

DOUGLAS COUNTY

When Recorded Mail To:
CHICHESTER ESTATES JOINT VENTURE
1528 Highway 395 N., Suite 255
Gardnerville, NV 89410

B70255JC

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHICHESTER ESTATES

370296
BK0995PG1652

58

TABLE OF CONTENTS

RECITALS

ARTICLE I DEFINITIONS

 1.01 Allocated Interests

 1.02 Architectural and Landscape Control
 Committee

 1.03 Architectural and Landscape Control Committee
 Rules

 1.04 Architectural Design Guidelines

 1.05 Area of Common Responsibility

 1.06 Articles

 1.07 Assessments

 1.08 Beneficiary

 1.09 Board

 1.10 Bylaws

 1.11 Common Area

 1.12 Declarant

 1.13 Declaration

 1.14 Deed of Trust

 1.15 Improvement

 1.16 Lot

 1.17 Major Developer

 1.18 Manager

 1.19 Mortgage

 1.20 Notice and Hearing

1.21 Owner

1.22 Person

1.23 Plans and Specifications

1.24 Project

1.25 Purchaser

1.26 Record, Recorded and Recordation

1.27 Recreation and Open Space

1.28 Chichester Estates Restrictions

1.29 Single Family

1.30 Single Family Residential Use

1.31 Subassociation

1.32 Subdivision

1.33 Supplemental Declaration

1.34 Visible from Neighboring Property

ARTICLE II COMMUNITY ASSOCIATION

ARTICLE III DEVELOPMENT OF CHICHESTER ESTATES:
ANNEXATION

3.01 Subdivision and Development by Declarant

3.02 Annexation

3.03 Deannexation

3.04 Special Declarant Rights

ARTICLE IV GENERAL RESTRICTIONS

4.01 Antennas

4.02 Insurance Rates

4.03 No Further Subdividing

4.04 Defensible Space

4.05 Signs

4.06 Fireplaces and Woodstoves

4.07 Nuisances

4.08 Repair of Building

4.09 Improvements and Alterations

4.10 Roofing

4.11 Drainage

4.12 Slope

4.13 No Hazardous Activities

4.14 No Temporary Structures

4.15 No Mining and Drilling

4.16 No Dumping

4.17 Vehicles

4.18 Construction Activities

4.19 Exemption of Declarant

4.20 Assignment by Declarant

4.21 Building Permits

4.22 Driveways

DOUGLAS COUNTY

ARTICLE V PERMITTED USES AND RESTRICTIONS - RESIDENTIAL AREAS

5.01 Residential Areas

5.02 Improvements and Use

5.03 Residential Use; Rentals

5.04 Animals

5.05 Unsightly Articles

5.06 Restricted Use of Recreational Vehicles, Etc.

5.07 Maintenance of Lawns, Plantings and Landscape

5.08 Slope

ARTICLE VI PERMITTED USES AND RESTRICTIONS - OTHER AREAS

6.01 Easement of Airspace

6.02 Utilities Easement

6.03 Easement in Favor of Declarant to Facilitate Sales and Resales

ARTICLE VII ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

7.01 Members of Committee

7.02 Declarant's Rights of Appointment

7.03 Review of Proposed Construction

7.04 Architectural Design Guidelines

7.05 Meetings of the Committee

DOUGLAS COUNTY

7.06 No Waiver of Future Approvals

7.07 Compensation of Members

7.08 Inspection of Work

7.09 Nonliability of Committee Members

7.10 Variances

7.11 Obligations with Respect to Zoning and
Sub-divisions

7.12 Relinquishment of Architectural Control To
Subassociations

ARTICLE VIII FUNDS AND ASSESSMENTS

8.01 Mortgage Protection

8.02 Effect of Amendments on Mortgages

ARTICLE IX MISCELLANEOUS

9.01 Term

9.02 Amendment

9.03 Notices

9.04 Interpretation

9.05 Enforcement and Nonwaiver

9.06 Construction

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CHICHESTER ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 7th day of September 1995, by Chichester Estates Joint Venture (hereinafter "Declarant").

RECITALS:

The Declarant is the owner of all that certain real property located in Douglas County, Nevada and more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, and which is hereinafter referred to as the "Project."

The Project will be located in the Town of Gardnerville and contains distinctive geographic and aesthetic features which Declarant desires and intends to enhance, maintain and preserve wherever possible. The residential restrictions and provisions of this Declaration are intended to blend the natural characteristics of the site with the natural surroundings.

The Declarant intends by this Declaration to impose upon the Chichester Estates mutually beneficial conditions and restrictions for the benefit of all owners of Units or Property within the Project and to create a community and environment in which the aesthetic features and beauty of the property and surrounding area will be substantially preserved for the enjoyment and benefit of all persons living within the Project.

In furtherance of such intent, Declarant declares that all of the real property referred to herein as the Project and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference and such other real property as may become annexed and subject thereto is and hereforth shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following covenants, conditions and restrictions and equitable servitudes and the same shall constitute a general plan for the division, ownership, improvement, parceling, sale, use and occupancy of the Project, located thereon, to enhance the value, desirability and quality of the Property.

This Declaration shall run with the real property described in Exhibit "A" and all parts and parcels thereof and shall be binding on all parties having any right, title or interest in the Exhibit "A" property and their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner or member thereof. Each, all and every one of the

limitations, easements, uses, obligations, covenants, conditions and restrictions herein imposed shall be deemed to be and construed as equitable servitudes enforceable by any of the owners of any portion of the real property subject to this Declaration against any other owner, tenant or occupant of said real property or portion thereof similarly restricted by this Declaration.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

1.01 Allocated Interests. "Allocated Interest" means the liability for common expenses and vote in the Association.

1.02 Architectural and Landscape Control Committee. The committee created pursuant to Article VIII hereof (hereinafter sometimes referred to as "Committee" or "ALCC").

1.03 Architectural and Landscape Control Committee Rules. The rules adopted by the Architectural and Landscape

Control Committee pursuant to Section 8.04 hereof (hereinafter sometimes referred to as "Design Guidelines").

