

DECLARATION OF PROTECTIVE COVENANTS
SADDLEHORN DEVELOPMENT COMPANY

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DECLARATION OF PROTECTIVE COVENANTS
SADDLEHORN DEVELOPMENT COMPANY

THIS DECLARATION is made on this 1st day of January, 1989,
by SADDLEHORN DEVELOPMENT CO., (the Declarant).

RECITALS

Declarant is the owner of that certain real property located in the County of Washoe, State of Nevada, described in the Supplemental Declaration attached hereto as Exhibit "AA" and made a part hereof and contemplates developing the same into lots and parcels.

Declarant intends to sell and convey lots and parcels within Exhibit "AA" and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots and parcels therein, the owners and future owners thereof, and the declarant.

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

I. DEFINITIONS

The following terms as used in this Declaration are defined as follows:

- A. "Articles" means the Articles of Incorporation of the Association.
- B. "Association" means Saddlehorn Homeowners Association, the property owner's association which is a Nevada non-profit corporation.
- C. "Board" means the Board of Directors of the Association.
- D. "By-laws" means the By-laws of the Association.
- E. "Committee" means the Saddlehorn Architectural Committee.

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F. "Common Area" means all of the real property designated as such in the Supplemental Declaration; all real property which may be later described by supplemental declarations as common area; and all real property acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be constructed thereon and owned by the Association, including, but not limited to recreational and community facilities, lakes, parks, paths and trails.

G. "Declarant" means the Declarant above named and any other developer of any portion of the Saddlehorn property, its successors and assigns.

H. "Declaration" means the Declaration of Protective Covenants and any amendments hereto.

I. "Development" means all that real property situated in the County of Washoe, State of Nevada, described in the Supplemental Declaration and all other real property which may be described in additional supplemental declarations recorded from time to time with the Washoe County Recorder, which development is commonly known as the Saddlehorn Development.

J. "Improvements" means all buildings, outbuildings, streets, roads, trails, pathways, driveways, parking areas, fences, retaining and other walls, landscaping, light standards, antennas and any other structures of any type or kind.

K. "Lot" means any numbered single family lot shown on a map.

L. "Map" means the maps of the development as they are from time to time recorded.

M. "Public Lands" means lands held and owned by the Nevada Trust for Public Lands as designated on a supplemental Declaration.

N. "County Parks" means lands held and owned by the Washoe County Parks Department as designated a supplemental Declaration.

O. "Owner" means:

1. Any person or legal entity, including Declarant, who holds fee simple title to any lot, unit, or parcel within the development.

2. Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement recorded in the Washoe County, Nevada Recorder's Office, in which case the seller under said agreement shall cease to be the owner while said agreement is in effect; or

3. A lessee of a lot under a recorded lease from the owner of fee simple title to said lot for a term of not less than fifty (50) years, in which case the lessor under said lease ceases to be the owner while said lease is in effect.

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

Q. "Single Family Dwelling" means a residential structure for the owner and his immediate family, his casual guests and his domestic servants and domestic

employees, which dwelling is constructed on a lot designated in a Supplemental Declaration as a single family residential lot.

R. "Supplemental Declaration" means:

1. The recorded Supplemental Declaration of Declarant ^{recorded concurrently} ~~attached hereto as~~ ~~Exhibit A~~ ~~or~~ ~~herewith~~; or
2. In the case of parcels being subsequently annexed to the development, the recorded Supplemental Declaration of a Declarant which incorporates the provisions of this Declaration therein by reference.
3. Supplemental Declarations recorded from time to time as herein provided.

Supplemental Declarations shall include a description of the real property covered thereby and shall designate the permitted uses of such property, and any amendments to this declaration which are applicable to the land covered by such supplemental declaration.

II. LAND USE

Lots and parcels in the Supplemental Declaration shall be designated therein as to their permissible uses and shall thereupon become subject to the restrictions or other provisions of this Declaration relating to such uses. In the event a use is designated for which no such provisions as are contained herein (e.g., single family dwelling,) the same may be set forth in such Supplemental Declaration. Only activities connected with the designated uses may be carried out on any lot or parcel. There shall be no use of a lot or parcel other than the designated use.

A. Single Family Residential

Only single family dwellings and such outbuildings as are usually accessory thereto and as may be permitted by the Committee shall be permitted on any lot designated as single family residential. The following restrictions shall apply specifically to such lots:

1. Minimum Area - Each dwelling constructed shall have fully enclosed living area (exclusive of roofed or unroofed porches, terraces, garages, carports, guest houses or other outbuildings) not less than fifteen hundred (1,500) square feet.
2. Height Limitation - No structure or portion thereof (except chimneys) constructed on any lot within the development shall extend to a point higher than that designated for such lot on any applicable supplement to this Declaration of Protective Covenants filed with the Washoe County Recorder from time to time with respect to each unit of the development, which supplement shall be so filed prior to the Declarant conveying any lots within any such unit. (In the absence of such filing, height limitations within any unit shall be those for each such unit established by the Committee.)

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3. Building Envelope - The Declarant shall establish a building envelope for each lot. This envelope will be based upon the topography of the lot, it's relationship to neighboring lots, and any unique feature that the lot may have such as trees, meadows, rock outcroppings, etc. The size and shape of the building envelope may vary from lot to lot, but at no time shall any single family dwelling be located within fifty (50') feet of Holocene Fault traces. If, in the opinion of the Declarant certain lots do not warrant the establishment of a specially designated envelope, the envelope for those lots shall be set according to the normal setbacks of the governing local agency for that type of lot. In general, all building construction shall be confined to the building envelope area. If, in the opinion of the Committee, the building envelope shall cause the lot owner undue hardship in locating his home or accessory improvement, variances may be permitted by the Committee. Any such variance must be in writing and signed by the chairperson of the Committee.

