



**WHEN RECORDED, MAIL TO:**

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**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOODLAND VILLAGE**



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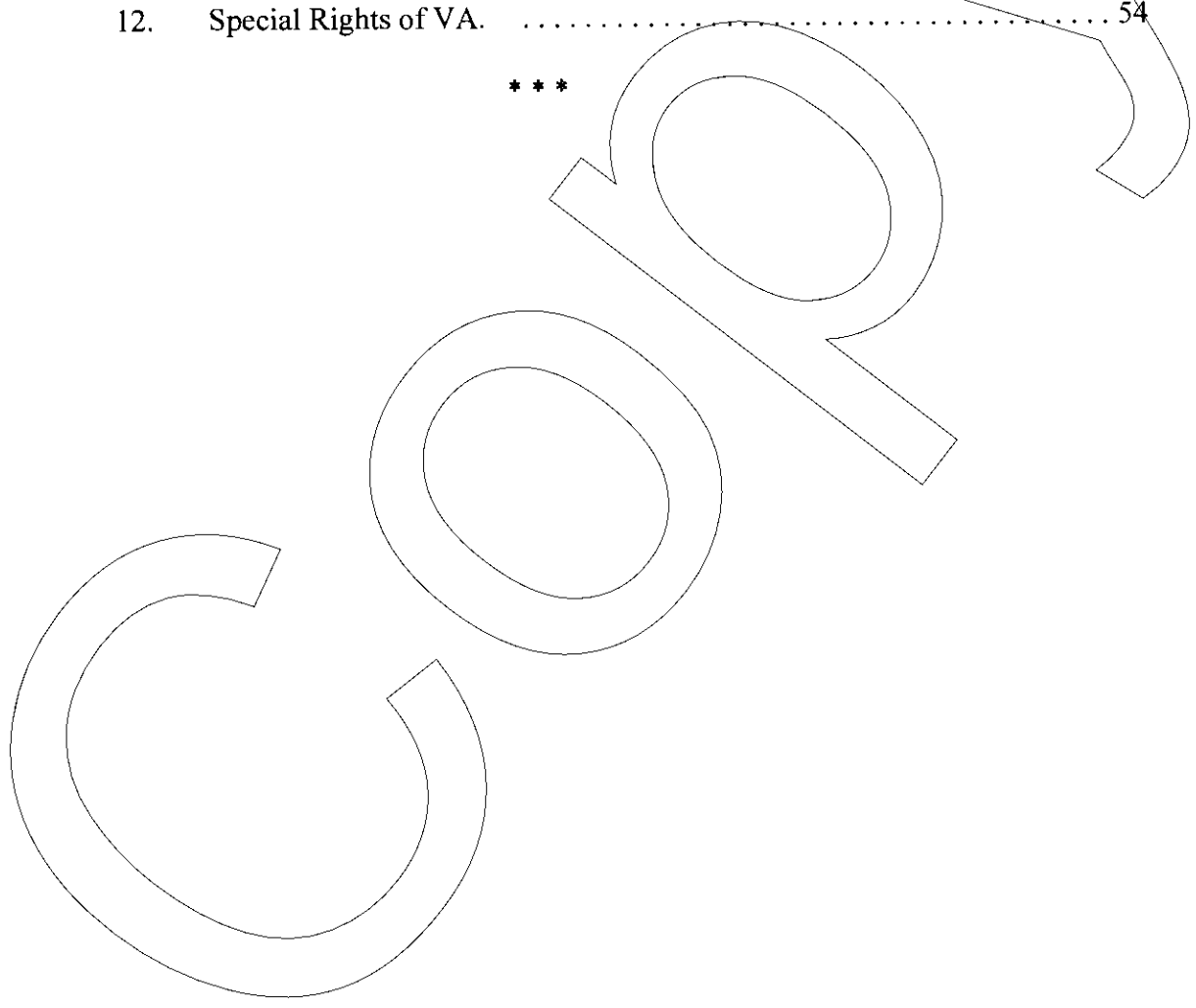
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**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOODLAND VILLAGE**

THIS DECLARATION ("Declaration") is made this \_\_\_ day of \_\_\_\_\_, 2000, by **COLD SPRINGS 2000, a Nevada corporation** ("Declarant"), with reference to the following facts and is as follows:

**RECITALS:**

A. Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded in Official Records, Washoe County, Nevada, on September 13, 1999, as Document No. 2379700 (the "Original Declaration").

B. Declarant is the owner of that certain real property situate in County of Washoe, State of Nevada, and described in **Exhibit "A"** hereto and by this reference incorporated herein (together with all other real property comprising the Village from time to time, the "Property").

C. Declarant intends to create a planned, mixed-use community within the Property and to sell and convey Lots (below defined) therein subject to the covenants, conditions, restrictions, equitable servitudes, and charges set forth herein which establish a general plan of improvement for the benefit of all of the Lots. The name of the community is Woodland Village. The Village (below defined) and this Declaration are and shall be subject to the provisions of Chapter 116 of Nevada Revised Statutes (the "Act"), as a planned community under the name of Woodland Village.

D. Declarant is or may become the owner of certain other real property situate in Washoe County, Nevada, which is described in **Exhibit "B"** attached hereto and incorporated herein by this reference, all or a portion of which real property may become Annexed Property (as defined below). In addition, as further provided below in this Declaration, Declarant reserves the right to create a maximum of 3,000 Lots within the Village and to add additional real property to the Village, which real property is not yet identified.

E. Declarant desires to amend and restate the Original Declaration in its entirety and is causing this Declaration to be recorded for such purpose.

**DECLARATION:**

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved, or otherwise affected in any manner, subject to the declarations, limitations, easements, covenants, conditions and restrictions set forth

1.

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in this Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement, and sale of the Property, and are further declared to be for the purpose of enhancing, maintaining and protecting the value and attractiveness thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, or as liens, as the case may be, and shall constitute benefits and burdens to the Declarant and its successors and assigns and to all parties hereafter acquiring or owning any interest in the Property in whatever manner such interest may be obtained.

**THIS DECLARATION AND EACH OF ITS TERMS AND PROVISIONS SUPERSEDES, AMENDS AND REPLACES, IN ITS ENTIRETY, THE ORIGINAL DECLARATION; AND UPON RECORDATION OF THIS DECLARATION IN OFFICIAL RECORDS, WASHOE COUNTY, NEVADA, THE ORIGINAL DECLARATION SHALL BE OF NO FURTHER FORCE OR EFFECT.**

ARTICLE I

INCORPORATION OF RECITALS; DEFINITIONS

Recitals A through C above are by this reference incorporated into this Declaration. The words, phrases or terms set forth in this **Article I**, when used in this Declaration, shall have the meanings ascribed thereto in this **Article I**. Certain other capitalized terms in this Declaration are defined in the specific sections of this Declaration to which such defined terms pertain, and shall have the meanings ascribed thereto in such sections throughout this Declaration.

1.1 "Annexed Property" means any or all real property which is now owned or hereafter may be acquired by Declarant, with respect to which a Supplemental Declaration is recorded causing an annexation of such property pursuant to the provisions of **Article X** below.

1.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association.

1.3 "Association" means the Woodland Village Homeowners Association, a Nevada nonprofit corporation.

1.4 "Association Property" means all real and personal property now or hereafter owned by or leased to the Association or in which the Association has a recognizable legal or equitable present or future interest.

1.5 "Beneficiary" means a beneficiary under a deed of trust or a mortgagee under a mortgage, and/or the assignee of such beneficiary or mortgagee.

1.6 "Board" or "Board of Directors" means the Board of Directors of the Association and is synonymous with "Executive Board" as defined by the Act.



- 1.7 "Bylaws" means the Bylaws of the Association.
- 1.8 "Commercial Areas" shall refer collectively to the areas of the Village designated in any Final Map or Supplemental Declaration for use as Commercial Project Types.
- 1.9 "Commercial Lot" shall mean each Lot designated in any Final Map or Supplemental Declaration for use as a Commercial Project Type.
- 1.10 "Commercial Project Type" shall mean a Lot or Lots restricted by this Declaration, a Supplemental Declaration or a Final Map to be used for commercial and/or office uses and related uses in accordance with applicable Land Use Ordinances and this Declaration.
- 1.11 "Common Area" or "Common Areas" means that portion of the Property which is designated as Common Area on a Final Map and which is leased to or owned in fee or some lesser estate or easement interest by the Association, together with all Improvements constructed or to be constructed thereon or therein, including, but not limited to, any recreational facilities and all streets, roadways, utility lines and facilities within the Property (Exclusive of Lots) which have not been accepted for dedication by the applicable governmental entity having jurisdiction.
- 1.12 "Common Expenses" shall have the meaning set forth in Section 6.4.1 hereof.
- 1.13 "County" shall mean the County of Washoe, State of Nevada.
- 1.14 "Declarant" means the undersigned which has made and executed this Declaration or its successors, assigns, or representatives in the event Declarant assigns its rights and obligations, or in the event Declarant's interest in the Village is sold pursuant to foreclosure or deed in lieu thereof.
- 1.15 "Declaration" means this instrument and any and all supplements and amendments thereto.
- 1.16 "Design Committee" means the committee formed pursuant to **Article VIII** hereof.
- 1.17 "Design Committee Rules" means the rules, if any, adopted by the Design Committee.
- 1.18 "Development Covenants" shall mean a recorded agreement between Declarant and a Builder or a recorded Declaration executed by a Builder pursuant to an agreement with the Declarant creating covenants running with the land pertaining to the construction of Improvements on a portion of the Property owned by such Builder.
- 1.19 "Final Map" shall mean a recorded map of any portion of the Property, including, but not limited to, subdivision maps and parcel maps, and any and all amendments thereto, or boundary



line adjustments of the Lots created thereby, which is recorded pursuant to statute for the purpose of dividing land into legally created Lots.

1.20 "Improvement" means all structures, and works of improvement and appurtenances thereto of every type and kind, including but not limited to dwellings, buildings, outbuildings, swimming pools (both above and in-ground), garages, carports, basketball goals, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees, shrubs, ground cover of every type, poles, signs, exterior air conditioning, water softener, satellite dishes, antennae, fixtures or equipment.

1.21 "Land Use Ordinance" shall mean any zoning law, regional master plan or other ordinance or regulation governing the use of land adopted by the State of Nevada.

1.22 "Lot" or "Parcel" means any portion of the Property designated as a lot or parcel on any recorded final subdivision map or parcel map thereof and intended for improvement with a single family residence or a Commercial Type Project, whether or not the Lot or Parcel is so improved. The Boundaries of each Lot/Parcel and the number identifying the Lot/Parcel are set forth on the Map.

1.23 "Map" means the Final Map of \_\_\_\_\_ filed for record \_\_\_\_\_, 19\_\_, in Book \_\_\_\_, at Page \_\_\_\_ of Plats, Book No. \_\_\_\_\_, Document No. \_\_\_\_\_, Official Records, Washoe County, Nevada, and any and all amendments thereto; and all other final subdivision and parcel maps which are recorded in Official Records, Washoe County, Nevada, the real property of which is Annexed Property.

1.24 "Member" or "Association Member" means every person or entity including Declarant who holds a membership in the Association pursuant to the provisions of this Declaration, the Articles and the Bylaws.

1.25 "Owner" means any person or entity, including Declarant, holding a fee simple interest in a Lot or Parcel, or who is the buyer of a Lot or Parcel under a recorded contract of sale.

1.26 "Phase" means each portion of the Village created by a Final Map.

1.27 "Plan" means those items set forth in NRS 116.2109(4), including drawings of Improvements which are filed with agencies which issue permits for the Project, and all number and letter designations set forth thereon identifying Lots or Parcels, all of which are by this reference incorporated herein.

1.28 "Residential Lot" shall mean each Lot designated in any Final Map or Supplemental Declaration, which is not a Commercial Lot.



1.29 "Rules and Regulations" means such rules and regulations as the Board from time to time may adopt pursuant to the terms of this Declaration concerning the use of the Village or any part thereof, including, but not limited to, the Rules and Regulations contemplated pursuant to Sections 2.4.1, 3.1 and 5.1.2.

1.30 "Special Declarant's Rights" means all rights reserved by Declarant for itself under this Declaration which are personal to Declarant and may be exercised only by Declarant, including, but not limited to, those set forth in **Article X** hereof.

1.31 "Successor Declarant" shall mean any and all successors-in-interest of Declarant which acquire Declarant's entire interest in the Property, and to whom Declarant's rights under this Declaration have been assigned and which assume all of Declarant's obligations hereunder pursuant to a written agreement executed by the transferor Declarant and the transferee Successor Declarant and which is recorded. Declarant and each Successor Declarant who is a transferor Declarant shall cease to be the Declarant hereunder upon recordation of such written assignment.

1.32 "Supplemental Declaration" shall mean a recorded written instrument executed by Declarant, which refers to this Declaration and which annexes real property to the Village as Annexed Property and/or which supplements this Declaration, but is not in conflict with its terms.

1.33 "Village" means the Property, together with all Improvements now or hereafter located thereon, and together with all easements, rights and appurtenances belonging thereto.

1.34 "VA" shall mean the Veterans Administration of the United States of America and any department or agency of the United States government which succeeds to VA's function of issuing guarantees of notes secured by Mortgages on residential real estate.

1.35 The phrase "visible from neighboring property" means, with respect to any given object, that such object is or would be visible to a person six feet (6') tall standing at ground level.

ARTICLE II

Common Areas

2.1 General Intent. The purpose of this **Article II**, among other things, is to provide for the transfer of title from Declarant to the Association of those portions of the Common Areas which are to become Association Property and to provide for the Association's acceptance of responsibility for the care and maintenance of the Association Property and other real and personal property not owned by the Association, but which the Association will be required to maintain. This Article also establishes easements for the Owners' use and enjoyment of the Common Areas, subject to the restrictions set forth in this Declaration and in the Rules and Regulations.



2.2 Ownership and Adjustment of Common Area. All of the Common Area is or will be owned by the Association. The Common Area shall remain private property of the Association unless dedicated to a public authority pursuant to the provisions hereof, and nothing contained herein shall be construed as a dedication to the public of the Common Area or any portion thereof.

Notwithstanding the foregoing, the Common Area(s) will be owned by Declarant until such time as Declarant transfers, or is required to transfer pursuant to the Act, the Common Area(s) in each Phase to the Association. Declarant will develop the Village with a certain amount of Common Area included as required by the County. However, as the Village is developed over time it may be necessary for Declarant to adjust the configuration or size of Common Area in a particular Phase or Phases in order to efficiently and effectively configure the various features of the Village in response to changing circumstances over time as the Village is built out. Accordingly, Declarant reserves the right to adjust the common boundary line(s) between the Common Area(s) in various Phases at any time prior to the conveyance of such Common Area(s) to the Association.

2.3 Encumbrances Against Common Area. Title to the Common Area is or may be subject to the following encumbrances included in the Map and each subsequent Phase (in each instance, "Existing Encumbrances"):

- (a) The lien of real property taxes and assessments;
- (b) The obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution, or regulation of the United States of America, the State of Nevada, County of Washoe, or any other political subdivision or public organization having jurisdiction over the Property, or by virtue of any organization or political body created pursuant to any such statute, law, ordinance, or regulation;
- (c) Any and all easements and other rights shown on the Map or any other Final Map;
- (d) All easements and other rights and obligations created by the Master Declaration or this Declaration;
- (e) Any and all loans for the construction of Improvements to the Common Area which loans shall be paid by Declarant as the same become due and payable; and
- (f) Any other lien, encumbrance, or defect of title of any kind whatsoever (other than of the type that would at any time or from time to time create a lien upon the Common Area to secure an obligation to pay money) that would not materially and actually prejudice Owners in their use and enjoyment of their Lots and the Common Area.

2.4 Owners' Easements of Enjoyment. Except as otherwise expressly provided elsewhere in this Declaration, each Owner shall have, and the Association hereby grants to each Owner, a non-



exclusive easement of use and enjoyment in, to, and throughout the Common Area and for ingress, egress, and support over and through the Common Area. Each such easement shall be appurtenant to and pass with title to each Lot, subject to the following rights and restrictions:

2.4.1 The Association shall have the right to adopt, amend, and enforce Rules and Regulations affecting use of the Common Area; provided, however, that such Rules and Regulations shall not be in conflict with the provisions of this Declaration or any ordinances of the County, or of any other governmental entity.

2.4.2 The Association shall have the right to suspend the right to use any recreational facilities within the Common Area by an Owner, his tenants and guests for any period during which any Assessment against such Owner remains unpaid for a period of thirty (30) days by so notifying the Owner of such suspension, provided, however that if such Owner files a written objection with the Board within ten (10) days after such suspension notice is deemed to have been received by Owner pursuant to the provisions hereof, then such Owner shall be given written notice and an opportunity to be heard. Such notice shall be sent to the Owner by certified mail, return receipt requested, and shall be deemed delivered upon the lapse of three (3) days from and after the deposit of such notice in the United States mail, postage prepaid and addressed to such Owner at his Unit or at such other address as may be on record with the Association. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered, but is not binding in making the decision. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

2.4.3 The Association shall have the right to limit the number of guests of an Owner utilizing the Common Area.

2.4.4 The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situate upon the Common Area.

2.4.5 The Association shall have the right to assign, rent, grant licenses, or otherwise designate and control the use of any parking or storage spaces within the Common Area.