1.04 Architectural Design Guidelines. Rules and regulations that may from time to time be adopted by the Architectural and Landscape Control Committee interpreting the terms of this Declaration, setting fees and design and construction criteria in accordance with Section 8.04 of this Declaration.

1.05 Area of Common Responsibility. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, or by contract or agreement with any Project area owner becomes the responsibility of the Association if and when an Association is created. The office of any property manager employed by or contracting with the Association may be a part of the Area of Common Responsibility.

1.06 Articles. The Articles of Incorporation of the Association which have been or will be filed in the office of the Secretary of State of the State of Nevada, as the same may from time to time be amended.

1.07 Assessments. Assessments of the Association including both regular and special assessments as set forth in Article IX hereof.

1.08 Beneficiary. A mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

1.09 Board. The Board of Directors of the Association as provided in the Articles and Bylaws.

1.10 Bylaws. The Bylaws of the Association which may be adopted by the Board, as such Bylaws may be amended from time to time.

1.11 Common Area. All real and personal property if any, within CHICHESTER ESTATES that is available for the common use and enjoyment of any Owner, or their lessees and invitees, including driveways, parks, walkways, plazas, trails, open spaces, planted and landscaped areas, and utility facilities designated on the Subdivision plat therefor as Common Area whether or not the same is owned in fee or whether by easement or equitable servitude, lease, license or other contractual entitlement.

1.12 Declarant. The owner or owners of the property described in Exhibit "A", and their successors and assigns, if such successors or assigns acquire the majority of the Lots subject to this Declaration for the purpose of resale to others.

1.13 Declaration. This document, as it may be amended from time to time.

1.14 Deed of Trust. A mortgage or a deed of trust, as the case may be.

1.15 Improvement. Any structure and all appurtenances thereto of every type and kind, including but not limited to building, outbuilding, patio, tennis court, pool, garage, shed, doghouse, mailbox, aerial, antenna, road, driveway, parking area, walk, fence, screening wall, retaining wall, stair, deck, landscaping, court, gate, statue, marker, hedge, windbreak, planting, planted tree and shrub, pole, sign, exterior air conditioning, water softener fixture or equipment, pole, pump, well, ditch, tank, reservoir, pipe, line, meter, tower and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.16 Lot. Any unit of land which is designated on any recorded Subdivision plat, whether or not improved, for a single-family residence.

1.17 Major Developer. Any person or persons designated as such by Declarant in an instrument recorded in the real property records of the county wherein the land lies.

1.18 Manager. Manager shall mean the person, firm or corporation employed, if any, by the Association pursuant to

Section 2.06 and delegated the duties, powers or functions of the Association pursuant to said section.

1.19 Mortgage. Any mortgage or deed of trust given to secure the payment of a debt.

1.20 Notice and Hearing. Ten (10) days' written notice given as provided in Section 10.03 and a hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

1.21 Owner. The record owner of any Lot or Commercial Site subject to this Declaration, or any record owner of any Lot that is annexed hereto pursuant to Article III. "Owner" shall include the vendee under an Installment Contract of Sale and shall exclude the vendor thereunder and those having an interest in any property that is subject to this Declaration solely for security for the performance of an obligation.

1.22 Person. A natural individual or any other entity with the legal right to hold title to real property.

1.23 Plans and Specifications. Any and all documents designed to guide or control an Improvement, including but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation

plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the Improvement.

1.24 Project. All real property and improvements thereto situate in Douglas County and more particularly described as the CHICHESTER ESTATES as generally depicted on the overall Chichester Estates Master Plan as recorded in the office of the Douglas County Recorder.

1.25 Purchaser. A purchaser who is unrelated to Declarant or any corporation, partnership, joint venture, or other business entity in which Declarant has an ownership interest or over which Declarant exercises contractual or other control relating to the improvement, development or sale of Property.

1.26 Record, Recorded and Recordation. With respect to any document, the recordation of such document in the office of the Clerk and Recorder of the county wherein the land lies.

1.27 Recreation and Open Space. All areas, if any designated by Declarant and thereafter to be held for recreational purposes for the benefit of all Members; provided, however, that access to any area or facility except for neighborhood parks, may

be subject to fees and other charges, or otherwise conditioned or restricted, and made available to non-Members, all on such terms and conditions as the Board may determine.

1.28 Chichester Estates Restrictions. This Declaration, together with any and all Supplemental Declarations which may be recorded pursuant to Article IV hereof, as this Declaration or said Supplemental Declarations may be amended from time to time, together with the Chichester Estates Rules from time to time in effect, and the Articles and By-laws of the Association from time to time in effect.

1.29 Single Family. One (1) or more persons each related to the other by blood, marriage or legal adoption or a group of not more than four persons not all so related, together with their domestic employees and servants who maintain a common household in a residential unit and casual guests or as defined under the provisions of the Douglas County Code.

1.30 Single Family Residential Use. The occupancy and use of a residential unit or lot by a Single Family in conformity with the covenants, conditions and restrictions hereof, the rules and requirements imposed by applicable zoning laws and other state or local rules and regulations.

1.31 Subassociation. Any non-profit Nevada corporation or unincorporated association and its successors, organized and established by Declarant or by Declarant and a Major Developer pursuant to or in connection with a Supplemental Declaration recorded by Declarant or by Declarant and a Major Developer, as provided in Sections 2.01 and 3.01.

1.32 Subdivision. A parcel of land which has been shown on a final and recorded subdivision plat pursuant to N.R.S. Chapter 278, 278A or Chapter 116, as amended.

1.33 Supplemental Declaration. Any declaration of covenants, conditions and restrictions which may be hereafter recorded by Declarant or by Declarant and a Major Developer.

1.34 Visible from Neighboring Property. With respect to any given object, such object is or would be visible to a person six feet tall standing on an assumed floor elevation two feet (2') above the surface of any neighboring property in the area involved, assuming that the property had an elevation equal to the highest elevation of the ground surface of that portion of the area upon which the object is located.