B. Common Areas

All areas in the development designated as common areas (owned and to be owned by the Association) are and shall remain private property and Declarant's recordation of a map showing such common areas shall not be construed as a dedication to the public of any such common areas located thereon.

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

2. Use - The use and enjoyment of said common lands and improvements thereon, whether before or after conveyance to the Association, shall be subject to the power of the Association as set forth in its articles and by-laws and to such rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Board of the Association.

3. Maintenance - Maintenance of such common areas and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance thereof to the Association; thereafter, the Association shall have sole responsibility thereof.

4. Subsequent Dedication - At any time after conveyance to the Association of any common areas, the Association may, upon the affirmative vote of seventy percent (70%) of its memberships offer any such property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards. During the period of control of the Association by Mark & Fianna Combs, or Sam Jaksick, Jr. or the survivor of them or

their successors, as set forth hereinafter in Section V.B., none of the common areas of the Association shall be offered for dedication.

C. Public Lands

All areas in the development designated as public land (owned and to be owned by the Nevada Trust for Public Lands) shall be for the use and enjoyment of the general public and in no way shall be construed to mean private property held by the Association.

1. Ownership - Declarant will convey all such public land to the Nevada Trust (except as set forth herein) free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements and rights-of-way as they appear of record, such conveyances shall be accomplished in segments located thereon as shown on the recorded maps of the development as completed.

2. Use - The use and enjoyment of said public lands and improvements thereon after conveyance to the Nevada Trust, shall be for the public subject however, to the powers of the Association as set forth in its articles and by-laws and to such rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Board of the Association.

3. Maintenance - Maintenance of such public lands and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance thereof to the Nevada Trust; thereafter, the Association shall have sole responsibility thereof.

D. County Parks

All areas in the development designated as county parks (owned and to be owned by the Washoe County Parks Department) shall be for the use and enjoyment of the general public and in no way shall be construed to mean private property held by the Association.

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

2. Maintenance - Maintenance of such county parks and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance to the Washoe County Parks Department (the County); thereafter, the Association shall have sole responsibility thereof except as to improvements constructed thereon by the county, as to which improvements the county shall have the duty to maintain the same.

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III. RESIDENTIAL RESTRICTIONS

The following shall be applicable to all lots within the development, and each owner covenants to observe and perform the same:

A. **Accessory Outbuildings** - No accessory outbuildings (e.g., garages or sheds) shall be erected on any lot prior to the erection thereon of a dwelling. In no event shall any temporary structure, motorhome, trailer or tent ever be used for human occupancy or habitation. Only such guest houses or servants quarters as may be approved in writing by the Committee as a necessary outbuilding may be used for human occupancy or habitation. Unattached accessory outbuildings may be constructed only as may be approved in writing by the Committee.

B. **Completion of Construction** - Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. Declarant or the Association may remove any such nuisance or repair or complete the same at the cost of the owner, provided the owner has not commenced required work within thirty (30) days from the Association or the Declarant posting a notice to commence such work upon the property and mailing a copy of such notice to the owner at the address appearing on the books of the Association. Such notice shall state the steps to be taken to eliminate the nuisance. Neither the Association nor Declarant nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed, nor shall the Association or Declarant, or any of their agents or employees, be liable for any failure to exercise the right to also maintain any parcel or lot.

C. **Prohibition Against Used Structure** - No used or existing or previously constructed buildings or structures, intended for use as a dwelling or outbuilding, shall be placed on any lot from the date of recording this Declaration.

D. **Maintenance of Lots** - All lots, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, after giving thirty (30) days written notice in like manner as above set forth in Subparagraph B, through its agents and employees, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall be added to and become a part of the annual assessment to which such lot is subject. The Board of Directors has sole discretion as to what is unsightly or unsanitary. Neither the Association nor any of its agents, employees, or contractors

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shall be liable for any damage which may result from any maintenance work as performed nor shall the Association or any of its agents or employees be liable for any failure to exercise the right to maintain the lot.

E. **Disposal of Sanitary Waste** - All permanent plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the development.

F. **Fences** - Unless specifically restated in a supplemental declaration, the following general fencing guidelines shall apply. All property lines from single family dwelling houses to the street shall be kept free and open. There shall be no fences or walls over five (5) feet in height anywhere within the development without Committee approval. There will be designated kinds of fences that will be acceptable, generally being: a board fence, split rail cedar fence and natural rock fences. General fence designs including: height, materials, locations and colors will be specified in a supplemental declaration. Detailed plans thereof shall be submitted to the Committee as in the case of other structures. All properties adjacent to a road or park area must have a uniform split rail cedar (3 rail) fence. Any fence that falls into disrepair for 30 consecutive days will be treated as aforementioned in Section III B. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee.

G. **Nuisances** - No noxious or offensive activities or nuisances shall be permitted on any lot or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, compost materials and similar matter shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved.

