

**THIS DOCUMENT HAS BEEN RE-TYPED  
and includes the First and Second Amendments to the Declaration**

**In order to maintain the integrity of this re-creation,  
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**This re-creation is intended only for general knowledge, review purposes,  
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July 30, 2001, document # 2579756

May 13, 2003, document #2853164

October 2, 2003, document #2933697

When Recorded Mail to:

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**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
OF PEBBLE CREEK SUBDIVISION**

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NOTE: Exhibits are not attached to this re-typed document.

Please refer to the official recorded document as recorded in the Washoe County, Nevada Public Records:

July 30, 2001, document # 2579756

May 13, 2003, document #2853164

October 2, 2003, document #2933697

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PEBBLE CREEK**

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by **PEBBLE CREEK, LLC**, a Nevada limited liability company, (“Unit 1 Declarant”) and **SPANISH SPRINGS ASSOCIATES LIMITED PARTNERSHIP**, a Nevada limited partnership, (“Subsequent Units Declarant”). Both entities are collectively referred to as “Declarant”. This Declaration encumbers certain real property located in Washoe County, Nevada described in Exhibit “A”, attached hereto and incorporated herein by reference (the “Subdivision” or the “properties”). The Subdivision is composed of areas of land which are subject to a tentative map, known as the “Spanish Springs Associates – Tentative Subdivision Map Case No. TM0009-004”. The Declarant states that the said Subdivision shall hereafter be known as and referred to as the “Pebble Creek Subdivision” and all references hereinafter to the “Subdivision” refer to the said “Pebble Creek Subdivision.” The Declarant is the Owner of the real property described in Exhibit “A” hereto. All references to “Declarant” shall mean each entity stated in this paragraph respectively as to the real estate owned by it.

Now therefore, Declarant hereby declares that all of the real property in the entire Subdivision, including the initial phase of development and all subsequent phases of development of the Pebble Creek Subdivision, together with any and all improvements thereon and appurtenances thereto, shall be held, sold, and conveyed subject to this Declaration, and this Declaration is for the purpose of protecting the value and desirability of the real property in the Subdivision. This Declaration shall inure to the benefit and bind all parties having any right, title or interest in the real property or any part thereof their heirs, executors, administrators, successors and assigns.

The provisions of this Declaration are intended to create mutual equitable servitudes upon each of the Lots and parcels in the Subdivision in favor of each and all other Lots and parcels; to create reciprocal rights between the respective Owners of all such 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 each Lot or parcel, its heirs, successors and assigns operate as covenants running with the land for the benefit of each and all other Lots and parcels in the Subdivision and their respective Owners, present and future.

**ARTICLE I**  
**GENERAL PROVISIONS/COMPLIANCE WITH NRS CHAPTER 116**

**Section 1. Applicability.** This Declaration is made in compliance with the Uniform Common-Interest Ownership Act, Chapter 116 of the Nevada revised Statutes (the “Act”).

**Section 2. Definitions and Other Basic Provisions.** The following terms as used in this Declaration are defined as follows:

a. “Assessment Threshold” means the date on which the obligation of each Owner for assessments, as provided in Article III of this Declaration, commences. The Assessment Threshold for each Lot shall be the date on which a certificate of occupancy is issued for a Single Family Dwelling on the Lot.

b. “Association” means Pebble Creek Homeowners’ Association, the property Owners’ association, which is a Nevada nonprofit corporation. There shall be one association for all phases or units of the Subdivision and the said association shall have jurisdiction and authority over all phases of Pebble Creek Subdivision, including the initial phase of development and all subsequent phases of development.

c. “Board” means the Board of Directors of the Association, and is sometimes also referred to as the “Executive Board”.

d. “Bylaws” means the Bylaws of the Association and “Articles” means the Articles of Incorporation of the Association.

e. “Committee” means the Architectural Control/Design Review Committee of the Association as set forth in Articles V and VI of the Declaration. The said “Committee” shall have jurisdiction and authority over all phases of the Pebble Creek Subdivision, including the initial phase of development and all subsequent phases of development.

f. “Common Area” or “common elements” means all of the real property designated as such in this Declaration or pursuant to final maps or boundary line adjustments recorded within the Subdivision; and all real property interests (e.g., fee title or easements) acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be located or constructed thereon and owned by the Association, including, but not limited to the following types of improvements in the Common Area: open space, fences, signs, entry ways,



drainage ways and drainage facilities, landscaping, fire and fuelbreaks and surface water retention areas.

g. “Declarant”, when used herein, means Pebble Creek, LLC, a Nevada limited liability company, as to Unit 1, as more particularly described in Exhibit “A-1” attached hereto, and Spanish Springs Associates Limited Partnership, a Nevada limited partnership, as to all other real property described in Exhibit “A”.

h. “Declaration” means this Declaration and any future amendments thereto.

i. “Improvements” means all buildings, outbuildings, garages, streets, roads, trails, pathways, driveways, parking areas, fences, retaining and other walls, decks, exterior air conditioning, signs, landscaping, light standards, antenna/satellite dishes, walls, tennis courts, swimming pools and any other structure of any type or kind.

j. “Lot” means any single family Lot shown on Exhibit “B”, a tentative map, parcel map, boundary line adjustment map or final map, and intended for improvement with a single family residence. The number and configuration of Lots may change pursuant to the process of approval of tentative maps, final maps and other approved maps by Washoe County, or as otherwise specified herein. Each Lot shall be entitled to one (1) vote in the Association for all matters, including elections for the Board thereof, notwithstanding the number of owners of a Lot.

k. “Owner” means:

1. Any person or legal entity, including Declarant, who holds fee simple title to any Lot within the Subdivision; or
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 the seller under said agreement has transferred possession of the real estate subject to the purchase agreement to the purchaser under said agreement.

“Owner” does not include the Association. The term “Lot Owner” when used herein shall mean specifically the Owner of a Lot.

l. “Single Family Dwelling” means a residential structure, which dwelling is constructed on a Lot designated in this Declaration as a single family residential Lot, including ancillary structures and improvements on the same Lot.

The following are other basic provisions:

m. Except when not in conflict with a definition specified above in this Article, the terms used herein shall have the same meanings and definitions as are used in NRS Chapter 116.

n. "Subdivision" means: The name of the Subdivision shall be Pebble Creek Subdivision and the name of the association formed under Article II hereof to own and manage Common Area shall be Pebble Creek Homeowners' Association ("Association"). The Subdivision is a planned community, as defined in NRS Chapter 116.

o. The Subdivision is located entirely within Washoe County, Nevada.

p. The real estate included in the Subdivision is described in Exhibit "A".

q. The maximum number of units that Declarant reserves the right to create is approximately 344(+/-) Lots for Single Family Dwellings complying with applicable Washoe County land use categories; however, more Lots may be created by parcel map or tentative map, if Washoe County so approves, and additional units may be created as otherwise specified herein, particularly Section 5 of this Article I. Lots may also be reduced by withdraw of real estate or as otherwise specified herein.

r. The depiction of the boundaries of each Lot created by the Declaration is described in Exhibit "B". Lot locations and Lot boundaries are subject to change.

s. Real estate that is or must become common elements is shown or described on Exhibit "B".

t. Real estate may be allocated subsequently as limited common elements within areas of the Subdivision.

u. Declarant reserves all developmental rights and special declarant rights on real estate within the Subdivision, including real estate annexed to the Subdivision, and on other real estate as provided below in this subsection, for a period of twenty years from the date hereof, including without limitation, the rights:

1. To create Lots or common elements, subdivide Lots or convert Lots into common elements, or withdraw real estate, within the Subdivision in all areas described in Exhibit "A";
2. To complete improvements indicated on plats and plans or in this Declaration on all areas described in Exhibit "A";
3. To exercise as a special declarant's right any development right reserved in this Declaration;

4. To maintain sales offices, management offices, security offices, construction offices, equipment and material storage areas, signs advertising the Subdivision, models, and to conduct other activities reasonably related to Subdivision development on all areas described on Exhibit "A". The right of the Declarant to decide the number, size, location and relocation thereof, shall be exercised in its sole discretion;
5. To use easements through the Subdivision, including common elements, for the purpose of making improvements within the Subdivision whether said easements exist now or are hereafter created;
6. To make the Subdivision subject to a master association;
7. To merge or consolidate the Subdivision with another common-interest community on adjacent real property of the same form of ownership;
8. To approve or remove any officer of the Association or any member of its Executive Board during any period of Declarant's control (as hereinafter defined), affecting any areas described on Exhibit "A"; and
9. To add or withdraw real estate, and to exercise any developmental right or special declarant right (all of which are hereby reserved), consisting of any real property adjacent to the Subdivision as well as real property described in Exhibit "A-1".

v. As to any developmental right which may be exercised with regard to different parcels of real estate at different times:

1. Declarant makes no assurances regarding the boundaries of those parcels or the order in which those parcels may be subjected to the exercise of each development right; and
2. Any developmental right exercised in any portion of the real estate subject to that development right does not require the exercise of that developmental right in any other portion of the remainder of the real estate.