2.4.6 The right of the Association to borrow money to improve, repair or maintain the Common Area.



## 2.5 Use of the Common Areas.

2.5.1 General. Except as otherwise expressly provided in this Declaration, the Common Area shall be used for open space, parks, recreational amenities, landscape areas, drainage facilities, firebreak areas and such other uses as Declarant through a Supplemental Declaration or the Association, through Association action, shall determine. Except as provided otherwise in Section 2.5.2 below, no persons other than the Owners, their family members, guests and invitees or the Owner's tenants, their family members, guests and invitees shall be allowed to in any manner use or occupy the Common Area; and then only in compliance with and subject to the terms and provisions of this Declaration. The foregoing is not intended, nor shall it be construed, to limit in any manner Declarant's rights to use the Common Areas as provided below in Section 2.6 or in **Article X** hereof. Each Owner shall at all times be responsible for any and all activities of his tenants, guests and invitees using the Common Area. No Improvements within the Common Area shall be altered or removed, except at the express direction of the Association.

2.5.2 Community Recreation Building. It is anticipated that Declarant will be constructing a recreation building (the "Recreation Building") as part of the Common Area for use by Owners, their family members, guests and invitees as contemplated pursuant to Section 2.5.1 above with respect to Common Areas in general. At such time as Declarant conveys the Recreation Building to the Association, and at all times thereafter, the Association shall retain the services of a professional manager to manage the operation of the Recreation Building. Such management shall require that the Recreation Building be open and generally available to its users during hours which maximize the use of the Recreation Building consistent with the demand placed on it by its users from time to time. While the manager of the Recreation Building shall be entitled to exercise its discretion concerning the actual hours of operation and the programs, events and activities offered and allowed by the Recreation Building, the Association at all times shall retain the final discretionary authority and decision making as to such matters.

The operation of the Recreation Building through the manager shall be funded by user fees as below provided. However, if such usage fees are insufficient to cover the costs to repair, maintain and operate the recreation Building, then the Association may levy a special assessment from time to time in the manner provided in **Article VI** hereof in order to cover such shortfall. In addition, the Recreation Building shall be open to the general public for its use in the same manner and to the same extent as made available to Owners, their family members, guests and invitees. The Association shall charge a use fee to all users of the Recreation Building. Such fees shall be in such amounts as the Board determines from time to time, and there shall be no distinction made between fees charged to Owners versus those charged to the general public.



2.6 Declarant's Common Area Easement Rights; Dedication of Common Area.

2.6.1 Reservation of Common Area Easements In Favor of Declarant. Declarant hereby reserves unto itself such easements over, through and under the Common Area as may be reasonably necessary to discharge Declarant's obligations or exercise any Special Declarant's Rights, whether arising under the Act or reserved in this Declaration.

2.6.2 Reservation of Right to Grant Additional Common Area Easements and to Dedicate Common Area. Declarant hereby reserves unto itself the right to grant easements and rights of way on, over, through and under the Common Area for the purposes described below and for the benefit of the Owners, the Association, and the right to offer for dedication any portion of the Common Area to any political subdivision, or any public or quasi-public entity or utility. Such grants of easement or dedications may be for any or all of the following described purposes: constructing, erecting, operating, or maintaining on the Common Area, at any time: (i) roads, streets, trails, walks, driveways, vehicle parking areas, parkways, and park areas; (ii) poles, wires, or conduits for transmission of electricity, telephonic communication or cable or master antenna television for the Village and the necessary apparatus incident thereto; and (iii) public and private sewers, sewage disposal systems, storm drains, storm water retention and re-charge basins, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any and all equipment and other apparatus relating thereto. The rights reserved by Declarant in this Section 2.6.2 may be exercised at any time that Declarant owns any portion of the Property.

2.7 Rights of Association to Grant Easements Over Common Area and to Dedicate Portions of Common Area. At such time as the rights reserved by Declarant under Section 2.6.2 have expired, the Association shall be entitled to exercise the rights reserved to Declarant under Section 2.6.2, provided that at least sixty-seven percent (67%) of the voting power of the Association has approved such action.

2.8 Right of Association to Encumber Common Area. The Association may encumber the Common Area in connection with authorized obligations, but only upon the affirmative vote of not less than sixty-seven percent (67%) of the voting power of the Association.

2.9 Declarant's Obligation to Convey. Declarant shall convey fee simple title or such other interest as the Declarant shall hold to the Common Area in each Phase to the Association prior to the first conveyance of a Lot to an Owner other than Declarant in such Phase, free and clear of all encumbrances and liens, except then Existing Encumbrances.

2.10 Maintenance of Common Area. Maintenance of the Common Area in each Phase and any and all Improvements thereon shall be the obligation of the Declarant solely until the Common Area in such Phase is conveyed to the Association and such conveyance is recorded in the official records of the County Recorder of Washoe County, Nevada (each, a "Transfer Date"). From and after each Transfer Date the obligation to maintain the Common Area and the Improvements thereon





for the applicable Phase shall be the obligation of the Association. The Association shall maintain and manage the Common Area and all Improvements thereon in a first class and husbandlike manner. The Association shall maintain all utility, water and sewer lines, equipment and other apparatus within the Common Area, unless such item of maintenance is the obligation of a utility company, or the County.

2.11 Association Property on Lots. Some Lots may have placed on them street lights, drinking fountains or other Improvements which are Association Property. In addition, Improvements on Lots abutting Common Areas and public streets or other facilities may have security cameras, monitors or other surveillance equipment installed thereon in connection with security systems maintained by the Association. There is hereby reserved over and across each Lot and the Improvements thereon, an easement for the benefit of Declarant and the Association for the purpose of installing, repairing, maintaining and operating such Association Property, and providing access to and from such Association Property. All costs of the installation, repair, maintenance and operation of such Improvements shall be borne by the Association. In some instances, power or water necessary to operate such Improvements may be accessed or provided by utilizing power or water facilities servicing the affected Lot, and the foregoing easement shall allow such access and use; provided, however, that any additional cost of power or water resulting from such use of the Owner's power or water service shall be paid by the Association.

ARTICLE III

PROHIBITIVE AND MANDATORY  
USE RESTRICTIONS AND OBLIGATIONS

3.1 Forward. The Village, while not officially incorporated or chartered as a municipal corporation, city or town, is in many respects akin to a city or town. Accordingly, this Declaration, in addition to County, State and Federal laws and ordinances, sets forth the rules and methods by which the Village is to be operated, maintained, used and governed. The Association is the local "governing authority," and is intended to conduct itself and undertake its obligations as provided in this Declaration in a manner quite similar to a city or town government. To that end, the Association has elected officials and public meetings, and is empowered by this Declaration to adopt, enact and enforce Rules and Regulations within the parameters set forth in this Declaration.

With the foregoing in mind, the Board is hereby authorized and empowered to adopt, enact and enforce further Rules and Regulations relative to the prohibitive and mandatory use restrictions below set forth in order to protect and enhance value of the Property and the orderly functioning of the Village, and to adapt and respond to changing circumstances and times; provided, however, that no Rule or Regulation adopted or enacted by the Board may be less restrictive or mandatory in its scope or effect without the consent of not less than fifty-one percent (51%) of the voting power of the Association. The power of the Board to enact and adopt such Rules and Regulations shall in no way be limited by the treatment or the specificity of treatment of a subject matter in Sections 3.2, 3.3 or 3.4 below.



Section 3.2 covers use restrictions which apply to all of the Property, Section 3.3 covers those restrictions which apply only to Lots improved with single family residences, and Section 3.4 covers those restrictions which apply only to Lots upon which Commercial Type Projects may be developed. In the event a Lot is designated as part of a commercial Type Project, but pursuant to this Declaration or a Supplemental Declaration may be used also for single family residential use (below defined) then all of the provisions of Sections 3.2, 3.3 and 3.4 shall apply to such Lot as applicable.

3.2 General Development and Use Restrictions. Subject to the exemptions of Declarant set forth in **Article X** hereof, and other Declarant's rights as set forth in this Declaration, all of the Property shall be held, used and enjoyed subject to, and in accordance with, the following limitations and restrictions:

3.2.1 Single Family Residences and Apartments. Each Lot which is not designated for use as a Commercial Project Type shall be used for "single family residential use" and for no other purpose. An Owner may rent his Lot to a single family provided that the Lot is rented pursuant to a lease in accordance with the requirements set forth in Section 3.2.14 below. The term "single family residential use" shall also be applicable to all apartment living units located on Commercial Project Type Lots, and in all instances shall mean use by one or more persons residing and cooking together as a single housekeeping unit, provided any group of persons either:

(a) is composed exclusively of family members who are related by blood, marriage or legal adoption to each other as grandparents, parents or children, or

(b) contains a maximum number not exceeding two multiplied by the number of bedrooms in the home. The number of bedrooms in any home is the number shown on the plans approved by the County at the time of original construction of the home, not the number of rooms actually used as bedrooms, and not including any bedrooms added by subsequent remodeling or additions.

3.2.2 Parking and Vehicular Restrictions. Parking and vehicular restrictions shall be set forth in the Rules and Regulations, and will limit the number and types of vehicles, the parking of vehicles, and the condition of vehicles in order to maintain an orderly appearance of sufficient parking in the Village. No Owner shall park, store or keep within the Property any inoperable or commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck) or vehicles needing significant visible repair (as determined by the Board) unless said inoperable, commercial or damaged vehicle can be, and is, stored in the garage of the Lot. No Owner shall park, store or keep on his Lot any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home, trailer, trailer coach, camp trailer, camper truck, boat, or any other similar vehicle, unless the recreational vehicle is not visible from streets within the Village or if visible from such streets, is visible only to the extent it exceeds a solid fence shielding such vehicle to a height of not less than six feet (6'), or such vehicle is a truck with



a camper unit, and such camper truck is used for everyday-type transportation. In addition, no Owner shall park, store, or keep anywhere within the Property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board. The Board shall have the power to enforce all parking and vehicle use restrictions applicable to the Property, including the power to remove violating vehicles from any of the Property to the extent permitted by applicable law.

3.2.3 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, or offensive. No noise or other nuisance shall be permitted to exist or operate upon any portion of a Lot so as to be offensive or detrimental to any other Lot in the Property or to its occupants. Without limiting the generality of any of the foregoing provisions, no speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, motorcycles, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or residents or their guests shall be located, used or placed on any portion of the Property or the streets within the Village without the prior written approval of the Board. Alarm devices used exclusively to protect the security of a Lot and its contents shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.

3.2.4 Unsightly Articles. No unsightly articles, including clotheslines, shall be permitted to remain on any Lot so as to be visible from neighboring property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in covered, sanitary containers or enclosed areas designed for such purpose. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed therefor, such that they do not create a fire hazard and except as specifically authorized in writing by the Association (and subject to applicable ordinances and fire regulations). No plastic, aluminum, tin or other metallic window coverings are allowed in or on any windows. Severely damaged or "junk" vehicles, even if otherwise operable, shall be brought to a reasonable state of cosmetic repair and appearance no later than thirty (30) days following written notice from the Board. Reasonable repair and appearance shall be determined by the Board in each instance in a manner which is consistent with providing an environment within the Village which is not so unsightly so as to be offensive to a reasonable person or which is detrimental to property values.

3.2.5 Animals. Animals, fowls, reptiles, fish or insects of any kind ("animals") which are common household pets may be raised, bred or kept within the Property, only in accordance with Rules and Regulations adopted by the Board. Poultry shall not be allowed. At a minimum, however, a reasonable number of dogs, cats or other household pets may be kept within a residence, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities, nor in violation of any applicable local



ordinance or any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. As used in this Declaration "unreasonable quantities" shall ordinarily mean more than five (5) pets per household; provided, however, that the Board may determine that a reasonable number in any instance may be more or less. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to other Owners in the Property. Animals belonging to Owners, residents, or their guests within the Property must be either kept within an enclosure or on a leash or other restraint being held by a person capable of controlling the animal, and who then has in his possession a proper or adequate utensil or other means of cleaning up immediately all feces of such animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all remaining Owners, residents, their families and guests, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or resident or by members of their family or guests; and it shall be the absolute duty and responsibility of each such Owner to clean up immediately after such animals which have used any portion of the Common Area.

**3.2.6 Utility Service; Propane Tanks.** No lines, wires, or devices for transmission of electric current or telephone, television, or radio signals shall be constructed, placed, or maintained anywhere within any Lot unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of Improvements. Propane tanks may be placed on a Lot, but only if such placement otherwise complies with the terms and provisions of this Section **3.2.6**; and at such time as gas service is made available to service such Lot, such tank must be removed and such gas service hooked-up to such Lot within ninety (90) days of such service being made available for actual use at any physical point along the property lines of such Lot.

**3.2.7 Diseases and Insects.** No Owner shall permit any thing or condition to exist upon his Lot that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects.

**3.2.8 Compliance With Laws.** Nothing shall be done or kept in, on or about any portion of the Property, or Improvement thereon, except in compliance with all applicable federal, state and local laws, regulations and ordinances (collectively, "laws") including environmental laws.

**3.2.9 Drainage; Storm Drain System.** There shall be no interference with the rain gutters, downspouts, or drainage or storm drain systems originally installed by Declarant or any other interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision, previously approved in writing by the Declarant and the Design Committee is made for proper drainage. For purposes hereof, "established"



drainage is defined as the drainage pattern and drainage Improvements which exist at the time such portion of the Property is conveyed by Declarant to an Owner, by the Declarant to the Association, or as modified in accordance with plans approved by the Declarant until Declarant's Control Termination Date or, thereafter, by the Design Committee. There shall be no violation of the drainage requirements of the City, County, U.S. Army Corps of Engineers, or State of Nevada Division of Environmental Protection, notwithstanding any such approval of Declarant or the Design Committee.

3.2.10 Handicapped Rights. Subject to the review and approval process of the Design Committee and applicable law, each Owner shall have the right to modify such Owner's Improvements and the route over the Lot or Common Area (as applicable and necessary) leading to the entrance of such Owner's Improvements, at such Owner's sole cost and expense, in order to facilitate access by persons who are blind, visually handicapped, deaf or physically disabled, to alter conditions which could be hazardous to such persons, or to otherwise comply with the Americans with Disabilities Act.

3.2.11 Lots and the Improvements Thereon. Each Owner shall have the obligation to repair and maintain such Owner's Lot and the Improvements thereon, at such Owner's sole cost and expense. Such repair and maintenance responsibilities shall include, but are not limited to, the following: all plumbing, electrical and gas lines, equipment and facilities, all water and sewer lines and all other utility facilities serving the property to be maintained by the Owner, all Improvements within such property, all exterior walls (including the painting thereof), windows, skylights and roofs, and all other Improvements on such property. Each Owner shall keep all shrubs, trees, grass and plantings within such Owner's Lot neatly trimmed, properly watered and cultivated, and free from trash, weeds, debris and other unsightly material. No approval from the Design Committee shall be necessary for the performance of normal maintenance and repair work.

3.2.12 Owner's Obligation to Rebuild Improvements on a Lot After Damage or Destruction to Improvements. No Owner shall do any act or work that will impair the structural soundness or safety of any Improvement located within such Owner's Lot. Each Owner shall carry casualty insurance insuring the Improvements on such Owner's Lot. Prior to commencement of work to repair or reconstruct a damaged Improvement, the Owner shall submit the plans and specifications for the repair or reconstruction of the Improvement to the Design Committee, and shall have received written approval thereof prior to the commencement of any work of repair or reconstruction. The Owner shall commence repair or reconstruction of a damaged or destroyed Improvement within the longer of one hundred twenty (120) days after the event causing the damage or destruction, or forty-five (45) days after the insurance proceeds are made available for reconstruction purposes; provided, however, that in the event the insurance proceeds available to the Owner are insufficient to complete such repair or reconstruction, or in the event a holder of a Deed of Trust exercises any right of such holder to apply all or substantially all of the insurance proceeds to the indebtedness secured by the Deed of Trust and the Owner elects not to rebuild the damaged



or destroyed Improvements, then within six (6) months after the event causing the damage or destruction the Owner shall remove all debris from the Lot and restore the Lot to a state that is not offensive to the general appearance of the Property, which restoration plan shall be submitted to, and approved by, the Design Committee prior to the commencement of the restoration work. The Owner shall perform all repairs, maintenance and upkeep of such Lot in accordance with this Declaration. The failure of the Owner to repair or reconstruct the damaged or destroyed Improvements, or to restore the Lot to an inoffensive state as required hereby shall be deemed to be a Maintenance Violation as set forth in Section 3.6 below.

3.2.13 Mineral Exploration, Mining or Drilling. No portion of the surface of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, geothermal heat, minerals, rocks, stones, gravel or earth, nor shall oil, water or other wells, tanks, tunnels, mineral or geothermal excavations or shafts be permitted upon the surface of any portion of the Property, except any water wells installed by Declarant or any public or private utility company for the exclusive or nonexclusive use and benefit of the Property and such excavations and removal of earth and other substances as may be done by Declarant during and incidental to the development of the Property.

3.2.14 Leasing of Lots. Subject to Declarant's rights to forbid leasing of single family residential Lots for an initial period of six (6) months pursuant to the purchase and sale agreement between Declarant and an Owner for the sale and purchase of such Lot, an Owner shall be permitted to lease all, but not less than all, of such Owner's Lot provided that:

- (a) The Owner and all tenants ("Tenant") enter into a written lease which provides that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Rules and Regulations, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease;
- (b) The Tenant is furnished with a copy of this Declaration and the Rules and Regulations;
- (c) The lease grants to the Association as a third-party beneficiary the right to evict the Tenant for failure to comply with this Declaration or the Rules and Regulations; and
- (d) The Secretary of the Association has been furnished with the name(s) and mailing addresses of the Tenant within five (5) business days after execution of the lease.