H. **Signs and Lot Numbers** - Other than during construction of a house, no sign, billboard or advertising structure of any kind may be displayed on any lot or parcel except upon and receipt of written permission from the Committee. The Committee shall not unreasonably withhold permission with respect to signs advertising a lot for sale; however, the Committee may provide such signs of a standard size and color with space provided for insertion of the name and telephone number of the seller or seller's agent, which signs only shall be used if provided. During construction, one sign identifying the contractor or advertising a home for sale is permitted. Design, specifications and color to be provided by Association with a maximum area of eight hundred (800) square inches and the longest dimension not greater than thirty-six (36) inches. The sign is to be on its own post and shall not be placed higher than forty-two (42) inches from the prevailing ground plain. The sign must be placed no closer than twenty (20) feet to the nearest roadway and be

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approximately parallel to the centerline of the roadway. Wording of contractor shall be limited to the name, phone number and license number of the contractor, the words "contractor" or "general contractor" if not contained in the firm name, and the architect or designer and owner(s) of the home. Subcontractor and materialmen signs are prohibited. Contractor signs must be removed upon completion of construction. All residences shall have a designated lot number that is easily viewable from the road of such design that is consistent with the community and approved by the Committee. Signs not meeting the standards of size, color and other specifications set forth herein, or as approved by the Committee, will be removed from the premises where displayed. They will be held for fourteen (14) days in the administrative office of the Association to be claimed by owner. Exceptions to the above criteria may be granted by the Committee upon application. No other signs shall be permitted except as specified in this section.

I. **Animals** - No animals shall be kept or maintained on any lot except the usual household pets not kept for commercial purposes, which shall be kept reasonably confined so as not to become a nuisance. Household pets shall not unreasonably interfere with the comfort, privacy or safety of other owners within the development. No lot shall have more than three (3) such household pets. The Declarant may file a supplemental declaration allowing two (2) horses and or two (2) 4-H animals limited to cattle, sheep and llamas on specific lots, as designated. Clean up of animal waste shall comply with all county ordinances in effect.

J. **Garbage & Refuse Disposal** - There shall be no exterior burning of trash, garbage or other like household refuse without a permit from the Committee, nor shall any owner accumulate on his lot junked or unsightly vehicles (to be determined by the Association) or litter, refuse or garbage, except in receptacles provided for such purposes.

K. **Concealment of Fuel Storage Tanks & Trash Receptacles** Fuel storage tanks and every receptacle for ashes, trash, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, pond, lot, parcel, park, or common area within the Development except at the times when refuse collections are made.

L. **Antennas** - Television antennas (over 6' high), antennas for shortwave or ham radio installations (over 6' high) and satellite discs will not be installed on any lot or parcel without the express written permission of the Committee.

M. **Travel Trailers, Motor Homes & Boat Storage** - No travel trailer, motor home (RV), house trailer, boat or boat trailer, or other type of trailer shall be parked within the Development for more than twenty-four (24) consecutive hours nor for more than five (5) days in a thirty (30) day consecutive period, unless kept within the established fenced area of a lot or parcel, but not closer than seventy-five (75')

feet to an established road or park area. The intent of this paragraph is to allow only for loading and unloading of such vehicles within the development unless kept in an enclosed area as aforesaid.

N. Defacing or Removal of Park, Public Lands or Common Area Improvement - No tree, shrub or improvement within the park, trail, or common area shall be defaced or removed except at the express direction of the Association.

O. Limited Access - There shall be no access to any lot or parcel on the perimeter of the development except from designated streets or roads as shown on recorded maps of the development. Specifically, there shall be no access to Mt. Rose Highway from any street or road other than Thomas Creek Road.

P. Resubdivision or Joinder of Lots - No lot or parcel shall be further subdivided nor shall there be any severance of the surface and subsurface rights. The owner of two (2) or more contiguous lots may apply to the Committee for permission to use such lots as the site of a single dwelling. Notwithstanding such permission, said lots shall remain as separate lots for all purposes except that the building envelope described above in Paragraph II. A.3 shall be revised by the Committee to reflect the joinder of lots.

Q. Operation of Motor Vehicles - Except as to authorized maintenance vehicles, no motorized vehicle shall be operated in any area within the development except on a street or driveway. All speed limit and other traffic control signs erected within the development shall be observed at all times. Motorized vehicles are specifically prohibited on all paths, trails, walkways or public areas.

R. Utility Lines - All utility lines and connections within the development shall be placed underground. No light shall be suspended from a pole in excess of ten (10) feet from the ground within the development except those owned and maintained by the public utility company, the Declarant or the Association or as expressly approved in writing by the Committee.

S. No Commercial Enterprise - No business or commercial enterprise shall be performed or conducted upon any lot or within any dwelling or outbuilding within the development, except for a home business as allowed under Chapter 110.088 of the Washoe County Code covering planning and zoning and for construction and sales activities directly related to and during the development stage of the development. Permission for any temporary construction or sales facility must be approved in writing by the Committee and may be revoked at any time by the Committee. Nothing herein contained shall be construed as preventing the construction of improvements within the development approved by the Committee.

T. Temporary Structures - No temporary structure of any form or type shall be permitted on any lot or parcel except during construction of a specific unit on that lot or parcel and as approved by the Committee.

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U. Peaceful Enjoyment - No use of any lot or structure within the development shall annoy or adversely affect the use, value, occupation and enjoyment of adjoining properties or the general neighborhood. Final determination within these bounds shall be left to the discretion of the Association.

V. Excavation - No excavation for minerals, stone, gravel or earth shall be made upon any lot other than excavation for necessary construction purposes relating to the main dwelling unit, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping and landscaping, or in the erection of permitted fencing generally improving any lot.