w. There are no other conditions or limitations under which the rights described in subsection v of this Section 2 may be exercised or will lapse.

x. Each of the 344(+/-) Lots described in Exhibit "B" shall have the following allocated interests, including voting rights:

1. A fraction or percentage of the common expenses of the Association equal to 1 divided by the total number of Lots which have reached the Assessment Threshold. This allocation is established because during the phased construction of the Subdivision common expenses of the Association benefit fewer than all Lots (i.e., the Lots which have dwellings capable of being occupied are benefitted by the expenses) and should be assessed exclusively against the Lots benefitted; and
  2. One vote in the Association for all matters, including elections for the Board thereof, for each Lot in the Subdivision notwithstanding the number of owners of a Lot. The withdrawal of lots by the Declarant (election to create fewer than 344 Lots) or other reduction of Lots does not affect the liability for common expenses of each remaining Lot and may increase the proportionate share of responsibility for common expenses of Lots which have reached the Assessment Threshold; the withdrawal of real estate or reductions of Lots shall reduce the total number of votes in the Association by the number of Lots withdrawn or reduced, thereby changing the proportional voting power of each Lot accordingly.
- y. All restrictions on use and occupancy are stated in Articles IV, V and VI hereof.
- z. The recording data where easements and licenses are recorded are contained in the records of the Washoe County Recorder, State of Nevada. Easements and other encumbrances currently existing are as stated in Exhibit "C", attached hereto.
- aa. Nothing in this Declaration will be understood or construed to:
1. Prevent Declarant, its contractors, or subcontractors, from going on the project or any lot, whatever is reasonably necessary or advisable in connection with the completion of said work; or
  2. Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part or parts of the project, such structures, including but not limited to trailers, mobile units, prefabricated structures, as may be reasonable and necessary for the conduct of its business of completing said work and establishing said project as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or
  3. Prevent Declarant from conducting on any part of the project its business of completing said work and of establishing a plan of ownership and of disposing of said project in lots by sale, lease, or otherwise; or

4. Prevent Declarant from maintaining such sign(s), flag(s), or any display(s) for an advertisement on any of the project as may be necessary for the sale, lease or disposition thereof, provided, however, that the maintenance of any such sign(s), flag(s), or display(s) shall not unreasonably interfere with the use by any owner of their lot.

[added - Second Amendment]

**Section 3. Lot Boundary Relocations.** Declarant may relocate boundaries:

- a. For Lots owned by Declarant or owned by another Owner, with the Owner's consent, and subject to a recorded final map, by amendment to the final map, by parcel map or by boundary line adjustment pursuant to the procedures prescribed by Washoe County; or
- b. For Lots owned by Declarant and not delineated on a final map, by recordation of a final map delineating the Lots incorporating the boundary relocation; or
- c. For Lots delineated on a final map, if two or more adjacent Lots are purchased by a person or developed by Declarant with the intent of constructing only one Single Family Dwelling on the Lots, then upon notice of said intent to Association, said Lots shall be considered as one Lot for the purpose of allotted interests in voting and assessments under subsection x of Section 2 of this Article.
- d. The dimensions of Lot number 126 on sheet 3 of the tentative Subdivision maps shall be indicated on the final map to include front, rear, and side yards, along with the anticipated driveway location, in a manner that addresses safety in ingress and egress from the Lot.

**Section 4. Lot Subdivision.** A Lot not delineated on a final map may be subdivided into two or more Lots by Declarant at the time it is delineated on a final map, so long as each Lot in the Subdivision contains the minimum square footage required by tentative map and the total Lots in the Subdivision do not exceed 360 (+/-) (or additional Lots as allowed herein), without following the procedure prescribed in NRS 116.2113 and without any approval by the Association. The private road shown on the tentative maps has been realigned so that it does not overlap any easement/ditches and so that it provides access to Lot 181. The remaining portion of Lots on the other side of the private road shall not be subdivided.

**Section 5. Annexation of Additional Subdivision Lots.** The real property described in Exhibit “A-1” is intended to be added to the Subdivision and is hereby declared a part of the plan for annexation and expansion. Exhibit “A-1”, in whole or in part, and other real property in the vicinity of the Subdivision may be annexed to the Subdivision and become subject to this Declaration by a Notice of Annexation duly recorded in the office of the Washoe County Recorder, provided that the land so annexed is subject to an approved Washoe County tentative map. Any annexation shall expand the members and the voting power of the Association in an amount equal to the Lots allowed by said tentative map. Any tentative map requirements of Washoe County for annexed property which must be stated in the Declaration may be added to the Notice of Annexation, or may be provided by an amended and restated Declaration applicable to the annexed land. So long as the provisions of Declarant Control apply, the annexation of additional properties other than land described in Exhibit “A-1” will require the prior approval of the Federal Housing Administration or Veterans Administration (except to the extent such annexation is in accordance with a plan of annexation or expansion previously approved by such agencies).

**Section 6. Modification.** The provisions of this Article I may not be modified, amended, terminated or abridged without consent of the Declarant. [\[replaced - Second Amendment\]](#)

## ARTICLE II PEBBLE CREEK HOMEOWNERS’ ASSOCIATION

**Section 1. Purpose.** The purpose of the Association shall be to:

a. Own and maintain all easements and deeded real property for Common Area within the Subdivision and other real property annexed to the Subdivision, including public access easements, and open space in Common Area.

b. Maintain fuel modification areas and vegetation/mitigation controls on Common Area and on Lots, if not properly maintained by said Lot owners. Subdivision streets, once completed, shall meet Washoe County standards in effect at the time of dedication to Washoe County and will be owned by Washoe County. As a result, snow removal on streets is not a normal maintenance responsibility of the Association. Washoe County will not assume responsibility for

maintenance or dedication of said streets unless the same meet applicable Washoe County standard in effect at the time of the offer of dedication.

c. Enforce and administer any provisions of this Declaration pertaining to Association's rights, obligations, powers and duties.

d. Own and maintain all drainage facilities not maintained by Washoe County, which shall be privately maintained and perpetually funded by the Association.

e. Own and maintain fencing and landscaping in Common Area.

The Association shall have no other purpose than those specified herein, and shall expressly be prohibited from representing the Owners and residents of Lots within the Subdivision on issues of land use, planning, municipal annexation, growth, area development or similar matters.

**Section 2. Formation and Management Under Article 3 of NRS Chapter 116.** The Association shall be a nonprofit Nevada corporation formed under Chapter 82 of the Nevada Revised Statutes. The Association is not authorized to have and shall not issue any capital stock. The Association shall be charged with the duties and invested with the powers set forth in the Articles, Bylaws, and this Declaration.

The terms and conditions of Article 3 of NRS Chapter 116 (NRS 116.3101 to 116.3119) are adopted hereby and incorporated herein as if fully set forth, provided that any amendments to said Article 3 enacted after 2000 shall not be incorporated herein unless adopted by amendment to this Declaration or required by law.

**Section 3. Association Powers.** The Association shall have all powers enumerated in NRS 116.3102 which do not conflict or are not inconsistent with the Section I of this Article.

**Section 4. Declarant Control.** Subject to the provisions of NRS 116.31032 and during the maximum time period stated in NRS 116.31032, Declarant shall control the Association. During this period, Declarant, or persons designated by it, may appoint or remove the officers and members of the Executive Board.

**Section 5. Title to Common Area.** After completion of all required Subdivision improvements for any final map for each phase of the Subdivision, Declarant shall deed to the Association, free and clear of all liens and encumbrances except current real property taxes and other title exceptions of record, all its right, title and interest to: (i) easements for the Common Area designated by the final map, if the final map does not itself create said easements; and (ii) fee ownership of Common Area to be owned in fee by the Association. All land not within a Lot created by a final map and not dedicated to a governmental entity shall be Common Area. After conveyance of Common Area to the Association, Common Area may not be alienated, transferred,

hypothecated, or otherwise encumbered, except for conveyances to Washoe County or another government entity for public purposes. No Lot shall have ingress or egress through Common Area.



**Section 6. Inspection of Association Books and Records.** Any membership registers, financial and accounting records, and minutes of meetings of the Association, the Board, and committees of the Board, shall be made available for inspection and copying by any Lot Owner in the Subdivision, or his duly appointed representative, or any beneficiary of a deed of trust encumbering a Lot in the Subdivision, at any reasonable time and for a purpose reasonably related to the affairs of the Association, at the office of the Association or at such other place as the Board prescribes. The Association may charge a reasonable fee for any copies made at a member's request.

**Section 7. Ownership of Common Area.** Except as specified otherwise in Declaration: (i) the Declarant, the Lot Owners and the Association shall make no attempt to divert or alter the platted configuration of any Common Area or change the equal voting power, as defined herein, of Association members; and (ii) the Common Area may not be alienated, released, transferred, hypothecated or otherwise encumbered.