Each Owner shall be responsible and liable for all activities of such Owner's Tenant which are in violation of this Declaration or the Rules and Regulations.



3.2.15 Subdivision; Rezoning. Commercial Lots may be subdivided in accordance with applicable laws, ordinances, rules and regulations. Except as expressly authorized in this Declaration, or a Supplemental Declaration, no other Lot in the Property may be further subdivided (including division into time-share estates or time-share uses) without the prior written approval of Declarant; provided, however, that nothing in this Section shall be deemed to prevent an Owner from, or require the approval of Declarant or the Board for (a) transferring or selling any Lot to more than one (1) person to be held by them as tenants in common, joint tenants, community property or community property with right of survivorship; or (b) the leasing or renting by any Owner of such Owner's entire Lot, provided that any such lease or rental shall be subject to this Declaration. Except for Commercial Lots, no application for rezoning of any Lot, and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by Declarant or, from and after the Declarant's Control Termination Date by the Board, and the proposed use otherwise complies with this Declaration. Notwithstanding anything contained herein to the contrary, Declarant, or its successors or assigns, shall have the right to change the location, size or configuration of the Common Areas within the Village after a Final Map thereof has been recorded, so long as such change does not materially and adversely affect any Owners in the use of their Lot.

3.2.16 Signs, Antennae and Similar Devices. Signs, antennae, poles, including, without limitation, flag poles and basketball poles and hoops, satellite dishes and similar devices or apparatus are allowed, if at all, only in accordance with the Rules and Regulations.

3.2.17 Rules and Regulations and Design Committee Rules. Each Owner shall adhere to the Rules and Regulations and the Design Committee Rules at all times.

3.2.18 Owner's Obligation to Maintain and Replace Trees. Declarant will be planting trees along the streets within the Village and installing irrigation facilities to provide water to such trees. Except as otherwise provided below in this Section 3.2.18, the Association shall have the responsibility to maintain all such trees and irrigation systems, except for such trees as are located in cul-de-sacs, which must be maintained and replaced by each Owner whose Lot frontage abuts the area where such trees are planted. Except for delays caused by prudent seasonal restrictions or inclement weather, each Owner who has maintenance responsibility for any such street tree shall remove and replace, at its cost, any diseased (unless such disease is curable, in which case such Owner shall commence and complete such cure in a diligent manner), dead or dying tree within sixty (60) days of written notice from the Association to such Owner requiring such removal and replacement. The failure of such Owner to remove and replace such diseased, dead or dying tree as above provided shall be deemed a Maintenance Violation as set forth in Section 3.6 below. Regardless of whose responsibility it is to maintain trees as provided in this Section 3.2.18, any tree which extends over any street in the Village, public or private, shall be pruned so as to continuously provide not less than thirteen and one-half feet (13.5') of clearance above all street paving.



In addition to the foregoing, each Owner whose Lot abuts a street right-of-way (not in a cul-de-sac), in which a tree (or trees) is planted by Declarant, shall have the responsibility of watering such tree in a manner appropriate for its good health and normal growth. In the event any such tree(s) dies as a result of such Owner's failure to appropriately water such tree(s), the Association may replace such tree with a one inch (1") caliper tree; and such Owner shall be responsible for the payment of the removal of the dead tree and the cost of the replacement tree and the labor and materials required to plant it. Failure to pay such amounts shall be deemed a Maintenance Violation. Except as above provided in this paragraph, the Association shall provide overall maintenance, including trimming, of non-cul-de-sac trees planted in the front of Lots by Declarant.

Each Owner is hereby advised that trees may need to be removed from the street rights of way for the purpose of repairing or installing utilities. Any such removal shall be at no cost to the affected Owners, and the Association shall replace all such trees at no cost to the affected Owners.

3.2.19 Manufactured and Mobile Homes. No manufactured or mobile home (as such homes are defined by applicable law) shall be placed, installed, parked or stored within the Village at any time except for construction trailers placed temporarily on a Lot in connection with the construction of Improvements thereon in compliance with **Article VIII** hereof, and then only during the time of such construction. Under no circumstance shall any such construction trailer be used for residential purposes at any time, including, without limitation, during the time the applicable Improvements are being constructed.

3.2.20 Maintenance of Lateral Sewer Lines Within Lots. There may be instances where two (2) Lots share a lateral sewer line ("Shared Lateral") from the point of its hook-up to the main sewer line to a point where such shared lateral line divides to provide separate service to such Lots. As to each Lot which depends on a Shared Lateral for sewer service to the Lot, by acceptance of a deed to such Lot its Owner agrees as follows:

- (a) The County shall have no responsibility whatsoever for the maintenance or repair of a Shared Lateral, and the County is expressly absolved of any such responsibility, which ultimately lies with the Association vis à vis the County.
- (b) If a Shared Lateral becomes clogged, inoperable or in need of repair, each affected Owner shall be responsible for the payment of one-half (1/2) of the cost to repair such Shared Lateral, and the failure of an Owner to make such payment within thirty (30) days after written demand from a paying Owner shall entitle the paying Owner to petition the Association for the issuance of a Violation Notice to the non-paying Owner.





(c) If a Shared Lateral becomes clogged, inoperable or in need of repair and the affected Owners either do not remedy such situation themselves or are in dispute as to the cause or responsibility for such situation, then the Association shall have the right to issue a Violation Notice to each Owner and avail itself of all rights and remedies provided for herein with respect to Maintenance Violations.

3.3 Single Family Development and Use Restrictions. Subject to the exemptions of Declarant set forth in **Article X** hereof, and other Declarant's rights as set forth in this Declaration, all of the Lots upon which a single family residence is or is to be constructed shall be held, used and enjoyed subject to, and in accordance with, the following limitations and restrictions:

3.3.1 Business or Commercial Activity. No such Lot shall ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license; except Declarant, its successors and assigns may use any portion of the Property for a model home site and display and sales offices in accordance with **Article X** hereof. The provisions of this Section 3.3.1 shall not preclude any of the above-described activities which are conducted without external evidence thereof provided that all of the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not routinely or in significant numbers visit the Lot or park automobiles or other vehicles within the Village; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the residence on such Lot; (d) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (e) such activities are consistent with the residential character of the Village and otherwise conform with the provisions of this Declaration. The terms and provisions of this Section 3.3.1 do not apply to those portions of Improvements on Commercial Lots which are designated and intended to be used for commercial purposes. Once initially constructed, the single family residential use and commercial use portions of Improvements on Commercial Lots may be changed to single family or commercial use, as the case may be, only with the consent of the Design Committee.

3.3.2 View Obstructions. No Improvement or other obstruction shall be planted, constructed, or maintained on any Lot in such location or of such height as to unreasonably obstruct the view from any other Lot. Each Owner or resident of a Lot shall be responsible for periodic trimming, pruning and thinning of all hedges, shrubs and trees located on that portion of his Lot which is subject to his control or maintenance, so as to not unreasonably obstruct the view of other Owners or residents. If an Owner or resident fails to perform necessary trimming, pruning or thinning, the Association shall have the right, after ten (10) days prior notice requesting such work be done and the Owner or resident not having done



so, to enter upon such Lot for purposes of performing such work. Each Owner, by accepting a deed to a Lot, hereby acknowledges that any construction or installation by Declarant may impair the view of such Owner, and hereby consents to such impairment.

**3.3.3 Party Walls/Fences.** Each wall/fence which is built as a part of the original construction by Declarant and placed on the property line between Lots shall constitute a "party wall." In the event that any party wall is not constructed exactly on the property line, the Owners affected shall accept the party wall as the property boundary. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who use such wall in proportion to such use (e.g., if the party wall is the boundary between two Owners, then each such Owner shall bear half of such cost). If a party wall is destroyed or damaged by fire or other casualty, any Owner whose Lot has use of the wall may restore it, and any other Owner whose Lot makes use of the wall shall contribute to the cost of restoration thereof in proportion to such use. The foregoing shall not prejudice the right of any such Owner to call for a larger contribution from another Owner pursuant to any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any provision of this Section 3.3.3, an Owner who by his negligent or willful act causes a party wall to be destroyed or damaged shall bear the entire cost of the necessary repair or reconstruction.

**3.3.4 Perimeter Walls.** Walls and/or fences around the exterior boundary of the Village ("perimeter walls") constructed or to be constructed by Declarant are Improvements, all portions of which are located, or conclusively deemed to be located, within the boundaries of individual Lots. By acceptance of a deed to his Lot, each Owner on whose Lot a portion of the perimeter wall is located, hereby covenants, at the Owner's sole expense, with regard to said portion of the perimeter wall ("Lot Wall"): to maintain at all times in effect thereon property and casualty insurance, on a current replacement cost; to maintain and keep the Lot Wall at all times in good repair; and, if and when reasonably necessary, to replace the Lot Wall to its condition and appearance as originally constructed by Declarant. No changes or alterations (including, without limitation, temporary alterations, such as removal of the Lot Wall for construction of a swimming pool or other Improvement) shall be made to the perimeter walls, or any portion thereof, without the prior written approval of the Design Committee. If any Owner shall fail to insure, or to maintain, repair or replace his Lot Wall within sixty (60) days when reasonably necessary, in accordance with this Section 3.3.4, the Association shall be entitled to insure, or to maintain, repair or replace such Lot Wall, and to assess the full cost thereof against the Owner as a Special Assessment, which may be enforced as provided for in this Declaration. The foregoing notwithstanding, the Association, at its sole expense, shall be responsible for removing or painting over any graffiti from or on the exterior sides of the perimeter walls.

**3.4 Use Restrictions, Maintenance Obligations and Private Easements Applicable to Commercial Areas.** Subject to the exemptions of Declarant set forth in **Article X** below, and the other Declarant's rights set forth in this Declaration, all Commercial Lots shall be held, used and enjoyed subject to the following additional limitations and restrictions.



3.4.1 Prohibited Uses. No portion of a Commercial Lot shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any manufacturing or industrial purpose, for adult bookstores or other businesses involving the sale, use, distribution or dissemination of pornographic literature, videos, movies or similar materials, for businesses involving the sale, use, distribution or dissemination of drug paraphernalia, for automobile sales, rental, service or repair, for outdoor storage or for unlimited gaming.

3.4.2 Allowed Uses. Commercial Lots upon which Commercial Type Projects are established are intended for the commercial, personal service and public service needs of the residents of the Village and the Cold Springs community at large. Commercial Project Type uses permitted within the Village are not intended to serve regional needs. Only the following uses will be permitted:

- Single and Multi-family dwellings
- Professional offices
- Medical offices
- Medical clinics
- Child care facilities
- Community center
- Cultural and library services
- Recreation
- Postal Services
- Public parking facilities
- Grooming and pet stores
- Veterinary services
- Neighborhood commercial center
- Limited gaming (slots only)
- Eating and drinking establishments
- Meeting facilities
- Financial Services
- Liquor sales (on and off premises)
- Retail sales
- Government offices
- Such other uses as are allowed pursuant to the governmental zoning ordinances and regulations applicable to the Village from time to time, excluding, however, those prohibited uses set forth in Section 3.4.1 above.

3.4.3 Landscape Maintenance. Without limiting the terms and provisions of the Landscape Manual (below defined in **Article VIII**), the Owner of each Commercial Lot shall properly maintain and periodically replace, when necessary, any trees, plants, grass, vegetation or other landscaping Improvements located on such Owner's Lot.



3.4.3 Parking; Vehicular Restrictions. Parking of vehicles of any type shall be restricted to designated parking areas, and no employees, agents, business invitees, tenants or customers of any Owner of a Commercial Lot shall be permitted to park in areas not so designated, or on any street (public or private) within the Property, except for purposes of loading or unloading passengers or emergency repairs. There shall be no employee parking allowed on streets fronting Commercial Lots. All deliveries or loading and unloading of goods or materials shall be restricted to designated loading docks or similar facilities. No repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment shall be conducted upon any street (public or private), or Lot, except wholly within a facility specifically designated for such purpose or within an enclosed garage. The Board shall determine, in its discretion, whether there is noncompliance with the parking and vehicular restrictions contained herein. These parking and vehicular restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any ordinance of the County. These parking and vehicular restrictions shall not apply to any public or private transportation system providing passenger shuttle service within the Property which has been approved by Declarant or the Board.

3.4.5 Animals. No animals, birds, reptiles, poultry, fish or insects of any kind shall be raised, bred or kept, except in licensed aquariums or retail pet shops operated as a business.

3.4.6 Hours of Operation. Commercial activities may be conducted on Commercial Lots only during the period of 6:00 a.m. to 11:00 p.m.; provided, however, that the Recreation Building may be operated during such additional hours as approved by the Board from time to time.

3.5 Public Streets, Sidewalks, Etc. Each and every provision of Sections 3.2, 3.3 and 3.4, shall apply to activities conducted on, or conditions existing with respect to, all public streets, sidewalks and other public areas located within the Village, to the extent that any such activity or condition conducted or caused, or suffered to be conducted to caused, by any Owner on such public property shall be deemed to have occurred on or with respect to, such Owner's Lot; and the Association shall be entitled to exercise all powers and remedies against such Owner as though the violation had occurred on such Owner's Lot.

3.6 Violations.

3.6.1 Violation Notice. If any Owner allows, permits, or causes any condition to exist on or within such Owner's Lot or any of the Common Areas, as the case may be, or the Improvements thereon, which violates the provisions of **Article III** of this Declaration or, in the sole reasonable discretion of the Board, is unsightly, unsanitary, or hazardous (including, but not limited to, a condition which causes dust to carry to another Lot) (herein collectively "Violation"), then, except as otherwise provided in Section 3.6.6, hereof, (in the case of an emergency), the Association shall give the Owner written notice ("Violation



Notice"), specifying the nature of the Violation and a reasonable time period within which the Owner(s) must correct such Violation, as the Board determines is reasonably required, which cure period shall be no less than thirty (30) days. In the event that the Board fails to give a Violation Notice to a Owner who has defaulted in its obligation hereunder, then upon the filing with the Board of a meritorious written complaint (herein "Owner Complaint") executed by the Owners of any two (2) Lots within the Village, the Board shall have the obligation to give such Violation Notice.

3.6.2 Owner's Right to File an Objection; Hearing Panel; Arbitration. The Owner to whom a Violation Notice is given shall have the right to file a written objection thereto with the Secretary of the Association within ten (10) days after such Owner is deemed to have received such Violation Notice. In the event such an objection is filed, and within thirty (30) days after the objection is filed, the Board may elect either (i) to convene a Hearing Panel (defined below), or (ii) submit the matter to binding arbitration pursuant to the provisions of Chapter 38 of the Nevada Revised Statutes. By acceptance of his deed or other instrument of conveyance, each Owner shall be deemed to have agreed to binding arbitration pursuant to the provisions of NRS 38.300, *et seq.*, or any successor statute, if such matter goes to arbitration.

3.6.3 Hearing Panel. In the event the Board elects pursuant to Section 3.6.2 above, to convene a Hearing Panel, then the President of the Association shall appoint, within thirty (30) days after receipt of the Owner's objection, a panel of three (3) Board Members or three (3) members of any committee of the Board established by the Board pursuant to the Bylaws (the "Hearing Panel"), at least one (1) of whom shall be an Owner of a Lot within the same type as the Lot which is the subject of the Violation Notice. The Hearing Panel shall convene no later than fifteen (15) days after its appointment for the purpose of conducting a hearing on the disputed Violation. Notice of such hearing, and time and place thereof, shall be given to the Owner to whom the Violation Notice is given and any other Owners who have filed Owner Complaints at least five (5) business days prior to the date set for such hearing. The Hearing Panel shall give written notice of its decision to the Owner against whom the Violation Notice was given as to whether or not a Violation exists and the nature of such violation. Copies of such decision shall be mailed to all persons who filed an Owner Complaint. The decision of the Hearing Panel shall be nonbinding and appealable as set forth in NRS 38.300, *et seq.*, or any successor statute. Appeals must be initiated within fifteen (15) days after the Hearing Panel renders its decision. The notice period within which a Violation must be cured shall be tolled from the date of filing such objection until the date the Hearing Panel notifies the Owner in writing of its decision and if an appeal is filed, during the pendency of the appeal.

3.6.4 Association's Right to Correct Violation. If an Owner does not appeal a Violation Notice and fails to cure the Violation within the applicable time period, or if a binding decision is rendered that a Violation exists and the Owner fails to correct a Violation within the period specified in such decision, or, if no time is specified, within a reasonable



time ("cure period"), then in any such event the Association, acting through the Board, shall have the right, but not the obligation, to correct the Violation in accordance with the procedures set forth below.

3.6.5 Procedure for Association's Correction of Violation.

(a) Bids. In the event the Association elects to correct a Violation, then prior to commencement of work, if any, necessary to correct the Violation and promptly after the expiration of the cure period afforded a defaulting Owner, the Board shall obtain three (3) written bids to perform the required work and shall mail the bids to the Owner. The Owner shall have the right to select the bid by notifying the Board in writing within fourteen (14) days after the bids are mailed by the Board to the Owner. In the event the Owner fails to select a bid within such time period, the Board shall select the bid.