W. Certificate of Occupancy - A certificate of occupancy must be issued by the appropriate governing building department prior to occupancy of any dwelling unit.

X. Clotheslines - No clothesline shall be constructed or erected which would be visible from any street, public lands, common area, park or other lot.

Y. Landscaping - Within eight (8) months of completion of the main dwelling unit, each lot or parcel shall be completely landscaped consistent with approved landscape plans in a manner suitable to the character and quality of the Saddlehorn Development, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development. Landscaping must meet the applicable fire protection districts requirements for establishing the minimum defensible space and all such landscaping shall be continually maintained consistent with the standards of the development, good husbandry practices and the applicable fire protection districts requirements. Extensive use of colored ornamental rock will not be deemed acceptable. Rocks encountered through excavation must be utilized in an approved manner or removed from the site. A minimum of three (3) 15-gallon evergreen trees will be planted between the front lot line and dwelling unit as part of the overall landscape plan. There may be specific landscape requirements on designated lots in accordance with a supplemental declaration.

Z. Garage - Every dwelling unit constructed within the subdivision shall have on the same lot or parcel enough completely enclosed and covered automobile storage space for at least two (2) standard or larger size automobiles.

AA. No Commercial Leasing - No owner of any lot shall participate in any plan or scheme for the rental of the improvements on such lot, nor shall any such lot be operated as a commercial venture. Nothing in this paragraph shall prevent an owner of a lot from renting the lot and improvements thereon during periods of such owner's absence.

BB. Chimneys - All exterior chimneys must be of wood, brick, stone, or metal. Chimneys must be of such a color as to blend in aesthetically with the residence and will be subject to approval by the Committee. Chimneys must be

equipped with spark arrestors consistent with applicable county and or fire protection districts regulations.

CC. Driveways - Driveway cuts will be limited to one (1) per lot, unless otherwise approved by the Architectural Review Committee. In order to preserve uniformity, a culvert design profile will be included (for areas without curbs) in a supplemental declaration. The maximum entrance widths shall be sixteen (16) feet. The use of one (1) driveway for more than one (1) site will be encouraged by the Committee. However, the approval of a common driveway shall require that a legal easement be established between the site owners prior to approval. All driveways to be of an approved hard surface (asphalt, concrete, brick, etc.) from the street to the garage.

DD. Exterior Lighting - All exterior freestanding light plans must be submitted to the Architectural Committee with construction plans. Exterior lighting which can be seen from the roads, the greenbelts, or a neighboring homesite must be indirect. The light source may not be visible in such circumstances, except for exterior lights referred to above in Section III. R.

EE. Exterior Walls & Trims - Natural wood species, natural stones, or other materials deemed in the character of the development by the Architectural Committee, are required for all exterior walls. Exterior colors must harmonize with the surrounding landscape and all colors are subject to approval by the committee. All reflective metal, such as chimney stacks, flashings, exhaust vents and pipes, must be painted to match or blend with surrounding materials. All such colors are also subject to approval by the Committee. The Declarant may file supplemental declarations specifying acceptable colors of stains and paints. All draperies and window coverings should also be of materials and colors which harmonize with the surroundings and should be chosen with consideration of neighbors and neighboring views, especially along greenbelts and roads. Aluminum windows, door frames, solar panels and skylights must be a compatible color. Steel window and door frames must be painted to match or blend with surrounding materials. The use of plywood siding is discouraged but will be considered by the Committee. Solar panels will be subject to approval by the Committee.

FF. Mailboxes - Mailboxes and newspaper holders shall be of one standard design, selected by the Committee to be shared on one common post by adjacent property owners as designated.

GG. Roofs - All roofing materials must be of an approved material by the fire protection district. Roofing materials and colors must be submitted and approved by the Committee with the construction drawings. Flat roofs are highly discouraged.

HH. Removal of Trees, Rocks, Shrubs or Other Natural Vegetation - All removal of rocks, trees, shrubs or other natural vegetation must be shown on the

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construction plans and approved by the Committee.

II. **Construction Procedures** - Prior to the commencement of any construction activity on any lot or parcel, the owner and/or contractor shall rope off those areas not intended for actual construction or staging to protect the site from unnecessary damage to foliage and to reduce erosion and dust problems. The site shall be kept in a clean and orderly fashion at all times and the contractor shall have approved sanitary facilities on site as well as a garbage dumpster or other suitable device for regular disposal of trash. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any common areas. Construction work hours shall be limited to 7 A.M. to 6 P.M. Monday through Saturday. The Committee may require the contractor to submit an erosion protection plan to control possible sedimentation travel to parks, greenbelts, streams, lakes or other common areas when in the sole opinion of the Committee it is deemed necessary. If requested, this plan will be submitted prior to any construction activity and carried out diligently.

JJ. **Wood Stoves and Fireplace Inserts** - Only wood stoves and fireplace inserts that meet or exceed the 1986 Oregon emission standards for particulate matter may be installed in the development. As Washoe County has adopted and effectuated standards for wood stoves and fireplace inserts, all wood stoves and fireplace inserts installed in the development after the effective date of such County Ordinances shall meet the standards of such ordinances.