**Section 8. Easements.** Declarant and Owners of Lots hereby grant to Association an easement for access on and to all Lots at all reasonable times and places for the purpose of maintenance and repair of stormwater management and drainage ways or other Common Area, and to enjoy rights or perform obligations of the Association pursuant to this Declaration. [\[replaced - Second Amendment\]](#)

**Section 9. Insurance.** The insurance requirements and provisions of NRS 116.3113-116.31138 shall be complied with by the Association and shall be common expenses.

**Section 10. Budget.** The Executive Board shall adopt a proposed budget for each calendar year based on the projected common expense of the Association, which shall include a reasonable reserve. Within 30 days after adoption of any proposed budget for the Association, the Executive Board shall provide a summary of the budget to all the Lot Owners, and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting 75% of all Lot Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners must be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Executive Board.

**Section 11. Amendment.** The provisions of this Article II may not be modified, abridged, amended or terminated without the consent of Declarant. [\[replaced - Second Amendment\]](#)

**Section 12. Fines.** The Association shall have the power to levy fines, as a monetary penalty and to reimburse the Association for the costs of enforcement of any provisions of this Declaration, as well as for violation of any provisions or this Declaration or the violation of any rules or regulations promulgated by the Board or the Committee. Fines for a continuing violation(s) may be assessed

daily or as frequently as determined by the Board, and at a rate or amount determined by the Board. All fines levied shall be assessments as defined in Article III of this Declaration.

**Section 13. Rules and Regulations.** The Board may promulgate rules and regulations which elaborate on or add to the provisions of Article IV without first obtaining membership approval or consent, unless prohibited by the Act.

### **ARTICLE III ASSESSMENTS**

**Section 1. Agreement to Pay.** Declarant, for each Lot owned by it in the Subdivision that is expressly made subject to assessment as set forth in the Declaration, and each Owner, by his acceptance of a deed for each Lot owned, covenants and agrees to pay to the Association such regular and special assessments as are established in this Declaration. An Owner of a Lot shall not be assessed unless and until a certificate of occupancy for a Single Family Dwelling is issued by Washoe County for the Lot. An Owner of a Lot for which a certificate of occupancy has not been issued shall nevertheless have all voting rights and other rights incident thereto as provided in this Declaration, the Articles and the Bylaws.

**Section 2. Personal Obligations.** Each assessment or installment, together with any late charge, interest, collection costs, and reasonable attorneys fees, shall be the personal obligation of the person or entity who was an Owner of the Lot subject to the assessment at the time such assessment or installment became due and payable. If more than one person or entity was the Owner of a Lot, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several. Subject to the provisions of Article VIII, Section 2, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the Lot without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of lien securing the same. No Owner may avoid or diminish such personal obligation by abandonment of his Lot.

**Section 3. Purpose and Amount of Assessments.** The assessments levied by the Association shall be determined by the board and shall be the amount estimated to be required, on an annual basis, and shall be used exclusively, to promote the Association purposes specified in Article II, Section 1 for the performance of the duties of the Association as set forth in this Declaration, and for the repair, maintenance and upkeep of Association Property. Funds held by the Association shall be held, to the extent possible, in interest bearing accounts.

**Section 4. Annual Assessments.** The Board shall meet annually as required by Article 3 of the Act for the purpose of preparing the proposed budget for the forthcoming year, and establishing the annual assessment for the forthcoming year, subject to the power of disapproval of the Lot Owners, and specified in Section 10 of Article II; provided, however, the Board may not establish an annual assessment on each Lot for any calendar year which is more than 200% of the annual assessment on each Lot of the prior year (except the first such year if it should be less than twelve months), without the approval by vote or written consent of Lot Owners holding 51% of the voting rights.

**Section 5. Special Assessments.** Subject to provisions of the Act, if the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, delinquencies in the payment of assessments, then the Board shall determine the approximate amount necessary to defray such expenses; and if the amount is approved by a majority vote of the Board, it shall become a special assessment. The Board may, in its discretion, prorate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Owner of a Lot. Additionally, the Association shall have the power to incur expenses for maintenance and repair of the improvements on any Lot, regarding fuel modification and firebreak areas, when conditions on the Lot are not in accordance with applicable fire and safety codes, provided such maintenance and repair is necessary in the sole discretion and opinion of the Board, to protect the Subdivision, and provided the Owner of such Lot has failed or refused to perform such maintenance or repair within thirty days after written notice of the necessity of such maintenance or repair has been delivered by the Board to such Owner in the manner provided in Section 8 of this Article, or to commence such work of repair or maintenance within such thirty day period, and diligently pursue the same to completion within a reasonable time thereafter, if more than thirty days is reasonably required to correct such deficiency. The Board shall levy a special assessment against the Owner of any such Lot to pay for the cost of such maintenance, repair and any other costs or expenses arising out of or incident to such maintenance and repair, and the assessment therefor.

**Section 6. Uniform Rate of Assessment.** Except as otherwise specifically provided in this Declaration, including Section 5 of this Article, annual and special assessment of the Association must be fixed at a uniform rate for all Lots subject to assessments; and the amount assessed to each Lot shall be determined by dividing the total amount assessed by the total number of Lots then within the Subdivision and subject to assessment.

**Section 7. Assessment Period.** The annual assessment period shall commence on January 1<sup>st</sup> of each year and shall terminate on December 31<sup>st</sup> of such year; and annual assessments shall be payable in advance in one installment unless the Board adopts some other basis for collection. However, the initial annual assessment for each Lot shall be prorated for the calendar year in which the assessment becomes due and, if possible, shall be paid in escrow on the purchase of the Lot improved with a Single Family Dwelling.



**Section 8. Notice of Assessments; Time for Payment.** The Association may, in its discretion, give written notice of assessments to each Lot Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due fewer than fifteen days after such written notice has been given. Each delinquent assessment shall bear interest at the rate of 18% per annum from the date it becomes due, together with a late charge of \$25.00 for each delinquent installment. An assessment payment is delinquent if not paid within thirty days after its due date. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner of any Lot for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen days after such notice shall have been given.

**Section 9. Statement of Account.** Upon payment of a reasonable fee, and upon written request of any Lot Owner or any beneficiary of a deed of trust, prospective beneficiary, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot, the amount of the current periodic assessment, and the date that such assessment becomes or became due, credit for advance payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with twenty days, all unpaid assessments which become due prior to the date of making such a request shall be subordinate to the lien of a deed to trust of the requesting beneficiary which acquired its interest subsequent to requesting the statement.

**Section 10. Collection of Assessments.** The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, including any manager or attorney, can enforce the obligations of the Owners of Lots to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity: or the Board may enforce assessments by judicial proceedings or, to the extent permitted by the Act, through the exercise of the power of sale granted to the Board. Suit to recover a money judgment against an Owner for unpaid assessments, together with all other amounts allowed by law or described in Section 2 of this Article shall be maintainable without first foreclosing against the Lot subject to the lien for such assessments or waiving the lien rights granted hereby.

**Section 11. Lien for Assessments; Priority.** All sums assessed to any Lot pursuant to this Article, together with interest, fees, charges, fines and other expenses allowed by law shall be secured by a lien on such Lot in favor of the Association as provided in the Act.

**Section 12. Exempt Property.** The following property shall be exempt from payment of assessments:

- a. All Common Areas;
- b. Any property dedicated to and accepted by any government authority or public utility; and
- c. All Lots not subject to assessments pursuant to Subsection 2.x. 1 of Article I.

**Section 13. Suspension.** Unless otherwise required by the Act, 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, to any Owner or to any person claiming under said Owner unless or until all assessments and charges on an Owner’s real estate to which the Owner and Lot are subject have been brought current.

**Section 14. Fiscal Year.** The Board may adopt a fiscal year other than the calendar year.

**Section 15. Transfer Fees.** Each time a Lot in the Subdivision transfers ownership, a transfer fee shall be charged to the transferee by the Association. The initial transfer fee for each Lot shall be \$100.00, but the Board may set a different fee of uniform application to all Lots. Those transfers exempted from transfer tax under Nevada Revised Statutes 375.090 shall also be exempt from the Association transfer fee. No transfer from or to the Declarant or an entity controlled by the Declarant or any of Declarant’s shareholders shall be subject to a transfer fee.

#### **ARTICLE IV PROPERTY USAGE**

In addition to the restrictions established by law or by Association Rules which may from time to time be promulgated by the Board (consistent with this Declaration), the following restrictions are imposed upon the use of Common Areas, Lots and other parcels within the properties.

