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CARSON CITY

When Recorded Mail To:
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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTH POINTE PHASE 3

Received and Reviewed by:

Signature

Date

Signature

Date

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SOUTH POINTE PHASE 3**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 27th day of MARCH, 1997, by Landmark Homes and Development, Inc. (hereinafter referred to as "Declarant").

RECITALS:

The Declarant is the owner of all that certain real property located in Carson City, 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 is located in the southeast portion of Carson City 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 South Pointe Phase 3 mutually beneficial conditions and restrictions for the benefit of all owners of Lots 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 is and henceforth 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 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 Architectural and Landscape Control Committee. The committee created pursuant to Article V hereof (hereinafter sometimes referred to as "Committee" or "ALCC").

1.02 Architectural and Landscape Control Committee Rules. The rules adopted by the Architectural and Landscape Control Committee pursuant to Section 5.03 hereof (hereinafter sometimes referred to as "Design Guidelines").

1.03 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 5.03 of this Declaration.

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

1.05 Builder. An Owner of a Lot who has purchased the Lot for purposes of constructing a residence thereon and selling to a subsequent purchaser.

1.06 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.

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

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

1.09 Improvement. Any structure and all appurtenances thereto of every type and kind, including but not limited to a building, outbuilding, patio, garage, shed, doghouse, mailbox, aerial, antenna, road, driveway, parking area, walk, fence, screening wall, retaining wall, stair, deck, landscaping, court, gate, statute, marker, hedge, windbreak, plant, planted tree and shrub, sign, exterior air conditioning, 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.

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

1.11 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.

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

1.13 Notice and Hearing. Ten (10) days' written notice given as provided in Section 8.03 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.

1.14 Owner. The record owner of any Lot subject to this Declaration. "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.

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

1.16 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.

1.17 Project. All real property and improvements thereto situated in Carson City and more particularly described as SOUTH POINTE PHASE 3.

1.18 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.

1.19 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.

1.20 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 (4) 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 Carson City Municipal Code.

1.21 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.

1.22 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.

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

1.24 Visible From Neighboring Property. With respect to any given object, such object is or would be visible to a person six (6) feet tall standing on an assumed floor elevation two (2) feet 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

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:

2.01 Antennas. Television antennas and radio transmitting and receiving antennas for shortwave or ham radio installation shall not be installed on any lot. Satellite dishes shall be allowed if not visible from the street.

2.02 Insurance Rates. Nothing shall be done or kept in the Project which will increase the rate of insurance on any Lot, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any Lot, if any, or which would be in violation of any law.

2.03 Signs. No signs, billboards or advertising structures of any kind may be displayed for public view on any lot except one professional sign not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or Declarant to advertise the property during the construction and sales period.

2.04 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.

2.05 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 thereof.

2.06 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 written approval of the Architectural and Landscape Control Committee.

2.07 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.

2.08 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.

2.09 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.

2.10 No Temporary Structures. No tent or shack or other temporary building, Improvement or structure shall be placed upon any property, except 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.

2.11 Accessory Outbuildings. No accessory outbuildings (e.g. garages or sheds) shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event shall any accessory outbuilding or temporary structure or trailer or tent, ever be used for human occupancy or habitation. Unattached accessory outbuildings may be constructed only as may be approved in writing by ALCC; provided, however, that the height of any

accessory outbuilding on lots adjacent to Silver Sage Drive shall not exceed the height of the rear yard fence or be no less than ten (10) feet from the property line.

2.12 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 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, 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 Declarant.

2.13 No Dumping. No Owner shall dump any rubbish or refuse on any area located within the Project.

2.14 Vehicles. 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 South Pointe Phase 3 Rules. Rules may be established by Declarant and who may from time to time, in its sole discretion, adopt, amend and repeal said rules. Rules may prohibit or limit the use thereof within specified parts of South Pointe Phase 3 and may also provide parking regulations and may adopt other rules regulating the same. In no event shall any travel trailer, motor home (R.V.), snow mobile, boat, or boat trailer or unlicensed vehicle of any kind be kept, parked in or upon any portion of any lot, except within the garage or not otherwise visible from the street; provided, however, that 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.

(a) No personal automobile shall be permitted to remain upon any lot, including, without limitations, streets, alleys or driveways, either stored, unattended, on blocks, or unrepaired unless within an enclosed structure approved by the ALCC, which structure shall be placed or maintained in the rear or on the side of, or attached to a residence.

