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THE FAIRWAYS AT FIELDCREEK RANCH
DECLARATION OF PROTECTIVE COVENANTS
FIELDCREEK UNIT 12A AND 12B

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THE FAIRWAYS AT FIELDCREEK RANCH
DECLARATION OF PROTECTIVE COVENANTS
(FIELD CREEK RANCH UNIT 12A AND 12B)

THIS DECLARATION is made on September 20, 2000 by the JOHN SHAW FIELD FOUNDATION, a Nevada non-profit corporation (Declarant).

RECITALS

Declarant is the owner and developer of that certain real property located in the County of Washoe, State of Nevada, described on Exhibit "A" attached hereto and made a part hereof.

Declarant intends to sell and convey the lots and parcels described in Exhibit "A" and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan of improvement for a planned community for the benefit of all of the lots and parcels herein and the owners and future owners thereof.

NOW, THEREFORE, Declarant declares that all of the lots and parcels described in Exhibit "A" as hereinafter defined are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to being furtherance of a plan for the development, improvement and sale of said lots and parcels, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of the Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create a privity of contract and estate between the grantees of such lots and parcels, their heirs, successors and assigns; and shall, as to the owner of such lot or parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such lots and parcels in the development as hereinafter defined and their respective owners, present and future.

I. **DEFINITIONS.** The following terms as used in this Declaration are defined as follows:

- A. "Articles" means the Articles of Incorporation of the Association.
- B. "Association" means The Fairways at Fieldcreek Ranch Homeowners Association, the property owner's association which is a Nevada nonprofit corporation.
- C. "Board" means the Board of Directors of the Association.
- D. "By-Laws" means the By-Laws of the Association.
- E. "Committee" means The Fairways at Fieldcreek Ranch Architectural Committee established in Article IV of this Declaration.
- F. "Common Area" means all of the real property designated as such on the final subdivision map of the Exhibit "A" property owned or to be owned by the Association, together with all improvements which may at any time be constructed thereon and owned by the Association. "Common Area" shall include streets within the development which are not dedicated to the public, and labelled "Private" on the subdivision map for the property, and drainage ways within the Property. All Property that may be deeded by Declarant, to the Association shall thereafter be owned and maintained by such Association.
- G. "Declarant" means the Declarant above named.
- H. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.
- I. "Development" means all that real property situate in the County of Washoe, State of Nevada, described on Exhibit "A" and all other real property which may be described in additional supplemental declarations recorded from time to time with the Washoe County Recorder, which development is commonly known as The Fairways at Fieldcreek Ranch.
- J. "Dwelling Unit" means a residence structure built on one or more lots.
- K. "Improvements" means all buildings, outbuildings, streets, roads, trails, pathways, driveways, parking areas, fences, retaining and other walls,

landscaping, light standards, antenna and any other structures of any type or kind.

- L. "Lot" means any living unit lot shown on a map covering any portion of the development.
- M. "Manager" means the general manager of the Association.
- N. "Map" means the recorded maps of the development.
- O. "Owner" means:
 - 1. Any person or legal entity, including Declarant, who holds fee simple title to any lot within the Development.
 - 2. Any person or legal entity who has contracted to purchase fee title to a lot pursuant to a written agreement recorded in the Washoe County, Nevada Recorder's Office, in which case the seller under said agreement shall cease to be the owner while said agreement is in effect; or
 - 3. A lessee of a lot under a recorded lease from the owner of fee simple title to said lot for a term of not less than fifty (50) years, in which case the lessor under said lease ceases to be the owner while said lease is in effect.
 - 4. Owner does not include the Association.

P. "Parcel" means any portion of the development other than a lot.

Q. "Roadways" mean the roadways shown on the map of the development recorded from time to time which are not dedicated to the public.

R. "Supplemental Declaration" means in the case of lots and parcels being subsequently annexed to the Development, the recorded supplemental declaration of Declarant which incorporated the provisions of this Declaration therein by reference.

The supplemental declaration shall include a description of the real property covered thereby subject to the provisions of this Declaration and shall designate the permitted uses of such property.

II. **LAND USE.** Only the following uses shall be permitted on the Exhibit "A" property: Lots and parcels described in a supplemental declaration shall be designated therein as to their permissible uses and shall thereupon become subject to the provisions of this Declaration. In the event a use is designated for which no such provisions are contained herein, the same may be set forth in such supplemental declaration. Only activities connected with the designated uses may be carried out on any lot or parcel. There shall be no use of a lot or parcel other than the designated use.

A. **Single Family Residential.** Only single family dwellings and such outbuildings as are usually accessory thereto and as may be permitted by the Committee shall be permitted on any lot designated as single family residential.

B. **Private Common Area.** All areas in the development designated as private common areas shall be owned by the Association and shall remain private property, and the recordation of a map showing such common areas shall not be construed as a dedication to the public of any such common areas located therein.

1. **Ownership.** Declarant will convey all such common areas to the Association (except as set forth herein) free and clear of all liens and encumbrances (other than liens for current taxes), but subject to such easements and rights-of-way as then appear of record, such conveyances shall be accomplished in segments from time to time as improvements, if any, to be located thereon as shown on the recorded maps of the development, are completed.

2. **Use.** The use and enjoyment of said common areas and improvements thereon, whether before or after conveyance to the Association, shall be subject to the provisions as to use shown on the map, the powers of the Association as set forth in its articles and by-laws and to such rules and improvements as may from time to time be adopted by the Board of the Association.

3. Maintenance. Maintenance of such common areas and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance thereof to the Association; thereafter, the Association shall have sole responsibility therefor.
- C. Roads. All roads in the Development shall be owned by the Association and shall remain private property, and the recordation of a map showing such roadways, which shall designate such roadways as "Private" shall not be construed as a dedication to the public of any such roadways located therein.
1. Ownership. Declarant shall convey all such roadways to the Association free and clear of all liens and encumbrances (other than liens for current taxes) such conveyances shall be accomplished in segments from time to time as improvements thereon are completed.
 2. Use. Use of the roadways shall be subject to the rules and regulations adopted from time to time by the Board of the Association.
 3. Maintenance. Maintenance and repair of the roadways shall be the responsibility and obligation of Declarant until conveyance to the Association; thereafter, the Association shall have the sole responsibility therefor. Declarant acknowledges that Washoe County will not assume responsibility for maintenance of the Development's private streets or roadways.