**Section 1. Use of Lots.**

a. All Lots within the properties shall be used solely for the construction of residences whose occupancy and use shall be restricted to single family residential use. In no event shall a residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation. The term “single family residential use”, as used here, shall mean use by one or more persons residing and cooking together as a single housekeeping unit. [Revised – Second Amendment] “Single family residential use” further means a residential dwelling(s) with a permanent non-movable foundation, which is not built on a chassis, for the owner and his/her immediate family, his/her casual guests and his/her domestic servants and domestic employees,

which dwelling(s) is/are constructed on a Lot as designated in Exhibit “A” as a single family residential lot. “Single family residential use” expressly does not include any structure, building or unit within the meaning or purview of Chapter 489 of the Nevada Revised Statutes (NRS) or the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C., Section 5401 et seq.), including any of the following: (1) a “commercial coach” as defined or described in NRS 489.062 or other applicable or successor statute; (2) a “manufactured home” as defined or described in NRS 489.113, or other applicable or successor statute; (3) a “mobile home” as defined or described in NRS 489.120, or other applicable or successor statute; (4) a “travel trailer” as defined or described in NRS 489.150, other applicable or successor statute; or a “new or used” commercial coach, manufactured home, mobile home, or travel trailer, as defined or described in NRS 489.125 or 489.155, or other applicable or successor statute.

b. All residence and related structures erected on any Lot shall conform to the minimum construction standards set forth by the Board or the Architectural Control/Design Review Committee in accordance with Articles V and VI. No modular homes, mobile homes, manufactured homes or other prefabricated dwellings, as defined by the Washoe County Development Code, shall be allowed in the Subdivision. This restriction shall not apply to the Declarant or anyone or entity acting for the Declarant during the construction and/or sales phase of the development.

c. All Lots and the residences and other improvements erected or placed (including, without limitation, landscaping) shall at all times be maintained in such a manner as to prevent their becoming unsightly, specifically including but not limited to exterior painting and staining and driveway sealing.

d. The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover, conserve water, and cause the proper diversion of water into streets and natural drainage channels,

e. No camping, whether temporary or permanent, and no temporary structures of any kind shall be permitted on any Lot; except that occasional, infrequent sleeping overnight in a backyard, in or out of a tent, shall be allowed for residents of the Lot and their guests.

f. No improvement, including without limitation, fences or privacy structures shall be constructed, erected, or placed on any Lot without the prior approval of the Architectural Control/Design Review Committee (“Committee”) as set forth in Article VI of this Declaration. The maximum height for fences, walls or perimeter planting is limited to 4.5 feet in the required front yard setback, except in cases where Washoe County code allows a different height. The maximum height for fences, walls or perimeter planting for the remainder of the Lot is 6 feet. Where two or more of the Lot’s frontages constitute front yards on a corner Lot, one of the yards shall be deemed to be the main entrance and all other yards with street frontage shall be considered modified side yards where fences, walls or perimeter planting can have a maximum height of 6 feet as long as such fences,

walls or perimeter planting are located at least 10 feet from the modified side yard property line. All fencing design and materials must be first approved by the Committee. Portions of a Lot fully surrounded by a solid wood 6 foot structure (fence or building) shall be considered “not visible to others” as used. [\[replaced Second Amendment\]](#)

g. Landscaping and fencing along street rights-of-way shall be designed and installed in accordance with AASHTO sight distances and safety guidelines.

h. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

**Section 2. Setbacks.** Lot Owners shall comply with all setbacks required by the Washoe County Development Code.

**Section 3. Damage to Common Areas.** Each Owner shall be liable for any damage to the Common Area and common facilities that may be sustained by reason of the conduct of that Owner, that Owner’s family members, contract purchasers, tenants, guests, or invitees, but only to the extent that any such damage is not covered by causality insurance in favor of the Association. No Owner may access or develop the Common Area that may adjoin such Owner’s property, if any.

**Section 4. Prohibition of Noxious Activities.** No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area nor shall anything be done within the properties which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. All pertinent provisions of federal state and county law are specifically incorporated into this section. Without limiting the foregoing, no Owner shall permit noise, including but not limited to barking dogs, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner’s Lot or from activities within the Common Area, which would unreasonably disturb any other Owner’s or resident’s enjoyment of his or her Lot or the Common Area.

**Section 5. Temporary Structures; No Metal Outbuildings.** No structure of a temporary character, trailer, mobile home, manufactured home, modular home, camper, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Any trailer, travel trailer, tent trailer, camper, or motorhome kept on a Lot must be stored in a fully enclosed structure that maintains the building/structural harmony and integrity of the subdivision and is approved by the Architectural/Control Design Review Committee as set forth herein in Article VI of this Declaration. No mobile home, manufactured home, or modular home, may be brought upon a Lot before or at any time after the main dwelling is constructed. Metal outbuildings such as storage sheds, barns and other structures are prohibited. These restrictions shall not apply to the Declarant or any entity acting for the Declarant during the construction and/or sales phase of the development.



**Section 6. Household Pets.** The following restrictions regarding the care and maintenance of pets within the properties shall be observed by each Owner and resident:

a. A reasonable number of common household pets may be kept on each Lot so long as the same are not kept, bred or maintained for commercial purposes. No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot or in any residence. Violent or vicious animals or pets are prohibited and shall not be kept, bred, or raised on any Lot or in any residence.

There is no limit on common household pets that do not leave the walls of the dwelling unit, so long as there is no health or safety hazard to other Lot Owners or occupants. Pets will be allowed in front of a lot or on the Common area only when they are under attended supervision and restraint.

b. Dogs shall be allowed on the Common Area only when they are leashed and are otherwise under the supervision and restraint of their Owners.

c. No household pet shall be left chained or otherwise tethered in front of a Lot or in the Common Area, nor shall a dog be allowed outside of a dwelling or a fenced area of a Lot except on a leash with a responsible person. Pet Owners shall be responsible for the prompt disposal of pet wastes deposited by their pets in the Common Area or in any other area not on the pet's Owner's Lot.

d. Each Owner, tenant, guest or other person bringing or keeping a pet on the properties shall be solely responsible for the conduct of the pet. The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants contract purchasers or other persons for any damage or injury to persons or property caused by any pet. [\[added – Second Amendment\]](#)

e. The Board shall have the right to determine on a case-by-case basis, and to establish and enforce additional rules and regulations defining in a uniform and nondiscriminatory manner, what constitutes a "reasonable number" of pets depending upon any health or safety concerns and on the pet's size, disposition and/or maintenance requirements and imposing standards for the reasonable control and keeping of household pets in, upon and around the properties to ensure that the same do not interfere with the quiet and peaceful enjoyment of the properties by the other Owners and residents.

**Section 7. Signs.** No advertising signs or billboards shall be displayed on any Lot or posted within or upon any portion of the Common Area except that Owners may post on their Lots any signs required by legal proceedings; "For Rent," "For Lease" or "For Sale" signs of reasonable dimensions, but in no event larger than 2 feet by 2 feet. Signs shall not be placed on the top of fences and shall not be displayed from windows. This restriction shall not prevent Declarant from placing advertising signs and billboards or other signs upon any Lot or portion of the Common Area

or from erecting and maintaining model homes on Lots, at any time during Declarant's ownership of any Lot in the properties.

**Section 8. Business Activities.** No business or commercial activities of any kind whatsoever shall be conducted in any residence or structure on any Lot or on any portion of any Lot without the prior written approval of the Board, provided that the foregoing restriction shall not apply to the activities, sign or activities of the Association in the discharge of its responsibilities, or to the activities of Declarant during the development and sale of properties. Furthermore, no restrictions contained in this section shall be construed in such a manner so as to prohibit any Owner from:

- a. Maintaining his or her own library in his or her residence;
- b. Keeping his or her personal records or accounts;
- c. Handling his or her personal or professional telephone calls or correspondence, or maintaining a home office used only by the Owner or tenant and to which no employees come;
- d. Leasing or renting his or her residence; or
- e. Conducting any other activities otherwise compatible with a residential use and the provisions of this Declaration which are permitted under applicable zoning laws, by permit or under specific governmental authorization, provided all necessary government permits or approvals for the use have been obtained.

The uses described in these subparagraphs a through e are expressly declared to be approved by the Board and to be customarily incidental to the principal use of the Lot and not in violation of this section.

In addition, an approved use under this section shall also comply with the following restrictions;

- f. The use shall be operated entirely within a dwelling unit by a person or persons residing in the dwelling unit as clearly secondary and incidental use of such dwelling for single family residential purposes and must not change the residential character thereof.
- g. There shall be no use, including storage, of any accessory building, yard space or activity outside the main building not normally associated with residential use.
- h. Not more than one room or 20% of the floor space of the main floor shall be used;
- i. There shall not be a substantial amount of stock-in-trade, supplies or goods stored on the Lot;
- j. The use shall not generate vehicular traffic measurably in excess of that normally associated with single-family residential use;
- k. Not more than (1) vehicle, not exceeding one ton in capacity with commercial advertising displayed thereon, shall be kept at the residence;
- l. There shall be no indication of the use on the exterior of the premises;

m. No exterior signs, nor other advertising, shall be used which informs the public of the address of such a use;

n. There shall be no manufacturing, processing or other similar activity on the premises which generates noise, odor, dust, vibrations, fumes, smoke, electrical interference or other interferences with adjacent properties; and

o. The use shall not be conducted without the permission of the Owner of the real property.