ARTICLE II

COMMUNITY ASSOCIATION

A community association may be created upon the acquisition or annexation of "common area" as that term is defined herein. A community association may be created by the declarant or upon a vote of two-thirds (2/3) of the owners of the total number of Lots in the Project. Any community association that may in the future be formed shall have assessment and assessment lien authority pursuant to Chapter 116 of the Nevada Revised Statutes as that law was in existence on January 1, 1993.

ARTICLE III

DEVELOPMENT OF CHICHESTER ESTATES:

ANNEXATION

3.01 Subdivision and Development by Declarant. Declarant intends to develop the Project in several phases consisting of approximately 40-125 units/phase. As each phase is developed or completed, this Declaration will take effect with respect thereto.

3.02 Annexation. Declarant, and other Persons with Declarant's written consent, may at any time and from time to time add to the lands which are subject to this Declaration. Except as

provided in paragraph (4) of this Section 3.02, upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Section 3.02 (which Notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it had been originally subject to this Declaration; and thereafter, except as provided in paragraph (4) of this Section 3.02, the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration.

The Notice of Addition of Land referred to hereinabove shall contain the following provisions:

(1) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;

(2) A statement that the provisions of this Declaration shall apply to the added land as set forth herein;

(3) An adequate legal description of the added land; and

(4) Declarant's written consent if the added land is not then owned by Declarant. As part of such written consent Declarant may agree with the Person who owns such land as to the terms and conditions upon which Declarant will exercise its rights and duties, as Declarant under this Declaration, with respect to such added land. Such terms and conditions may provide for joint exercise, as to such added land, of Declarant's said rights and duties.

(5) Such complimentary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the added land which may be significantly at variance with the original land.

The right of Declarant to add additional land or units to this Declaration shall apply to all of the real property described in Exhibit "B," attached hereto and incorporated herein by this reference. Such additional land may, at Declarant's sole option, be annexed to the Project not later than ten (10) years after the issuance of the last Nevada Division of Real Estate Public Offering Statement for the Project.

3.03 Deannexation. Declarant may deannex any area of land within the Project from this Declaration, without the consent of any Owner at any time prior to the conveyance of any area of Land or Unit on that portion of land to be withdrawn, to a

Purchaser. Such deannexation shall be effected by recording a deannexation declaration. Upon recordation of the deannexation declaration, the land to be deannexed shall be removed and deannexed from the Project and, thereafter, shall be free from the obligations, requirements, declaration, limitations, covenants, conditions and restrictions set forth herein.

3.04 Special Declarant Rights. There are hereby reserved unto the Declarant or its designee(s) the following enumerated rights:

(a) To complete any of the improvements depicted on the plats, plans and maps as set forth in the Declaration.

(b) To exercise the development rights including annexation as set forth in this Declaration.

(c) To maintain, operate and relocate one (1), but not more than three (3) sales offices, management offices, signs, advertising relating to the Community, and additional model homes, together with easements of ingress and egress throughout the Common Area for marketing purposes.

(d) To use and exercise easements through Common Areas for the purposes of making and constructing improvements within the Common-Interest Community.

(e) Appointing or removing any officer or director of the Association during any period of Declarant control as set forth in Section 2.03.

(f) To annex, solely by the vote in accordance with 3.02 by the Declarant, to add up to but not more than ten percent (10%) additional acreage and appurtenant Unit density to the Chichester Estates Project.

ARTICLE IV

GENERAL RESTRICTIONS

All real property within the Project shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the Architectural and Landscape Control Committee Design Guidelines and the following limitations and restrictions:

4.01 Antennas. Except for any which may, at Declarant's option, be erected by Declarant or Declarant's designated representative, no exterior radio or television antenna, aerial shall be erected or maintained in the Project without the

prior written approval of the Architectural and Landscape Control Committee.

4.02 Insurance Rates. Nothing shall be done or kept in the Project which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any Association Property or which would be in violation of any law.

4.03 No Further Subdividing. No Lot or Common Area shall be further divided or subdivided, nor may any easement or other interest therein (less than the whole) be conveyed by the Owner thereof (including any Subassociation) without the prior written approval of the Architectural and Landscape Control Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot, Common Area, and convey any easement or other interest less than the whole, all without the approval of the Architectural and Landscape Control Committee; and provided, further, that nothing herein shall be deemed to require the approval of the Architectural and Landscape Control Committee for the transfer or sale of any Lot, including Improvements thereon, to more than one (1) person to be held by them as tenants in common or joint tenants, or for the granting of any mortgage or deed of trust.

4.04 Defensible Space. Every Lot upon which a structure is built shall have adequate defensible space around the structure for the purpose of avoiding the risk of destruction by fire. Defensible space shall be a clearing of brush and other fuels from an area of at least thirty feet (30') around all structures.

4.05 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural and Landscape Control Committee except such signs as may be required by legal proceedings. No flashing or moving signs shall be permitted on the Project. All signage shall be of an architectural style in harmony with the overall Project as prescribed by the Design Guidelines.

4.06 Fireplaces and Woodstoves. No fireplace or woodstove shall be placed or maintained on any Lot in the Project unless the fireplace or woodstove is equipped for and only burns natural gas or the fireplace or woodstove has been certified in accordance with current standards adopted by the U.S. Environmental Protection Agency at 40 CFR, Part 60.

4.07 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Project and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary,

unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, insect control lights, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Architectural and Landscape Control Committee.

4.08 Repair of Building. No Improvement hereafter constructed upon any land within the Project shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner (including any Subassociation) thereof.

4.09 Improvements and Alterations. There shall be no construction, excavation, alteration other than repairs, which in any way alters the exterior appearance of any Improvement, or removal of any Improvement without the prior approval of the Architectural and Landscape Control Committee.

4.10 Roofing. The roofing material placed upon any improvement within the Project must be fire retardant, meeting the

standards set by the Nevada State Forester Fire Warden pursuant to NRS 472.040.