(b) Violation Assessment. When the bid has been selected as set forth in subsection (a), above, the Board shall levy a Violation Assessment pursuant to Section 8.7 hereof against the Owner in the amount of the cost of correcting the Violation and the costs and expenses, including attorneys' fees, incurred by the Association incident thereto.

(c) Performance of Corrective Work By Association. The Board may, at its sole option and discretion, elect to cause the corrective work to be commenced promptly after the Violation Assessment has been levied against the Owner, or elect to postpone the corrective work until after the amount of the Violation Assessment has been collected partially or in full. Neither the Association, the Board, nor any of the Association's agents, or employees shall be liable for any damage which may result from any work performed by the Association to cure a Violation.

3.6.6 Emergencies. In the event any officer of the Association believes, in his or her sole reasonable discretion, that an emergency situation exists within a Lot (including within any Improvement thereon) or within any Common Area and that immediate action or repairs are necessary to prevent or mitigate damages, then such officer or the Association's authorized agent shall have the right to exercise the Association's right of entry without notice. If after gaining entry, any officer or agent of the Association still believes in his or her sole reasonable discretion, that immediate action or repairs are necessary to prevent or mitigate damages, then the Association shall have the right to take such action or make such repairs without notice to the Owner and without a hearing, and without obtaining competitive bids as provided above. The Association shall levy a Violation Assessment against the Owner in the amount of the cost of the necessary action or the corrective work and all costs and expenses, including attorneys' fees, incurred by the Association incident thereto. Neither the Association, the Board, nor any of the Association's agents or employees, nor any person



hired by the Association to perform the necessary action or corrective work, shall be liable for any damage which may result from any work so performed on behalf of the Association.

3.6.7 Entry by Court Order. In the event a Owner prevents an officer of the Association or authorized agent of the Association from gaining access to such Owner's Lot (including within any Improvement thereon) or Common Area for the purpose of correcting a Violation or for the purpose of attending to an emergency situation, then the Owner(s) shall be jointly and severally liable to the Association for attorneys' fees, court costs and incidental expenses incurred by the Association for the purpose of gaining such entry and all other costs and expenses incident thereto (collectively "Entry Costs"), and such Entry Costs shall be assessed to the Owner as a Violation Assessment pursuant to Section 6.7 hereof.

3.6.8 Failure to Appear; Fines. In the event an Owner fails or refuses to cure a Violation as required after having been given a Violation Notice, or fails to attend the hearing on an appeal initiated pursuant to Sections 3.6.2 and 3.6.3 above, then the Board may avail itself, on behalf of the Association, of any available remedy under this Declaration or pursuant to equity or law, including, without limitation, the right to levy fines against such Owner as provided in Section 5.1.3 below. All remedies of the Association shall be cumulative, and the levy of a fine shall not be exclusive as to other remedies.

3.7 Variances. The Board is authorized to grant reasonable variances from the use restrictions set forth in this Article III and in the Rules and Regulations, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development and property protection intended by this Declaration. The granting of one variance shall not be considered precedent for the granting of subsequent variances. The opinions of adjoining property owners must be considered by the Board prior to approval of a variance.

ARTICLE IV

THE ASSOCIATION

4.1 Formation. The Association is a nonprofit corporation formed or to be formed under the laws of the State of Nevada. Prior to the conveyance of the first Lot to an Owner other than Declarant, Declarant shall cause the Articles of Incorporation to be filed with the Secretary of State of the State of Nevada. The Association shall be charged with the duties and invested with the powers set forth in the Articles, Bylaws, and this Declaration. The Association is not authorized to have and shall not issue any capital stock.

4.2 Association Action; Board of Directors and Officers; Members' Approval. Except as to matters requiring the approval of members as set forth in the Articles, Bylaws, this Declaration, or Chapter 82 and 116 of the Nevada Revised Statutes, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with this



Declaration or the Bylaws, or their amendments. Except for the Member of the Board appointed by Declarant in accordance with this Declaration, the Articles and the Bylaws and the members of the first Board named in the Articles, the Board shall be composed of Members only. All members of the Board must be at least eighteen (18) years of age. The members of the first Board of the Association named in the Articles shall serve until the first meeting of the Members of the Association which is called for the purpose of electing their successors. The annual meeting of the Members of the Association shall be held on the first (1st) day of March of each calendar year, or such other date as is designated by the Board; provided, the Association shall meet at least once in each calendar year, and not more than one (1) full calendar year shall elapse between each Annual meeting of the Members of the Association. Notwithstanding the foregoing to the contrary, the foregoing requirement to hold at least one (1) Association meeting each year may be satisfied by the Board adopting a resolution for the Association to meet, for example, on the "Second Saturday in the month of February" of each year, even though more than one (1) year may have elapsed between any given second Saturdays in February. Such meeting shall be called, noticed and conducted in accordance with the Articles and the Bylaws. Except as otherwise provided in the Articles, Bylaws, this Declaration, or Chapters 82 or 116 of the Nevada Revised Statutes, all matters requiring the approval of Members shall be deemed approved if Members holding a majority of the total voting power assent to them by written consent as provided in the Bylaws or if approved by a majority vote of a quorum of Members at any regular or special meeting held in accordance with the Bylaws. The Association shall hold not less than one (1) general meeting each calendar year.

4.3 Membership.

4.3.1 Membership Qualifications. The Members of the Association shall be the Owners of the Lots. The Owner(s) of each Lot shall have one (1) membership in the Association. The number of memberships in the Association shall be equal to the number of Lots within the Village at any given time.

4.3.2 Members' Rights and Duties. As used in this Declaration, the term "Member" shall refer to the Owner of a Lot if there is one Owner, or collectively to all of the Owners of a Lot if there is more than one Owner. Each Member shall have the rights, duties, and obligations set forth in this Declaration, the Articles, Bylaws, and Rules and Regulations, as the same may from time to time be amended. Except as otherwise provided in subsections (b) and (c) of Section 4.3.3 below, the respective interests of each of the Members shall be equal.

4.3.3 Voting.

(a) General. Except as otherwise provided in subsections (b) and (c) of this Section 4.3.3, each Member shall be entitled to one vote for each Residential Lot owned by such Member; and each Member shall be entitled to one (1) vote, plus an additional fractional vote, if applicable, for each Commercial Lot owned by such Member, determined as follows:





(1) Each Commercial Lot shall be entitled to one (1) vote, plus additional one-seventh (1/7th) multiples thereof, based on the gross square footage of the Improvements constructed on such Commercial Lot from time to time. Accordingly, Commercial Lot voting rates will vary according to the square footage of the Improvements on such Lots. For example, (i) if the gross square footage of the Improvements on a Commercial Lot is 1,400, then the Member will be entitled to one (1) vote, or (ii) if the gross square footage of the Improvements is 1,800, then the Member will be entitled to one and two-sevenths (1-2/7ths) votes or (iii) if the gross square footage of the Improvements is 1,940, then the Member will be entitled to one and three-sevenths (1-3/7ths) votes (round to the nearest one-seventh (1/7th));

(2) Voting rates shall remain constant for each fiscal year of the Association and shall be determined as of the first (1st) day of each fiscal year; provided, however, that the initial voting rate for each Commercial Lot which is unimproved shall be one (1) vote and shall be adjusted in accordance with the terms and provisions of subparagraph (1) above in mid-fiscal year only upon the issuance of a final certificate of occupancy for the initial Improvements constructed on such Commercial Lot. Thereafter, adjustments in voting rates for such Commercial Lot shall take place only as of the first day of each fiscal year of the Association. Each Commercial Lot shall be entitled to one (1) vote, regardless of the square footage of, or lack of, Improvements on such Lot.

The Association may not cast any vote otherwise allocated to it for any Lot it may own.

(b) Appointment and Removal of Members of Board and Officers of Association. Subject to the provisions of subsection (d) of this Section 4.3.3, Declarant reserves the right to appoint and remove all of the members of the Board and all of the officers of the Association until the earlier of the following events:

(i) Sixty (60) days after conveyance of seventy-five percent (75%) of the Lots which may be created in the Property or any Annexed Property to Owners other than Declarant (herein "Purchasers"); or

(ii) Five (5) years after Declarant has ceased to offer for sale in the ordinary course of business any Lots within the Property or any Annexed Property.

Declarant shall have the right to designate a person or persons who are entitled to exercise the rights reserved to Declarant under this subsection (b). The date on which the rights reserved by Declarant under this subsection (b) terminate is herein called



"the Declarant's control Termination Date." From and after the Declarant's Control Termination Date, the Board of Directors and the officers of the Association shall be elected and appointed as provided in the Articles and Bylaws.

(c) Composition of Board of Directors. Notwithstanding anything to the contrary set forth herein, not later than sixty (60) days after Declarant's conveyance of Lots equal to twenty-five percent (25%) of the total number of Lots which may be created within the Property to Owners other than Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board shall be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots which may be created within the Property or any Annexed Property to Owners other than Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Board shall be elected by Owners other than the Declarant. Not later than the Declarant's Control Termination Date, the Owners shall elect a Board of at least three (3) members, at least a majority of whom must be Owners.

(d) Persons Entitled to Serve on the Board. Except for the members of the Board appointed by Declarant in accordance with the Declaration, the Articles and the Bylaws, and the members of the first Board named in the Articles, all members of the Board shall be Members of the Association. Each Board member shall meet the eligibility requirements further set forth in the Bylaws. In all events where the person serving or offering to serve as an officer of the Association or member of the Board is not the record Owner, such person shall file proof of his or her authority in the records of the Association.

4.3.4 Exercise of Voting Rights. In the case of a Lot owned by two (2) or more persons or entities, the voting power shall be exercised by only one of them. Such voting member must be designated in writing to the Board by all Owners of such Lot, and the Association may preclude the vote for any such Lot by any Owner other than such designated Owner. If there is no such designation then such Lot shall have no vote until such designation is made. No vote allocated to a Lot owned by the Association may be cast.

4.4 Transfer of Membership. The Association membership of the Owner(s) of a Lot shall be appurtenant to such Lot, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except on a transfer of title to such Lot, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title or interest to a Lot shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner(s). Prior to any transfer of title to a Lot (including the sale of a Lot under a recorded contract of sale), either the transferring owner or the acquiring owner shall give notice to the Board of such transfer, including the name and address of the acquiring owner and the anticipated date of transfer. The Association shall have the right to charge a reasonable transfer fee payable to the Association



on the date of transfer of title to the Lot, which transfer fee shall be assessed against the Lot as a Violation Assessment if not paid when due.

## ARTICLE V

### POWERS AND DUTIES OF THE ASSOCIATION

5.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Nevada and the powers conferred upon it pursuant to Chapters 82 and 116 of the Nevada Revised Statutes, subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws, and this Declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles, and the Bylaws, and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, the following:

5.1.1 Assessments. The Association shall have the power to establish, fix, and levy assessments as set forth in **Article VI** hereof (herein collectively "Assessments") and to enforce payment of such Assessments in accordance with the provisions of this Declaration.

5.1.2 Rules and Regulations. Without limiting in any manner the rights of the Board to adopt and enact property usage rules and restrictions as provided in Section 3.1 above, and in addition to such rights, the Board shall have the power to adopt, amend, and repeal the Rules and Regulations regulating the use of the Common Area and for such other purposes as are expressly allowed by this Declaration or allowed pursuant to the Act. A copy of the Rules and Regulations as adopted, amended, or repealed, shall be mailed or otherwise delivered to each Member.

5.1.3 Right of Enforcement.

(a) General. The Association in its own name and on its own behalf, or on behalf of the Owners of two (2) or more Lots who consent, any Member on its own behalf, and Declarant on its own behalf, shall have the power and authority to commence and maintain actions for damages, or to restrain and enjoin any actual or threatened breach of any provision of this Declaration, the Articles, Bylaws, Rules and Regulations, or any resolutions of the Board, to enforce by mandatory injunction, or otherwise, all of these provisions, to intervene in litigation or administrative proceedings on matters affecting the Village. The Court in any such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

(b) Suspension of Voting Rights; Fines. The Association shall have the power and authority to suspend the voting rights, suspend an Owner's right to use



any recreational amenities comprising the Common Area, and can assess monetary penalties as allowed pursuant to the Act, against any Owner of a Lot or other person entitled to exercise such Owner's rights or privileges for any violation of this Declaration, the Articles, Bylaws or Rules and Regulations. Before invoking any such suspension or fine, the Board shall first proceed in accordance with the applicable requirements of Section 3.6. The Association does not have the power or authority to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of such Owner's Lot if the Owner does not comply with provisions of this Declaration or of the Articles, Bylaws, or Rules and Regulations, except when the loss or forfeiture is the result of a court judgment, arbitration decision, or a foreclosure or sale under a power of sale based on failure of the Owner to pay assessments levied by the Association. If the Association adopts a policy which allows the imposition of fines on an Owner for the violation of the Rules and Regulations and the terms and provisions of **Article III** hereof, the secretary or other officer specified in the Bylaws shall prepare and cause to be hand-delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot's Owner, a schedule of the fines that may be imposed for those violations. Notwithstanding any other provision of this Declaration to the contrary, a fine may be assessed against an Owner for a violation of the Rules and Regulations, only if the Owner was given written notice of the applicable Rule or Regulation, and all amendments thereto, at least thirty (30) days before the alleged violation. Each fine must be commensurate with the severity of the violation, but must not exceed \$100.00 for each violation or a total amount of \$500.00, whichever is less. If a fine is imposed and the violation is not cured within fourteen (14) days or a longer period as may be established by the Board, the violation shall be deemed a continuing violation. Thereafter, the Board may impose an additional fine for the violation for each seven (7) day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

5.1.4 Delegation of Powers; Professional Management; Other Services. The Association, acting by and through the Board, can delegate its powers, duties, and responsibilities to committees of Members, employees, agents and independent contractors, including a professional managing agent. The Association may obtain and pay for legal, accounting, and other services necessary and desirable in connection with the operation of the Village and the enforcement of this Declaration.

5.1.5 Personal Property. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise.

5.1.6 Other Services and Properties. The Association shall have the power to obtain or pay for, as the case may be, any other property, services, taxes, or assessments



which the Association or the Board is required to secure or pay for pursuant to the terms of this Declaration, the Articles, or Bylaws, including security services for the Village generally, or which, in its opinion, shall be necessary or proper for the operation of the Association, and to incur liabilities and make contracts respecting the same.

5.2 Duties of the Association. In addition to the duties delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 5.1.3, has the obligation to conduct all business affairs of common interest to all Members and to perform each of the following duties:

5.2.1 Professional Management. The Association may engage the services of a professional manager to manage the Village.

5.2.2 Taxes and Assessments. The Association shall pay all taxes and assessments levied against all Association Property or against the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

5.2.3 Insurance. The Association shall obtain and maintain, from reputable insurance companies, the insurance described in **Article VII**.

5.2.4 Operation and Maintenance of Association Property. The Association shall operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of any and all Association Property, including, but not limited to, any Common Area in which the Association has a vested present interest, and all its facilities, improvements, and landscaping; including, but not limited to, any and all private streets, Association-owned utilities and facilities, including, without limitation, telecommunications conduit and cabling, storm drainage and flood control systems, ditches, ponds and related improvements, and any other property acquired by the Association, including personal property. Without limiting the generality of the foregoing, the Association shall implement and comply with on a continued basis the Maintenance Schedule-Woodland Village Detention Basins set forth as **Exhibit "C"** attached hereto and incorporated herein by this reference. Such operations and management shall be conducted in a first-class manner, and the Association Property shall be maintained in a good state of repair. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association Property including contracts with Declarant. Without limiting the generality of the foregoing, the Association specifically is empowered to utilize treated sewer plant effluent for use in its irrigation system. In addition, the Association may charge fees for the use of Association owned utilities. Such fees shall be charged only to those Owners utilizing such utilities from time to time, and shall be charged at such rates and in such manner as the Association deems appropriate, which may include both flat rate and metered rate methods.



5.2.5 Repair of Damaged Curb and Gutter. Without limiting the obligations of Owners as set forth in Section 3.2.18 above, the Association shall have the obligation to, and shall, repair (and replace where necessary) , all curb and gutter improvements which are damaged by trees planted within County right-of-ways.

5.2.6 Implied Authority; Easements. The Association shall perform such other acts, whether or not expressly authorized by this Declaration, or any Supplemental Declaration that may be reasonably necessary to enforce any of the provisions of this Declaration, the Articles, Bylaws, and Rules and Regulations. There is hereby reserved to the Association such easements over the Common Areas and the Lots as are necessary to perform its duties and obligations or to exercise its rights as set forth in this Declaration, any Supplemental Declaration, the Bylaws, Articles, and the Rules and Regulations.

5.2.7 Other. The Association shall carry out the other duties of the Association set forth in the Declaration, Articles, and Bylaws.

5.3 Limitations on Authority of Board. Except with the vote or written consent of Members of the Association holding fifty-one percent (51%) of the voting rights and a majority of the voting rights allocated to Lots not owned by Declarant, the Board shall not compensate members of the Board or officers of the Association for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

5.4 Personal Liability. No member of the Board, or of any committee of the Association, or any officer of the Association, or any Manager, or Declarant, or any agent of Declarant, shall be personally liable to any Member, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

5.5 Meetings of Members. Meetings of Members shall be noticed and held as provided in the Articles, Bylaws, and this Declaration.

5.6 Association Books and Records and Association Property.

5.6.1 Right of Inspection. All membership registers, accounting records, and minutes of meetings of the Members, the Board, and committees of the Board, and all other books, documents and records of the Association, and the physical properties of the Association, shall be made available for inspection by any Member of the Association, or his, her or its duly appointed representative, or any mortgagee, during the regular working hours of the Association, at the office of the Association or at such other place as the Board prescribes. The right of inspection shall include the right to make copies of documents. The Board shall establish by resolution reasonable rules with respect to (a) notice to be given to



the custodian of the records of the Association by the Member representative, or mortgagee desiring to make an inspection, and (b) payment of the actual cost (not to exceed .25 cents per page or such higher amount as allowed pursuant to the Act) of reproducing copies of documents requested by a Member or by a representative or mortgagee. The provisions of this Section 5.6.1 do not apply to the personnel records of the Association or the records of the Association relating to another Owner. In addition to the foregoing, the Board shall maintain and make available for review at the business office of the Association or other suitable location:

- (a) The financial statement of the Association;
- (b) The Budgets of the Association; and
- (c) The study of the reserves of the Association required to be conducted pursuant to Section 6.4.2 below.

The Board shall provide a copy of any of the records required to be maintained pursuant to subsections (a), (b) and (c) immediately preceding to an Owner within fourteen (14) days after receiving a written request therefor.

**5.6.2 Declarant's Obligation to Deliver Association Property and Records to Board.** Within thirty (30) days after the Declarant's Control Termination Date, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by Declarant, including:

- (a) The original or a certified copy of the Declaration, the Articles, the Bylaws, minute books and other books and records of the Association and any Rules and Regulations which may have been adopted;
- (b) An accounting for money of the Association and financial statements from the date the Association received money to the Declarant's Control Termination Date. The financial statements shall fairly and accurately report the Association's financial condition prepared in accordance with generally accepted accounting principles;
- (c) The Association's money or control thereof;
- (d) All of the tangible personal property that has been represented by the Declarant to be Association Property or, all tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Area, and inventories of those properties; unless Declarant has disclosed in a public offering statement that such personal property will remain the property of Declarant;



- (e) A copy of any plans and specifications used in the construction of any Improvements which were completed within two (2) years before the Declaration was recorded;
- (f) All insurance policies then in force, in which the Owners, the Association, or its directors or officers are named as insured persons;
- (g) Copies of any certificates of occupancy that may have been issued with respect to any Improvements comprising the Village;
- (h) Any other permits and approvals issued by governmental bodies applicable to the Village which are in force or which were issued within one (1) year before the Declarant's Control Termination Date;
- (i) Written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective;
- (j) A roster of Owners and mortgagees of Lots, if known, and their addresses and telephone numbers, if known, as shown on Declarant's records;
- (k) Contracts of employment in which the Association is a contracting party;
- (l) Any contract for service in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the persons performing the services.
- (m) A complete study of the reserves of the Association, conducted by a person qualified by training and experience to conduct such a study;
- (n) A reserve account that contains the Declarant's share of the amounts then due, and control of the account; and
- (o) A disclosure, in writing, of the amount by which Declarant has subsidized the Annual Assessments on a per Lot basis.

ARTICLE VI

ASSESSMENTS

6.1 Agreement to Pay. Declarant, for each Lot owned by Declarant, and each Owner for each Lot owned by such Owner (all such Lots owned by Declarant and such Owners collectively,





at any given time, the "Assessed Lots"), hereby covenants and agrees to pay to the Association such Assessments as are made pursuant to this **Article VI**.

6.2 Personal Obligations. Each Assessment or installment thereof, together with any late charges, interest, collection costs, and reasonable attorneys' fees, shall be the personal obligation of the person or entity who is the Owner of the Lot at the time such Assessment (or installment) became due and payable. If more than one person or entity is the Owner of the Lot, the personal obligation to pay such Assessment (or installment) respecting such Lot shall be both joint and several. Subject to the provisions of Section 9.3 hereof, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid Assessments against the Lot, up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by non-use or abandonment of his Lot.

6.3 Purpose and Amount of Assessments. The Assessments levied by the Association shall be the amount estimated to be required, and shall be used exclusively, to promote the health, safety, and welfare of the Members of the Association, for the performance of the duties of the Association as set forth in this Declaration, and for the repair, maintenance and upkeep of the Common Area and any other Association Property. There shall be a reserve established for the repair and replacement of the major components of the Common Areas, and such reserve may be used only for Common Expenses that involve major repairs, replacements or restoration of such components, and not for daily maintenance.

6.4 Budget and Reserve Requirements.

6.4.1 Definitions. As used herein, "Annual Assessment" shall mean the amount of the Association budget ("Budget") for each fiscal year to pay the Common Expenses (defined below) as established pursuant to the provisions of this Article. The Budget must include, without limitation, the estimated annual revenue and expenditures of the Association and any contributions to be made to the reserve account of the Association. As used herein, "Common Expenses" means the expenditures made by the Association in the performance of its obligations hereunder, and the financial liabilities of the Association during the applicable fiscal year, including the costs and expenses of the daily operation of the Association and an allocation for reserves. Common Expenses include, but are not limited to, expenditures for the following purposes: (i) to operate, manage, maintain and repair the Common Area and other Association Property, and to administer the operation of the Association; (ii) to provide for reasonable reserves consistent with sound business practice for the repair, replacement and restoration of Improvements to the Common Area and any Association Property, and for such other purposes as are consistent with good business practice, and otherwise as required by NRS 116.3115(2)(b) and Section 6.4.2 of this Declaration; and (iii) to provide for the possibility that some Assessments may not be paid on a current basis. Without limiting the generality of the foregoing, Common Expenses shall



include: all charges, costs, and expenses whatsoever incurred by the Association for or in connection with the Association administration, including, but not limited to, the maintenance of the Common Area; any taxes and assessments assessed against Association Property, any taxes assessed against the Association itself, insurance premiums, including fire and other casualty insurance, liability insurance, workman's compensation insurance, and other insurance obtained pursuant to this Declaration; payment of any liability of the Association whatsoever for loss or damage arising out of or in connection with the Common Area or any fire, accident, or nuisance occurring within the Common Area; the cost of repair, rebuilding and replacement of the Improvements to the Common Area; the cost of all utility services to the Common Area, including water, electricity, refuse removal, landscape maintenance services, and any other similar service attributable to the Common Area; the unpaid share of any Assessment levied during the previous fiscal year against any Owner who has defaulted in payment thereof to the extent that the same becomes uncollectible; accounting and legal fees, management fees, and cleaning, janitorial and lawn care fees, and other necessary expenses of upkeep, maintenance, management and operation incurred with respect to the Common Area and the Improvements thereon; and a contribution, on an ongoing basis, from the Association to an entity, association, agency or governmental authority chosen by the Board, which is engaged in the preservation and enhancement of mule deer habitat on the Petersen Mountain Range. Such contribution shall be at a rate of not less than \$.50 per month, per Lot.

**6.4.2 Reserve Requirements.** That portion of the Budget specific to the reserve required by NRS 116.3115(2)(b) must include, without limitation:

- (a) The current estimated replacement cost, estimated remaining life and estimated useful life of each major component of the Common Areas;
- (b) As of the end of the fiscal year for which the Budget is prepared, the current estimate of the amount of cash reserves that are necessary and the current amount of accumulated cash reserves that are set aside, to repair, replace or restore the major components of the Common Areas;
- (c) A statement as to whether the Board has determined or anticipates that the levy of one or more special assessments will be required to repair, replace or restore any major component of the Common Areas or to provide adequate reserves for that purpose; and
- (d) A general statement describing the procedures used for the estimation and accumulation of cash reserves pursuant to subsection (b) immediately above, including, without limitation, the qualifications of the person responsible for the preparation of the study required below in this Section.

In addition to the foregoing, the Board shall:



- (1) Cause to be conducted at least once every five (5) years, a study of the reserves required to repair, replace and restore the major components of the Common Areas;
- (2) Review the results of that study at least annually to determine if those reserves are sufficient; and
- (3) Make any adjustments it deems necessary to maintain the required reserves.

The study required by subparagraph (1) immediately above must be conducted by a person qualified by training and experience to conduct such a study, including a member of the Board, an Owner or the property manager of the Association who is so qualified. The study must include, without limitation:

- (i) A summary of an inspection of the major components of the Common Areas the Association is obligated to repair, replace or restore;
- (ii) An identification of the major components of the Common Areas that the Association is obligated to repair, replace or restore which have a remaining useful life of less than thirty (30) years;
- (iii) An estimate of the remaining useful life of each major component identified pursuant to item (ii) immediately above;
- (iv) An estimate of the cost of repair, replacement or restoration of each major component identified pursuant to item (iii) immediately above during and at the end of its useful life; and
- (v) An estimate of the total Annual Assessments that may be required to cover the cost of repairing, replacement or restoration the major components identified pursuant to item (ii) immediately above, after subtracting the reserves of the Association as of the date of the study.

Money in the reserve account required by this Section 6.4.2 may not be withdrawn without the signatures of at least two (2) members of the Board or the signatures of at least one member of the Board and one officer of the Association who is not a member of the Board. The reserve account may be used only for Common Expenses that involve repairs, replacement or restoration of the major components of the Common Areas, including, without limitation, repairing and replacing roofs, roads and sidewalks, and must not be used for daily maintenance.



6.4.3 Allocation of Annual Assessments. The Annual Assessments shall be allocated among the Assessed Lots on the date the Annual Assessment for the applicable fiscal year is deemed approved, on the following basis:

(a) Residential Lots shall be assessed at the rate of one assessment unit per Lot.

(b) Commercial Lots shall be assessed at the rate of one assessment unit, plus one-seventh ( $1/7$ th) multiples thereof, based on the gross square footage of the Improvements constructed on such Commercial Lot from time to time.

(c) As used in this Section 6.4.3, "assessment unit" shall mean 1,400 square feet; provided, however, that Residential Lots, regardless of the square footage of Improvements located thereon, shall be levied with one assessment unit. Commercial Lot assessment rates will vary according to the square footage of the Improvements on such Lots. For example, (i) if the gross square footage of the Improvements on a Commercial Lot is 1,400, then the assessment rate will be one (1) assessment unit, or (ii) if the gross square footage of the Improvements is 1,800, then the assessment rate will be one and two-sevenths ( $1-2/7$ ths) or (iii) if the gross square footage of the Improvements is 1,940, then the assessment rate will be one and three-sevenths ( $1-3/7$ ths) (round to the nearest one-seventh ( $1/7$ th)).

(d) Assessment rates shall remain constant for each fiscal year once set. In the absence of another reasonably reliable source for such square footage number, the gross square footage of Improvements shall be determined as the total square footage of improvements disclosed in the Washoe County Tax Assessor's records for such Commercial Lot. Each Commercial Lot shall be levied a minimum of one (1) assessment unit, regardless of the square footage of, or lack of, Improvements on such Lot.

6.4.4 Procedure for Establishing Annual Assessments. Not less than ninety (90) days before the beginning of each fiscal year of the Association, the Board shall meet for the purpose of preparing the proposed Budget for the next succeeding fiscal year and establishing the Annual Assessment for such fiscal year. Not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, the Board shall adopt a proposed Budget for such fiscal year, provide and distribute a copy of such proposed Budget to each Owner, and set a date for a meeting of the Owners to consider ratification of the Budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the proposed Budget. Unless at that meeting sixty-six and two-thirds percent ( $66-2/3\%$ ) of all Owners vote to reject the proposed Budget, the proposed Budget shall be deemed ratified by the Owners, whether or not a quorum is present at such meeting. If the proposed Budget is so rejected, the Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board.



In lieu of distributing copies of the Budget required by this Section 6.4.4, the Board may distribute to each Owner a summary of the Budget, accompanied by a written notice that the Budget is available for review at the business office of the Association or other suitable location and that copies of the Budget will be provided upon request.

6.5 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the Common Expenses for a given fiscal year is or will become inadequate to meet the Common Expenses for any reason, including, but not limited to, delinquencies in the payment of Assessments, or in the event the Association has insufficient reserves to perform its obligations under this Declaration, then the Board shall determine the approximate amount of such shortfall, shall provide a summary thereof to all of the Owners with the Board's recommendation for a special assessment ("Special Assessment") to meet such shortfall, and shall set a date for a meeting of the Owners which is not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Unless at that meeting a majority of all Owners votes to reject the proposed Special Assessment, the proposed Special Assessment shall be deemed ratified by the Owners, whether or not a quorum is present at such meeting, and shall become a Special Assessment against, and allocated equally to, the Owners of the Lots. The Board may, in its discretion, provide for payment of any Special Assessment in any number of installments or provide that it is payable in one (1) installment within such time period as the Board deems reasonable.

6.6 Capital Improvement Assessments.

6.6.1 Association's Power to Levy; Definition. The Association shall have the power to levy assessments for Capital Improvements ("Capital Improvement Assessments") on the terms and conditions set forth below. As used herein "Capital Improvement" means (i) any Improvement upon the Common Area which is not a repair or replacement of an existing Improvement, or (ii) any expenditure relating to the Common Area which is outside the ordinary course of business of the Association.

6.6.2 Petition; Association Approval.

(a) Owners of not less than twenty-five percent (25%) of the Lots comprising the Village from time to time may petition the Association for the construction, installation, or acquisition of, or expenditure for, a Capital Improvement. Such petition shall be in writing and be in such form and shall contain such information as the Board may reasonably require. The Board may, on its own motion, move for the construction, installation, or acquisition of, or expenditure for, a Capital Improvement, in which case such motion shall be treated as if it were a petition duly submitted by Owners of three (3) or more of the Lots.

(b) Upon receipt of a petition for a proposed Capital Improvement or if the Board desires to propose a Capital Improvement, the Board shall obtain three (3) estimates from licensed contractors for the construction of the Capital Improvement.



(c) The Board shall submit the Capital Improvement proposal to the Members at the annual meeting, or a special meeting called for such purpose. Written notice of any meeting during which an assessment for a capital improvement is to be considered shall be delivered to each Owner not less than twenty-one (21) calendar days prior to such meeting and otherwise as required by this Declaration, the Bylaws and the Act. The Capital Improvement Assessment shall be deemed approved upon the affirmative vote of two-thirds (2/3rds) of the voting power of the Association and Declarant unless Declarant owns no Lots within the Property.

6.6.3 Levy of Capital Improvement Assessments. Capital Improvement Assessments shall be levied in equal proportions against the Owners of all of the Lots. The Owners of each Lot shall be assessed a fractional portion of such Assessment, the numerator of which fraction shall be one and the denominator of which shall be the sum of the number of Lots within the Property on the date such Assessment is levied. A Capital Improvement Assessment shall be paid in such installments and during such period or periods as shall be voted upon by the Members at the time such Assessment is approved. If no terms of payment are specified by such vote of the Membership, then the Capital Improvement Assessment shall be due and payable upon terms set by the Board.

6.6.4 Expenditure for Capital Improvement. After the levy of the Capital Improvement Assessment and the collection of the entire Capital Improvement Assessment, or a sufficient portion thereof as the Board deems prudent, then the Board shall cause the Capital Improvement to be constructed, installed, or acquired, or shall contract for the extraordinary expenditure constituting the Capital Improvement.

6.6.5 Deficiency in Capital Improvement Assessment. If at any time and from time to time a Capital Improvement Assessment proves or appears likely to be inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may, subject to the limitations set forth in this Section 6.6.5 levy a further Capital Improvement Assessment in the amount of such actual or estimated inadequacy, which shall be assessed to the Owners of all of the Lots within the Subject Property and any Annexed Property in the ratios defined in Section 6.6.3 hereof. If such additional assessment is in excess of five percent (5%) of the original Capital Improvement Assessment, the affirmative vote or written consent of a majority of the voting power of the Association shall be required for any such further assessment.

6.7 Violation Assessments. The Board shall have the power to levy "Violation Assessments" against Owners as authorized by this Declaration and for the purpose of collecting reasonable fines imposed by the Association or the Board as allowed by the Act and in accordance with the terms and provisions of this Declaration or pursuant to the Rules and Regulations. The Board shall levy a Violation Assessment against the Owners of a Lot: (i) to pay for the cost of curing any Maintenance Violation of such Owners and/or any other work performed by the Association for such Owners' account pursuant to the provisions of this Declaration, and any costs or expenses



incident thereto, including, but not limited to, attorneys' fees and court costs, and (ii) to collect liquidated damages and fines levied by the Association pursuant to the terms of this Declaration and any and all attorneys' fees and court costs.

6.8 Utilities Assessments. Any utility service delivered to the Lots for which the Association is billed shall, in turn, be billed by the Association to such Lots, at a uniform rate, on a monthly basis. Such billings shall be considered an assessment levied against each such Lot, and shall be enforced in accordance with the terms and provisions of this **Article 6**.

6.9 Rate of Assessment. Except as otherwise specifically provided in this Declaration, all Assessments levied by the Association must be fixed at an equal rate for all Lots; and the amount assessed to each Lot shall be determined by dividing the total amount assessed by the total number of Lots then within the Village and subject to assessment.

6.10 Assessment Period. The Annual Assessment period shall coincide with the fiscal year of the Association, which shall commence on January 1 of each year and shall terminate on December 31 of such year. However, the initial Annual Assessment period shall commence on the first day of the calendar month following the earlier of (i) the date the Common Area or any portion thereof is transferred to the Association and (ii) the date on which the sale of the first Lot in the initial phase of the Village is closed and recorded; and the Annual Assessment period as to all Lots in each subsequent phase of the Village, respectively, shall commence on the first day of the calendar month following the date on which the sale of the first Lot to a purchaser in such phase is closed and recorded, and shall terminate on December 31 of the year in which such sale is closed and recorded. The first Annual Assessment and all Special Assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection.

6.11 Notices of Assessments; Delinquencies. Any Assessment installment hereunder which is not paid within fifteen (15) days following the date it is due shall be deemed delinquent. All delinquent Assessments shall bear interest at the rate of eighteen percent (18%) per annum (or such higher or lower rate as is proscribed by the Act) from the date the Assessment becomes delinquent hereunder until paid, and, in addition, a late charge of TWENTY-FIVE AND NO/100THS DOLLARS (\$25.00) shall be due for each delinquent installment. The Association shall give written notice of all Assessments, except Violation Assessments, to the Owners of the Lots, which notice shall specify the amount of the Assessment and the date or dates payment of the same is due and shall be given in the manner provided for notices in this Declaration. Notice of a Violation Assessment is required to be given only to the Owners of the Lot against whom the Violation Assessment is made. Nothing contained herein shall be construed so as to require the Association to give periodic notices of the same Assessment; and one notice of an Assessment shall be sufficient to meet the requirements of this Section, even though the Assessment may be payable in installments. Failure of the Association to give notice of any Assessment shall not affect the liability of the Owners of the Lot for such Assessment; provided, however, that the date when payment of the first installment of such Assessment shall become due in such a case shall be deferred



to a date fifteen (15) days after such notice shall have been given, and the first installment of such Assessment shall not be deemed delinquent until fifteen (15) days after such deferred due date.

6.12 Statement of Account. Upon payment of a reasonable fee, not to exceed TWENTY-FIVE AND NO/100THS DOLLARS (\$25.00), and upon written request of any Owner or any mortgagee, prospective mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot, the amount of the current periodic assessment, and the date that such assessment becomes or became due, and if there is any credit for advance payments. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) business days following receipt of the written request and fee, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement.

6.13 Collection of Assessments. The right to collect and enforce Assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative can enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity; or the Board may enforce by judicial proceedings or, to the extent permitted by applicable law, through the exercise of the power of sale granted to the Board pursuant to applicable statutes and laws, and this Declaration. Suit to recover a money judgment against an Owner for unpaid assessments together with all other amounts due hereunder shall be maintainable without first foreclosing against the Lot which is subject to the lien for such assessment or waiving the lien rights granted hereby.

6.14 Lien for Assessments; Priority. All sums assessed to any Lot pursuant to this Declaration, and all fines imposed by the Association against the Owners of a Lot, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association from the date the Assessment or fine becomes due. If an Assessment or fine is payable in installments, the full amount of the Assessment or fine is a lien from the time the first installment thereof becomes due. Such lien shall be prior to all other liens and encumbrances on such Lot, except for: (a) valid tax and special assessment liens in favor of any governmental assessing authority; (b) liens and encumbrances recorded before the recordation of the Declaration; and (c) a First Deed of Trust recorded before the date on which the Assessment or fine sought to be enforced became delinquent. The lien created by this Declaration for unpaid Annual Assessments is also prior to a First Deed of Trust to the extent of the amount of such Annual Assessments which would have become due during the six (6) month period immediately preceding institution of an action to enforce the lien.





## 6.15 Enforcement of Lien.

6.15.1 Notice of Delinquent Assessment and Notice of Default. Except for liens attributable to an Owner's failure to pay a fine or fines imposed for a violation which does not threaten the health, safety or welfare of the residents of the Village, which lien must be foreclosed judicially, the Association may foreclose all liens by sale pursuant to NRS Chapter 116 after:

(a) The Association has mailed in accordance with NRS 116.31162, or any successor statute, a notice of delinquent assessment (herein "Notice of Delinquent Assessment"), which states the amount of the Assessments or fines which are due together with all interest and late charges thereon in accordance with the provisions of this Declaration, a description of the Lot against which the lien is imposed, and the name of the record Owner of the Lot; and

(b) The Association or other person conducting the sale has executed and caused to be recorded with the County Recorder, a notice of default and election to sell the Lot to satisfy the lien ("Notice of Default"), which shall contain the same information as the Notice of Delinquent Assessment, but which shall also describe the deficiency in payment and the name and address of the person authorized by the Association to enforce the lien by sale; and

(c) The Owners of the Lot or their successors in interest have failed to pay the amount of the lien, including interest and late charges, and costs, fees and expenses incident to its enforcement for a period of sixty (60) days which commences on the first day following the later of:

(i) The day on which the Notice of Default is so recorded; and

(ii) The day on which a copy of the Notice of Default is mailed by certified or registered mail, return receipt requested, to the Owners of the Lot or their successors in interest at their address if known, or otherwise to the address of the Lot.

6.15.2 Notice of Sale. The Association or other person conducting the sale shall, at any time after the expiration of such sixty (60) day period and before selling the Lot, give notice of the time and place of the sale ("Notice of Sale") in the manner and for a time not less than that required by law for the sale of real property upon execution, except that a copy of the Notice of Sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the Owners of the Lot or their successors in interest at their address if known, or otherwise to the address of the Lot. Such sale shall be conducted in any manner permitted by law. Each Owner who is liable for payment of the Assessment shall be required to pay the costs and expenses of such



foreclosure proceeding including, but not limited to, the cost of preparation of all notices (whether or not such notice has been given to the Owners at the time payment is made), reasonable attorneys' fees, and title insurance costs.

All such costs and expenses of the foreclosure shall be secured by the lien being foreclosed. Each Owner who is liable for payment of the Assessment shall be required to pay to the Association any and all Assessments against such Owner which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Improved Lot. The Association shall be entitled to bid on credit up to and including the amount secured by the lien being foreclosed.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Washoe County, Nevada, real estate records, upon payment of all sums secured by such lien.

Any encumbrancer holding a lien on a Lot may, but shall not be required to, pay any amounts secured by a lien for unpaid assessments, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including rights of priority.

6.16 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves must be paid to the Owners in proportion to their liabilities for Common Expenses or credited to them to reduce their future assessments for Common Expenses.

ARTICLE VII

INSURANCE

7.1 Insurance to be Obtained. The Association shall obtain and maintain in full force and effect at all times insurance coverage, provided by companies duly authorized to do business in Nevada, generally as set forth in this Article, and specifically as required by NRS §§ 116.3113 and 116.31133 and the United States Department of Veterans Affairs ("VA") and the United States Department of Housing and Urban Development ("HUD") if the Village has been, or is intended to be, qualified with such entities.

7.2 Casualty Insurance. The Association shall obtain a master policy of insurance equal to full replacement value (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation, and other items normally excluded from coverage) on all insurable Improvements upon the Common Area and any other Improvements under the control of the Association (including all building service equipment and the like and any fixtures or equipment within such improvements) and all other personal property commonly owned by the Owners. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against



which the Association shall deem it appropriate to provide insurance protection. The Association shall comply with the above requirements by the purchase of a policy containing such coverage with "deductible" provisions as in the Association's opinion are consistent with good business practice, provided that in no event shall such deductible be in an amount greater than the lesser of \$10,000.00 or one percent (1%) of the face amount of such policy.

7.3 Liability Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Such coverage shall be in an amount generally required by private institutional mortgage investors for projects similar in construction, location, and use, and in no event shall be less than \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association and activities in connection with the ownership, operation, maintenance, and other use of the Village. The liability insurance shall name as separately protected insured's Declarant, the Association, the Board, and their representatives, members, and employees, with respect to any liability arising out of the maintenance or use of any Association property. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against Declarant, the Board, and their representatives, members, and employees. After Declarant has no further interest in any portion of the Village, then the above insurance provisions regarding Declarant shall not apply.

7.4 Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

7.5 Fidelity Insurance. The Association shall purchase insurance covering officers and employees of the Association and employees of any manager or managing agent, whether or not any such persons are compensated for their services, against dishonest acts on their part, or in lieu thereof, a fidelity bond, naming the Association as obligee, written in an amount equal to at least the estimated maximum of funds, including reserves in the custody of the Association or the management agent at any give time during the term of the fidelity bond. However, the bond shall not be less than a sum equal to three (3) months aggregate assessments on all Lots, plus reserve funds.

7.6 Other Insurance. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Village, including any personal property of the Association located thereon.

7.7 Premiums and Reviews. Except as provided above, premiums for all of the foregoing insurance carried by the Association shall be a common expense and shall be included in the assessments or charges made by the Association. The Board shall review the limits of all insurance



policies of the Association at least once a year and adjust the limits as the Board deems necessary or appropriate.

7.8 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' written notice is first given to the Association and to each first mortgagee. All policies of insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees, and agents, and against each Owner and each Owner's employees, agents, and guests, and shall provide that the insurance cannot be canceled, invalidated, or suspended on account of the conduct of the Association, the Board, employees, and agents or of any Owner or such Owner's employees, agents, or guests, and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee.

7.9 Owner's Insurance Responsibilities. The following insurance coverages shall be the responsibility of each respective Owner: insurance on items of personal property placed in an Improvement by Owner; insurance for hazard, casualty and public liability coverage within each Lot, including, without limitation, all structures located therein; and insurance coverage for activities of the Owner, not acting for the Association, with respect to the Common Area.

ARTICLE VIII

DESIGN COMMITTEE

8.1 Design Committee. There shall be a committee ("Design Committee"). During any time that Declarant retains Special Declarant's or Developmental Rights pursuant to **Article X** hereof, the Design Committee shall be comprised of not less than three (3) members who shall be appointed by Declarant; and such members need not be Members and may be employees, agents or representatives of Declarant. After Declarant no longer retains any Special Declarant's or Developmental Rights, or at any earlier time as Declarant relinquishes its right to appoint the Design Committee by written notice of such relinquishment to the Board, the Design Committee shall be comprised of the Board; provided, however, that the Board may appoint a committee of not less than five (5) members, at least two (2) of whom must be Members, and remainder of whom need not be Members.

8.2 Duties. It shall be the duty of the Design Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt Design Committee Rules, to enforce, amend and supplement the Landscape Manual (below defined), to perform other duties delegated to it by the Association, and to carry out all other duties imposed upon it by this Declaration.



8.3 Meetings. The Design Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Design Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Design Committee may charge a filing fee to be used to pay an architect, who may or may not be a member of the Design Committee, to review the submitted plans and specifications. The Board may reimburse members for reasonable expenses incurred by them in the performance of any Design Committee function.

8.4 Design Committee Rules; Landscape Manual. The Design Committee shall from time to time and in its sole discretion adopt, amend, supplement and repeal by unanimous vote rules and regulations to be known as "Design Committee Rules" interpreting and implementing the provisions of this **Article VII** and setting forth fees to be charged and procedures, and design, and construction criteria to be followed in submitting proposals to the Design Committee. As part of the original Design Committee Rules, Declarant has prepared a landscape manual (the "Landscape Manual") for the Village, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. The Landscape Manual is deemed a part of this Declaration for all purposes and is enforceable in the same manner as the terms and provisions of this Declaration.

The terms and provisions of the Landscape Manual may be amended and supplemented by the Design Committee from time to time as part of its power and authority to enact the Design Committee Rules, provided any such amendment or supplement may not impose any new or additional material burden, economic or otherwise, on any Owner of a Lot which has been sold previously by Declarant; but such amendments or supplements may apply to Lots owned by Declarant and may impose new or additional material landscape requirements and restraints, provided Declarant consents to such retroactive application in writing to the Association. Notwithstanding the foregoing to the contrary, even as to existing Owners changes or addition to the terms and provisions of the Landscape Manual shall be applicable to any replacement of landscaping or portions thereof on a Lot including, without limitation, trees, shrubs, ground cover materials, irrigation facilities and all other matters which are the subject of the Landscape Manual. A copy of the Design Committee Rules and Landscape Manual, as they may from time to time be adopted, amended, or repealed, certified by any member of the Design Committee, shall be maintained by the office of the Association and shall be available for inspection and copying by any Owner at any reasonable time during the business hours of the Association.

8.5 Application for Approval of Plans and Specifications. Any Owner of a Lot proposing to make any Improvements or to perform any other work that requires the prior approval of the Design Committee shall apply to the Design Committee for approval by notifying the Design Committee of the nature of the proposed Improvement(s) and work. Prior to the commencement of construction, the Owner shall submit to the Design Committee for its review and approval such information and materials as the Design Committee in the exercise of its reasonable discretion deems necessary for it to be adequately informed with respect to the Improvement(s) and work to be undertaken by such Owner. The Board, upon request from the Design Committee, may deliver a Violation Notice to any Owner who commences or prosecutes the construction or installation of any



Improvement on a Lot without complying fully with the terms and provisions of this **Article VIII**, or who fails to complete any such Improvement in the time and manner required pursuant to this **Article VIII**, the Design Committee Rules or the Landscape Manual.

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

8.6.1 The Owner shall have strictly complied with the provisions of Section 8.5; and

8.6.2 The Design Committee finds that the plans and specifications conform to this Declaration, the Design Committee Rules and the Landscape Manual, as applicable, as in effect at the time such plans were submitted to the Design Committee; and

8.6.3 The Design Committee in its reasonable discretion determine that the proposed Improvements would be compatible with the other property in the Village and the purposes of the Declaration as to the quality of workmanship and materials, as to harmony of external design with existing structures, and as to other existing aesthetic characteristics of the Village.

8.7 Basis for Disapproval of Improvements. The Design Committee may disapprove any application on aesthetic grounds, and more specifically: (a) because of the reasonable dissatisfaction of the Design Committee with the Improvement proposed to be erected or installed, because of the materials of which it is to be built or comprised, the harmony thereof with its surroundings, or any additional maintenance, repair or replacement burden such matter would impose upon the Association; or (b) because of non-compliance with any of the specific conditions and restrictions contained in this Declaration, the Design Committee Rules or the Landscape Manual.

8.8 Form of Approval. All approvals or disapprovals given under Sections 8.5 or 8.6 shall be in writing; provided, however, any request for approval which has not been rejected within sixty (60) days from the date of submission thereof to the Design Committee shall be deemed approved. The approval may be conditioned upon the deposit by the Owner of a performance bond, cash deposit, or other undertaking to assure completion of the approved Improvement in accordance with the terms of the approval once construction thereof is commenced.

8.9 Proceeding with Work. Upon receipt of approval from the Design Committee pursuant to Section 8.6, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, installation, refinishing, alterations, and excavations pursuant to the approval. Except as may be required otherwise by the Landscape Manual, construction and installation of the approved Improvements shall commence, in all cases, within one year from the date of such approval. If the Owner shall fail to comply with this Section, any approval given pursuant to Section 8.6 shall be deemed revoked unless the Design Committee, upon written request of the Owner made prior to the



expiration of the one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Design Committee that there has been no change in the circumstances upon which the original approval was granted.

8.10 Failure to Complete Work. Except for such shorter period of time as may be provided for in the Landscape Manual, the Owner shall complete the construction, reconstruction, installation, refinishing or alteration of any such Improvement within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents.

8.11 Waiver. The approval by the Design Committee of any plans, drawings, or specifications for any work done or proposed or for any other matter requiring the approval of the Design Committee under this Declaration or any Supplemental Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

8.12 Liability. Provided that the Design Committee or a particular member of the Design Committee has acted in good faith on the basis of the information as may be possessed by the Design Committee or the member, as the case may be, then neither the Design Committee nor any member thereof shall be liable to the Association, to any Owner, or any other person for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, with respect to the construction or performance of any work, whether or not such performance complied with approved plans, drawings, and specifications; (c) the development of any property subject to this Declaration. Without limiting the generality of the foregoing, the Design Committee and any member thereof may, but it is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Design Committee.

## ARTICLE IX

### PROTECTION OF LENDERS

9.1 Encumbrance of Lots Permitted. Any Owner may encumber such Owner's Lot with a Deed of Trust.

9.2 Subordination. Except as provided otherwise by the Act or **Article VI** hereof, any lien created or claimed under **Article VI** of this Declaration is subject and subordinate to the lien of any First Deed of Trust encumbering any Lot, unless the priority of such First Deed of Trust is expressly subordinated to such assessment lien by a written instrument duly recorded.

9.3 Non-Liability for Unpaid Assessments. Any beneficiary of a First Deed of Trust who acquires title to a Lot pursuant to the judicial or non-judicial foreclosure remedies provided in the



Deed of Trust shall take the Lot free of any claims for unpaid assessments or Association charges against the encumbered Lot that accrue greater than six (6) months prior to the time such beneficiary so acquires ownership of the Lot; provided, however, after the foreclosure of any such Deed of Trust, such Lot shall remain subject to the Declaration; and the amount of all regular and special assessments, to the extent they relate to expenses incurred subsequent to such foreclosure sale, shall be assessed hereunder to the grantee or purchaser thereunder.

9.4 Breach of Covenants. A breach by an Owner of any of the provisions of this Declaration, shall not defeat or render invalid the lien of any Deed of Trust made in good faith and for value as to the Village or any portion thereof; provided, however, the provisions of this Declaration shall be binding upon the Owners whose title thereto is acquired under foreclosure, trustee's sale, or otherwise.