IV. THE ARCHITECTURAL CONTROL COMMITTEE

A. **General Powers** - All improvements constructed or placed on any lot or parcel must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by not less than two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvements proposed to be constructed, proposed material staging area, the existing topography with a minimum contour interval of two (2) feet; front, rear and all side elevations, showing the structures relationship to the existing and finished topography, all cuts and fills, the color and composition of all exterior materials to be used, landscape plan, and any other information which the Committee may require, including soil and engineering reports and recommendations, if requested by the Committee. All such plans shall be designed by either a registered architect or a licensed residential building designer. In the event a lot owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural or

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architectural changes shall require the lot owner to submit complete plans thereof to the Committee as in the case of erecting new structures. Failure of the Committee to comment on any application, properly submitted, within forty-five (45) days of receipt by the Committee at its office shall be deemed approval of such application by the Committee. The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, or as may be referred to the Committee by the Association with the Committee's consent, with application for such decisions and the renderings thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee, in which case the Committee shall have forty-five (45) days after the resubmission to comment thereof.

B. Committee Membership - The Committee shall be composed of not less than three (3) nor more than seven (7) members, to be appointed by Saddlehorn Development Co., at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.), with the first Committee to consist of Mark Combs, Fianna Combs, Rob Nichols, and a member of the allied physical design professions to be named at the first Committee meeting. Committee members shall be subject to removal by Declarant, and any vacancies from time to time existing shall be filled by appointment of Declarant, except that the Committee need have no more than three (3) members. The power to appoint or remove Committee members shall be transferred permanently to the Association upon the sale of all lots or parcels within the development, or at any time prior thereto at the discretion of Declarant. A quorum shall consist of at least three (3) Committee members. A decision may be rendered by a majority of Committee members at which a quorum is present.

C. Grounds for Disapproval - The Committee may disapprove any application:

1. If such application does not comply with this Declaration;
2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

D. Rules & Regulations - The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria, which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; provisions for notice of approval or disapproval, and various approval criteria. Copies

of such rules shall, if adopted, be available to each buyer of a lot within the development at the time of close of escrow and shall be maintained at the office of the Committee. Prior to receiving final approval from the committee, owner(s) of the lot upon which a Committee approval is being requested must enter into an Improvement Agreement with the Association. Said Improvement Agreement shall be of a form as shown on an Exhibit of the Supplemental Declaration and is subject to modification by the Committee from time to time.

E. **Variances** - The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting hereof in the opinion of the Committee will not be materially detrimental or injurious to owners of other lots.

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

G. **Administrative Fees** - As a means of defraying its expenses, the Committee shall require a filing fee of \$100.00, to accompany the submission of plans and specifications for a new dwelling and a filing fee of \$50.00, for submitting plans for remodeling, additions or exterior redecorating color scheme. No additional fee shall be required for resubmission, nor shall a fee be required for proposals for erection of a fence not as part of the original construction. Such fees shall be used for the general costs of the Committee. In the event such fees are not sufficient from time to time to pay all costs of the Committee, including legal fees, any deficiency shall be the obligation of the Association.

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

I. **Principal Office** - The principal office of the Committee shall be at 542 Plumas Street, Reno, Nevada, 89509, or at such other address as the Committee shall notify the Association of in writing from time to time.

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J. Enforcement - In the event any improvement shall be commenced without Committee approval as herein required, or in the event any improvement is constructed not in conformance with plans therefore approved by the Committee, or not in conformance with this or any applicable supplemental declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in Section IX below, the Committee shall also have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this section, provided, however, that no suit or other proceedings shall be commenced by the Committee after the expiration of sixty (60) days from such violation coming to the attention of the Committee in writing. All costs of litigation, including attorney's fees, shall be charged to and paid by the defendant if the Association prevails. Such charges shall constitute a lien on such property owner's lot from the date of entry of the judgment therefore in the judgment docket, and shall be enforceable as any judgment. In the event the Association is not successful, each party shall pay its own costs and attorney's fees.

V. SADDLEHORN HOMEOWNERS' ASSOCIATION,
A NONPROFIT CORPORATION

A. General - The Association is a Nevada nonprofit corporation organized to maintain, develop and operate the common areas of and to assist in maintenance of park systems and other landscaping appurtenant to the development and improvements located thereon. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

B. Control of Association - Control of the Association shall be by Mark & Fianna Combs & Sam S. Jaksick, Jr., or the Survivor of Them (Combs & Jaksick) for the initial period of thirteen (13) years from and after June 9, 1989, or until the final map for the last unit in the development has been recorded, whichever shall last occur or at such sooner date at Combs and Jaksick's option, but in any event not more than twenty (20) years from said date, Combs and Jaksick, or the survivor of them, shall have sole management of the Association and the right to vote all memberships therein on all matters which may properly be voted on by members and such right therein set forth shall constitute, without further documentation, an irrevocable proxy coupled with an interest in favor of Combs and Jaksick, or the survivor of them, for the period of control herein set forth. In the event both Combs and Jaksick shall die or become legally incompetent prior to the time, control of the Association is to pass to the individual lot owners, as set forth below, control shall be exercised by a majority in number of all persons owning or holding a recorded option on undeveloped lots of the Saddlehorn property. Such majority shall select one (1) of

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their numbers to vote. Said person shall be designated in writing by a majority of such owners or holders of such option to the Secretary of the Association. Such successors shall have all of the rights conferred on Combs and Jaksick in this paragraph. From and after said initial period, all owners of lots within the development shall exercise full membership rights with respect to said Association; assessments may be levied as herein provided against all lot owners including Declarant to the extent the Declarant is the owner of a recorded lot or lots. Combs and Jaksick may not during said initial period (a) cause the Association to be dissolved, or (b) pledge, encumber or hypothecate any of the Association's property or cause the Association to borrow funds, except such as may be necessary for current expenses of the Association or for capital improvements or acquisitions by the Association.