**Section 9. Garbage.** All Lot Owners shall subscribe to and pay for solid waste collection by a properly licensed or franchised solid waste collection company. No rubbish, trash or garbage shall be allowed to accumulate on Lots, either inside or outside of any fenced areas. Any trash that is accumulated by the Owner outside the interior walls of a residence shall be stored entirely within appropriate covered disposal containers and facilities located within a fenced area adjacent to the Owner's residence which shall be located on the Owner's Lot and screened from view from any street, neighboring Lot or Common Area, except between 4 o'clock p.m. the day before collection and 12 o'clock p.m. the day after collection, when containers may be located at the trash collection point on a Lot. Garbage shall be removed from all Lots not less than weekly. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and improvements) shall be promptly removed from the properties to a public dump or trash collection area by the Owner or tenant at his or her expense. New Lot Owners moving into the dwelling shall have thirty days after commencement of moving activities to remove all excess boxes and other packing items from all areas of the Lot not within the dwelling or garage.

**Section 10. Storage.** Storage of personal property on any Lot shall be entirely within enclosed storage areas and portions of the Lot not visible to others. There shall be no woodpiles nor storage piles accumulated on top, or outside, of any enclosed storage area. The Association shall have the right to establish and maintain on the properties appropriate storage yards and storage buildings for the maintenance of materials and equipment used by the Association in connection with its planting, building, repair, maintenance and preservation of the structures, gardens and other improvements within the Common Areas. New Lot Owners moving into the dwelling shall have a sixty day grace period after commencement of moving activities to comply with this section.

**Section 11. Clotheslines.** Exterior clothesline in a fenced backyard, screened from public view, may be erected or maintained. There shall be no drying or laundering of clothes on any Lot in a manner which is visible from any neighboring Lot or the Common Area.

**Section 12. Antennae and Similar Devices.** Owners are entitled to maintain antennas on their residences which are designed solely for customary television and radio broadcast reception. In order to ensure adequate esthetics, and to maintain the general attractive appearance of the properties, no Owner, resident or lessee shall, at his or her expense or otherwise, place or maintain any objects, such as masts, towers, poles, television and radio antennae (not to exceed 8 feet in height from the ground) which are not designed solely for customary television or radio reception on or about the exterior of any building within the properties unless Committee approval is first obtained in accordance with Article VI. Furthermore, no activity shall be conducted on any Lot which causes an unreasonable broadcast interference with television or radio reception on any neighboring Lot. Television satellite reception dishes shall not exceed 24" in diameter and may be installed anywhere on the house except for the ridge of the roof, the portion of the roof facing the front of the house, or the front of the house. No television satellite reception dishes may be installed in the front yard. Any conflict between the provisions of this Section and federal laws or regulations shall be governed by federal laws and regulations.

**Section 13. Burning.** There shall be no exterior fires whatsoever except barbecue fires located only upon the Owner's Lot and contained within receptacles designed for such purpose.

**Section 14. 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 or customary in connection with the use, maintenance or repair of a private residence or appurtenant structures within the properties, or is associated with a hobby (but not a business) of a Lot resident, provided that no such machinery or equipment may exceed 6 feet in height, weigh more than one ton or be visible from adjacent residences or Common Areas.

**Section 15. Disease and Pests.** No Owner shall permit any thing or condition to exist on his or her Lot which may reasonably induce, breed, or harbor infectious plant or animal diseases, rodents or noxious insects.

**Section 16. Parking and Vehicle Restrictions.** The following parking and vehicle restrictions shall apply within the properties:

a. Unless otherwise permitted by the Association, no vehicle or trailer shall be parked or left within the properties other than within a garage, carport or driveway, provided that new Lot Owners shall have a thirty day grace period after commencement of moving activities to comply. No vehicle may be parked on residential streets within the Subdivision on a regular or continual basis. [\[replaced – Second Amendment\]](#)

b. Only the following vehicles ("authorized vehicles") shall be permitted to be parked by any Owner, guest or resident within the properties: standard passenger vehicles, pickup trucks, boats, trailers, campers, street legal and licensed motorcycles, recreational vehicles, commercial vehicles and trucks which are not in excess of one ton in gross weight. Any vehicle in excess of one ton in a gross weight shall only be permitted within the properties as provided in subparagraph e below. [\[replaced – First Amendment; re-stated Second Amendment\]](#)

c. All driveways and carports/garages shall be maintained in a neat and orderly condition. The carports/garages are to be used for the parking of "authorized vehicles" or for storage purposes and shall not be converted to living quarters or used in a manner which will preclude the parking of the Owner's or occupant's authorized vehicles within the garage. Garage doors shall be maintained in a closed condition when Lot Owners or residents are not at home except as necessary to permit ingress and egress of authorized vehicles or to clean or work in the garage. [\[replaced – Second Amendment\]](#)

d. No more than one (1) motor vehicle at any given time shall be restored, constructed, reconstructed or repaired on a Lot and no unlicensed, dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be parked or stored on the properties, unless said vehicle (not to exceed one vehicle per Lot) is inside the garage or is not visible from adjacent residences or Common Areas; provided, however that the provisions of this section shall not apply to emergency vehicle repairs. [\[replaced – Second Amendment\]](#)

e. Campers, boats, trailers, commercial vehicles, motorhomes and all types of recreational vehicles and trucks in excess of one ton shall not be parked within the properties, other than within enclosed garages, or within a fully enclosed structure that maintains the building/structural harmony and integrity of the Subdivision and is approved in advance by the Architectural Control/Design Review Committee as set forth herein in Article VI of this Declaration Parking of commercial vehicles for the purpose of making deliveries or service calls shall be permitted. [replaced – First Amendment; re-stated Second Amendment]

f. No more than a total of five (5) standard passenger vehicles and light trucks may be kept on a Lot within the properties. Any vehicles not parked behind the fence must be licensed, operational, and moved at least once a week. In order for vehicles to be parked in front of a vehicle gate, that area must be landscaped in such a manner that mud is not tracked onto the paved streets of the Subdivision. [replaced – First Amendment; re-stated Second Amendment]

g. Each residence shall have a paved driveway and be capable of accommodating, including garage space, at least four vehicular parking spaces on the Lot.

h. No unlicensed vehicles, including motorcycles and ATVs, may be operated on Subdivision streets.

i. No motorcycles, ATVs, cars, trucks or other motorized vehicles shall be allowed on any Common Area without Association approval unless general vehicular travel has been authorized for said Common Area by the Association (e.g., a parking area or access road).

**Section 17. Children.** Each Owner and resident shall be accountable to the remaining Owners, residents, their families, visitors, guests and invitees, for the conduct and behavior of their children and any children temporarily residing in or visiting the Owner/resident and for any property damage caused by such children.

**Section 18. Activities Affecting Insurance.** Nothing shall be done or kept on any Lot or within the Common Area which will increase the rate of insurance on any policy maintained by the Association without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his or her Lot or within the Common Area which would cause any improvements to be uninsurable against loss by fire or causally or result in the cancellation of insurance covering any Lot or any part of the Common Area.

**Section 19. Window Coverings.** Except within 90 days of issuance of a certificate of occupancy, no windows visible from a public street or a Common Area in a house shall be covered, in whole or in part, by materials not manufactured or made to be window coverings Such inappropriate materials include, but are not limited to, blankets, newspaper, tarps, towels, rugs and flags.

**Section 20. Rear and Side Yard Access.** There shall be no rear or side yard access permitted from any Lots with rear or side yards abutting a full collector or arterial street, and there shall be a wall or fence constructed and maintained on or near each Lot boundary line on these streets.

**Section 21. Corner Lot View Obstruction.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 feet and 8 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street fines, or in the case of a round property corner from the intersection of the street property fines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property fine with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 22. No Interference with Drainage.** Each Owner of a Lot agrees that he will accept the burden of, and not in any way interfere with, the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, or, in the event it is necessary to change the established drainage, that he will make adequate provisions for proper drainage over his Lot. No structure or other material shall be placed or permitted to remain which may damage, interfere with, obstruct, or retard the flow of water through drainage channels, or which may change the direction of flow of such channels. Silt, debris, mud and other potential obstructions to drainage which are deposited in drainage channels shall be removed in order to maintain established drainage. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of a Lot, including, if applicable, the landscaping of each Lot. All conditions on a Lot which may cause destabilization of soils, erosion, siltation or interference with drainage elsewhere within the Subdivision shall be prohibited and when they occur, shall forthwith be immediately repaired or removed at the expense of the person or persons causing the same. Each Lot within the subdivision has been graded in accordance with the Improvement/Grading/Drainage plans prepared by licensed civil and soil engineers, which plans are on file with the appropriate public agency or entity having jurisdiction over this project. The plans provide for positive drainage of surface waters away from the entire foundation line of the house on each Lot. Drainage is to the Lot front, Lot rear, or Lot side, or over the adjoining Lot, as the case may be, for ultimate off-site disposal. In some instances throughout the Subdivision the said Improvement/Grading/Drainage plans provide for positive drainage over adjoining Lots. Such drainage is accomplished by positive grading, by cutting drainage swales or channels on the surface of the Lot and by catch basins with underground piping. No owner shall alter the lot in any manner which will interfere with the established positive grading including, but not limited to, alterations through the installation of landscaping, retaining walls, decks, concrete patios, walkways, driveways, parking areas, and flower boxes, without first obtaining the professional advice of an engineer or other qualified person experienced in grading and drainage practices. Each owner of a Lot will also be responsible for maintaining the grading and drainage of the Lot in such a manner to allow for the free flow of waters along the established drainage pattern. Catch basins and piping must be kept clean and clear of any debris. In addition,