4.11 Drainage. There shall be no interference with the established drainage patterns over any property within the Project, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural and Landscape Control Committee.

4.12 Slope. Each owner shall maintain any slope occurring on Lot or Lots owned by them individually in the Project, by use of rip rap or other, to prevent erosion of said slopes.

4.13 No Hazardous Activities. No activities shall be conducted on any property and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property, and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed exterior fireplace.

4.14 No Temporary Structures. No tent or shack or other temporary building, Improvement or structure shall be placed upon any property, except that temporary structures necessary for storage of tools and equipment and for office space for architects,

builders and foremen during actual construction which may be maintained with the prior approval of ALCC, such approval to include the nature, size and location of such structure.

4.15 No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except that Declarant or the Association may, by appropriate written permit, grant, license or easement, allow the drilling of wells and the installation of infiltration galleries for the extraction of water; and except that Declarant or the Association may, by appropriate written permit, grant, license or easement, allow any of the foregoing activities to the extent permitted by applicable zoning and as required for purposes of the Association or the Declarant.

4.16 No Dumping. No Owner shall dump any rubbish or refuse on any Common Area or Open Space located within the Project or anywhere on the Ranch.

4.17 Vehicles. In addition to the provisions of Section 5.06 hereof, the use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, golf carts, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor

scooters, wagons, sleighs and snowmobiles, shall be subject to the Chichester Estates Rules, which may prohibit or limit the use thereof within specified parts of Chichester Estates, and which may also provide parking regulations and adopt other rules regulating the same. In no event shall any recreational vehicle, travel trailer, camp trailer, motor home, camper or other similar recreational vehicle be parked on a Lot or in front of any residence. Guests of a residence may park their recreational vehicle on a Lot for not more than two (2) nights and thereafter the vehicle will be subject to being towed at the owner's expense.

4.18 Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by any Owner (including Declarant) upon property within the Project; provided that when completed such Improvements shall in all ways conform to this Declaration and the Design Guidelines. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities; provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in

the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural and Landscape Control Committee, provided that such waiver shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

4.19 Exemption of Declarant. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural and Landscape Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, to maintain model homes and construction, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing, anywhere on the Project.

4.20 Assignment by Declarant. Any other provision of this Declaration to the contrary notwithstanding, Declarant may assign in whole or in part any of its privileges, exemptions, rights and duties under this Declaration to any other Person and may permit the participation in whole or in part by any other

Person in any of its privileges, exemptions, rights and duties hereunder.

4.21 Building Permits. Building permits for any structures on property which is the subject of this Declaration, shall only be issued in accordance with the Douglas County Code and the Design Guidelines.

4.22 Driveways. The driveways of all residences shall not be asphalt and must be concrete or some other material approved by the Architectural and Landscape Control Committee.

ARTICLE V

PERMITTED USES AND RESTRICTIONS - RESIDENTIAL AREAS

5.01 Residential Areas. All property within any residential area shall be improved and used solely for residential use; except that, as to any specific area, Declarant (or the Board if delegated by Declarant) may, in its sole and absolute discretion, permit other Improvements and uses consistent with the zoning then in effect for such specific area by so providing in a Supplemental Declaration recorded with respect to such specific area. Any Supplemental Declaration recorded for a residential area shall designate such area to be a single-family residential area and may further designate such residential use for that area to be

attached or detached single-family residences or any combination thereof in the case of a single-family residential area.

5.02 Improvements and Use.

A. Except as provided in Section 6.01 hereof, no Lot shall be improved or used except by a dwelling or structure designed to accommodate no more than a single family plus a garage, and such other Improvements as are necessary or customarily incident to a Single-Family residence; provided, however, that separate guest houses, and servants' quarters may be erected on any Lot in accordance with the Architectural Design Guidelines.

5.03 Residential Use; Rentals. No residence on any Lot shall be used for any purpose other than Single-Family Residential Use. However, nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short- or long-term basis subject to all the provisions of this Declaration. No commune, co-operative or similar type living arrangement shall be permitted anywhere in the Project.

5.04 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. No more than two (2) normal household pets shall be raised, or kept on any Lot and all pets shall be

restrained or confined to the Lot and not allowed to run at large. No horses, cattle, sheep, pigs or other non-household animals shall be kept on any Lot.

5.05 Unsightly Articles. No unsightly article shall be permitted to remain on any Lot so as to be Visible from Neighboring Property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, motor homes, recreational vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened so as not to be Visible from Neighboring Property and no repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except so as not to be Visible from Neighboring Property. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an area so as not to be Visible from Neighboring Property. All owners must subscribe to a garbage collection service when the same is available to the Project. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except

within an enclosed structure or kept so as not to be Visible from Neighboring Property.

5.06 Restricted Use of Recreational Vehicles, Etc.

No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area while parked or located within the Project.

5.07 Maintenance of Lawns, Plantings and Landscape.

Each Owner shall complete the landscaping of their front yard, including planting lawn, shrubs, trees or ground cover, prior to occupying a residence on the Lot, to mitigate and eliminate dust and unsightly yard areas. Each Owner shall keep all shrubs, trees, grass and plantings on his lot neatly trimmed, properly cultivated and free from trash, weeds and other unsightly material. Each Owner shall maintain all trees on his Lot and shall replace any tree that dies or becomes diseased. No Owner shall remove, alter or injure any tree or shrub placed in any area by Declarant or by the Association or any tree on the property at the time of this Declaration in excess of six inches (6") in diameter without the prior written approval of the Architectural and Landscape Control Committee. The Association, the Architectural and Landscape Control Committee and their respective authorized agents shall have the right (without the duty) to enter upon any Lot at any reasonable time for the purpose of planting, replacing, maintaining or cultivating trees and shrubs.

5.08 Slope. Each owner shall maintain all slopes on his Lot and shall re-establish any slope that suffers the effects of erosion or other activity that may cause breakdown of the slope. No owner shall alter a uniform slope on the project without approval of the Association. The Association, the Architectural and Landscape Control Committee and their respective authorized agents shall have the right (without the duty) to enter upon any Lot at any reasonable time for the purposes of maintaining or establishing any slope.