III. **RESIDENTIAL USE COVENANTS AND RESTRICTIONS.**

The following shall be applicable to all lots within the development, and each owner, as to his lot:

- A. Residential Use. Each Lot shall be improved and used exclusively for single family residential use. Nothing in this Declaration shall prevent an Owner from leasing or renting the Improvements on his lot; however, any

lease or rental shall be subject to all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. No Lot shall be subdivided in any manner. No Owner shall lease less than the entire Lot.

- B. Commercial Use. Except as otherwise provided in this Declaration, no Lot shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.
- C. Improvements and Alterations. No Improvements, construction, repair, excavation, fill, removal of rocks, shrubs or natural vegetation, or other work that alters the land or the exterior appearance of any Improvement upon any Lot shall be made, done, or permitted to be done without the prior approval of the Committee, except as specifically authorized herein.
- D. Owner's Obligation of Maintenance and Repair. The Owner of each Lot shall maintain such property and the Improvements thereon in a good, clean and orderly condition, and in a good state of repair, and adequately painted or otherwise finished, all at such Owner's sole cost and expense, and all in accordance with the Committee Rules. No Owner shall permit any building, structure, or other Improvement on such Owner's Lot to fall into disrepair. Each Owner shall keep all shrubs, trees, grass, and plantings on his Lot neatly trimmed, properly cultivated, and free from trash, weeds, or other unsightly material. Each Owner shall maintain any and all fuel break areas on such Owner's Lot in accordance with applicable fire and safety codes.

If any Lot Owner allows, permits, or causes any condition to exist on such Owner's Lot which in the sole reasonable discretion of the Board is unsightly, unsanitary, or hazardous, and fails to perform such work of repair or maintenance to correct such condition within thirty (30) days after written notice by the Board is given to such Owner in the manner provided in this Declaration, or if more than thirty (30) days is reasonably

required to correct such deficiency, if such Owner fails to commence such corrective work within such thirty (30) day period and diligently pursue the same to completion within a reasonable time after such written notice, then the Association shall have the right, but not the obligation, to undertake and perform such work through its agents and employees as the Board may deem be necessary or desirable to remedy such condition on such Lot, and to levy a special assessment against the Owner of the Project Lot for the cost of such work in the manner provided in this Declaration. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any such remedial work performed by the Association. The Board shall not be required to undertake such remedial work and neither the Association, the Board, nor any of their agents or employees shall be liable for failure to exercise such right to maintain a Lot.

- E. Restoration of Damaged Improvements. No Owner shall do any act or work that will impair the structural soundness or safety of any Improvement located on such Owner's Lot. If any improvement is damaged or destroyed by fire or other calamity, the insurance proceeds shall be paid to the Owner or the mortgagees thereof, as their respective interest may appear; and such owner or mortgagee shall, within a time period determined to be reasonable by the Board, rebuild or repair the damage or restore the Lot to its state immediately prior to the event causing the damage or destruction. Prior to the commencement of any work of reconstruction, the Owner of such Lot shall submit the plans and specifications therefor to the Architectural Committee.
- F. Temporary Occupancy and Structures; Outbuildings. No temporary building or structure of any kind such as a tent, vehicle, boat, house trailer, portable living unit, shack, garage, or barn, and no incomplete building shall be used at any time for a residence, either temporarily or permanently. Temporary buildings and structures may be used during the construction of Improvements on a Lot, but shall be expressly approved by

the Committee and shall be removed immediately after the completion of construction. No permanent outbuildings shall be allowed except as approved by the Committee.

- G. Trailers, Boats, and Motor Vehicles. Except for loading and unloading, no mobile home, trailer of any kind, truck larger than a one ton truck, recreational vehicle, or boat shall be kept, placed, maintained, constructed, repaired, or permitted to be parked or stored upon any Lot or street within the Development visible from neighboring property for more than twenty-four (24) consecutive hours, nor more than five (5) days in any thirty (30) consecutive day period. In all other instances such items may be parked and stored for indefinite periods of time, but only if such items are parked or stored in a specifically designated space or enclosure previously approved for such use in writing by the Committee, on a case-by-case basis after consideration of its visibility from streets, adjacent lots, and the Wolfrun Golf Course. No camper tops shall be stored or kept in driveways or in any areas which are visible from neighboring Lots, streets, or roadways. The foregoing provision shall not apply to emergency vehicles or temporary construction vehicles or facilities maintained during and used exclusively in connection with the construction of any work of improvement approved by the Committee. No commercial vehicles of any nature shall be parked or stored on any Lot or on the streets of the Development except for a commercial vehicle providing services to Owners or to the Association, and in such event, only for the duration necessary to provide such services, unless approved in writing by the Committee.
- H. Garages. Each Owner shall maintain his garage areas in neat, orderly condition with all storage areas completely enclosed. Garages shall only be used for the purposes of parking motor vehicles, storage of boats to the extent that the boats are not visible from neighboring property, and other storage and workshop purposes and pursuant to the Rules and Regulations.