(b) No personal automobile, recreational vehicle or equipment, commercial vehicle or equipment, or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced, or repainted on a lot unless: 1) such activity is performed within a completely enclosed garage or structure, 2) such activity has received the prior written approval by the ALCC, and 3) such activity is screened from the sight and sound from streets and neighboring residences. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

(c) As used in this section, "recreational vehicle or equipment" shall include trailers, boats, campers, trailer coaches, buses, house cars, motor homes, off-road vehicles, or any other similar type of equipment or vehicle.

(d) Temporary parking shall mean parking of vehicles belonging to guests of owners and commercial vehicles and equipment being used in the furnishing of services to the owners and parking of vehicles and equipment belonging to or being used by owners for loading and unloading purposes.

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

(f) On-street parking is prohibited in the Project.

2.15 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, 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.

2.16 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.

2.17 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.

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

2.19 Landscaping. Each residence shall be landscaped by the Owner. Within 120 days of completion of the residence or during the next growing season following completion of the residence, whichever is later, the owner shall have completed the landscaping of the residence in compliance with plans and specifications therefore which have been submitted to and approved in writing by the ALCC as to harmony of external design and location in relation to surrounding structures and topography. Landscaping plans shall be submitted to the ALCC within thirty (30) days after completion of a residence detailing the type of landscaping intended and date for completion of same. Following scheduled completion, such landscaping shall be maintained by the owner in an attractive condition in accordance with any architectural standards promulgated.

2.20 No Direct Access. Lots adjacent to Silver Sage Drive shall have no direct access to said public street.

ARTICLE III

PERMITTED USES AND RESTRICTIONS-RESIDENTIAL AREAS

3.01 Residential Areas. All property within any residential area shall be improved and used solely for residential use; except that for models utilized by Declarant or Declarant's representative, Declarant or Declarant's representative may, in its sole and absolute discretion, permit the use of models for sales activity.

3.02 Improvement and Use. 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.

3.03 Residential Use; Rentals. No residence on any Lot shall be used for any purpose other than Single-Family Residential Use. All residences shall have a minimum of 1,300 square feet of living space and a garage sufficient for parking a minimum of two automobiles. The ground floor area of the main structure exclusive of open porches and garages, shall not be less than 400 square feet. 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.

3.04 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) of each species of 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.

3.05 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, 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 lasting no longer than twenty-four hours, 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. 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.

3.06 Window Covers. Curtains, drapes, shutters or blinds which are compatible with the external decor may be installed as window covers. No window cover shall be made or shall any window be covered with aluminum foil, or similar material.

3.07 External Decor. No structure shall be painted or otherwise decorated in any color or in any manner which is not in keeping with the natural surroundings or is otherwise objectionable or detrimental to surrounding residences. The determination of what is objectionable or detrimental to surrounding residences shall be made by the ALCC.

3.08 Maintenance of Lawns, Plantings and Landscape. Each Owner or the Builder shall complete the landscaping on the Owner's Lot, including planting lawn, shrubs, trees or ground cover, within the period set forth in Section 2.19, 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.

3.09 Fences. Each Owner or the Builder shall complete a fence, six (6) feet in height, made of wood, on the Owner's Lot within one hundred eighty (180) days of the date of the purchase of the Lot by Owner with a completed residential structure. The fence shall entirely enclose the rear portion of the Lot and shall extend to the front of the Lot no further than the front of the residential structure on the Lot. From the street to the front of the residential structure there shall be no fences or walls over four (4) feet in height. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines. There shall be no fences or walls over six (6) feet in height anywhere within the Development without Committee approval. All fences and walls shall conform to the specifications set forth in Exhibit "B" attached hereto and by this referenced incorporated herein, or shall be approved by the Committee prior to installation and detailed plans therefor shall be submitted to the Committee as in the case of other structures if the specifications differ from Exhibit "B". Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee. Security boundary fences or decorative fences within the Development shall not be removed, tampered with, painted, altered or injured in any way.

3.10 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 ALCC. 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 re-establishing any slope.

ARTICLE IV

PERMITTED USES AND RESTRICTION-OTHER AREAS

4.01 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 "A". Any repair or

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

4.02 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 lots owned or leased by the Declarant as models, management offices, sales and resale 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 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, models, sales, resales, management, customer service, and similar purposes. The reservation of this easement to facilitate sales also applies to any land covered by these Covenants, Conditions and Restrictions. Any such sales and marketing facilities and areas shall be maintained at the sole cost of the Declarant so long as Declarant is the sole user of such areas.