ARTICLE VI

PERMITTED USES AND RESTRICTIONS - OTHER AREAS

6.01 Easement of Airspace. There is hereby reserved to the Association all right, title and interest to all airspace rights thirty-five feet (35') above the ground elevation of the Lots in the Project.

6.02 Utilities Easement. There is hereby granted in favor of Declarant or its successors or assigns an easement for purposes of installing, facilitating, maintaining, repairing, replacing or inspecting utility, drainage, cable TV, telephone and underground power or gas lines or other utilities over, under and across the property described in Exhibit "B," attached hereto and incorporated herein by this reference. Any repair or excavation

within the Exhibit "B" property shall not be undertaken until all plans and specifications and procedures have been approved by Declarant, its successors or assigns.

6.03 Easement in Favor of Declarant to Facilitate Sales and Resales. There is hereby reserved to Declarant, its agents and employees, the right and exclusive easement to use any units owned or leased by the Declarant as models, management offices, sales and resales offices, or customer service offices. The Declarant reserves the right to relocate the same from time to time within the property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the property such advertising signs as may comply with applicable governmental regulations which may be placed in any location on the property and may be relocated or removed all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the exclusive right to erect temporary offices or certain common elements for models, sales, resales, management, customer service, and similar purposes. The reservation of this easement to facilitate sales also applies to any land annexed or to be covered by these Covenants, Conditions and Restrictions. Any such sales and marketing facilities and common areas shall be maintained at the sole cost of the Declarant so long as Declarant is the sole user of such areas.

ARTICLE VII

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

7.01 Members of Committee. There shall be an Architectural and Landscape Control Committee (ALCC) which shall consist of three (3) members or five (5) members, all of which shall be designated by Declarant. There may also be two (2) alternate members, either of whom may be designated by the Committee to act as substitute on the committee in the event of absence or disability of any member. Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

7.02 Declarant's Rights of Appointment. The Declarant shall have the right to appoint and remove all members of the ALCC, including alternates.

7.03 Review of Proposed Construction. Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural and Landscape Control Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. Except as provided in Sections 3.15 and 3.16 above, prior to commencement of

any construction of any Improvement in the Project, the Plans and Specifications therefor shall be submitted to the Architectural and Landscape Control Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing within fourteen (14) days of submission or approval is automatic by means of acquiescence. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area or the Project as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of Plans and Specifications on such changes therein as it deems appropriate, and may require submission of additional Plans and Specifications or other information prior to approving or disapproving the material submitted. The Committee may also issue rules or guidelines regarding anything relevant to its functions, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. Such rules shall be known

as the Architectural and Landscape Control Design Guidelines. The ALCC may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including without limitation, environmental impact statements. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval.

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

(a) No more than one (1) residential unit shall be constructed on any Lot; however, if the size of the Lot permits, a single detached guest house for guests or domestic employees shall be considered as part of the same residential unit. Further provided that one (1) residential unit may be constructed on more than one (1) Lot in which event the Owner shall be required to pay assessments on the number of Lots owned and constructed upon absent approval of an alternative plan by the Board.

(b) All improvements shall be constructed in full compliance with all applicable zoning laws, building codes and other laws, ordinances and regulations applicable to the construction, use and occupancy of improvements.

(c) The placement of the improvements on a Lot, the type of roofs, exterior materials and building shapes shall be established in such manner as to be determined reasonable in the sole discretion of the Architectural and Landscape Control Committee and shall utilize fire retardant materials where practicable.

7.05 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder, but such meetings shall be held at least annually on or

about the first Tuesday in April of each year. The Committee may from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8.10. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

7.06 No Waiver of Future Approvals. The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatsoever subsequently or additionally submitted for approval or consent by the same or a different Person.

7.07 Compensation of Members. The members of the Committee shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. Such compensation shall be determined by Declarant while it has the right to approve or disapprove the members of the

Committee pursuant to Section 8.02 above and thereafter such compensation shall be determined by the Board.

7.08 Inspection of Work.

A. Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any Improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee.

(b) Within such reasonable time as the Committee may set in its Rules but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall issue a ruling determining whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Committee ruling. If the Owner does not comply with the Committee's ruling within such period, the Committee, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Committee upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Committee, the Committee shall levy a Special Assessment against such Owner and the Improvement in question and the land upon which the same is situated for reimbursement and the same shall constitute a lien upon such land and Improvement and be enforced as in this Declaration provided.

(d) If for any reason after receipt of said written notice of completion from the Owner, the Committee fails to notify the Owner of any noncompliance within the period provided above in subparagraph (b) of

Section 8.08A, the Improvement shall be deemed to be in accordance with said approved Plans and Specifications.

B. Work in Progress. The Committee may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (b) of Section 8.08A. If the Owner denies that such noncompliance exists, the procedures set out in subparagraph (c) of Section 8.08A shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board should find that such noncompliance exists.

7.09 Nonliability of Committee Members. Neither the Committee nor any member thereof nor the Board nor any member thereof shall be liable to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members, as the case may be. Except insofar as its duties may be extended with respect to a particular area by a Supplemental Declaration filed by Declarant or by Declarant and a Major Developer, as the case may be, the Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which

would result to the surrounding area. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes which may be applicable to the planned construction.

7.10 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee. If such a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration, the Architectural Design

Guidelines or any Supplemental Declaration for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

7.11 Obligations with Respect to Zoning and Subdivisions.

A. The Architectural and Landscape Control Committee shall require all Persons to comply fully with the zoning and master plan designations enacted for CHICHESTER ESTATES by the Board of County Commissioners of Douglas County, Nevada, and with all applicable federal, state and local laws, regulations and ordinances, insofar as the same is applicable and as the same may hereafter be amended from time to time.