- I. Utility Service. With the exception of such utility lines as may be required to be constructed by any governmental body or utility company, and with the exception of the utility lines existing as of the date of recordation of this Declaration, no lines, wires, or devices for transmission of electric current or telephone, television, or radio signals shall be constructed, placed, or maintained anywhere within any Lot unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of Improvements approved by the Committee.
- J. Antennas. No antenna of any type nor any satellite dish shall be erected, used, or maintained outdoors whether attached to a building or structure or otherwise, nor shall any tower-type structure be placed, constructed, or maintained on any Lot.
- K. Signs. No signs whatsoever that are visible from neighboring property shall be erected, placed, displayed, or maintained in the Project, except (a) such signs as may be required by law; (b) residential identification signs, subject to the approval of the Committee as to design, size, location, and suitability; (c) during the time of construction of any Improvement, reasonable job and general contractor identification signs (excluding subcontractor and material supplier signs); (d) not more than one sign of customary and reasonable dimensions on a Lot advertising the Lot for sale or rent, the location and design of which shall be subject to approval of the Committee; and (e) such signs as may be used by Declarant or Declarant's designees for the purpose of developing, selling, and improving the Development. Permitted signs shall be on their own posts, shall be no higher than forty-two inches (42") from the ground, and shall not exceed a maximum area of eight hundred square inches, the longest dimension being no greater than thirty-six inches (36").

- L. Mailboxes. There shall be no exterior newspaper tubes or free-standing mailboxes except those approved by the Committee.
- M. Clothes Drying Facilities. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained on any Project Lot unless the Committee finds such facilities are adequately concealed and are not visible from neighboring properties.
- N. Sports Equipment. No basketball standard or other fixed sports apparatus shall be erected or attached to any neighboring property, unless approved by the Committee.
- O. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with and during the use, maintenance, or construction of a residence or other structure. No equipment for air conditioning, heating, fuel storage or other uses shall be installed or maintained outside of or protruding through the walls, windows, or roof of any building in the Development except for such equipment as is initially approved and installed during construction or thereafter as approved by the Committee.
- P. Fences. No fences, hedges or walls shall be placed on the Lot boundaries which extend from the dwelling to the street or along the common boundary with the street, and such boundaries shall be unobstructed. Fences, hedges or walls are permitted along the other Lot boundaries provided the same have first been approved by the Committee. Acceptable fencing materials include split rail cedar, redwood board, rock, and wrought-iron, or such other materials as may be approved by the Committee, provided that there shall be no solid fencing on Lot lines adjacent to or facing the Wolfrun Golf Course. Fencing on such Lot lines shall be wrought iron, split rail, or other comparable material approved by the Committee. No chain link or woven wire fence shall be permitted within the subdivision, except for pet enclosures in areas designated by the Committee. Pet enclosures must be attached to the main dwelling unit or

garage, shall be placed in the rear of the Lot, and shall not be visible from the street. No fence shall exceed five feet (5') in height unless approved by the Committee for a specific purpose such as an enclosure for recreational vehicles or pets.

- Q. Barbecues. There shall be no exterior fires except barbecue fires contained within receptacles designed for such purpose or outside fireplaces approved by the Committee.
- R. Animals. No animals or fowl, including without limitation horses, cows, sheep, goats, pigs, chickens, and exotic pets, except for no more than three (3) usual house or yard pets, shall be kept, bred, or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise or shall otherwise be allowed to become a nuisance. No animal shall be permitted outside of the Lot of the owner of such animal unless such animal is under the control of a responsible person by means of a leash or other reasonable restraint. No pets shall be kept upon a Lot until such time as a certificate of occupancy has been issued for the dwelling on the Lot and adequate provisions approved by the Committee have been made for confining such pets to the Lot. Upon request of an Owner, the Board, in its sole discretion, shall determine for the purpose of this paragraph whether a particular animal or fowl shall be considered as a house or yard pet, whether it is a nuisance, or whether the number of animals or fowl on any Lot is reasonable. The Rules and Regulations may include other rules and regulations pertaining to animals and fowl as may be adopted from time to time.
- S. Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Lot that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects.
- T. Mineral Exploration. No portion of the Development shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or earth substance. No drilling, exploration,

refining, quarrying, or mining operations of any kind shall be conducted or permitted to be conducted thereon; nor shall wells, tanks, tunnels, mineral excavations, shafts, derricks, or pumps used to mine or drill for any substances be located on the Development.

- U. Rubbish and Nuisances. No Rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot; and no odors shall be permitted to arise therefrom so as to render any Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance or noxious or offensive activity shall be carried on or permitted to exist or operate in the Development so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limitation of any of the foregoing, no exterior speakers, or other sound devices except security devices used exclusively for security purposes shall be located, used, or placed on a Lot or Improvement without the prior written approval of the Board. No noxious or offensive activity, including but not limited to, repair of automobiles or other motorized vehicles, other than minor repairs which do not render the vehicle inoperative for more than one day, shall be conducted within the Development. Nothing shall be done on or within the Development that may be or may become an annoyance or nuisance to the residents of the Project, or that in any way interferes with the quiet enjoyment of the residents of the Development. No owner shall serve food or beverages, cook, barbecue or engage in similar activities, except within such Owner's Lot.
- V. Trash. All garbage and trash shall be placed and kept in covered containers of a type and style approved by the Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.
- W. Compliance with Laws; Prohibition of Certain Activities. No Owner shall permit anything to be done or kept on his Lot that violates any law,

ordinance, statute, rule or regulation of any local, county, state, or federal body. No Owner shall allow furniture, furnishings, or other personally belonging to such Owner to remain outside the perimeter boundaries of such Owner's Lot.

- X. Rules and Regulations. No Owner shall violate the Rules and Regulations as adopted from time to time by the Association.
- Y. Restriction on Further Subdividing. No Lot may be further subdivided. No easement or other interest in any Lot less than the whole shall be conveyed by the Owner thereof without the prior written approval of the Board; provided, however, that nothing herein shall be deemed to prevent or require the approval for the transfer or sale of any Lot to more than one person to be held by them as tenants in common, joint tenants, or as community property.

IV. ARCHITECTURAL COMMITTEE.

- A. Organization. There shall be an Architectural Committee appointed by the Board of Directors consisting of not less than three (3) or more than five (5) persons. There shall also be an alternate member who may be designated by the Committee to act as a substitute on the Committee in the event of absence or disability of any member.
- B. Terms of Office.
 - 1. Initial Members. The initial members and alternates of the Committee shall be appointed by the Board for a term of five (5) years commencing on the date the first Final Subdivision Map for any portion of the Property is recorded. Such appointment shall be reflected in the minutes of the Board. Each member shall serve the length of such member's term unless the member has resigned or been removed from office. Thereafter, the terms of all Committee members appointed shall be three (3) years. Any new member appointed to replace a member who has resigned or has been removed shall serve

such member's unexpired term. Members who have resigned, been removed, or whose terms have expired may be reappointed; however, no person shall serve as a member of the Committee, either regular or alternate, for a period in excess of eight (8) years in any ten (10) year period. Members of the Committee need not be Owners.