C. **Membership** - Membership in the Association is limited to owners of single family lots as shown on recorded plats, and is automatic with and appurtenant to such ownership and may be represented by a membership certificate; provided, however, that no such certificate shall be transferred on the books of the Association until all prior charges and assessments against said membership shall have been paid in full. No other persons may become members. There is only one class of membership.

D. **Membership Rights, Privileges and Obligations** - The rights and duties, privileges and obligations appertaining to membership in the Association, including voting rights and assessment obligations, and penalties for failure to comply with the Association's rules and regulations are as set forth in its Articles and By-Laws. One (1) owner of more than one (1) lot or parcel shall be considered as one (1) member for the purpose of use of the facilities of the Association. In the event a corporation, partnership or association shall own any lot or parcel, such corporation, partnership or association shall designate, by corporate resolution certified by the secretary or by written consent of all partners or members delivered in each case to the Association, the name of the person who, together with his family, shall have the right to utilize the facilities of the Association.

E. **Duties of Association** - The Association shall have the duty of enforcing the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of the provisions hereof. In addition to such enforcement remedies as may be contained in the Articles and By-Laws of the Association, failure of any member to comply with the rules and regulations of the Association shall be deemed to be a violation of this Declaration and enforceable by the Association as other violations of this Declaration. The Association shall from and after June 9, 1989, be expressly required to maintain and repair and otherwise to manage to high standards all common areas, public lands and parks

owned or controlled by the Association and all improvements located on any of the foregoing. Specifically, the Association shall have the duty to maintain to County standards park areas A, B, & C, as described in the agreement between the Washoe County Board of Commissioners and Declarant and Sam and Thelma Jaksick, dated this 14th day of February, 1989, as required in said agreement, which said areas are to be deeded to Washoe County as provided in said agreement the Association shall indemnify and save Washoe County harmless of and from any and all liability or damage arising from or caused by the failure of the Association to fulfill its maintenance obligations as set forth in said agreement. The Association shall have the duty to maintain to Washoe County standards all linear parks within the Saddlehorn Development and as such linear parks are shown from time to time on recorded maps. As set forth in said agreement any and all refunds of the residential construction tax by Washoe County shall be refunded to the developers.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by these Declarations of Protective Covenants or its Articles and By-Laws. Declarant may sell any of such equipment, materials and supplies to the Association and the Association may purchase any of such equipment, materials and supplies provided the purchase price shall be the fair market value thereof.

VI. ASSESSMENTS

A. General - Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all lots in the development, including those of Declarant. Such assessments shall all be uniform.

B. Annual Assessments - Within thirty (30) days prior to the commencement of each calendar year, beginning with the year 1989, the Board shall consider the current and future needs of the Association (excluding expenditures for which special assessments may be levied), and in light of those needs shall fix by resolution the amount of annual assessment to be levied against each lot in the development, which amount shall be a debt of the owner thereof at the time such charge is made. Prior to June 9, 1989 all costs of undertaking and carrying out the duties of Association shall be paid by Declarant, its successors or assigns.

C. Special Assessments - Special assessments may be made by the Board upon an affirmative vote of a majority of the membership representing lots so assessed, upon a determination by the Board that such assessment is necessary for capital improvements of Association property or for purposes related to the health, safety and/or welfare of such lot owners or for the acquisition of additional Association property or for the benefit of Association members. No such special assessment shall

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be levied without benefit of a hearing for which at least twenty (20) days written notice shall be given to all affected lot owners. Special assessments may be made by the Board against any lot without notice or hearing to secure the liability of the owner thereof to the Association arising out of any breach of the provisions of this Declaration by such owner, which breach shall require the Association to expend funds by virtue thereof.

D. **Notice** - The secretary shall mail to each owner whose lot is assessed, at such owner's address within the development, written notice of each annual or special assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment is due and payable to the Association, any delay in sending such notice shall extend the due date of payment to the extent of the delay.

E. **New Units** - The lots in new units shall be subject to pay the next installment of the previously established annual or special assessment, due after the first sale of a single family lot by the developer thereof in such unit.

F. **Collection & Lien** - Annual assessments shall be paid either quarterly in January, April, July and October on the first day of each of said months or monthly on the first day of each month as determined by the Board. The amount of any special assessment levied by the Association shall be paid on the date required, with ten (10) days grace. The entire amount of such assessment, including any deferred portion of any annual or special assessment, plus any other charges thereon, (including late fees as set by the board), including interest at fifteen percent (15%) per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the Office of the Washoe County, Nevada Recorder a notice of delinquent assessment, which shall state the amount of such assessment, interest, costs, fees, (including attorney's fees), and any other charges, a description of the lot which has been assessed, and the name of the record owner of the property (see NRS 278A.150). Such notice shall be signed by the President or Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall within a reasonable time cause to be recorded a further notice stating the satisfaction and the release of said lien.

G. **Priority of Lien** - Conveyance of any lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens and property taxes recorded subsequent to said notice of assessment.