7.12 Relinquishment of Architectural Control To Subassociations. So long as Declarant is entitled to appoint the Board of Directors, Declarant may, at its sole discretion, relinquish to any Subassociation established pursuant to a Supplemental Declaration under this Declaration the right to appoint its own architectural committee for the area which is subject to such Supplemental Declaration; and after Declarant is no longer entitled to such appointment power, the Board of the Association may make such relinquishment. No such relinquishment shall be effective, however, without the written acceptance of the Subassociation. If such relinquishment is made, then the

architectural committee of such Subassociation shall have all rights, powers, functions, duties and obligations with respect to the area subject to the Supplemental Declaration as are granted to the Architectural and Landscape Control Committee by this Article VIII or by any other sections of this Declaration and the Subassociation shall have all rights, powers, functions, duties and obligations with respect to such Subassociation architectural committee as are granted to the Association with respect to the Architectural and Landscape Control Committee by this Article VIII or by any other sections of this Declaration.

ARTICLE VIII

FUNDS AND ASSESSMENTS

8.01 Mortgage Protection. Notwithstanding any other provision of the Chichester Estates Restrictions, no lien created under this Declaration, nor any lien arising by reason of any breach of the Chichester Estates Restrictions, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Lot, made in good faith and for value perfected before the date on which the assessment sought to be enforced became delinquent. However, after the fore-

closure of any such first Mortgage or Deed of Trust or after any conveyance in lieu of foreclosure, such Lot shall remain subject to the Chichester Estates Restrictions and shall be liable for all regular Assessments and all special Assessments levied subsequent to completion of such foreclosure or delivery of such conveyance in lieu of foreclosure, and to all installments of all regular and special Assessments levied prior to completion of such foreclosure or delivery of such conveyance but falling due after such completion or such delivery.

8.02 Effect of Amendments on Mortgages. Notwithstanding the provisions of Section 10.02, below, no amendment of Section 9.08 of this Declaration shall affect the rights of any Beneficiary whose Mortgage or Deed of Trust has the first and senior priority as provided in Section 9.08 and who does not join in the execution thereof, provided that its Mortgage or Deed of Trust is recorded in the real property records of Douglas County prior to the recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust shall be subject to such amendment.

ARTICLE IX

MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least a majority of the Owners in the Chichester Estates Project and recorded in the Douglas County real property records.

9.02 Amendment.

A. Special Provisions. No amendment of Article VIII shall be effective as to any Beneficiary who does not join in the execution thereof provided that its Mortgage or Deed of Trust is recorded in the real property records of the county prior to the recordation of such amendment. Subject to the preceding sentence, and except as set forth below, no amendment of this Section 9.02 shall be effective unless adopted by eighty percent (80%) or more of the total number of lots in the project at the time of the proposed amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Douglas County in the manner herein provided.

B. By Declarant. Except as provided in Section 9.02A, this Declaration may be amended by the Declarant

until eighty percent (80%) of the total number of units in the project are sold or so long as the Declarant is entitled to exercise development rights, whichever is longer; provided, however, that no such amendment by Declarant shall be effective without Notice and Hearing, and if the Owners, other than Declarant, controlling eighty percent (80%) or more of the total number of units, object to such amendment proposed by Declarant, such amendment shall not be effective. No amendment by Declarant shall be effective until there has been recorded in the real property records of the county, an instrument executed and acknowledged by Declarant and setting forth the amendment.

9.03 Notices. Any notice permitted or required to be given by the Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Committee for the purpose of service of notices, or to the residence of such Person if no address has been given to the Committee. Such address may be changed from time to time by notice in writing given by such Person to the Committee.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their

purposes of creating a uniform plan for the development and operation of Chichester Estates and of promoting and effectuating the fundamental concepts of Chichester Estates as set forth in Article I of this Declaration. This Declaration shall be construed and governed under the laws of the State of Nevada.

9.05 Enforcement and Nonwaiver.

A. Right of Enforcement. Except as otherwise provided herein, any Owner, at their own expense, Declarant and the Board shall have the right to enforce all of the provisions of the Chichester Estates Restrictions against any property within and the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. The right of any Owner to so enforce such provisions shall be equally applicable without regard to whether the land (or other interest) of the Owner seeking such enforcement or the land (or other interest) whereon or with respect to which a violation of such provision is alleged is initially set forth on Exhibit A or is hereafter subjected to this Declaration pursuant to Section 3.02, above.

B. Violation a Nuisance. Every act or omission whereby any provision of the Chichester Estates Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner, at their

own expense, by Declarant, or by the Board, whether or not the relief sought is for negative or affirmative action. However, only Declarant, the Board and the duly authorized agents of either of them may enforce by self-help any of the provisions of the Chichester Estates Restrictions, and then only if such self-help is preceded by reasonable notice to the Owner in question.

C. Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within the Chichester Estates is hereby declared to be a violation of the Chichester Estates Restrictions and subject to all of the enforcement procedures set forth in said Restrictions.

D. Remedies Cumulative. Each remedy provided by the Chichester Estates Restrictions is cumulative and not exclusive.

E. Nonwaiver. The failure to enforce any provision of the Chichester Estates Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions.

9.06 Construction.

A. Restrictions Severable. Each of the provisions of the Chichester Estates Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All Captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, Sections or Articles hereof.

D. Liberal Construction. It is the intention of Declarant that this Declaration be liberally construed to promote the purpose of a well planned community, reserving to the Declarant the rights necessary to complete the project and to insure the integrity of the interrelated land uses.

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

CHICHESTER ESTATES JOINT VENTURE
by: CSC Limited Liability Company
Managing Venturer

DOUGLAS COUNTY

NEVADA PACIFIC LAND COMPANY

Lewis Pierce
LEWIS PIERCE, PRESIDENT

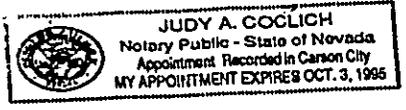
O/S NEVADA LIMITED LIABILITY

By: Charles K. Coker
CHARLES K. COKER
Manager/Partner
TRINITY ALPS WATER COMPANY
Lewis Pierce
LEWIS PIERCE, AUTHORIZED SIGNATURE

STATE OF NEVADA)
Douglas County) ss.
Carson City

On September 7, 1995, personally appeared before me,
a notary public, CHARLES L. COKER, MANAGER/PARTNER, personally known (or proved)
to me to be the person whose name is subscribed to the foregoing
document, and who acknowledged to me that he executed the
foregoing document.