2. Appointment and Removal. The right to appoint and remove members and alternate members of the Committee shall be vested solely in the Board. Exercise of the right of appointment and removal as set forth herein shall be evidenced by the designation in the minutes of the Board of each new member or alternate appointed, replaced, or removed from the Committee.
 3. Resignations. Any member or alternate member of the Committee may at any time resign from the Committee upon written notice delivered to the Board.
 4. Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Board.
- C. Duties. It shall be the duty of the Architectural Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt Committee Rules, to perform other duties delegated to it by the Association, and to carry out all other duties imposed upon it by this Declaration.
- D. Meetings. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise. The Committee may charge a filing fee to be used to pay an architect, who may or may not be a member of the Committee, to review the submitted plans and specifications. The Board may reimburse members for reasonable

expenses incurred by them in the performance of any Architectural Committee function.

E. Architectural Committee Rules. The Architectural Committee shall from time to time and in its sole discretion adopt, amend, and repeal by unanimous vote rules and regulations to be known as "Architectural Committee Rules" interpreting and implementing the provisions of the Declaration and setting forth fees to be charged and procedures, and design, and construction criteria to be followed in submitting proposals to the Rules, as they may from time to time be adopted, amended, or repealed, certified by any member of the Committee, shall be maintained by the office of the Association and shall be available for inspection and copying by any Member at any reasonable time during the business hours of the Association. The following minimum standards and restrictions shall apply to any construction work performed on the Project:

1. Density. No more than one residence shall be constructed on any project Lot.
2. Compliance With Laws. All Improvements shall be constructed in full compliance with all applicable zoning laws, building codes, and other laws, ordinances, and regulations applicable to the construction, use, and occupancy of the Improvements.
3. Garages. The Improvements to be constructed on a Project Lot shall include a garage which will accommodate at least two (2) automobiles.
4. Building Site. The placement of the Improvements on a Project Lot, the type of roofs, exterior materials, and building shapes shall be established in such a manner as to be determined reasonable in the sole discretion of the Committee, taking into account the topography of the Project Lot and aesthetic considerations.

5. Residence Size and Height. Each Declarant, or specified in the Declaration of Annexation or supplemental declaration. If no maximum residence height is designated on such supplemental declaration or declaration of annexation, then the Committee shall establish such maximum residence height for each such phase of the Project for which no designation has been made.
6. Landscaping. Within one (1) year from the issuance of the certificate of occupancy for the dwelling unit on a Project Lot, each Project Lot shall be completely landscaped consistent with the approved landscaping plans submitted to the Committee. The landscaping plans shall be submitted along with the original plans for the dwelling unit, and shall include, but not be limited to, at least three (3) twenty (20) gallon evergreen trees to be planted between the front lot line and the dwelling unit. Owners of the Project Lots should make the effort to incorporate native and drought-tolerant species in their landscaping plans, and although rock gardens are encouraged, extensive use of colored ornamental rock to the exclusion of greenery is not acceptable.
7. Chimneys. All exterior chimneys must be of wood, brick, stone, or metal. Chimneys must be of such a color as to blend in aesthetically with the residence and must be equipped with spark arresters consistent with the applicable Washoe County codes and fire protection district codes.
8. Driveways. Driveway cuts shall be limited to one per Project Lot unless a variance is granted by the Committee. Maximum entrance widths shall be sixteen feet (16'). All driveways are to be of an approved hard surface such as concrete, brick or other pavers, and shall extend from the street to the garage. Asphalt and gravel driveways will not be allowed.

9. Roofs. Roofing materials shall be tile, slate, or 40 year architectural shingles. Materials and colors must be submitted and approved by the Committee with the construction drawings. All roofing materials must comply with applicable fire protection district codes. Flat roofs are highly discouraged.
 10. Exterior Walls and Trim. Natural wood siding, natural brick and stone, or other materials acceptable to the Architectural Committee are required for all exterior walls. Exterior colors must harmonize with the surrounding landscape; gaudy or bright colors, purples, reds and blues are not acceptable. All colors and trim must be approved by the Committee. All reflective metal, such as chimney stacks, flashings, exhaust vents and pipes must be painted to match or blend with the surrounding materials. Aluminum windows, door frames, solar panels and skylights must be a compatible color. Steel window and door frames must be painted to match or blend with surrounding materials. The use of solar panels will be subject to the approval of the Committee
 11. Wood Stoves and Fireplace Inserts. All wood stoves and fireplace inserts shall meet or exceed standards adopted by Washoe County.
- F. Construction Procedures. Prior to the commencement of any construction activity on any Project Lot, the Owner thereof or such Owner's Contractor shall rope off those areas not intended for actual construction to protect the site from unnecessary damage to the existing foliage and to reduce dust and erosion. The building site must be kept clean and in an orderly condition at all times. The contractor must have approved sanitary facilities on the site as well as a garbage dumpster or other suitable device for regular disposal and removal of trash. No construction materials may be dumped or stored on roadways, pathways, trails, open areas or any portion of the project open space. Construction work hours are limited

and shall be from 7:00 a.m. to 6:00 p.m., Monday through Saturday. The Committee may require the contractor to submit an erosion protection plan to control the possible traveling of sedimentation to parks, greenbelts, streams, lakes or other open areas when in the sole opinion of the Committee it is deemed necessary. If requested by the Committee, this plan shall be submitted prior to any construction activity.