planted areas should be avoided immediately adjacent to the dwelling foundation. If planting adjacent to the dwelling is desired by an owner, the use of watertight planter boxes with controlled discharge and the use of plants that require very little moisture is strongly recommended. Irrigation systems are not permitted within three feet of the dwelling foundations. If water is allowed to saturate the soils around the perimeter of the dwelling foundation, then water could accumulate and pond under the dwelling with adverse effects to the integrity of the dwelling and foundation. ANY ALTERATIONS TO A LOT, PARTICULARLY TO THE ESTABLISHED GRADING AND DRAINAGE THEREOF, MAY RESULT IN ADVERSE EFFECTS TO THE INTEGRITY OF THE BUILDING CONSTRUCTED UPON THE LOT OR UPON ADJOINING LOTS. EACH LOT OWNER ACKNOWLEDGES THESE FACTS AND AGREES TO HOLD DECLARANT, ITS CONTRACTORS, ENGINEERS, CONSULTANTS, AND THEIR ASSOCIATED ENTITIES HARMLESS FOR ANY DAMAGE RESULTING THEREFROM.

**Section 23. Slope Stabilization.** Each Owner of a Lot agrees that in the event any slopes located on the Lot have been planted to comply with local government or Committee requirements for stabilization of said slope or slopes, the Owner shall adequately water and continuously maintain said slope or slopes.

**Section 24. Maintenance of Fences and Walls.** Each Owner of a Lot upon which all or a portion of a wall or fence may be located, agrees at all times to maintain, paint or repair said wall or fence on a regular basis and according to the standards of quality as determined by the Architectural Control/Design Review Committee as set forth herein in Article VI of this Declaration.

**Section 25. Restriction on Number of Dwellings.** No building, structure or improvements shall be constructed, erected, altered, placed or permitted to remain on any Lot other than one dwelling designed for principal residential occupation for not more than one family, together with such related outbuildings and facilities pertinent to said single family residential use.

**Section 26. No Water Pollution.** No use on any of the property described herein shall be allowed which in any manner or for any purpose would result in the drainage or dumping of any refuse, sewage or other material which might tend to pollute surface or subterranean waters.

**Section 27. Repair of Damaged Structures.** No building or garage damaged by fire or otherwise damaged so that it becomes unsightly shall be permitted to remain on any Lot. Such structures shall either be promptly rebuilt, refinished, or torn down and removed, and in no case shall the unsightly damage remain longer than three (3) months. Any tear down or removal must have Committee approval.

**Section 28. Fire Control Maintenance.** Each Owner of a Lot shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the Lot, such as removal of certain trees, dead limbs and other dead vegetation. All barbeque appliances must be lidded.

**Section 29. Weeds.** No weeds, uncultivated, diseased or infected vegetation of any kind or character shall be placed or permitted to grow upon any Lot or portion thereof after commencement of a dwelling thereon.

**Section 30. Landscaping.** Each Owner shall be responsible to properly and attractively landscape all portions of his front, side and rear yards visible from the streets adjacent to his Lot in a manner suitable to the character and quality of the Subdivision, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Subdivision. Said landscaping must be completed within twelve (12) months of the date of issuance of a certificate of occupancy for the main dwelling. All landscaping plans must be approved in advance by the Architectural Control/Design Review Committee pursuant to Article VI hereof. Fencing side and rear yards so as to block views from adjacent streets shall terminate a Lot Owner's responsibility to landscape side or rear yards so fenced.

Each Lot Owner must establish and maintain landscaping to the applicable fire protection districts requirements for minimum defensible space, and all such landscaping shall be continually maintained consistent with the standards of the development, good husbandry practices and the applicable fire protection districts requirements.

**Section 31. Impairment of Wildlife.** Capturing, trapping or killing wildlife within the Subdivision is prohibited, except common rodents on a Lot (e.g., rats, mice, moles, marmots, gophers).

**Section 32. Disturbing Activities.** Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Subdivision or which use excessive amounts of water or which result in unreasonable levels of sound or light are prohibited.

**Section 33. Discharge of Weapons.** The discharge or use of firearms or other weapons within the Subdivision is prohibited. The terms "firearms and weapons" includes without limitation "B-B" guns, pellet guns, bows and arrows, pistols, rifles, shotguns, sling shots and other firearms and weapons of all types, regardless of size.

**Section 34. No Wood Burning Stoves or Fireplaces.** Wood burning stoves, fireplaces, fireplace inserts and similar devices designed or converted to burn wood and other carbon-based fuels are prohibited, except stoves designed by the manufacturer to burn pellets and central heating systems using fuel oil or natural gas.

**Section 35. Exterior or Roof-Mounted Equipment.** No air conditioning units, ducting, solar heating equipment, or other equipment (except antennae and similar devices as allowed under Section 12) shall be mounted on any roof, or on the front exterior wall or windows of a dwelling.



**Section 36. Variances.** Upon application by an Owner, the Board shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article, if specific application of the restriction will, in the sale discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development and property protection contemplated by this Declaration. The granting of one variance shall not be considered a precedent for the granting of subsequent variances.

**Section 37. Association Rules.** The Board shall have the authority to promulgate further reasonable rules and restrictions ("Association Rules") of uniform application regarding property usage within the properties as may be deemed prudent and appropriate.

**Section 38. Fences.** All fences must be constructed with screening material in order to obstruct view of rear yards. Design of all fences must be approved in advance by the Architectural Control/Design Review Committee pursuant to Article VI of this Declaration.

**Section 39. Revegetation.** Lot Owners are responsible for revegetation of all disturbed areas on Lots. The Association is responsible for re-vegetation of all disturbed areas on Common Areas.

## **ARTICLE V ARCHITECTURAL STANDARDS**

**Section 1. Standards.** Architectural standards shall be set by the Committee, and may be specified in a rules or handbook format, consistent with the Committees' duties and obligations under Article VI below. All applicable codes and rules of local, state and federal government shall apply as minimum architectural standards.

## **ARTICLE VI ARCHITECTURAL CONTROL AND DESIGN REVIEW COMMITTEE**

**Section 1. Committee Establishment and Membership.** The Architectural Control/Design Review Committee of the Association is hereby established. The Committee shall have jurisdiction and authority over all phases of the Subdivision, including the initial phase of development of the Subdivision and all subsequent phases of development. Each Committee member shall have an indefinite term and serve at the discretion of the Board and, during the period of Declarant Control specified in Article II, Section 4 of this Declaration or for a period of twenty (20) years, whichever is later, shall be subject to approval by Declarant, which approval may be withheld or withdrawn at any time at Declarant's sole discretion.

Subject to the provisions of Declarant control, the Committee shall be composed of not less than three nor more than seven members, to be appointed by the Board, and the Committee members shall be subject to removal by the Board, and any vacancies from time to time existing

shall be filled by appointment of the Board, except that the Committee need have no more than three members. A quorum of the Committee shall consist of the lesser of a majority of committee members or three persons. A decision may be rendered by a majority of Committee members at a meeting at which a quorum is present.

**Section 2. Written Approval of Plans.** Before commencing any building, landscaping, or fencing operations, written approval must be obtained from the Committee covering building, landscaping, fencing, and plot plans for all structures, landscaping or fencing, erected, altered, renovated, remodeled, placed, assembled, or permitted to remain on any Lot in the Subdivision, including garages; except, however, that approval of the Committee shall not be required for building operations conducted by Declarant, its successors and assigns. The approval of said Committee shall include style, design, appearance, harmony of external design, building materials, location of the proposed structure, landscaping, or fencing with respect to topography, finish grade elevation and the street frontage. No approval shall be construed as modifying, altering, or waiving any of the provisions herein set out unless a variance is issued by the Committee.

Committee approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. In the event a Lot Owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural or architectural changes or making changes to the landscaping or fencing shall require the Lot Owner to submit two (2) sets of complete plans therefor to the Committee for prior approval.

**Section 3. Committee Powers.** The Committee shall have the power to adopt design standards as well as rules and regulations, and to render decisions on such matters as are subject to approval, review, or consideration of the Committee under this Declaration, or as may be referred to the Committee by the Association, in accordance with such rules, design standards and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee.

**Section 4. Time of Decision.** The decision of a majority of a quorum of the Committee, acting in good faith in its sole discretion, upon any matters submitted or referred to it, shall be final. It is further provided that if no rejection shall have been sent by the Committee to an applicant within 45 days from the date of receipt of a submittal or as otherwise provided in the Design Guidelines, such inaction shall be deemed approval. Any decision or approval by the Committee shall not relieve an applicant or Owner from complying with any requirement of a public authority having jurisdiction, and shall not constitute any representation or guaranty by the Committee or a member thereof of compliance of the submitted matter with any statute, ordinance, or regulation pertaining thereto.