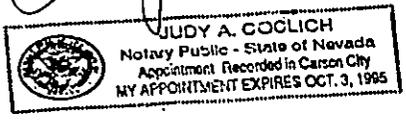
Judy A. Coclitch
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF DOUGLAS)

ON SEPTEMBER 11, 1995, personally appeared before me, a notary public,
LEWIS PIERCE, PRESIDENT OF PACIFIC LAND COMPANY, AND LEWIS PIERCE, AUTHORIZED
SIGNATURE OF TRINITY ALPS WATER COMPANY, personally known to me to be the
person whose names are subscribed to the foregoing document, and who acknowledged to me that he executed the foregoing instrument.

Judy A. Coclitch
JUDY A. COCLITCH, NOTARY PUBLIC



370296

BK0995PG1703

DOUGLAS COUNTY

EXHIBIT 'A'

Lots 1 thru 12, in Block A; Lot 123, in Block B; Lots 116 thru 122, in Block C; Lot 115, in Block D; Lots 113 and 114, in Block E; Lots 111 and 112, in Block F; Lots 104 thru 110, in Block G; Lots 95 thru 103, in Block H; Lots 92 thru 94, in Block I; Lot 91, in Block J; Lots 88 and 89, in Block K; Lots 58 thru 87, in Block L; Lots 51 thru 57, in Block M; Lots 42 thru 50, in Block N; Lots 18 thru 41, in Block O, Lots 13 thru 17, in Block P; and Lots 90, 124 thru 138, as set forth on the FINAL SUBDIVISION MAP FSM-2006 OF CHICHESTER ESTATES PHASE 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 12, 1995, in Book 995, page 1407, as Document No. 370215.

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'95 SEP 13 P12:07

370296

BK0995PG1704

LINDA SLATER
RECORDER
59 PAID KO DEPUTY

AMENDMENT #1 TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHICHESTER ESTATES

Pursuant to the written approval of the parties effected by the Chichester Estates Covenants, Conditions and Restrictions as called for in Article 9.02B thereof, the aforesaid document is amended as follows:

1. Article 1.34 shall be amended in its entirety and shall hereafter read: Visible from Neighboring Property. With respect to any given object, such object shall be defined as an object that is or would be visible to a person six feet tall standing at an elevation equal to the average, original, final graded elevation of the lot from which the object is viewed. This paragraph shall not apply to vehicles properly stored pursuant to the conditions of Article 5.05 of this agreement as amended in Amendment #1.

2. Article 4.17 shall be amended striking all wording after "In" in line 10 and inserting the following:

In no event shall any recreational vehicle, travel trailer, camp trailer, motor home, camper or other similar recreational vehicle be parked on a vacant lot, or in front of any residence. Guests of a residence may park their recreational vehicles in the driveway of a lot containing a completed residence for not more than two (2) nights and thereafter the vehicle will be subject to being towed at the owner's expense.

3. Article 5.05 shall be amended striking all wording commencing with the word "in" in line 9 through and including the word "property" in line 10. Inserted in place thereof shall be the following:

"in an enclosed structure or behind a solid fence of a height not less than six (6) feet nor more than eight (8) feet, in the side or rear yard of any completed residence, excluding the street frontage side yards of corner or cul-de-sac lots. No portion of the stored vehicle may project beyond the corner of the house side wall of the home constructed on the lot on which the vehicle is stored."

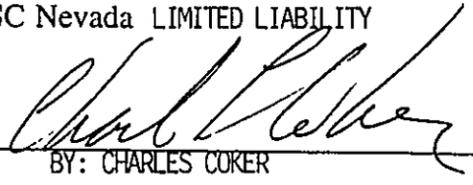
The foregoing is hereby approved by the declarant pursuant to the receipt of approval as called for in Article 9.02B of the agreement.

IN WITNESS WHEREOF, the declarant has executed this amended on the day and year set forth below.

CHICHESTER ESTATES JOIN VENTURE

BY: Nevada Pacific Land COMPANY BY: CSC Nevada LIMITED LIABILITY

BY: LEWIS PIERCE, PRESIDENT


BY: CHARLES COKER

TRINITY ALPS WATER COMPANY

BY: LEWIS PIERCE, AUTHORIZED SIGNATURE

0409316

BK0397PG4416

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California
County of Sacramento

On March 25, 1997 before me, CORAZON J. CHUA, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared CHARLES COKER
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Corazon J. Chua
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Amendment #1 to Covenants, Conditions and Restrictions for Chester Estate
TITLE OR TYPE OF DOCUMENT

2
NUMBER OF PAGES

3/25/97
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CSC Nevada

Nevada Pacific Land
SIGNER(S) OTHER THAN NAMED ABOVE

0409316

BK0397PG4417

DOUGLAS COUNTY

IN WITNESS WHEREOF, the declarant has executed this amended on the day and year set forth below.

CHICHESTER ESTATES JOIN VENTURE , Consisting of:

BY: Nevada Pacific Land Company BY: CSC Nevada Limited Liability

Lewis Pierce
BY: LEWIS PIERCE, PRESIDENT

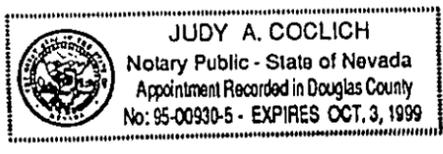
BY: _____

TRINITY ALPS WATER COMPANY
Lewis Pierce
BY: LEWIS PIERCE, AUTHORIZED SIGNATURE

STATE OF NEVADA)
COUNTY OF DOUGLAS)ss.