- F. Application for Approval of Plans and Specifications. Any Owner of a Project Lot proposing to make any Improvements to a Project Lot or to perform any work that requires the prior approval of the Committee shall apply to the Committee for approval by notifying the Committee of the nature of the proposed work. Prior to the commencement of construction on a Project Lot, the Owner of the Project Lot shall submit to the Committee for its review and approval three copies of the official worksheet provided to the Association by the Committee and not less than three (3) sets of the following: (a) a plot plan of the Project Lot showing the location of all existing and proposed improvements, topographical map of the Project Lot showing contour intervals of at least two feet (2'), (c) floor plans, and front, rear and side elevation drawings, (d) plans and specifications showing the color and composition of all exterior materials to be used, (e) the Owner's proposed construction schedule, (f) grading plans showing any proposed removal from the Project Lot of rocks, trees, shrubs or other natural vegetation, and all proposed cuts and fills; (g) landscaping plans, and (h) any and all other information which the Architectural Committee shall reasonably require, including soils and engineering reports. All such plans and drawing shall be prepared by a licensed architect or licensed residential building designer, and shall be submitted in a form reasonably satisfactory to the Committee. The Committee may require that the application for approval in connection with any Improvements be accompanied by a reasonable fee to cover the cost of review by a licensed architect of the final plans and specifications of the Improvements to be constructed. The minimum fee for reviewing

plans and specifications for a new dwelling shall be Two Hundred and No/100ths Dollars (\$200.00) and Fifty and No/100ths Dollars (\$50.00) for reviewing plans and specifications in connection with remodeling. Such fees shall be payable at the time the plans and specifications are submitted to the Committee. No building permit shall be obtained by an Owner without obtaining the prior final approval of the Committee as described herein.

G. Basis for Approval of Improvements. The Architectural Committee shall grant the required approval only if:

1. The owner shall have strictly complied with the provisions of paragraph F., above; and
2. The Committee finds that the plans and specifications conform to this Declaration and to the Committee Rules in effect at the time such plans were submitted to the Committee; and
3. A majority of the members of the Committee in their sole discretion determine that the proposed Improvements would be compatible with the other property in the Project and the purposes of the Declaration as to the quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

Nothing in this Section shall be deemed to prohibit the Committee from granting reasonable variances from Committee regulations.

H. Basis for Disapproval of Improvements. The Committee may disapprove any application on aesthetic grounds, and more specifically: (a) because of the reasonable dissatisfaction of the Committee with the location of the structure having in mind the character of the neighborhood in which it is proposed to be erected, the materials of which it is to be built the harmony thereof with its surroundings, and the effect of the building or other structures as planned on the view from the adjacent or neighboring Project

Lots or the open space; or (b) because of noncompliance with any of the specific conditions and restrictions contained in this Declaration or with reasonable guidelines that the Committee may from time to time adopt.

- I. Form of Approval. All approvals or disapprovals given under paragraphs G. or H. shall be in writing; provided, however, any request for approval which has not been rejected within sixty (60) days from the date of submission thereof to the Committee shall be deemed approved. The approval may be conditioned upon the deposit by the Owner of a performance bond, cash deposit, or other undertaking to assure completion of the approved Improvement in accordance with the terms of the approval once construction thereof is commenced.
- J. Proceeding with Work. Upon receipt of approval from the Architectural Committee pursuant to paragraph I., above, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations, and excavations pursuant to the approval. Construction of the approved Improvements shall commence, in all cases, within one year from the date of such approval. If the Owner shall fail to comply with this Section, any approval given pursuant to paragraph I, above, shall be deemed revoked unless the Committee, upon written request of the Owner made prior to the expiration of the one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.
- K. Failure to Complete Work. The Owner shall in any event complete the construction, reconstruction, refinishing, or alteration of any such Improvement (excepting the landscaping in connection with the initial construction of the residence on a Project Lot) within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the

owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. The landscaping (as approved by the Committee) shall be completed within one year after the issuance of a certificate of occupancy for the initial completed residence. Landscaping which is required after the remodeling of any residence on a Project Lot shall be completed within the time period prescribed by the Committee. If the Owner fails to comply with this paragraph, the Committee shall notify the Board of such failure; and the Board may proceed in accordance with the provisions of paragraph L., as though the failure to complete the Improvement were a noncompliance with approved plans, or if a bond, deposit, or undertaking was given, may pursue its rights hereunder.

L. Inspection of Work and Noncompliance. Inspection of work and correction of defects therein shall proceed as follows:

1. Upon the completion of any construction or refinishing of any Improvements for which approval of the Committee is required or was obtained, and after all construction debris and materials have been removed from the site, the Owner shall give written notice thereof to the Committee.
2. Within sixty (60) days thereafter, the Committee, or its duly authorized representative, may (but shall not be obligated to) inspect such Improvement to determine whether it was completed according to the approved plans. If the Committee finds that such construction or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such 60 day period, specifying particulars of noncompliance, and shall require the Owner to remedy such noncompliance.
3. If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Board in

writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of the noncompliance is given to the Board by the Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, the Committee, and, in the discretion of the Board, to any other interested party.

4. At the hearing, the Owner, the Committee, and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board 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 Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling. If the Owner does not comply with the Board's ruling within such period or within any extension of such period that the Board, in its discretion, may grant, then the Board, at its option, may remove the noncomplying Improvement or remedy the noncompliance. Thereafter, the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special reimbursement assessment against such Owner pursuant to paragraph VI, C., hereof.
5. If for any reason the Committee fails to notify the Owner of any noncompliance within ninety (90) days after receipt of the

notice of completion from the Owner, then the Improvement shall be deemed to be constructed in accordance with the approved plans.