**Section 5. No Improvements Without Approval.** Unless otherwise expressly approved hereby without Committee approval, NO building, garage, shed, fence, satellite dish in excess of

24" in diameter, or any other structure, or landscaping shall be commenced, erected, placed or altered on any Lot in the Subdivision until the plans and specifications thereof have been submitted to and approved in writing as to conformity and harmony of external design with the existing structures or general scheme in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Committee.

**Section 6. Grounds for Disapproval.** The Committee may disapprove any application for any of the following reasons:

a. If such application does not comply with this Declaration, or any rules or regulations promulgated by the Association or the Committee;

b. Because of the dissatisfaction of the Committee, in the Committee's sole discretion, with grading plans, location of the proposed improvement on a Lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

**Section 7. Rules and Regulations.** The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria, whether as a portion of the design standards or as separate provisions, which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; additional architectural guidelines; provisions for notice of approval or disapproval, and various approval criteria. Copies of such rules shall, if adopted, be available to each Owner of a Lot or parcel within the Subdivision at the time of close of escrow and shall be maintained at the office of the Committee.

**Section 8. No Inspection Required.** No inspection of construction for which plans and specifications have been or should be approved by the Committee shall be required of the Committee, although all Committee members shall have the right to inspect all improvements to ascertain compliance with the provisions of Articles V and VI. Any member of the Committee also has the right at all reasonable times and places to enter on a Lot and inspect any structure for purposes of compliance with approved plans and specifications provided such right of entry shall not include the right to enter a completed occupied dwelling without the consent of the occupant.

**Section 9. Conformance to Plans Required.** After any plans and specifications and other data submitted have been approved by the Committee, no structure of any kind shall be erected, constructed, placed, altered, or maintained upon a Lot unless the same shall be erected, constructed or altered in conformity with the plans and specifications, color scheme, and plot plan approved by the Committee.

If any landscaping or any structure of any kind, including fencing, shall be erected, constructed, placed, altered, or maintained on a Lot other than in accordance with the plans and specifications, color scheme and plot plan theretofore approved by the Committee, such erection, construction, placing, alterations and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained. The Committee may order any such non-approved landscaping, structures, or fencing to be removed or modified at the Owner's sole expense.

**Section 10. Variances.** The Committee may grant reasonable variances or adjustments from the provisions in this Article where literal application thereof results in unnecessary hardship and if the granting thereof in the opinion of the Committee will not be materially detrimental or injurious to Owners of other Lots.

**Section 11. Certification of Compliance.** At any time prior to completion of construction of an improvement, the Committee may require a certification upon such form as it shall furnish from the builder, contractor, Owner or a licensed surveyor that such improvement does not violate any height restriction, setback rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee.

**Section 12. Compensation and Filing Fee.** Members of the Committee may be compensated by reasonable fees charged for Committee services to those requesting actions by the Committee, if said fees are approved by the Board. As a means of defraying its expenses, the Committee may require a filing fee set by the Committee to accompany the submission of plans and specifications for a new Single Family Dwelling and a filing fee for submitting plans for remodeling or additions or exterior redecorating color scheme.

**Section 13. Liability.** Notwithstanding the approval by the Committee of plans and specifications, neither it, the Declarant, the Association nor any person acting on behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether an Owner of a Lot or parcel within the Subdivision or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision.

**Section 14. Enforcement.** In the event any improvement shall be commenced without Committee approval as herein required, or in the event any improvement is constructed not in conformance with plans therefor approved by the Committee, or not in conformance with this Declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in herein, the Committee shall also have the power and authority to institute arbitration, legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this Declaration, and to recommend fines for levy by the Board. All costs of dispute resolution, including attorney's fees, shall be charged to and paid by the Lot Owner if the Association prevails. Such charges shall constitute a lien on such Owner's Lot as provided in Article III hereof from the date of entry of the judgment (or arbitrator's decision). In the event the Association is not successful each party shall pay its own costs and attorney's fees.



**Section 15. View Obstruction.** If any Lot Owner purchases a home the Owner perceives as having a view, the Owner should be aware that the view as seen from the home at the time of purchase **is not represented or guaranteed in any manner.** Existing views may be altered or impaired by future construction within or surrounding the Subdivision by growth of vegetation or trees, by fences, by construction of structures or by other factors not presently known. Declarant makes **absolutely no representation** as to the scope or extent of any view now or in the future. Subject to the above and to the specified provisions set forth below, no hedge, hedgerow, tree, shrub, plant or other landscaping shall be planted or allowed to grow, nor shall any wall, fence or structure be installed, erected or maintained on any Lot in such location or of such height so as, in the opinion of the Committee, to unreasonably obstruct the view from any other Lot in the Subdivision on which a residence is or may be constructed. However, all landscaping, fences and other improvements originally installed or constructed by Declarant, or its successors or assigns, shall be deemed not to unreasonably obstruct or interfere with the view on any Lot in the Subdivision. No tree, shrub or other planting of any kind shall be allowed to overhang or otherwise encroach upon any sidewalk or pedestrian way without the prior written approval of the Committee.

## **ARTICLE VII COMPLIANCE WITH COUNTY CONDITIONS**

**Section 1. Perpetual Funding.** The provisions of Article III are intended to establish perpetual funding in interest-bearing accounts for the maintenance of all Common Area and other obligations of the Association imposed hereby.

**Section 2. County as Third Party Beneficiary.** Washoe County ("County") or any other political subdivision in which the properties may be located, is hereby expressly made a third party beneficiary to this Article and Article III of this Declaration, as well as Section I of Article II and Sections 10 and 1.f of Article IV. No amendment to the above-referenced provisions of this Declaration shall be valid and effective unless approved in writing by the County.

**Section 3. Enforcement of Special Assessment and Lien Provisions by County.** In the event the Association fails to enforce any of the following described provisions of this Declaration:

a. The obligation of the Association to properly maintain on-site drainage facilities or Common Areas in the Subdivision; or

b. The obligation of the Association to pay prior to delinquency all taxes and assessments levied against Association property or against the Association;

then County shall be entitled to commence an action to enforce such provisions by any means allowed in law or equity, including the levy of a special assessment equally against all of the Owners of the Lots, which special assessment shall be secured by a lien against all of the Lots in the manner provided in Article III hereof.

Notwithstanding the foregoing, the County shall be entitled to commence such action only after:

c. The County has given reasonable notice (which shall be not less than thirty days) to the Association, describing such violation, or if no Association is in existence, by publication of reasonable notice in a newspaper of general circulation in Washoe County; and

d. The Association or the Owners of the Lots shall have failed to cure such violation within a reasonable time thereafter to the reasonable satisfaction of Washoe County.

**Section 4. County Control/Special Assessment District.** If the County or another political subdivision, by creation of a special assessment district, a district or division for operating and maintenance, or otherwise, agrees to assume jurisdiction or control of the ownership or maintenance of Common Area for any public purpose, then Association, upon request by County, the applicable government entity, or the Association, shall transfer and delegate its duties, including transfer of Association property, to the County or other political subdivision. Association shall request annexation to a special assessment district created for these purposes. Declarant, Association and all Lot Owners shall not have the right to protest and shall agree to the maintenance, ownership or control of Common Area by County or another political subdivision for any public purpose.

## **ARTICLE VIII PROTECTION OF LENDERS**

**Section 1. Encumbrance of Lots Permitted.** Any Lot maybe encumbered with a deed of trust.

**Section 2. Non-Liability for Unpaid Assessments.** Any beneficiary of a first deed of trust who acquires title to a Lot pursuant to the judicial or non-judicial foreclosure remedies provided in the deed of trust shall take the Lot free of any claims for unpaid assessments or Association charges (as specified in Articles II and III) against the encumbered Lot that accrue prior to the time such beneficiary so acquires ownership; provided, however, after the foreclosure of any such deed of trust, or after a conveyance of any Lot to such beneficiary by deed in lieu of foreclosure, such Lot shall remain subject to the provisions of this Declaration; and the amount of all regular and special assessments, to the extent they relate to expenses incurred subsequent to such foreclosure sale or to the recordation of the deed in lieu of foreclosure, shall be assessed hereunder to the grantee or purchaser thereunder.

**Section 3. Breach of Covenants.** A breach by an Owner of any of the provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value; provided, however, the provisions of this Declaration shall be binding upon the Owners whose title thereto is acquired under foreclosure, trustee's sale, or otherwise.

**Section 4. Notice of Default.** Upon written request to the Association (as defined below), the beneficiary of a first deed of trust encumbering a Lot shall be entitled to written notification from the Association of any default by the Owner of the Lot in the performance of such Owner's obligations under this Declaration or the Association Articles or Bylaws that is not cured within ninety (90) days.