ARTICLE V

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

5.01 Architectural and Landscape Control Committee. 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.

5.02 ALCC Approval. No action described in Section 5.01 above may be taken by an Owner or caused by an Owner to be taken until all requirements which may be imposed by Carson City have been fully satisfied, and the plans and specifications showing the nature, kind, color, shape, dimensions, materials, and location of the same shall have been submitted for approval in writing as to harmony of external design and location in relation to surrounding structures and to topography by the ALCC provided in Paragraph 5.03 hereinbelow. In the event the ALCC fails to approve or disapprove such design and location in writing within forty-five (45) days after said plans and specifications have been submitted to it, approval by the ALCC shall not be required.

5.03 Architectural and Landscape Control Committee.

(a) Organization. The ALCC shall consist of three (3) members each of whom shall serve a term of one (1) year. The Declarant shall appoint all of the original members of the Committee and all replacements thereto until the second

anniversary of the recording of the Final Map of the Project, and further, Declarant reserve the power to appoint a majority of the members of the Committee until ninety percent (90%) of all lots in the Project have been sold. Any members of the ALCC not selected by the Declarant as provided for hereinabove shall be elected by a majority of the owners. Any meeting conducted by the owners shall require written notice sent to all members, at least ten (10) days in advance of such meeting, and any such meeting, to constitute a quorum, shall require fifty-one percent (51%) of the owners being present in person or by proxy. A majority of owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion to select members of the ALCC. Each owner shall have one (1) vote for every lot owned. The vote for each such lot may be cast only as a unit and fractional votes shall not be permitted. In the event joint owners are unable to agree among themselves as to how their vote(s) shall be cast, they shall lose their right to vote on the matter in question. All members appointed to the ALCC by the owners shall be lot owners. Members appointed to the Committee by the Declarant, however, need not be lot owners. Members appointed or elected to the ALCC may serve more than one (1) term.

(1) Quorum. For purposes of any action to be taken by the ALCC as provided for in this Article V, a quorum of the ALCC shall be two (2) or more members. Action may be taken by the ALCC by a majority vote of the members of the Committee.

(2) Appointment and Removal. Except as otherwise provided above, the election and removal of ALCC members shall be by Fifty-One Percent (51%) of the owners.

(3) Resignations. Any member of the ALCC may at any time resign from the ALCC upon written notice.

(4) Vacancies. Except as otherwise provided above, vacancies on the ALCC, however caused, shall be filled by the owners. Any new member elected to replace a member who has resigned or has been removed shall serve such member's unexpired term.

(5) Compensation. No member of the ALCC shall receive any compensation or make any charges for his services as such.

(b) Duties. It shall be the duty of the ALCC to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt, if necessary or desirable as set forth in subparagraph (k) below, Architectural Design Guidelines, and to carry out all other duties imposed upon it by these restrictions.

(c) Meetings. The ALCC shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of a quorum of the members shall constitute an act by the Committee and the Committee shall keep and maintain a written record of all actions taken by it at

any such meeting. Any owner who has submitted proposals or plans as provided hereunder which are to be considered by the ALCC at a meeting shall have the right to attend said meeting, although said Owners' participation at said meeting may be limited by the Committee, in its sole discretion.

(d) Application for Preliminary Approval. Any owner proposing to perform any work that requires a prior approval of the ALCC may apply to the Committee for preliminary approval by submission of preliminary drawings of the proposed improvements. The purpose of the preliminary approval procedure is to allow an owner proposing to make substantial improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows:

(1) Within forty-five (45) days after proper application for preliminary approval, the ALCC shall consider and act upon such request. The ALCC shall grant the approval only if the proposed improvement would be entitled to a final approval on the basis of a full and complete application. Failure of the ALCC to act within said forty-five (45) day period shall constitute an approval. In granting or denying approval, the ALCC shall give the applicant such directions, in writing, concerning the form and substance of the final application for approval as it deems proper or desirable for the guidance of the applicant.

(2) Any preliminary approval granted by the ALCC shall be effective for a period of 120 days from the date of the issuance thereof. During said period, an application for final approval of plans for proposed improvements in accordance with the provisions of the preliminary approval and is otherwise acceptable under the terms of these Restrictions, shall be approved by the ALCC.

(3) In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject improvements.

(e) Application for Final Approval. Whether or not preliminary approval was applied for or granted, any owner proposing to perform any work that requires the prior approval of the ALCC shall apply to such Committee for approval by notifying the ALCC of the nature of the proposed work with such information as the Committee may require by any Architectural Design Guidelines. A building permit shall not be obtained by an owner without obtaining the prior final approval of the ALCC as described herein.

(f) Basis for Approval of Improvements. The ALCC shall grant the requested approval only if:

(1) The owner shall have complied with the provisions of subparagraph 5.03(e); and

(2) A majority of a quorum of the ALCC in their sole discretion determine that the proposed improvements would be compatible with the other property subject to these restrictions and the purposes of these restrictions as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The discretion of the members of the Committee in acting upon any proposals and plans shall be exercised in a reasonable manner.

(g) Form of Approval. All approvals given under subparagraph 5.03(f) shall be in writing; provided, however, that any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the ALCC shall be deemed approved.

(h) Proceedings With Work. Upon receipt of approval from the ALCC pursuant to subparagraph 5.03(g) above, the owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval.

(i) Failure to Complete Work. The owner shall complete the construction, reconstruction, refinishing, or alteration or any such improvement within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the owner or his agents.

(j) Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(1) Upon completion of any construction or refinishing of any improvements for which approval of the ALCC is required or was obtained and after all construction debris and materials have been removed from the site, the owner shall give written notice thereof to the ALCC.

(2) Within thirty (30) days thereafter, the ALCC may, but shall not be obligated to, inspect such improvement to determine whether it was constructed or refinished in substantial compliance with the approved plans. If the ALCC finds that such construction or refinishing was not done in substantial compliance with the approved plans, it shall notify the owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the owner to remedy such non-compliance.

(3) If upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the ALCC shall set a date on which a hearing before it shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30)

days nor less than fifteen (15) days after notice of the non-compliance is given to the Owner by the ALCC. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Committee to the owner and in the discretion of the Committee to any other interested party. Any owner shall be permitted to attend said hearing.

(4) At the hearing, the Owner, and in the ALCC's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Committee shall determine whether there is a non-compliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Committee shall require the owner to remedy or remove the same within a period of not more than forty five (45) days from the date of the Committee's ruling. If the owner does not comply with the Committee ruling within such period or within any extension of such period as the Committee, in its discretion, may grant, the Committee at its option, may either remove the non-complying improvement or remedy the non-compliance and the owner shall reimburse the Committee for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the owner to the Committee, the Committee may levy a reimbursement assessment against such owner pursuant to Article VII of these Restrictions.

(5) If for any reason the ALCC fails to notify the owner of any non-compliance within thirty (30) days after receipt of said notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

(k) Architectural Design Guidelines. The ALCC may from time to time adopt, amend and repeal by majority vote of a quorum of its members rules and regulations to be known as Architectural Design Guidelines, interpreting and implementing the provisions of these restrictions and setting forth procedures and design and construction criteria to be followed in submitting proposals to the Committee. Except for Architectural Design Guidelines adopted by the ALCC appointed by Declarant, any such rules adopted, amended and repealed by the Committee shall not become effective until ratified by 51% of the owners. A copy of the Architectural Design Guidelines as they may from time to time be adopted, amended or repealed and ratified by owner action as hereinabove set forth, shall be maintained by the Committee and shall be available for inspection and copying by any owner at any reasonable time. The following minimum standards and restrictions shall comply to any construction work performed on the property:

(1) No more than one residence unit shall be constructed on any private lot. The residential structure shall not contain less than 1,300 square feet of living area.

(2) 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.

(3) The placement of the improvements on a private lot, the type of roofs, exterior materials and building shapes shall be established in such a manner as to be determined to be reasonable by the ALCC.

(1) Estoppel Certificates. Within thirty (30) days after written demand is delivered to the ALCC by any Owner, and upon payment to the Committee of a reasonable fee as fixed from time to time by the Committee, the ALCC shall record an estoppel certificate executed by a majority of its members certifying, with respect to any private lot of said Owner, that as of the date thereof either: (a) all improvements made and other work done upon or within said private lot comply with these restrictions; or (b) such improvements or work do not so comply in which event the certificate shall also identify the non-complying improvements or work and set forth in particularity the basis of such non-compliance. Any purchaser from the owner or from anyone deriving any interest in said private lot through such owner shall be entitled to rely on said certificate with respect to the matters therein set forth, and such matters shall be conclusive as between all Owners and such person deriving any interest through them.

(m) Liability. Neither the ALCC nor any member thereof shall be liable to any owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development of any property subject to these Restrictions, or, (d) the execution and filing of an estoppel certificate pursuant to 5.03(1) above, and whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him.

ARTICLE VI

REPAIR AND MAINTENANCE

6.01 Repair and Maintenance by Owner. Every owner shall: (a) maintain the exterior of his residence, walls, fences and roof of such residence in good condition and repair; and (b) install and thereafter maintain in attractive condition landscaping.

6.02 Standards for Maintenance and Installation. (a) Maintenance of the exterior of the residences, including without limitation, walls, fences, roofs, and landscaping shall be accomplished in accordance with the architectural and/or performance standards and policies, only after approval of the Committee; and (b) all slopes or terraces on any residence shall

be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining residences.

ARTICLE VII

FUNDS AND ASSESSMENTS

7.01 Reimbursement Assessments. In the case of the ALCC expending monies in accordance with the provisions of Article V above, the Committee shall have the right to levy a reimbursement assessment against the lot affected.

7.02 Creation of Lien - Personal Obligation of Assessments. The reimbursement assessments provided in Paragraph 7.01 above together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot against which each such assessment is made, which lien shall be created and enforced in accordance with the provisions of this Article VII. Each such assessment together with late charges, interest, costs and penalties, shall also be the joint and several personal obligation of each person who was an owner of such lot at the time the assessment fell due.

7.03 Effect of Non-Payment of Assessments - Lien Rights-Remedies of the Committee. Every owner shall be deemed to covenant and agree to pay the assessments provided for in this Declaration, and further, agree to the enforcement of such assessments in the manner provided for in this Declaration.

(a) Delinquency. Any assessment charge which an owner is obligated to pay shall be a debt for each owner at the time the assessment is levied. In the event of default by any owner in the payment of any such assessment, such amounts as may be in default, together with interest thereon at the rate of twelve percent (12%) per annum, a \$25.00 late fee and all costs which may be incurred by the Committee in the collection of such charges, including reasonable attorney fees, shall be and become a lien upon the lot and building of the defaulting owner upon the recording in the Office of the County Recorder of a Notice of Assessment.

(b) Notice of Creation of Assessment Lien. The Notice of Assessment shall not be filed of record unless and until the Committee or a person designated by it, shall have delivered to said defaulting owner, not less than fifteen (15) days prior to the recordation of such Notice of Assessment, a written Notice of Default and a demand upon the defaulting owner to cure same within said fifteen (15) days period and shall expire and be null and void, unless within thirty (30) days after recordation of said Notice of Assessment, the Committee records a Notice of Default, as hereinabove provided.

(c) Foreclosure Sale. Not less than ten (10) days nor more than thirty (30) days from the filing of said Notice of Assessment, the Committee shall begin proceedings to cause the

property of said default owner to be sold in the same manner as a sale as provided in the applicable laws governing power of sale foreclosures or through judicial foreclosure.

(d) Enforcement of Lien by Suit. If any action is filed by the Committee to enforce the provisions of this Article, any judgment rendered against the defaulting owner shall include all costs and expenses and reasonable attorney fees, necessarily incurred in prosecuting such action.

7.04 Homestead Waiver. Each owner does hereby waive to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any installment of maintenance charges becomes delinquent or any lien is imposed, pursuant to the terms hereof.

7.05 Curing of Default. Upon the timely payment or other satisfaction of all delinquent assessments set forth in the Notice of Assessment filed and recorded in accordance with this Article, and all other assessments which have become due and payable with respect to the lot as to which such Notice of Assessment was filed and recorded, together with all costs (including reasonable attorney's fees) and all late charges and interest which have accrued thereon, the Committee shall file and record a satisfaction and release of the lien created by the Notice of Assessment. A fee of \$50.00 covering the cost of preparation and recordation shall be paid to the Committee prior to such action. The satisfaction of the lien created by the Notice of Assessment, shall be executed by any member of the Committee. For the purpose of this paragraph, the term, "costs", shall include costs and expenses actually incurred or expended by the Committee in connection with the cost of preparation and recordation of the Notice of Assessment and in efforts to collect the delinquent assessments secured by the lien and a reasonable sum for attorney fees.

7.06 Priority of Assessment Lien - Subordination of Lien. Any lien created or claimed under the provisions of this Declaration, is expressly made subject and subordinate to the rights of the beneficiary of any first deed of trust upon the entire project or upon any lot therein, made in good faith and for value and no such lien shall, in any way, defeat, invalidate or impair the obligation or the priority of such first deed of trust unless the beneficiary thereof shall expressly subordinate his interest, in writing, to such lien.

7.07 Rights of Committee-Waiver of Owners. Each owner hereby vests in and delegates to the Committee or its duly authorized representatives, the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, or otherwise against any owner(s) for the collection of delinquent assessments in accordance herewith and hereby expressly waives any objection to the enforcement in accordance with this Declaration, of the obligation to pay assessments as set forth herein.

ARTICLE VIII

MISCELLANEOUS

8.01 Term. This Declaration, including all of the Covenants, Conditions and Restrictions hereof, shall run until December 31, 2025, unless amended as herein provided. After December 31, 2025, this Declaration, including all such Covenants, Conditions and Restrictions, shall be automatically extended for successive periods of ten (10) years, unless amended or extinguished by a written instrument executed by at least a majority of the Owners in the Project and recorded in the Carson City Real Property Records.

8.02 Amendment.

A. Special Provisions. No amendment of Article VII 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 Declaration shall be effective unless adopted by a vote of owners of 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 Carson City in the manner herein provided.

B. By Declarant. Except as provided in Section 8.02 A., this Declaration may be amended by the Declarant until eighty percent (80%) of the total number of lots 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 lots, 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.

8.03 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.

8.04 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 South Pointe Phase 3 and of promoting and effectuating the fundamental concepts of South Pointe Phase 3 as set forth in Article I of this Declaration. This Declaration will be construed and governed under the laws of the State of Nevada.

8.05 Enforcement and Nonwaiver.

A. Right of Enforcement. Except as otherwise provided herein, any Owner, at their own expense, and Declarant shall have the right to enforce all of the provisions of these Covenants, Conditions and 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.

B. Violation a Nuisance. Every act or omission whereby any provision of these Covenants, Conditions and 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, whether or not the relief sought is for negative or affirmative action. However, only Declarant and the duly authorized agents may enforce by self-help any of the provisions of these Covenants, Conditions and 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 South Pointe Phase 3 is hereby declared to be a violation of these Covenants, Conditions and Restrictions and subject to all of the enforcement procedures set forth in said Restrictions.

D. Remedies Cumulative. Each remedy provided for herein is cumulative and not exclusive.

E. Nonwaiver. The failure to enforce any provision of these 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.

8.06 Construction.

A. Restrictions Severable. Each of the provisions of these Covenants, Conditions and Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity 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.

8.07 Continuing Liability for Assessments. No Owner may exempt himself from liability for assessments by abandonment of his property.

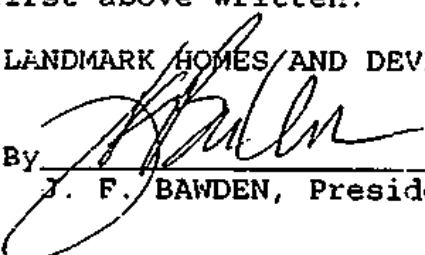
8.08 Cumulative Remedies. Each and all legal or equitable remedies provided for herein, shall be deemed to be cumulative, whether so expressly provided for or not.

8.09 Joint and Several Liability. In the case of joint ownership of a lot, the liability of each of the owners thereof in connection with the liabilities and obligations of owners, set forth in or imposed by this Declaration, shall be joint and several.

8.10 Subordination of Assessment Lien to Mortgages. Any holder of a first mortgage or any third party purchasers who come into possession of a lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, (or by deed in lieu of foreclosure), shall take the property free of any claim for unpaid assessments or charges against the mortgage lot, which accrued prior to the time such holder comes into possession of a lot. The lien assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed on the properties subject to assessments; provided, however, that said subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property by foreclosure or deed in lieu. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

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

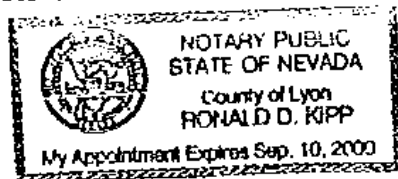
LANDMARK HOMES AND DEVELOPMENT, INC.

By 

J. F. BAWDEN, President

STATE OF NEVADA)
LYON COUNTY) ss.
~~CARSON CITY~~)

On MARCH 27, 1997, personally appeared before me, a notary public, J. F. BAWDEN, personally know (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTH POINTE PHASE 3.



Ronald D Kipp
Notary Public

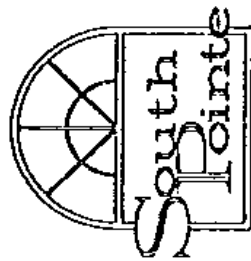
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EXHIBIT "A"

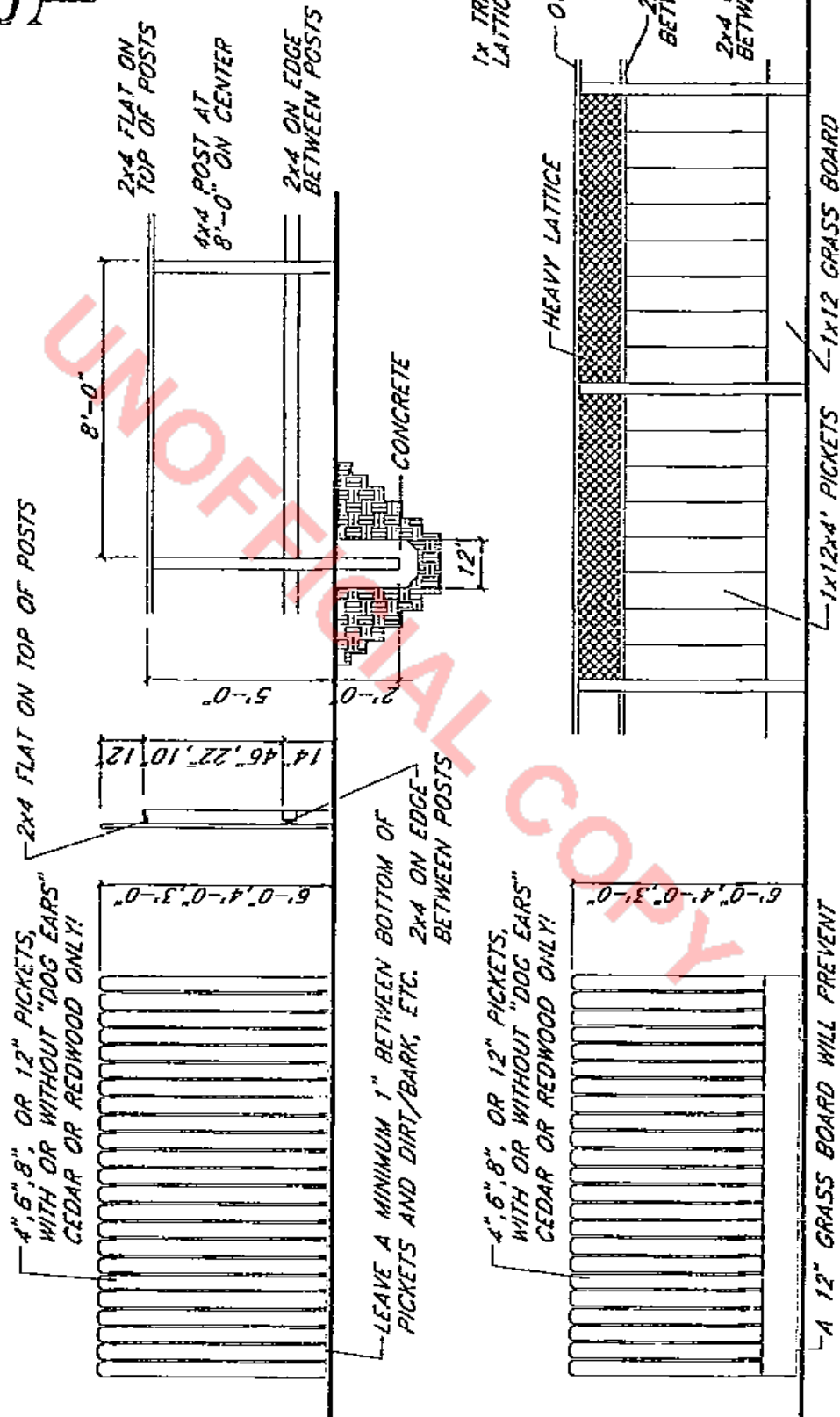
LEGAL DESCRIPTION
FOR

SOUTH POINTE PHASE 3

**The lands shown on the Final Map for South Pointe
Phase 3, as filed in the Official Records of Carson
City, Nevada on the 25th day of March, 1997 in
Book 8, Page 2210, File No. 200537**



**SOUTH POINTE SUBDIVISION
C.C.R. EXHIBIT "B"
APPROVED FENCE DESIGN**



APPROVED
ALTERNATE

RECOMMENDED
ALTERNATE

1x12 GRASS BOARD WILL PREVENT ROTTING OF PICKETS AND IS EASY TO REPLACE

UNOFFICIAL COPY

FILED FOR RECORD
ON REQUEST OF
NORTHERN NEVADA TITLE COMPANY
'97 MAR 27 P3:13

FILE NO. 200680
COUNTY CLERK
OFFICE OF THE CLERK
350 W. 3rd St. Reno, NV 89501
350 W. 3rd St. Reno, NV 89501

When recorded, please return to:
Landmark Homes & Development, Inc.
P.O. Box 21670
Carson City, NV 89721

FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTH POINTE PHASE 3

THIS AMENDED DECLARATION, made on the date hereinafter set forth, by LANDMARK HOMES AND DEVELOPMENT, INC., hereafter "Declarant".

W I T N E S S E T H:

WHEREAS, pursuant to Section 8.02 B. of Article VIII, the Declaration of Covenants, Conditions and Restrictions previously recorded on March 27, 1997, as Document Number 200680, may be amended by an instrument in writing subject to acknowledgement by the Declarant until eighty percent (80%) of the total number of lots in the project are sold.

WHEREAS, Declarant has sold forty-four percent (44%) of the total number of lots in the project and presently holds title to fifty-six percent (56%) of the lots in the project.

NOW, THEREFORE, Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions as follows:

1. ARTICLE II, SECTION 2.14 entitled "Vehicles" is hereby deleted in its entirety and a new ARTICLE II, SECTION 2.14 entitled "Vehicles" is added as follows:

2.14 Vehicles. 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 South Pointe Phase 3 Rules. Rules may be established by Declarant and who may from time to time, in its sole discretion, adopt, amend and repeal said rules. Rules may prohibit or limit the use thereof within specified parts of South Pointe Phase 3 and may also provide parking regulations and may adopt other rules regulating the same. In no event shall any travel trailer, motor

home (R.V.), snow mobile, boat, or boat trailer or unlicensed vehicle of any kind be kept, parked in or upon any portion of any lot, except within the garage or behind a six (6) foot fence constructed in accordance with the provisions of Section 3.09; provided, however, that 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.

(a) No personal automobile shall be permitted to remain upon any lot, including, without limitations, streets, alleys or driveways, either stored, unattended, on blocks, or unrepaired unless within an enclosed structure approved by the ALCC, which structure shall be placed or maintained in the rear or on the side of, or attached to a residence.

(b) No personal automobile, recreational vehicle or equipment, commercial vehicle or equipment, or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced, or repainted on a lot unless: 1) such activity is performed within a completely enclosed garage or structure, 2) such activity has received the prior written approval by the ALCC, and 3) such activity is reasonably screened from the sight and sound from streets and neighboring residences. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

(c) As used in this section, "recreational vehicle or equipment" shall include trailers, boats, campers, trailer coaches, buses, house cars, motor homes, off-road vehicles, or any other similar type of equipment or vehicle.

(d) Temporary parking shall mean parking of vehicles belonging to guests of owners and commercial vehicles and equipment being used in the furnishing of services to the owners and parking of vehicles and equipment belonging to or being used by owners for loading and unloading purposes.

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

(f) On-street parking is prohibited in the Project.

2. ARTICLE III, SECTION 3.05 entitled "Unsightly Articles" is hereby deleted in its entirety and a new ARTICLE III, SECTION 3.05 entitled "Unsightly Articles" is added as follows:

3.05 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; provided, however, that trailers, motor homes, recreational vehicles,

graders, trucks other than pickups, boats, 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 may be kept, except when in actual use, in an enclosed structure or screened behind a six (6) foot fence constructed in accordance with the provisions of Section 3.09. 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. 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.

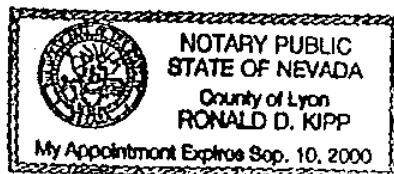
IN WITNESS WHEREOF, the undersigned has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions to be executed this 18th day of May, 1998.

LANDMARK HOMES AND DEVELOPMENT, INC.

By [Signature]
J. F. BAWDEN, President

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

On May 18, 1998, before me, a Notary Public, personally appeared J. F. BAWDEN, President of LANDMARK HOMES AND DEVELOPMENT, INC., known to me to be the person who executed the foregoing instrument.



[Signature]
Notary Public

UNOFFICIAL COPY

FILED FOR RECORD
IN THE REQUEST OF
NORTHERN NEVADA UTILITY COMPANY

'98 MAY 19 P3:20

. 217703

FILE NO.
ALAN GLOVER
CARSON CITY RECORDER
FEES. 10.00