M. Non-Compliance with Article III. In addition to the procedures set forth in paragraph L., above, if any Owner constructs or causes to be constructed an Improvement on any Project Lot without the approval of the Committee as set forth in this Article, then the Committee may notify in writing such Owner of such noncompliance and demand the Owner to remove such Improvement within ten (10) days. If the Owner fails to comply with the demand of the Committee, then the Board shall hold a hearing upon notice to the Owner of at least five (5) days. At the hearing, the Owner, Committee, and, in the Board's discretion, any other interested person may present information relevant to the question of the Owner's noncompliance with the procedures set forth in this Article or the noncompliance of the Improvement. After considering all such information, the Board shall determine whether the Owner failed to comply with the procedures set forth in this Article and whether the Improvement is in noncompliance with the Architectural Rules. If the Board finds that the Owner failed to comply, the Board may require the Owner to remove the Improvement. If the Board finds that the Improvement is in noncompliance, then the Board may require the Owner to remedy or remove the Improvement within a period of not less than fifteen (15) days of the Board's ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, then the Board, at its option, may remove the noncomplying Improvement or remedy the noncompliance. Thereafter, the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special reimbursement assessment against such Owner pursuant to paragraph VI, C. hereof.

- N. Waiver. The Approval by the Committee of any plans, drawings, or specifications for any work done or proposed or for any other matter requiring the approval of the Committee under the Declaration or Supplemental Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.
- O. Estoppel Certificates. Within thirty (30) days after written demand is delivered to the Committee by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Committee shall record an estoppel certificate executed by any two of its members or alternates certifying with respect to such Owner's Project Lot that as of the date thereof either: (a) All Improvements made and other work done upon or within the Project Lot comply with the Declaration or, (b) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner or from anyone deriving any interest in the Project Lot through such Owner shall be entitled to rely on the certificate with respect to the matters therein set forth; and such matters shall be conclusive as between the Association, Declarant, any Successor Declarant, and all Owners and such persons deriving any interest through them.
- P. Liability. Provided that the Committee or a particular member of the Committee has acted in good faith on the basis of the information as may be possessed by the Committee or the member, as the case may be, then neither the Committee nor any member thereof shall be liable to the Association, to any Owner, or any other person for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, with respect to the construction or performance of any work, whether or not such performance complied with approved plans, drawings,

and specifications; (c) the development of any property subject to this Declaration; or, (d) the execution and filing of an estoppel certificate pursuant to paragraph 0, above, and whether or not the facts therein are correct. Without limiting the generality of the foregoing, the Architectural Committee and any member thereof may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Committee.

V. **THE FAIRWAYS AT FIELDCREEK RANCH ASSOCIATION, A NONPROFIT CORPORATION.**

- A. General. The Fairways at Fieldcreek Ranch Association shall be a Nevada nonprofit corporation organized by Declarant promptly on recording a subdivision map covering the Exhibit "A" land to maintain and operate the common areas and roadways of the development and improvements located thereon and effect the maintenance obligations set forth herein. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.
- B. Control of Association by Declarant. Initially, Declarant shall have sole control of the Association. During such period of control, Declarant, or persons designated by him, may appoint and remove the officers of the Association and members of the executive board. Declarant's control of the Association shall terminate on the earlier of:
1. Sixty days after the conveyance of 75 percent of the Lots that may be created to owners other than Declarant;
 2. Five years after Declarant has ceased to offer Lots for sale in the ordinary course of business; or
 3. Five years after any right to add additional lots by annexation was last exercised.

Provided, that not later than 60 days after conveyance of 25 percent of the Lots that may be created to owners other than Declarant, at least one member and not less than 25 percent of the members of the

executive board must be elected by Lot owners other than Declarant, and not later than 60 days after conveyance of 50 percent of the units that may be created to Lot owners other than Declarant, not less than 33 1/3 percent of the members of the executive board must be elected by Lot owners other than Declarant.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the executive board before termination of the period set forth above, but in that event, may require for the duration of the Declarant's control that specified actions of the Association, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

In the event Declarant ceases to be a legal entity in good standing prior to the time control of the Association is to pass to the individual lot owners as if this paragraph V.B. did not exist. From and after said initial period, all owners of lots within the development shall exercise full membership rights with respect to said Association; assessments may be levied as herein provided against lot owners (including Declarant to the extent the Declarant is the owner of a recorded lot or lots) during said initial period.

- C. Membership. Membership in the Association is limited to owners of lots as shown on recorded plats, and is automatic with and appurtenant to such ownership provided, however, that no membership shall be transferred on the books of the Association until all prior charges and assessments against said membership shall have been paid in full. No other persons may become members. There is only one class of memberships.
- D. Membership Rights, Privileges and Obligations. The rights and duties, privileges and obligations appertaining to memberships in the Association, including voting rights and assessment obligations, and penalties for failure to comply with the Association's rules and regulations are as set forth in its Articles and By-Laws. In the event a corporation, partnership or association shall designate, by corporate resolution certified by the secretary or by written consent of all partners or

members delivered in each case to the Association, the name of the person who, together with his family, shall have the right to utilize the facilities of the Association.

- E. General Duties of Association. The Association shall have the duty of enforcing the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of the provisions hereof. In addition to such enforcement remedies as may be contained in the articles and By-Laws of the Association, failure of any member to comply with the rules and regulations of the association shall be deemed to be a violation of this declaration and enforceable by the Association as other violations of this Declaration. The Association shall from and after the date of receipt of title be expressly required to maintain and repair and otherwise to manage to high standards all common areas owned or controlled by the Association, including all ponds within the development and all facilities thereof owned by the Association and all improvements located on any of the foregoing.

The Association may purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by these Declarations of Protective Covenants or its Articles and By-Laws, or the Association may contract with others to undertake and complete all maintenance duties. The Association may construct such maintenance facilities on the common area as may be necessary or convenient for the Association to carry out its duties hereunder, provided the Committee shall approve the plans therefor. Declarant may sell any equipment, materials and supplies to the Association, and the Association may purchase any of such equipment, materials and supplies provided the purchase price shall be the fair market value thereof.

The Association shall have the power to adopt and enforce rules and regulations consistent with this Declaration governing the use of all common areas. All owners and their guests shall abide by such rules. The Association shall have the duty to obtain and maintain in force, the insurance described below in Part IX and to deal with the insurer or its agent with respect to all claims arising thereunder.

VI. ASSESSMENTS

- A. General. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all lots in the development, including those of Declarant. Such assessments shall be uniform as to all lots affected.
- B. Annual Assessments. Each year, the Board shall consider the current and future needs of the Association (excluding expenditures for which special assessments may be levied), and in light of those needs shall fix by resolution the amount of annual assessment, including an adequate reserve, funded on a reasonable basis, for the repair, replacement and restoration of the major components of the common elements, to be levied against each lot in the development, which amount shall be a debt of the owner thereof at the time such charge is made.
- C. Special Assessments. Special assessments may be made by the Board upon an affirmative vote of a majority of the memberships representing lots so assessed, upon a determination by the Board that such assessment is necessary for capital improvements of Association property or for purposes related to the health, safety and/or welfare of such lot owners or for the acquisition of additional Association property or for the benefit of Association members. No such special assessment shall be levied without benefit of a hearing for which at least twenty (20) days' written notice shall be given to all affected lot owners. Special assessments may be made by the Board against any lot without notice or hearing to secure the liability of the owner thereof to the Association arising out of any breach of the provisions of this Declaration by such owner, which breach shall require the Association to expend funds by virtue thereof.
- D. Notice. The secretary shall mail to each owner whose lot is assessed, at such owner's address within the development, written notice of each annual or special assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment is due and payable to the Association.

- E. New Units. The lots in new units shall be subject to pay the next installment of the previously established annual or special assessment, due after first sale of the lot by Declarant.
- F. Collection and Lien. Annual assessments shall be paid either annually in January, or quarterly in January, April, July and October on the first day of each of said months or monthly on the first day of each month or yearly on the 1st day of April as determined by the Board. The amount of any special assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If any assessment payment is not paid on the date required, with ten (10) days grace, the entire amount of such assessment, including any deferred portion of any annual or special assessment, plus any other charges thereon, including interest at twelve percent (12%) per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the Office of the Washoe County, Nevada Recorder a notice of delinquent assessment, which shall state the amount of such assessment, interest, costs, fees and any other charges, a description of the lot which has been assessed, and the name of the record owner of the property. (See NRS 116.3116, et. seq.) Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall within a reasonable time cause to be recorded a further notice stating the satisfaction and the release of said lien.
- G. Priority of Lien. Conveyance of any lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens and property taxes recorded subsequent to said notice of assessment.
- H. Enforcement. The lien provided for herein may be enforced by sale of the property which is subject to a notice of delinquent assessment, such sale to be made by the Association or any of its authorized officers or attorneys in accordance with NRS 116.31162, et. seq., or in any other manner provided by law. In addition to the above-enumerated items constituting the lien, the Association may also realize from the sale the costs of such sale together with a reasonable attorney's fee. The Association may be a bidder at the sale.

- I. Proof of Payment. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- J. Suspension. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership, including voting rights, on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been brought current.
- K. Fiscal Year. The Board may adopt a fiscal year other than the calendar year.
- L. Assessment for Fieldcreek Ranch Homeowner 's Association. The Project is a part of that designated as the tentative map for the Fieldcreek Ranch Subdivision. Each Lot shall, in addition to the assessments provided for in this section, pay a proportionate share of the operating expenses of the Fieldcreek Ranch Subdivision as assessed by the Fieldcreek Ranch Homeowner's Association.

VII. INSURANCE.

- A. Types of Insurance. The Association shall purchase, carry and at all times maintain in force, insurance covering all the private common areas and other Association property for the interests of the Association in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location and use in the development. Such insurance shall include, but not be limited, to the following:
 - 1. Casualty Insurance. The Association shall obtain insurance against loss or damage by fire and other hazards in an amount equal to the full replacement value (that is, 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of all improvements in the common area, and other Association property. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks

and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. Such casualty insurance shall be carried in a form or forms naming the Association as the insured. Such insurance proceeds shall be used in accordance with the provisions of this Declaration.

2. Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage covering the Association's activities in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the Exhibit "A" property and additions to the development as revealed by supplemental declarations filed from time to time. The liability insurance shall name, as separately protected insureds, Declarant, Declarant's project manager, the Association, the Board, and their representatives, members, and employees, with respect to any liability arising out of the maintenance or use of any Association property. The Association is not obligated to purchase any liability insurance for owners of dwelling units.
3. Other Insurance. The Association shall obtain such other insurance as may be required by law, including worker's compensation insurance, if applicable, and may obtain insurance against such other risks, as it shall deem appropriate.

- B. Payment of Premium. The insurance premiums for the insurance policies which the Association is required to obtain and maintain shall be part of the expenses for which the general assessment is made as provided above.
- C. Adjustment of Losses. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.
- E. Owner's Insurance Responsibilities. Each owner shall be responsible for obtaining the following insurance for such owner's dwelling unit:
 - 1. Casualty insurance with respect to such owner 's furnishings and other personal property located on such owner 's lot;
 - 2. Public liability insurance for occurrences within the owner's lot and for such owner's activities within the common area;
 - 3. Insurance coverage against loss from theft of owner's items of personal property or fixtures located within the Development.

VIII. **EASEMENTS.** The recording information for easements and licenses appurtenant to the Development is set forth in attached Exhibit "A." All lands within the Development are subject to the easements shown on the maps of the Development recorded from time to time with the Washoe County Recorder. Said easements constitute irrevocable licenses over each lot or parcel and the common areas and right of ingress and egress to the extent reasonably necessary to exercise such easements and are reserved to the Declarant and its licensees and where applicable, for the benefit of the Association, the Declarant, its successors and assigns. Declarant reserves to itself and its licensees the right to extend any and all utility lines (water, sewer, electrical, etc.), roads and other improvements. necessary to complete the entire development as may be necessary to the project as a whole, except that the roads shall not be extended beyond the Development, except for fire and emergency roads as required by the County of Washoe, or any other governmental unit. Declarant reserves the right to use easements through the common elements for the purpose of making improvements within the Development or within real estate which may be added to the Development.