H. **Enforcement** - The lien provided for herein may be enforced by sale of the property which is subject to a notice of delinquent assessment, such sale to be made by the Association or any of its authorized officers or attorneys in accordance with the provisions of Covenants numbered 6,7, and 8 of NRS 107.030, and in accordance

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with the provision of NRS 107.080 and 107.090, applicable to the exercise of powers of sale in deeds of trust, or in any other manner provided by law. In exercising the power of sale herein contained, the Association shall be deemed to occupy the position of Trustee and Beneficiary and the delinquent lot owner the position of defaulting Trustor. In addition to the above enumerated items constituting the lien, the Association may also realize from the sale the costs of such sale together with a reasonable attorney's fee. The association may be a bidder at the sale. All sales shall be conducted in accordance with the provisions of NRS 278A.150 and 278A.160.

I. **Proof of Payment** - Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

J. **Suspension** - The Association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership, including voting rights, on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been brought current.

K. **Fiscal Year** - The Board may adopt a fiscal year other than a calendar year.

VII. EASEMENTS

A. **Reservation** - The following easements also constituting irrevocable licenses over each lot or parcel and the common areas and the right of ingress and egress to the extent reasonably necessary to exercise such easements and irrevocable licenses are reserved to Declarant and its licensees and where applicable for the benefit of the Association, the Declarant, its successors and assigns.

1. Utilities - Such utility easements as are shown on maps of various units within the Saddlehorn development recorded from time to time together with the right to extend all utility services within such easements to other areas being developed within the development itself for the installation, maintenance and operation of all utilities, including street lights and the accessory right to locate or to cut, trim or remove trees and planting wherever necessary in connection with such installation, maintenance and operation.

2. Slope & Drainage - A ten (10) foot wide easement across all lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

3. Paths, Trails & Greenbelts - An easement on, over, and under all paths,

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trails and greenbelts in the development for the purpose of installing, maintaining and operating utilities thereon or thereunder to all portions of the over-all Saddlehorn property for purposes of drainage control; for access to any lot or parcel within the development; and for the purposes of maintenance of such paths, trails and greenbelts and for providing access to undeveloped portions of the development for any and all purposes at any and all times, including but not by way of limitation, the right to use said paths, trails and greenbelts during construction of improvements on undeveloped portions of the development and as may be necessary from time to time in connection with maintenance and repair and operation of any pond, ditch or stream.

4. Other Easements - Any other easements shown on the maps of the development recorded from time to time with the Washoe County, Nevada Recorder.

5. Transfer of Easements - A conveyance of common areas to the Association, Washoe County or another entity shall transfer to such Association, Washoe County or other entity all easements herein reserved to Declarant which are necessary or convenient to the maintenance of such areas, which transfer shall not diminish the rights in and to said easements herein reserved. Nothing set forth herein shall be construed to impose on Declarant any duty or obligation of maintenance of paths, trails and greenbelts, utility lines, common areas or improvements thereon after conveyance of the common areas on which such may be located except that Declarant shall maintain such improvements until June 9, 1989. Declarant reserves to itself and its licensees the right to extend any and all utility lines (water, sewer, electrical, etc.), roads and any other improvements necessary with respect to the Saddlehorn project as a whole. Any easements required for the Associations' maintenance of such areas shall run in favor of the Association.

B. Use or Maintenance by Owners - The areas of any lot affected by the easements reserved herein shall be landscaped and maintained continuously by the owner of such lot, but no structures shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

C. Liability for Use of Easement - No owner shall have any claim or cause of action against any Declarant or the Association or their respective successors and assigns arising out of the use or nonuse of any easement reserved hereunder or shown on the map, by any person.

D. Modification - None of the easements and rights granted under this Section VII may be modified, terminated or abridged without the written consent of the persons in whose favor such easements run.

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VIII. ANNEXATION AND SUPPLEMENTAL DECLARATION

A. Property to be Annexed - Additional units may from time to time be annexed to the Association by filing a supplemental declaration adopting this Declaration of Protective Covenants, provided that only such units as constitute portions of the development may be annexed.

B. Manner of Annexation - A Declarant shall effect such annexation by recording a supplemental declaration which shall:

1. Describe the real property being annexed and designate the permissible use thereof:

2. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration; and

3. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property. Upon the recording of such map and supplemental declaration, the annexed area shall become a part of the development and shall be subject to the provisions hereof, as supplemented, as fully as if such area were part of the development on the date of recording of this Declaration.

C. Supplemental Declaration - Otherwise than for the purpose of effecting an annexation, supplemental declarations may be filed from time to time as permitted herein.

IX. REMEDIES

A. Enforcement - Declarant and each person to whose benefit this Declaration inures, including the Association, (and including Washoe County as to the provisions of II.A.3., III. O., III.P., III. Y., III. BB., III. GG., and VI. B.,) may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees. If funds are required to commence an action, a special assessment may be imposed on the lots affected to cover such costs.

B. Suspension of Privileges - The Board may, anything herein to the contrary notwithstanding, suspend all voting rights and all rights to use the Association's common area of any owner for any period during which any Association assessment against such owner's property remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof has been declared by the Board, including a violation by virtue of the failure of a member to comply with the rules and regulations of the Association.

C. Cumulative Rights - Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to

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any other remedy at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to a waiver by that party of any right available to him upon the recurrence of continuance of said violation or the occurrence of a different violation.

X. GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the other lots or parcels in the development to keep, observe, comply with and perform all of the provisions of this Declaration and shall further agree to the continuation to completion of the development and all parts and projected units therein in substantially the manner heretofore approved by the Regional Administrative Planning Commission.

XI. SEVERABILITY

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XII. CAPTIONS

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

XIII. AMENDMENT

The provisions of this Declaration shall be binding upon all parties claiming an interest in the development. Prior to Jan. 1, 2000 this Declaration may not be amended without the consent of Combs and Jaksick. This declaration may be amended by the affirmative vote of seventy percent (70%) of the then owners of all lots in the development entitled to vote until Jan 1, 2000, thereafter, this declaration may be amended by a majority of said owners. Notwithstanding the foregoing, no ammendment to paragraphs II.A.3., II.O., III.P., III.Y., III.BB., III.GG., or VI. B., shall be effective unless and until approved by an authorized representative of Washoe

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County. Amendment may be made by recording an amendment to this Declaration duly executed by (a) the requisite number of such owners required to effect such amendment; or (b) by the Association, in which latter case such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the secretary of the Association.

XIV. INTERPRETATION

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

XV. DISCLAIMER OF LIABILITY

Declarant disclaims any liability for repairs or maintenance of roads, or other improvements, including utility lines located within the common areas of the development from and after the date of conveyance of such common areas to the Association.

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

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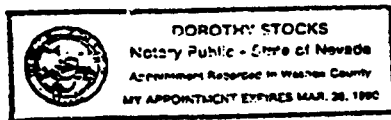
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DECLARANT
SADDLEHORN DEVELOPMENT COMPANY

BY *Mark Combs*
Mark Combs

STATE OF NEVADA] ss.
COUNTY OF WASHOE]

On this 24 day of June, personally appeared before me, a Notary Public, MARK COMBS, who acknowledged that he executed this Declaration of Protective Covenants on behalf of Declarant, Saddlehorn Development Company.



Dorothy Stocks
Notary Public

EXHIBIT "AA"

LEGAL DESCRIPTION
SADDLEHORN UNIT 1 BOUNDARY

Commencing at the northeast corner of Section 25, T. 18 N., R. 19 E., M.D.M.; thence along the north line of said Section 25, N 89°44'56" W, 445.00 feet to the TRUE POINT OF BEGINNING; thence from the true point of beginning continuing on said north line of Section 25, N 89°44'56" W, 2,064.59 feet; thence S 00°42'06" W, 150.00 feet; thence N 89°44'56" W 150.00 feet; thence N 00°42'06" E, 150.00 feet to the north 1/4 corner of said Section 25; thence continuing along said north section line N 89°56'17" W, 442.04 feet; thence leaving said north section line S 00°02'48" W, 105.12 feet; thence S 39°37'40" E, 725.73 feet; thence S 19°34'01" E, 241.54 feet; thence S 46°20'59" E, 129.05 feet; thence S 49°07'42" E, 60.00 feet; thence S 54°22'29" E, 156.44 feet; thence N 62°15'24" E, 278.10 feet; thence N 10°23'07" W, 55.01 feet; thence N 79°36'53" E, 202.00 feet; thence S 10°23'07" E, 198.00 feet; thence S 17°12'23" E, 86.00 feet; thence S 24°38'43" E, 89.56 feet; thence N 58°45'48" E, 50.01 feet; thence S 32°26'13" E, 249.95 feet; thence N 57°33'47" E, 16.27 feet; thence S 32°26'13" E, 175.85 feet; thence N 67°18'12" E, 56.01 feet; thence N 56°25'57" E, 133.04 feet; thence N 33°54'12" E, 178.24 feet; thence along the arc of a non-tangent curve to the right with a back tangent which bears S 08°51'40" W, with a radius of 1,397.00 feet, through a central angle of 19°11'08", an arc distance of 467.79 feet; thence S 61°57'12" E, 88.00 feet; thence along the arc of a non-tangent curve to the right with a back tangent which bears S 28°02'48" W, with a radius of 1,309.00 feet, through a central angle of 02°13'00", an arc distance of 50.64 feet, to a point of compound curvature; thence along the arc of a tangent curve to the right with a radius of 900.00 feet, through a central angle of 17°07'34", an arc distance of 269.02 feet; thence N 47°23'22" E, 59.24 feet; thence along the arc of a tangent curve to the right with a radius of 30.00 feet, through a central angle of 83°17'37", an arc distance of 43.61 feet, to a point of reverse curvature; thence along the arc of a tangent curve to the left with a radius of 225.00 feet, through a central angle of 04°46'35", an arc distance of 18.76 feet; thence N 35°54'25" E, 50.00 feet; thence along the arc of a non-tangent curve to the right with a back tangent which bears S 54°05'35" E, with a radius of 30.00 feet, through a central angle of 98°45'39", an arc distance of 51.71 feet to a point of reverse curvature; thence along the arc of a tangent curve to the left, with a radius of 780.00 feet; through a central angle of 44°24'59", an arc distance of 604.67 feet; thence N 00°15'04" E, 7.62 feet to the point of beginning.

Situate within Section 25, T. 18 N., R. 19 E.

EXCEPTING THEREFROM all that portion thereof accepted for dedication by the County of Washoe on the official Map of SADDLEHORN SUBDIVISION UNIT 1, recorded April 13, 1989, under File No. 1317079, Official Records.

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OFFICIAL RECORDS
 WASHOE COUNTY, NEV.
 RECORD REQUESTED BY
 FIRST COMMERCIAL TITLE, INC.
 DATE: JUN 9 1989
 JOE MELCHER
 COUNTY RECORDER
 FEE 37.22 DEP. 1.25