9.5 Notice to Eligible Mortgage Holders, Insurers and Guarantors. The holder of any First Deed of Trust shall be entitled to become an "Eligible Mortgage Holder" pursuant to the provisions of this Declaration and any insurer or guarantor of a First Deed of Trust shall be entitled to become an "Eligible Insurer" hereunder by notifying the Association of its name, address and the address of the Lot encumbered by the First Deed of Trust which it holds or insures in the manner provided in Section 11.5 below. Such notification shall be deemed to be a request with respect to such Lot for written notice from the Association of: (i) any default in the payment of Assessments which remains uncured for a period of sixty (60) days; (ii) any condemnation or casualty loss that affects a material portion of the Village or the Lot; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed action described in Section 9.9 below. The Association shall give written notice to Eligible Mortgage Holders in accordance with the provisions of this Section 9.5 and in the manner prescribed in Section 11.5 below. Any holder of a First Deed of Trust encumbering any Lot or any portion of the Property who does not so request notice, shall not be deemed to be an Eligible Mortgage Holder under the terms of this Declaration. Unless and until notice is given to the Association as provided in this Declaration by a mortgage holder, insurer or guarantor, such mortgage holder, insurer or guarantor shall not be entitled to notice of default, nor to any right, distribution or notice pursuant to this Declaration.

9.6 Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the Articles shall give an Owner, or any other party, priority over any rights of the holders of First Deeds of Trust in the case of a distribution to Owners of insurance proceeds or condemnation awards.

9.7 Appearance at Meetings. Because of its financial interest in the Village, any beneficiary of a First Deed of Trust may appear (but cannot vote) at meetings of the Members and the Board, and may draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or Assessments.





9.8 Examination of Records. The holders of First Deeds of Trust shall have the right to examine at reasonable times the books and records of the Association and can require the submission of financial data concerning the Association, including annual audit reports and operating statements as and when furnished to the Owners.

ARTICLE X

SPECIAL DECLARANT'S AND DEVELOPMENTAL RIGHTS

10.1 General. Declarant and any Successor Declarant may be undertaking the work of constructing Improvements to and upon the Village and adding real property to the Village in accordance with the terms and provisions of this **Article X**. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this **Article X** are personal to Declarant and any Successor Declarant, and may only be transferred by a written assignment duly recorded from a Declarant to a Successor Declarant, or from a Successor Declarant to another Successor Declarant.

10.2 Special Declarant's Rights. Declarant hereby reserves unto itself the rights to:

10.2.1 Complete all Improvements within the Village, including, but not limited to, those indicated on Plats or Plans or described in this Declaration;

10.2.2 Maintain at least one (1) sales office and management office within the Village which may be relocated from time to time.

10.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere in the Village, excluding Lots owned by Owners other than Declarant;

10.2.4 Use easements through the Common Area for the purpose of making Improvements within the Village; and

10.2.5 Appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Article shall give the Declarant the right to damage any Lot or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas; and Declarant's right to so use the Village shall terminate upon final completion of construction of the Village, including all future Phases, except as required for maintenance and repair obligations conducted by Declarant which may continue after such date.

10.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create Common Areas within such real estate as follows:



10.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to this Declaration as part of the Village from time to time all or a portion of the real property described in **Exhibit "B"** to this Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the real property so annexed an additional two thousand nine hundred fifteen (2,915) Lots and Common Area for a maximum total of three thousand (3,000) Lots. In addition, Declarant reserves the right to add unspecified real property to the Village in the manner provided for in Section 116.2122 of the Act. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a lot of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

10.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in this Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of this Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner materially less restrictive or inconsistent with the provisions of this Declaration. In the event of any inconsistency between the provisions of this Declaration and those of a Supplemental Declaration, the provisions of this Declaration shall control.

10.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in Section 10.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined herein and shall be subject to all of the provisions of this Declaration.

10.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Section 10.3.3, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

10.4.1 all Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration and the Applicable Supplemental Declaration;

10.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;



10.4.3 all Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners. Votes shall not be cast separately by Phase; and

10.4.4 after each annexation, the Association assessments shall be reassessed with Assessed Lots in the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other Assessed Lots in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Lot prior to such reassessment.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Duration. The provisions of this Declaration shall continue and be effective for a period of fifty (50) years from the date of recordation hereof and shall be automatically extended for successive periods of ten (10) years each until (i) the Owners of at least eighty percent (80%) of the Lots within the Village shall execute a written instrument, which may be executed in counterparts, in recordable form declaring that the provisions of this Declaration shall terminate, and (ii) such written instrument is recorded in the office of the Recorder of Washoe County, Nevada.

11.2 Amendment. Except as otherwise provided in NRS Section 116.2117 and below, this Declaration may be amended by vote or agreement of not less than sixty-seven percent (67%) of the voting power of the Association. Notwithstanding the foregoing to the contrary, (i) Sections 3.2.18, 3.2.20, 5.2.4, 5.2.5 and 11.3.6 may not be amended without the written consent of the County and (ii) Sections 3.4.1 and 3.4.2 may be amended only by the written vote or agreement of Owners holding not less than eighty percent (80%) of the voting power of the Association. All such amendments must be in writing, and prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for such purpose or, by the President of the Association in the absence of such designation. Such amendment shall be recorded in the office of the County Recorder of the County in which the Property is located.

11.3 Enforcement and Waiver.

11.3.1 Owner's Right of Enforcement. In addition to the rights of enforcement granted to the Association pursuant to the provisions of Section 5.1.2 hereof, any Owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions, and restrictions now or hereafter imposed by this Declaration upon the Owners or upon any of the Property. Except as expressly provided otherwise in Section 11.3.6 below, nothing herein shall be construed as creating a third party beneficiary contract in favor of parties who are not Owners or Eligible Mortgage Holders.

11.3.2 Violations and Nuisance. Every act or omission whereby a covenant, condition, or restriction of the Declaration is violated in whole or in part is hereby declared



to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action.

11.3.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

11.3.4 Remedies Cumulative. Each remedy provided by the Declaration is cumulative and not exclusive.

11.3.5 Nonwaiver. The failure to enforce the provisions of any covenant, condition, or restriction contained in the Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of the Declaration.

11.3.6 Enforcement by County. The County is hereby made an intended third party beneficiary as to the tree planting, maintenance and removal obligations of the Association and Owners as provided in Section 3.2.18, and as to the Association's storm drainage, detention basin and flood control obligations as provided in Sections 5.2.4 and 5.2.5, with full power and authority to enforce the provisions of such Sections in the same manner as the Association and Owners as provided in this Declaration and otherwise pursuant to applicable law.

11.4 Termination of Former Owner's Liability for Assessments. Upon the conveyance, sale, assignment, or other transfer of a Lot to a new Owner, the transferring Owner shall not be liable for any Assessments levied with respect to such Lot after notification of the Association of such transfer in the manner provided in Sections 4.4 and 11.5 hereof and the payment of a transfer fee as provided in Section 4.4 hereof. No person, after the termination of his status as an Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration.

11.5 Notices. All notices hereunder to the Association or the Board shall be sent by regular mail, or registered or certified mail, return receipt requested, addressed to the Board at the address of the Manager, or to such other place as the Board may designate from time to time by notice in writing to the Owners of all of the Lots. Until the Owners are notified otherwise, all notices to the Association or to the Board shall be addressed as follows:

Woodland Village Homeowners Association  
P.O. Box 7548  
Reno, Nevada 89510

All notices given by the Association to any Owner shall be sent by regular mail, or by registered or certified mail, return receipt requested, to such Owner's Lot address or to such other address as may



be designated by such Owner from time to time, in writing, to the Board. All notices to Eligible Mortgage Holders shall be sent by registered or certified mail, return receipt requested, at the address to which such Eligible Mortgage Holder has last requested that notice be sent by notifying the Association in the manner provided in this Section 11.5. All notices shall be deemed to have been received within seventy-two (72) hours after the mailing thereof, except notices of change of address which shall be deemed to have been given when actually received.

11.6 Approvals. Any consent or approvals by the Board or Design Committee shall be in writing.

11.7 Construction and Severability; Singular and Plural; Titles.

11.7.1 Restrictions and Easements Construed Together. All of the covenants, conditions, restrictions and easements of this Declaration shall be liberally construed together to promote the purposes of this Declaration as set forth herein.

11.7.2 Restrictions and Easements Severable. The covenants, conditions, restrictions and easements contained in this Declaration shall be deemed independent and severable; and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

11.7.3 Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter, as the context requires.

11.7.4 Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions of any Section.

12. Special Rights of VA. So long as Declarant retains Special Declarant's Rights pursuant to NRS 116.3103(4), the following shall require the prior approval of VA: (i) annexation of additional real property to the Village, (ii) de-annexation, (iii) mergers and consolidations, and (iv) all special assessments and amendments to this Declaration. A draft of any amendment to this Declaration should be submitted to the VA for its approval prior to its approval by the Association.





EXHIBIT A  
WOODLAND VILLAGE PHASE 1  
LEGAL DESCRIPTION

A parcel of land situate in Section 16, Township 21 North, Range 18 East, M.D.M. and being a portion of Parcel B1 as shown on Record of Survey 3389, Official Records, Washoe County, Nevada more particularly described as follows:

Beginning at a point on the West Line of said Section from which the North Quarter Corner of said Section bears North 45°54'31" East a distance of 3781.41 feet;

thence with said Line North 02°12'29" East a distance of 60.04 feet;

thence departing said Line South 89°55'19" East a distance of 753.80 feet;

thence North 00°00'15" West a distance of 50.32 feet;

thence South 89°46'42" East a distance of 1834.37 feet;

thence South 67°44'50" East a distance of 231.90 feet;

thence North 43°02'05" East a distance of 91.25 feet;

thence South 63°13'17" East a distance of 112.67 feet;

thence from a tangent which bears South 26°46'44" West, along a circular curve to the left with a radius of 48.00 feet and a central angle of 54°07'22" an arc length of 45.34 feet;

thence with a non-tangent line South 63°20'06" West a distance of 139.59 feet;

thence South 03°25'37" West a distance of 182.70 feet;

thence South 02°00'22" West a distance of 236.49 feet;

thence South 00°22'51" West a distance of 677.44 feet;

thence South 51°08'55" East a distance of 15.81 feet;

thence from a tangent which bears North 38°51'05" East, along a circular curve to the right with a radius of 48.00 feet and a central angle of 102°21'02" an arc length of 85.75 feet;

thence along a tangent circular curve to the left with a radius of 25.00 feet and a central angle of 50°56'23" an arc length of 22.23 feet;

thence South 89°44'16" East a distance of 241.20 feet;



thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of 89°52'53" an arc length of 31.37 feet;

thence North 00°22'51" East a distance of 10.00 feet;

thence South 89°49'44" East a distance of 52.00 feet;

thence South 00°22'51" West a distance of 10.00 feet;

thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of 90°07'07" an arc length of 31.46 feet;

thence South 89°44'16" East a distance of 96.64 feet;

thence along a tangent circular curve to the right with a radius of 321.00 feet and a central angle of 04°18'37" an arc length of 24.15 feet;

thence South 85°25'39" East a distance of 87.99 feet;

thence along a tangent circular curve to the left with a radius of 279.00 feet and a central angle of 04°11'30" an arc length of 20.41 feet;

thence South 89°37'09" East a distance of 166.05 feet;

thence North 00°22'51" East a distance of 681.38 feet;

thence South 89°37'09" East a distance of 255.81 feet;

thence North 00°22'51" East a distance of 226.40 feet;

thence North 32°31'44" East a distance of 36.57 feet;

thence from a tangent which bears North 57°28'16" West, along a circular curve to the right with a radius of 48.00 feet and a central angle of 189°54'22" an arc length of 159.10 feet;

thence with a non-tangent line North 42°26'06" East a distance of 80.89 feet;

thence South 84°57'37" East a distance of 182.03 feet;

thence South 86°30'11" East a distance of 60.24 feet;

thence North 82°24'02" East a distance of 183.76 feet;

thence North 13°54'17" West a distance of 154.44 feet;

thence North 54°08'04" East a distance of 149.04 feet;





thence North  $53^{\circ}24'35''$  East a distance of 43.87 feet;  
thence North  $50^{\circ}28'53''$  East a distance of 73.06 feet;  
thence North  $83^{\circ}07'13''$  East a distance of 80.50 feet;  
thence North  $06^{\circ}52'47''$  West a distance of 53.43 feet;  
thence North  $44^{\circ}59'45''$  East a distance of 64.28 feet;  
thence North  $43^{\circ}22'13''$  East a distance of 202.54 feet;  
thence North  $27^{\circ}13'57''$  East a distance of 52.00 feet;  
thence from a tangent which bears South  $62^{\circ}46'03''$  East,  
along a circular curve to the left with a radius of 994.00  
feet and a central angle of  $05^{\circ}38'15''$  an arc length of  
97.80 feet;  
thence along a tangent circular curve to the left with a  
radius of 20.00 feet and a central angle of  $80^{\circ}58'30''$   
an arc length of 28.27 feet;  
thence along a tangent circular curve to the right with a  
radius of 221.00 feet and a central angle of  $09^{\circ}17'52''$   
an arc length of 35.86 feet;  
thence with a non-tangent line South  $50^{\circ}04'56''$  East a  
distance of 42.00 feet;  
thence from a tangent which bears North  $39^{\circ}55'04''$  East,  
along a circular curve to the right with a radius of 179.00  
feet and a central angle of  $14^{\circ}09'31''$  an arc length of  
44.23 feet;  
thence North  $54^{\circ}04'35''$  East a distance of 84.64 feet;  
thence along a tangent circular curve to the right with a  
radius of 179.00 feet and a central angle of  $37^{\circ}17'45''$   
an arc length of 116.52 feet;  
thence South  $88^{\circ}37'40''$  East a distance of 2.36 feet;  
thence South  $01^{\circ}22'20''$  West a distance of 593.82 feet to a  
point on the East Line of said Section and the Westerly  
Boundary of the Cold Spring Ranch Subdivisions;  
thence with said Line and Boundary South  $01^{\circ}21'20''$  West a  
distance of 1323.28 feet to a point on the Northerly  
Boundary of the Reno Park Estates Subdivisions;  
thence departing said Section Line and with the Boundary of  
said Subdivisions North  $89^{\circ}37'09''$  West a distance of  
1705.96 feet;



thence departing said Boundary from a tangent which bears North  $00^{\circ}13'51''$  East, along a circular curve to the right with a radius of 100.00 feet and a central angle of  $11^{\circ}28'42''$  an arc length of 20.03 feet;

thence along a tangent circular curve to the left with a radius of 100.00 feet and a central angle of  $11^{\circ}28'42''$  an arc length of 20.03 feet;

thence North  $00^{\circ}13'51''$  East a distance of 31.50 feet;

thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of  $89^{\circ}51'00''$  an arc length of 31.36 feet;

thence North  $89^{\circ}37'09''$  West a distance of 53.24 feet;

thence along a tangent circular curve to the right with a radius of 321.00 feet and a central angle of  $04^{\circ}11'30''$  an arc length of 23.48 feet;

thence North  $85^{\circ}25'39''$  West a distance of 87.99 feet;

thence along a tangent circular curve to the left with a radius of 279.00 feet and a central angle of  $04^{\circ}18'37''$  an arc length of 20.99 feet;

thence North  $89^{\circ}44'16''$  West a distance of 429.84 feet;

thence along a tangent circular curve to the left with a radius of 25.00 feet and a central angle of  $50^{\circ}56'23''$  an arc length of 22.23 feet;

thence along a tangent circular curve to the right with a radius of 48.00 feet and a central angle of  $119^{\circ}19'03''$  an arc length of 99.96 feet;

thence with a non-tangent line South  $68^{\circ}38'24''$  West a distance of 21.93 feet;

thence South  $00^{\circ}22'51''$  West a distance of 90.65 feet to a Point on the Northerly Boundary of said Reno Park Estate Subdivisions;

thence North  $89^{\circ}46'09''$  West a distance of 201.56 feet to a Point on the Easterly Boundary of said Subdivisions;

thence with said Boundary North  $01^{\circ}39'33''$  East a distance of 1319.69 feet;

thence with the Northerly Boundary of said Subdivisions North  $89^{\circ}37'24''$  West a distance of 977.01 feet;

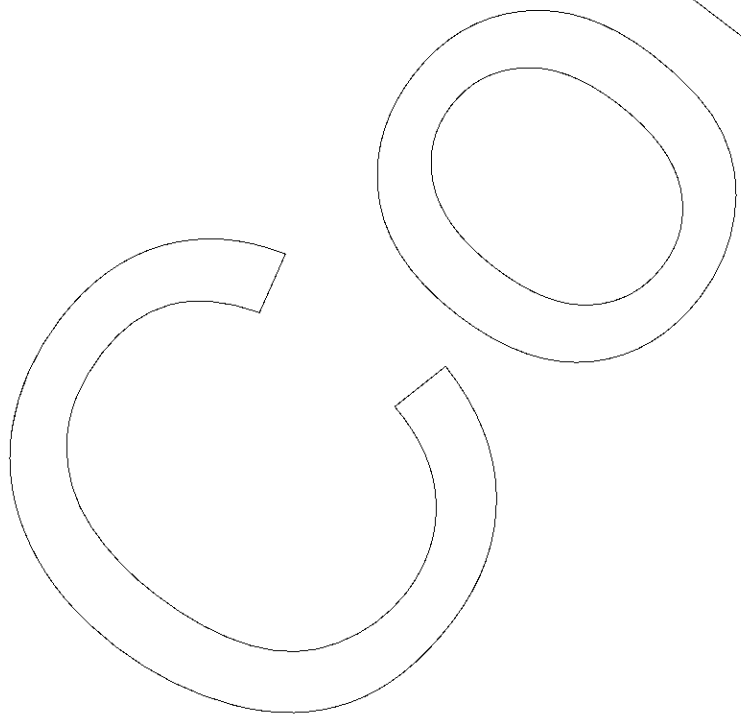
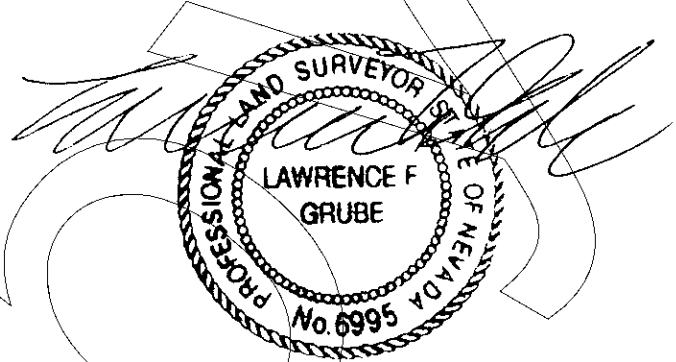
thence South  $01^{\circ}41'07''$  West a distance of 0.34 feet;



thence North 89°55'19" West a distance of 1663.34 feet to the Point of Beginning.