**Section 5. Insurance Proceeds and Condemnation Awards.** No provision of this Declaration or the Association Articles shall give a Lot Owner, or any other party, priority over any rights of a first deed of trust beneficiary in the case of a distribution to Owners of insurance proceeds or condemnation awards.

**Section 6. Appearance at Meetings.** Because of its financial interest in the Subdivision, any beneficiary of a first deed of trust may appear (but cannot vote) at meetings of the members and the Association Board.

**Section 7. Examination of Records.** Beneficiaries of first deeds of trust shall have the right to examine the books and records of the Association and can require the submission of financial data concerning the Association, including annual audit reports and operating statements as and when furnished to the Owners.

## **ARTICLE IX LIMITATION OF RESTRICTIONS**

**Section 1. General.** Declarant and any Successor Declarant may be undertaking the work of constructing improvements to the Subdivision or on Lots. The completion of such construction and the sale or other disposal of the Lots is essential to the establishment and welfare of the Subdivision as a residential community. The rights granted to Declarant which are contained in this Article are personal to Declarant and any Successor Declarant, and may only be transferred by a written assignment duly recorded from the Declarant to a Successor Declarant, or from Successor Declarant to another Successor Declarant.

**Section 2. Limitations on Restrictions.** Nothing in this Declaration shall be understood or construed to:

a. Prevent Declarant, its contractors or subcontractors from doing on the Subdivision or on any Lot whatever is reasonably necessary or advisable in connection with the commencement or completion of the above described work;

b. Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part of the Subdivision such structures as may be reasonably necessary for the conduct of its

business of completing the work, establishing the Subdivision as a residential community, and disposing of the Lots by sale, lease, or otherwise;

c. Prevent Declarant from maintaining such signs on any part of the Subdivision owned by Declarant or by the Association as may be necessary for the sale, lease, or disposition of Lots;

d. Prevent Declarant from utilizing manufactured, modular or mobile structures or temporary structures as sales offices or for construction activities; and

e. Allow any Lot Owner or Association to enforce any provision of Articles IV, V and VI against Declarant, it being the intent of this subsection to exempt Declarant completely from compliance with the provisions of Articles IV, V and VI regarding Declarant's activities and Lots owned by Declarant, including Declarant's agents. Agents of Declarant shall include licensed contractors who purchase Lots for purposes of constructing dwellings thereon for sale to homebuyers.

**Section 3. Declarant's Contractor.** Declarant intends to sell Lots and build improvements in association with other contractors. Any construction or other activity by these contractors or a contractor with a similar relationship to Declarant, shall be deemed the construction or activity of Declarant for purposes of this Declaration.

**Section 4. Modification.** The provision of this Article may not be amended, terminated or abridged without the written consent of the Declarant. [\[replaced – Second Amendment\]](#)

## ARTICLE X MISCELLANEOUS GENERAL PROVISIONS

**Section 1. Enforcement.** Except as expressly limited herein, Association, Declarant or any Subdivision Lot Owner shall have the right to enforce the provisions of this Declaration now or hereafter imposed by arbitration as prescribed by Nevada Revised Statutes 38.300-360, or by any proceeding at law or in equity. Failure by the Association, Declarant or by any Lot Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. The Association may establish and impose administrative procedures for resolving claims or disputes arising from the interpretation, application or enforcement of any provisions stated herein or specified in the Articles, Bylaws, or rules and regulations adopted by the Association or the Committee.

**Section 2. 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 the 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 brought to the attention of the

Association and the Association delivers written notice thereof to Lot Owner, including a violation by virtue of the failure of a member to comply with the rules and regulations of the Association.

**Section 3. Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 4. Amendment.** This Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten years, unless at least the Owners of not less than seventy-five percent (75%) of the Lots agree to terminate this Declaration, effective at the end of the then current ten year extension period, in which case a notice signed by the Lot Owners must be executed and recorded Subject to the provisions of Article I, Section 6; Article VII, Section 2; and Article IX. Section 4, this Declaration may be amended by an instrument signed by at least the Owners of not less than seventy five percent (75%) of the Lots. Any amendment must be recorded or it has no effect. For purposes of this Section, the signature of one of the Owners, for a Lot with more than one Owner, shall be deemed sufficient. During the period of Declarant control, if any amendment to this Declaration is not approved by the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, including any successor thereto, if such agency purchases any note, or guarantees or insures the payment of any note, secured by a first deed of trust on any Lot in the Subdivision, then the amendment shall have no force and effect on the rights of said agencies regarding any said secured Lot.

**Section 5. Assignment.** Declarant may assign all or part of its rights hereunder only by a written assignment, properly recorded in the office of the Washoe County Recorder.

**Section 6. Approval of Declarant.** In all circumstances described herein in which Declarant has the right of approval, said approval and any request for approval shall be in writing. Declarant shall have a minimum of thirty (30) days after a request to approve or deny. If Declarant has not issued its written approval or denial within said thirty (30) days, the request shall be deemed approved.

**Section 7. Liability.** Declarant disclaims any liability for repairs or maintenance of rights-of-way, or other improvements, including utility lines located within the Common Areas of the Subdivision, from and after the date of conveyance of such Common Areas to the Association. Neither Declarant, County, the Committee, Association, nor any Lot Owner shall be deemed liable in any manner whatsoever to any other Lot Owner in the Subdivision or third party for any claim, cause of action or alleged damages resulting from conduct or omissions by the Board, the Committee or the Association regarding:

- a. Design concepts, aesthetics, latent or patent errors or defects in design or construction, whether shown or omitted on any plans and specifications which may be approved, or any buildings or structures erected therefrom; and
- b. Any waiver of or failure to enforce a provision hereof, or failure to inspect or certify compliance with approved plans and specifications.

**Section 8. Attorney Fees and Costs.** In any action or proceeding, administrative and/or judicial and/or arbitration and/or mediation, undertaken to enforce or administer the provisions hereof, the prevailing party shall be entitled to reasonable attorneys fees and costs.

**Section 9. Cumulative Rights/Waiver.** Remedies specified herein are cumulative and any specification of them herein 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.

**Section 10. Grantee's Acceptance.** Each grantee or purchaser of any Lot or parcel within the Subdivision shall by acceptance of a deed conveying title thereto, 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 acceptance such grantee or purchaser shall for himself (his/her 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 Subdivision 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 Subdivision and all parts and projected units therein in substantially the manner heretofore approved by the County.

**Section 11. Captions.** Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

**Section 12. Use of the Name "Pebble Creek".** No person shall use the words "Pebble Creek", or any other term which Declarant may select to name or identify all or part of the Subdivision, in any printed or promotional material without the Declarant's prior written consent. However, Lot Owners may use the words "Pebble Creek" in printed or promotional matter solely to specify that particular property is located within the Subdivision, and the Association shall be entitled to use the words "Pebble Creek" in its name.

**Section 13. Interpretation.** The Association shall have sole right and authority to interpret any of the provisions of this Declaration, which interpretation shall, so long as the same is reasonable, be conclusive.

**Section 14. Conflicts.** In all circumstances of conflicts in provisions, the provisions of the Act shall govern over the provisions of the Articles of Incorporation, Association Bylaws or this Declaration; the provisions of the Association Articles of Incorporation shall govern over the provisions of the Association Bylaws or this Declaration; and the provisions of this Declaration shall govern over the provisions of the Association Bylaws.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand,

**PEBBLE CREEK, LLC.**  
**a Nevada limited liability company**

**SPANISH SPRINGS ASSOCIATES  
LIMITED PARTNERSHIP. a Nevada  
limited partnership**

By: Hawco Development Company,  
a Nevada corporation,  
as General Partner

By: \_\_\_\_\_  
STEVEC.HAMILTON  
Member/Manager

By: \_\_\_\_\_  
JAMES G. HAW, SR., President

STATE OF NEVADA        )  
                                  ) ss  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2001 by STEVE C. HAMILTON as Member/Manager of PEBBLE CREEK, LLC, a Nevada limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) ss  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2001, by JAMES G, HAW, SR as President of HAWCO DEVELOPMENT COMPANY, a Nevada corporation, as General Manager of SPANISH SPRINGS ASSOCIATES LMTED PARTNERSHIP, a Nevada limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC





IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand,

**PEBBLE CREEK, LLC.**  
a Nevada limited liability company

**SPANISH SPRINGS ASSOCIATES  
LIMITED PARTNERSHIP. a Nevada  
limited partnership**

By: Hawco Development Company,  
a Nevada corporation,  
as General Partner

By: \_\_\_\_\_  
STEVEC.HAMILTON  
Member/Manager

By: \_\_\_\_\_  
JAMES G. HAW, SR., President

STATE OF NEVADA        )  
                                  ) ss  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2001 by STEVE C. HAMILTON as Member/Manager of PEBBLE CREEK, LLC, a Nevada limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) ss  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_, 2001, by JAMES G, HAW, SR as President of HAWCO DEVELOPMENT COMPANY, a Nevada corporation, as General Manager of SPANISH SPRINGS ASSOCIATES LMTED PARTNERSHIP, a Nevada limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC

