, quality and color thereof are consistent with that installed by or approved by the Declarant and applicable local governmental entities having jurisdiction over any of the Project. No fences of any kind or type shall be permitted between the front property line of a Lot and the Residence. No fence may be painted; however, fences may be stained with a natural wood colored stain that compliments the natural beauty and character of the wood and surrounding area and consistent with all contiguous fences. Interior fences may be erected within the enclosed backyard area of the Residence; provided, that such interior fences do not exceed the height of six (6) feet. No wire fencing of any kind or type shall be permitted except for interior fences (e.g. dog runs).

5.18 Site Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on a corner lot within the triangular area formed by the street property lines and a line connecting them at twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersections of the street property lines extended. The same site-line limitations shall apply on any Lot that is within ten (10) feet of the intersection of a street property line with the edge of a driveway or alley. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

5.19 Tanks. No elevated or exposed tanks of any kind shall be erected, placed or permitted upon any lot.

5.20 Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent or nearby Property.

5.21 Landscaping. Declarant or Participating Builder shall landscape the front yard

of the Residence in accordance with the landscaping standards and guidelines determined from time to time by the Declarant. At the sole cost and expense of the purchaser, within twenty-four (24) months of the sale of the Residence to a Person other than Declarant or a Participating Builder, the rear yard area of each Lot shall be sufficiently landscaped to preserve and protect the grading and slopes of such Lot from erosion or other deterioration that may affect adjacent area or Lots or that may alter or affect the drainage characteristics of such Lot, adjacent Lots or areas.

ARTICLE VI

6. Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment or violation of this Declaration shall operate to defeat or render invalid the rights of the Mortgagee under any Mortgage upon one (1) or more Lots made in good faith and for value, provided that after the foreclosure of any such Mortgage such Lot(s) shall remain subject to this Declaration, as amended. For purposes of this Declaration, "First Mortgage" shall mean a Mortgage with first priority over other Mortgages or Deeds of Trust on a Lot, and "First Mortgagee" shall mean the Beneficiary of a First Mortgage. For purposes of any provision of this Declaration or the other Restrictions which require the vote or approval of a specified percentage of First Mortgagees, such vote or approval shall be determined based upon one (1) vote for each Lot encumbered by each such first Mortgage. In order to induce VA, FHA, FHLMC, GNMA and FNMA to participate in the financing of the sale of Lots within the Project, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Declaration or any other of the Restrictions, these added provisions shall control):

Unless at least sixty-seven percent (67%) of the Owners (other than Declarant) have given their prior written approval, the Owners shall NOT:

(i) by act or omission seek to abandon or terminate the Declaration; or

(ii) partition or subdivide any Lot; or

(iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design, the exterior appearance or the maintenance of the Units.

ARTICLE VII

7. Duration and Amendment

7.1 Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date of Recordation hereof, after which the term shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination satisfying the requirements of an amendment to this Declaration as set forth in Section 7.2 is Recorded. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Unit from the rights and obligations of this Declaration, as this Declaration shall continue in full force and effect.

7.2 Termination and Amendment

7.2.1 Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be sent to all of the Owners within the Project. The amendment shall be adopted by the vote, in person or by proxy, or written consent of Owners representing not less than sixty-seven percent (67%) of the Units governed by this Declaration. The Owner approval described above shall not be required for amendments that may be executed by Declarant with respect to the exercise of developmental rights, the additional of Annexable Territory and as otherwise provided herein.

7.2.2 Except in the case of a taking of all of the Property by eminent domain, termination of this Declaration shall require approval by Owners representing at least eighty percent (80%) of the Units subject to this Declaration.

7.2.3 An amendment shall be effective when a Certificate of Amendment is Recorded. The Certificate, if signed and sworn to by two (2) Owners that the requisite number of Owners have either voted for or consented in writing to any amendment adopted as provided above, when Recorded, shall be conclusive evidence of that fact.

7.2.4 Notwithstanding any other provisions of this Section 7.2, at any time prior to the first Close of Escrow for the sale of a Lot within Phase 1, Declarant may unilaterally amend or terminate this Declaration by Recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarant.

7.2.5 Notwithstanding any other provisions of this Section 7.2, for so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration by Recording a written instrument signed by Declarant in order to conform this Declaration to the requirements of the City, VA, FHA, FNMA, GNMA or FHLMC then in effect.

7.3 Protection of Declarant. Until the tenth (10th) anniversary of the first Close of Escrow for the sale of a Lot in the Project, the prior written approval of Declarant, as developer of the Property, will be required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or lease Lots therein in accordance with this Declaration shall become effective. Notwithstanding any other provisions of the Restrictions, until such time as (i) Declarant is no longer entitled to add Annexable Territory to the Property, or (ii) Declarant no longer owns any Lots in the Property, whichever occurs last, the following actions, shall first be approved in writing by Declarant:

7.3.1 Any amendment and all amendments and actions specified in Section 7.2; or

7.3.2 The annexation to the Property of real property other than the Annexable Territory pursuant to Section 9.2.

ARTICLE VIII

8. General Provisions

8.1 Enforcement of Restrictions

8.1.1 Violations Identified by an Owner or Declarant. In the event that an Owner or the Declarant alleges that another Owner, his Family, guests, tenants, or invitees is violating the Restrictions, the Owner or Declarant may resort to a court of law for relief with respect to the alleged violation.

8.1.2 Legal Proceedings. Failure to comply with any of the terms of the Restrictions by an Owner, his Family, guests, employees, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of any lien, or any combination thereof.

8.1.3 No Waiver. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision, or any other provision hereof.

8.1.4 Right to Enforce. Any Owner (not at the time in default hereunder), or Declarant (so long as Declarant is an Owner) shall be entitled to enforce the Restrictions as described in this Article. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

8.1.5 Attorneys' Fees. Any judgment rendered in any action or proceeding pursuant to this Declaration shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and costs of court.

8.2 Severability. The provisions hereof shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

8.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating architectural controls and use restrictions. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the other, unless the context dictates otherwise.

8.4 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public

use.

8.5 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Property or any portion thereof, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with any governmental authority.

ARTICLE IX

9. Annexation/Deannexation of Additional Property. Additional real property may be annexed/deannexed to Phase 1 and such additional real property may become subject to or removed from this Declaration by the methods set forth hereinafter. This Declaration, and in particular the terms of this Section 9, shall not effect, bind or encumber any portion of the Annexable Property unless and until Declarant acquires fee title to such portion of the Annexable Property:

9.1 Additions by Declarant. Declarant or its successors or assigns shall, after it acquires fee title to the Annexable Property, have the right from time to time to add the Annexable Territory, or any portion or portions thereof, to the Property and to bring such added territory within the general plan and scheme of this Declaration without the approval of the Owners; provided that such a right of Declarant and its successors and assigns shall terminate on the tenth (10th) anniversary of the date of Recordation of this Declaration. As each Phase of Development is developed, Declarant may, with respect thereto, record a Notice of Addition and/or an additional or supplemental declaration ("Supplemental Declaration") which may supplement this Declaration with such additional covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for that Phase of Development. When and if Declarant acquires fee title to any portion of the Annexable Territory, but subject to Section 9.6, below, prior to conveyance of a Unit on such portion of the Annexable Territory, Declarant shall cause such portion of the Annexable Territory so acquired to be annexed into this Declaration. Declarant makes no assurances regarding the order in which the Annexable Territory will be annexed to the coverage of the Declaration or whether such Annexable Territory will be so annexed to the Project. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Project, there are no assurances as to when any other portion or all of such parcel will be so annexed.

9.2 Other Additions. In addition to the provision for annexation specified in Section 9.1 above, additional real property may be annexed to the Property and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of no less than two-thirds (2/3) of the Owners; provided, however, if such real property is contiguous to Phase 1, the Annexable Territory or any real property added into this Declaration, the Declarant hereby reserves the right to annex all such contiguous real properties into this Declaration without the

approval of the Owners; provided further that such right of Declarant and its successors and assigns shall terminate on the tenth (10th) anniversary of the date of Recordation. No assurance is made as to the boundaries of any such additional real property added to this Declaration and Declarant may exercise its right to add additional real property as to all or any portion of such real property.

9.3 Rights and Obligations-Added Territory. Subject to the provisions of Section 9.4, upon the Recording of a Notice of Addition containing the provisions as set forth in this Section, all provisions contained in this Declaration shall apply to the real property described in such Notice of Addition (the "added territory") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added territory shall be the same as with respect to the Property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Units within the added territory, as well as within the Property originally subject to this Declaration, shall be the same as if the added territory were originally covered by this Declaration.

9.4 Notice of Addition of Territory. The additions authorized under Sections 9.1 and 9.2 shall be made by Recording a Notice of Addition of Territory, or other similar instrument (which notice or instrument may be or contain the Supplemental Declaration, if any, affecting each such Phase of Development), with respect to the added territory ("Notice of Addition") which shall extend the general plan and scheme of this Declaration to such added territory. The Notice of Addition for any addition under Section 9.1 shall be signed by Declarant or its assignee, as the case may be. The Notice of Addition for any addition under Section 9.2 shall be signed by at least two (2) Owners to certify that the requisite approval of the Owners under Section 9.2 was obtained. The Recordation of said Notice of Addition shall constitute and effectuate the annexation of the added territory described therein, and thereupon said added territory shall become and constitute a part of the Property, become subject to this Declaration and encompassed within the general plan and scheme of covenants, conditions, restrictions, reservation of easements and equitable servitudes contained herein; and the Owners of Lots in said added territory shall automatically become subject to the terms and conditions of this Declaration. Such Notice of Addition may contain a Supplemental Declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the added territory, or as Declarant may deem appropriate in the development of the added territory, and as are not inconsistent with the general plan and scheme of this Declaration.

9.5 Deannexation and Amendment. Declarant may amend a Notice of Addition or delete all or a portion of a Phase of Development from coverage of this Declaration, so long as Declarant is the owner of all of such Phase of Development, and provided that (1) an amending instrument or a Notice of Deletion of Territory, as applicable, is Recorded in the same manner as the applicable Notice of Addition was Recorded, and (2) Close of Escrow has not occurred for the sale of any Lot in such Phase of Development.

9.6 Contraction of Annexable Territory. So long as real property is not added territory, as defined in this Article IX, the Annexable Territory may be contracted to delete such real

property effective upon the Recordation of a written instrument describing such real property, executed by Declarant and all other owners of such real property, and declaring that such real property shall thereafter be deleted from the Annexable Territory. Such real property may be deleted from the Annexable Territory without consent of the Owners or the approval or consent of any other Person, except as provided in this Section 9.6.

This Declaration is dated for identification purposes April 5, 2021.

LENNAR RENO, LLC, a Nevada limited liability company

By: _____
Name: Ryan Stanbrook
Its: VP

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on April 6th, 2021, by Destin Barker as Vice President of Lennar Reno, LLC, a Nevada limited liability company.

NOLA SPEIGEL
Notary Public, State of Nevada
Appointment No. 10-1640-2
My Appt. Expires Mar 26, 2022

_____
Notary Public
My Commission Expires: 3-26-2022

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

The land situated in the State of Nevada, County of Douglas, described as follows:

Lots 390 through 407, inclusive, and Lots 535 through 548, inclusive, and Lots 567 through 582, inclusive as shown on that certain Final Subdivision Map, A Planned Unit Development PD 04-008 for Heybourne Meadows (fka The Ranch at Gardnerville), Phase IVA and VA, recorded in the Official Records of Douglas County, Nevada, on June 24, 2020, as Document No. 2020-948154.

EXHIBIT "B"

LEGAL DESCRIPTION OF ANNEXABLE TERRITORY

The land situated in the State of Nevada, County of Douglas, described as follows:

That certain parcel of land identified as "New Parcel for Development" on that certain Final Subdivision Map, A Planned Unit Development PD 04-008 for Heybourne Meadows (fka The Ranch at Gardnerville), Phase IVA & VA, consisting of approximately 53.40 acres of land, recorded in the Official Records of Douglas County, Nevada, on June 24, 2020 as Document No. 2020-948154.