This instrument was acknowledged before me on March 27, 1997 by : LEWIS PIERCE AS PRESIDENT AND LEWIS PIERCE AS AUTHORIZED SIGNATURE

Judy A. Coclich
Notary Public



RECORDED BY
WESTERN TITLE COMPANY, INC.
IN OFFICE OF CLERK OF
DOUGLAS COUNTY, NEVADA

WHEN RECORDED MAIL TO:
WESTERN TITLE COMPANY, INC.
RETURN TO FILE

'97 MAR 27 P3:36

Page 3 of 3

0409316
BK0397PG4418

16 PAID DEPUTY

**NOTICE OF ADDITION OF LAND/DECLARATION OF
ANNEXATION OF CHICHESTER ESTATES
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CHICHESTER ESTATES**

THIS NOTICE OF ADDITION OF LAND/DECLARATION OF ANNEXATION is made this 2nd day of May, 2002, by CHICHESTER ESTATES JOINT VENTURE, made up of CSC Nevada Limited Liability Company, and Mr. Bob F. Spence, an individual, with regard to Chichester Estates, hereinafter referred to as "Declarant," with reference to the following facts:

A. Declarant recorded a document entitled Declaration of Covenants, Conditions and Restrictions for Chichester Estates on September 3, 1995, in the Official Records of Douglas County, Nevada, as Document No.370296 in Book No.0995 at Page No.1652, and Amendment #1 to Covenants, Conditions and Restrictions for Chichester Estates recorded on March 27, 1997 in the Official Records of Douglas County, Nevada as Document No.409316 in Book No.0397 at Page No.4415; and

B. The Declaration provides in Article 3.02 thereof that Declarant may annex additional property by the recordation of a Notice of Addition of Land containing, among other things, a description of the land to be annexed and Declarant's written consent if the added land is not then owned by Declarant; and

C. Declarant is the owner of all property being annexed; and

D. It is the desire and the intention of Declarant that the property known as Chichester Estates, described on Exhibit "A" attached hereto and incorporated herein by this reference, and owned by Declarant, be annexed to the property described in the Declaration.

NOW, THEREFORE, pursuant to Article 3.02 of the Declaration of Covenants, Conditions and Restrictions for Chichester Estates, recorded on September 3, 1995, in the Official Records of Douglas County, Nevada, as Document No. 370296 in book No. 0995 at Page No. 1652, and Amendment #1 to Covenants, Conditions and Restrictions for Chichester Estates recorded on March 27, 1997 in the Official Records of Douglas County, Nevada as Document No. 409316 in Book No. 0397 at Page 4415; and

1. The property described in Exhibit "A" shall be and is annexed and made subject to the Declaration of Covenants, Conditions and Restrictions for Chichester Estates, above referenced. All of the real property described in Exhibit "A" hereto shall be held, sold, leased, transferred and conveyed subject to the terms, provisions, covenants, conditions, restrictions and

0541525

BK0502PG01722

easements of the Declaration as it may be hereinafter amended and supplemented. The burdens and benefits of said Declaration shall run with the real property described in Exhibit "A."

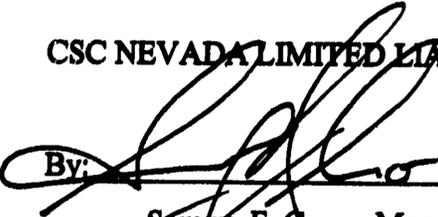
2. The Declarant, as owner of all the property described in Exhibit "A," hereby grants its consent to the annexation of said property.

IN WITNESS WHEREOF, the Declarant has executed this Notice of Addition of Land/Declaration of Annexation of Chichester Estates into the Declaration of Covenants, Conditions and Restrictions for Chichester Estates and Amendment #1, this 2nd day of May, 2002.

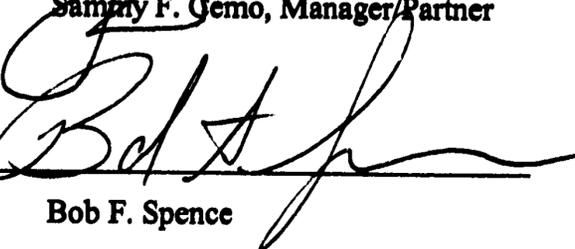
CHICHESTER ESTATES JOINT VENTURE

A Nevada Joint Venture, Declarant, consisting of:

CSC NEVADA LIMITED LIABILITY

By: 

Sammy F. Gemo, Manager/Partner

By: 

Bob F. Spence

0541525

BK0502PG01723

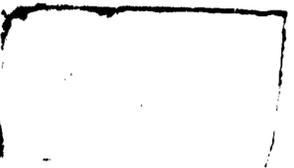
EXHIBIT 'A'

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Lots 1 through 8 in Block A; Lots 9 through 17 in Block B; Lots 18 through 32 in Block C, Lots 33 through 44 in Block D Lots 45 through 54 in Block E, of CHICHESTER ESTATES PHASE 10 Final Subdivision Map #1006-10 according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on April 25, 2002, in Book # 0402, at Page 7623, as Document # 540511.

APN# 1320-33-812-002.

0541525
BK0502PG01724



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of EL DORADO } ss.

On MAY 2, 2002, before me, CORAZON J. CHUA Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared SAMMY F. CEMO BOB F. SPENCE
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Corazon J. Chua
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

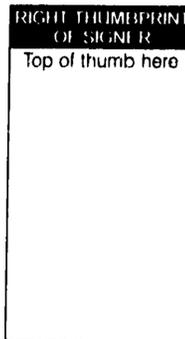
Description of Attached Document NOTICE OF ADDITION OF LAND / DECLARATION OF
Title or Type of Document: ANNEXATION / DECLARATION OF CCRs FOR Chichester Estate

Document Date: 5/2/2002 Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

- Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: CSC Nevada LLC

0541525

BK0502PG01725

[REDACTED]

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 MAY -6 PM 3: 58

LINDA SLATER
RECORDER

\$ ^{18.00} PAID *Bl* DEPUTY

0541525
BK0502PG01726