IX. **DECLARANT'S SIGNS AND SALES OFFICE.** Declarant reserves the right to maintain sales offices, management offices, signs advertising the development, and models.

X. **REMEDIES.**

- A. **Enforcement.** Subject to the procedures for mediation or arbitration of certain claims, which are set forth in NRS 38.300, et. seq., or any successor statutes, and which are incorporated by this reference, Declarant and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration. The court in such action (or the arbitrator of any matter submitted to arbitration) may award the successful party reasonable expenses in prosecuting such action or arbitration proceeding, including attorneys' fees. If funds are required to commence an action, or an arbitration or mediation, a special assessment may be imposed on the lots affected to cover such costs.
- B. **Suspension of Privileges.** The Board may, anything herein to the contrary notwithstanding, suspend all voting rights and all rights to use the Association's common areas of any owner for any period during which any Association assessment against such owner's property remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof has been declared by the Board, including a violation by virtue of the failure of a member to comply with the rules and regulations of the Association.
- C. **Cumulative Rights.** Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver

by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

XI. MISCELLANEOUS.

- A. Notices. All notices hereunder to the Association or the Board shall be sent by registered or certified mail to the Board at the project, or to such other address as the Board may designate from time to time by notice in writing to all owners. All notices to any owner shall be sent by registered or certified mail addressed to his dwelling unit or to such other address as may be designated by such owner from time to time, in writing, to the Board. All notices shall be deemed to have been given when mailed except notices of change of address, which shall be deemed to have been given when received.
- B. Grantee's Acceptance. Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title hereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the other lots or parcels in the development to keep, observe, comply with and perform all of the provisions of this Declaration and shall further agree to the continuation to completion of the development and all parts and projected units therein in substantially the manner heretofore approved by the Regional Administrative Planning Agency.
- C. Severability. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be

invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

- D. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.
- E. Term and Amendment. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the development for a period of fifty (50) years, after which time the same shall automatically extend for successive periods of ten (10) years each. Prior to its expiration, this Declaration may be amended, except as to any rights set forth herein in favor of Declarant, by the affirmative vote of fifty-one percent (51%) of the then owners of all lots in the development entitled to vote and thereafter by a majority of said owners by recording an amendment to this Declaration duly executed by (a) the requisite number of such owners required to effect such amendment; or (b) by the Association, in which latter case such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the secretary of the Association. If the consent of Washoe County, or any other governmental agency is required with respect to any amendment, the amendment shall not be effective until such consent is obtained.
- F. Interpretation. The Association shall have sole right and authority to interpret any of the provisions of this Declaration of Protective Covenants, which interpretation shall, so long as the same is reasonable, be conclusive.
- G. Disclaimer of Liability. Declarant disclaims any liability for repairs or maintenance of roads, or other improvements, including utility lines located within the private common areas of the development from and after the date of conveyance of such common areas to the Association.

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IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

JOHN SHAW FIELD FOUNDATION,
a Nevada nonprofit corporation

By Charles E. Springer

Its: President

ACKNOWLEDGEMENT

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On Sept. 20, 2000 personally appeared before me, a notary public, the undersigned, who acknowledged to me that he executed the foregoing instrument as President of the John Shaw Field Foundation, a Nevada nonprofit corporation.

S LeGault
NOTARY PUBLIC

EXHIBIT A

PARCEL 114

All that piece or parcel of real property situate in the east half of Section 19, T.18 N., R.20 E., M.D.B. & M., in Washoe County, Nevada and more particularly described as follows:

Commencing at the Southeast Section corner of said Section 19; Thence on a bearing of N.81°24'4"W, a distance of 769.73 feet to the True Point of Beginning; Thence the following courses and distances:

N.88°52'39"W. – 748.00 feet;
N.04°00'27"W. – 186.00 feet;
N.66°04'33"E. – 168.00 feet;
N.12°29'33"E. – 160.00 feet;
N.08°35'27"W. – 74.30 feet;
S.85°15'44"W. – 200.00 feet;
S.66°06'43"W. – 160.99 feet;
N.58°13'47"W. – 421.75 feet;
N.27°42'14"E. – 790.34 feet;
N.40°44'36"E. – 304.85 feet;
N.47°06'07"E. – 880.00 feet;
S.55°55'27"E. – 240.00 feet;
N.62°39'33"E. – 160.00 feet;
N.01°34'33"E. – 995.00 feet;
N.16°25'27"W. – 319.00 feet;
N.73°24'33"E. – 200.00 feet;
N.12°05'27"W. – 200.95 feet;
S.85°25'27"E. – 285.44 feet;
N.09°14'33"E. – 86.00 feet to the beginning of a
tangent curve to the left whose central angle is 12°38'34" with a radius of 810.00
feet, through an arc distance of 178.72 feet;
Thence N.36°50'44"E. – 37.66 feet;
N.59°08'59"E. – 103.29 feet;
N.62°11'37"E. – 55.37 feet to a point on the east
Section line of Section 19;
Thence S.01°28'02"W. – 710.00 feet;
N.88°31'58"W. – 147.58 feet;
S.01°28'02"W. – 147.58 feet;
S.88°31'58"E. – 147.58 feet;
S.01°28'02"W. – 611.26 feet to the East quarter Section
Corner of said Section 19; Thence continuing along the section line;
S.00°34'43"W. – 820.95 feet; Thence leaving the
Section Line
N.89°25'17"W. – 387.04 feet;

S.24°55'27"E. – 515.11 feet;

S.40°19'33"W. – 162.00 feet

N.64°55'27"W. – 190.00 feet to a point on a curve to the right, concave northwesterly, whose tangent bears S.12°29'33"W., with a central angle of 59°42'33", a radius of 192.00 feet, through an arc distance of 200.09 feet to a reversing curve to the left, concave southeasterly whose central angle is 05°36'52", with a radius of 1910.0 feet, through an arc distance of 187.16 feet; Thence S.01°39'33"W., a distance of 992.06 feet to the Point of Beginning and containing 72.67 acres.

BASIS OF BEARINGS: NAD 83 (West Zone)