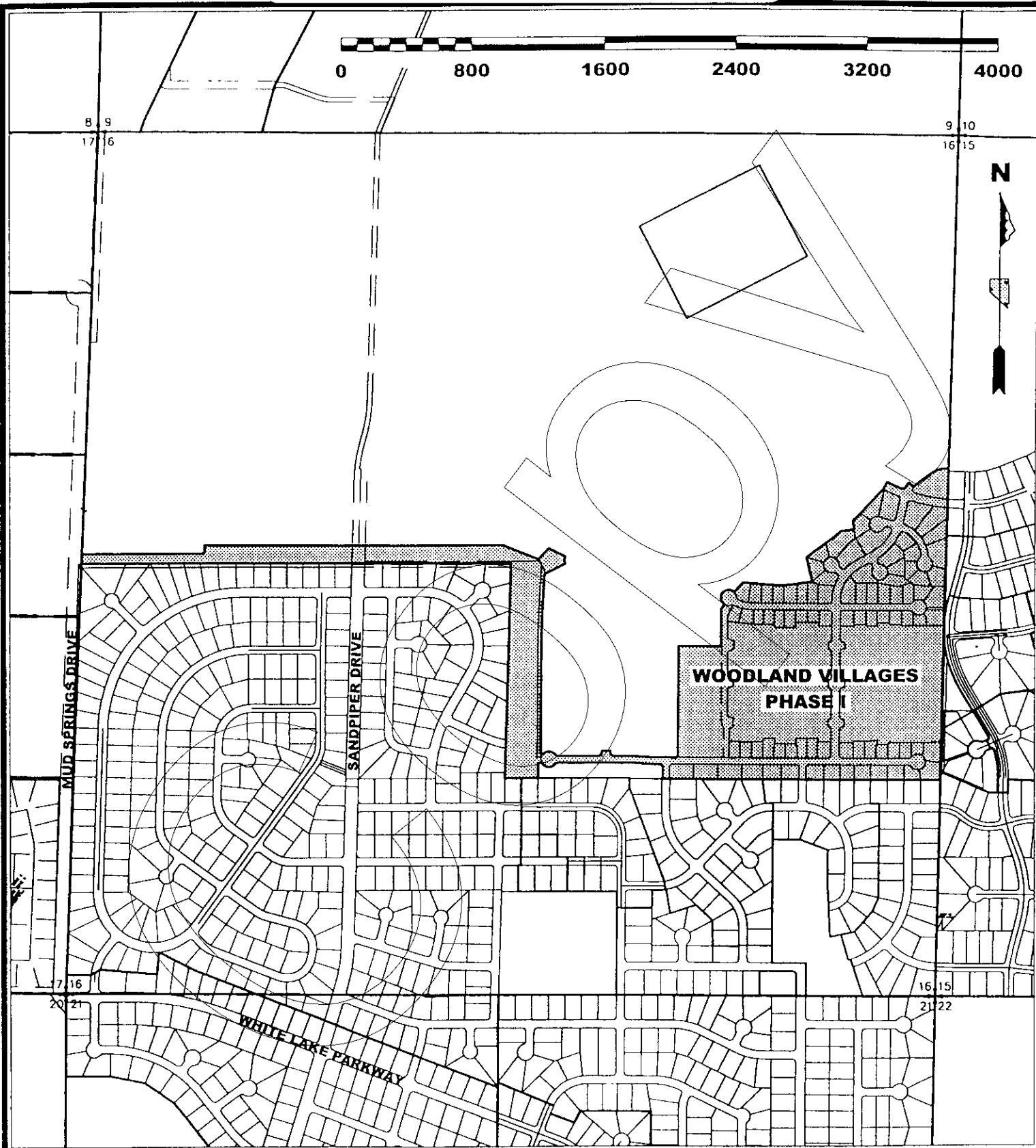
Said parcel contains an area of approximately 65.373 acres.

Basis of Bearings: North American Datum 1983/1994, Nevada West Zone.



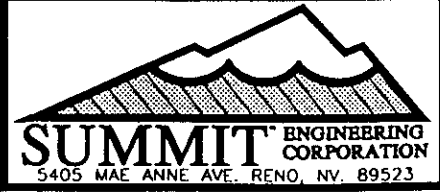


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**EXHIBIT "A"**  
**WOODLAND VILLAGE**  
**PHASE I**

1" = 800'  
 SECTION 16  
 T21N, R18E, MDM  
 8:36 AM • 31-AUG-1999



SHEET  
 1  
 OF  
 1



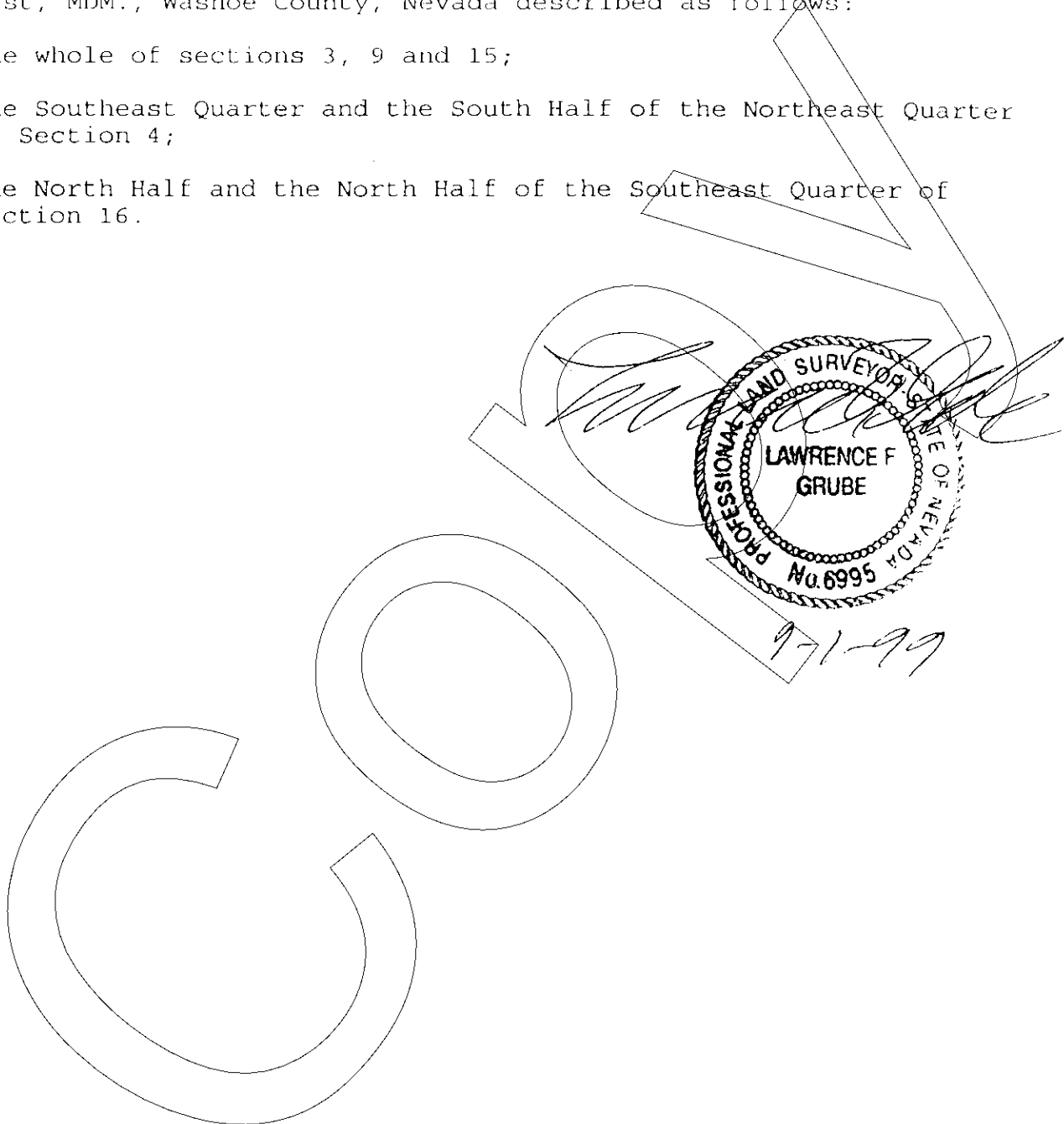
EXHIBIT B  
LEGAL DESCRIPTION

All that property situate within Township 21 North, Range 18 East, MDM., Washoe County, Nevada described as follows:

The whole of sections 3, 9 and 15;

The Southeast Quarter and the South Half of the Northeast Quarter of Section 4;

The North Half and the North Half of the Southeast Quarter of Section 16.





**EXHIBIT C  
MAINTENANCE SCHEDULE  
WOODLAND VILLAGE DETENTION BASINS**

Definition

The Woodland Village detention basins are permanent facilities constructed throughout the Woodland Village project for the control of storm water runoff. The detention basins are located and designed per the various phases of Civil Improvement Plans for Woodland Village prepared by Summit Engineering Corporation. A copy of these plans must be kept in the maintaineer's files for reference during the maintenance program.

Storage Volume and Percolation

Definition:

Detention basins are designed to allow storage (ponding) of water during rainstorms. The volume of storage in the detention basins has been designed for the 100-year storm event and may not be decreased during the life of the basins. The upstream storm drain systems will naturally deposit soil into the basins which, over time, will accumulate and reduce the total storage volume. In addition, fine grained soils deposited through the storm drain system will form an impermeable layer that will reduce the basins ability to percolate water which is also part of the basin design.

Maintenance Schedule:

Detention basin storage volume and percolation shall be maintained twice a year on May 1st and on September 15th. Said maintenance shall consist of the following:

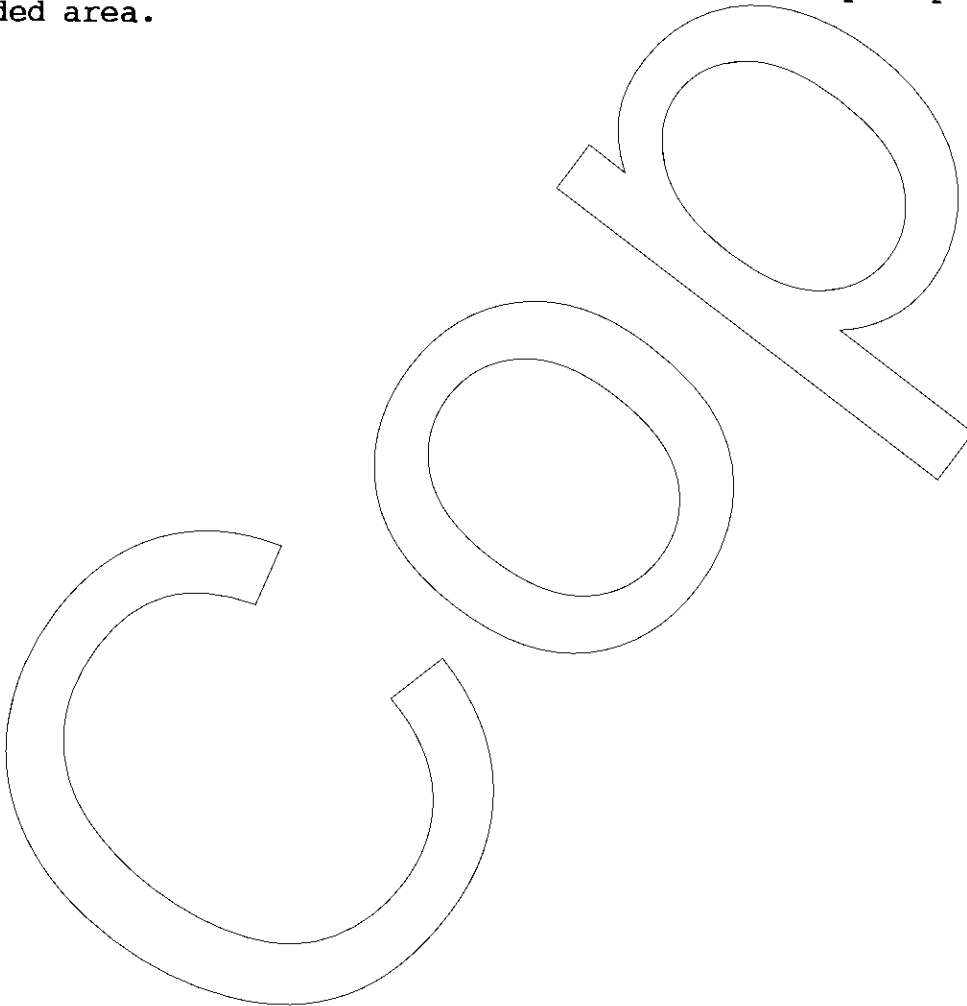
1. Excavate and remove all soil accumulated above the basin bottom elevation. For the May 1st maintenance, this process shall be limited to the removal of visible soil piles accumulated within the basin with the objective being to remove as little existing vegetation as possible. For the September 15th maintenance, visible soil piles as well as all accumulated soils that may exist as thin layers above the basin bottom elevation must be removed. It may be necessary from time to time to field survey the bottom of the basin to re-establish the basin bottom elevation. The field survey, if required, shall be done by a licensed surveyor.

2. For the September 15th maintenance, once all imported soil has been removed from the basin, the entire basin bottom shall be scarified to a depth of six inches to loosen any compacted soils and perpetuate percolation. After scarification, the basin bottom shall be revegetated with the native seed mix as designated on the improvement plans. Revegetation shall consist of hand raking the seed mix into the scarified soil followed by a spray application of soil tackifier. This method is intended to allow the vegetation to be re-established to provide erosion and



dust control for the following 12 month period. If the vegetation has not re-established by the May 1st maintenance, the basin bottom shall be spray hydroseeded with the seed mix and tackifier and temporarily irrigated until established. As the entire basin maintenance can not be accomplished in one day, it is the intent of this schedule that improvements commence on the specified day and be complete within two weeks. In no event shall revegetation be delayed past October 1st or May 15th as the case may be.

3. Repair any basin side slopes that have been eroded by surface runoff. Include side slopes into the revegetation schedule if significant areas of vegetation are removed. If it becomes evident that specific side slope locations are susceptible to continued erosion, place permanent rock-rip rap within the eroded area.



1

# Woodland Village Covenants, Conditions and Restrictions

## Exhibit D – Design Committee Rules

### (Design Handbook and Landscape Manual)

Amended and Restated January 24, 2023

This guide was produced for Woodland Village to assist homeowners with home improvements and creating imaginative, efficient, front yard landscapes, in compliance with the Washoe County Development Code.

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# COVENANTS, CONDITIONS AND RESTRICTIONS ARTICLE VIII – DESIGN COMMITTEE

This section is taken from the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village

## Design Committee

The Design Committee shall be comprised of the Board; provided, however, that the Board may appoint a committee of not less than five (5) members, at least two (2) of whom must be Members, and remainder of whom need not be Members.

## Duties

It shall be the duty of the Design Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt Design Committee Rules, to enforce, amend and supplement the Landscape Manual (below defined), to perform other duties delegated to it by the Association, and to carry out all other duties imposed upon it by this Declaration.

## Meetings

The Design Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Design Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Design Committee may charge a filing fee to be used to pay an architect, who may or may not be a member of the Design Committee, to review the submitted plans and specifications. The Board may reimburse members for reasonable expenses incurred by them in the performance of any Design Committee function.

## Design Committee Rules; Design Handbook and Landscape Manual

The Design Committee shall from time to time and in its sole discretion adopt, amend, supplement and repeal by unanimous vote rules and regulations to be known as "Design Committee Rules" interpreting and implementing the provisions of this Article VII and setting forth fees to be charged and procedures, and design, and construction criteria to be followed in submitting proposals to the Design Committee. As part of the original Design Committee Rules, Declarant has prepared a landscape manual (the "Landscape Manual") for the Village, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. The Landscape Manual is deemed a part of this Declaration for all purposes and is enforceable in the same manner as the terms and provisions of this Declaration. The terms and provisions of the Landscape Manual may be amended and supplemented by the Design Committee from time to time as part of its power and authority to enact the Design Committee Rules, provided any such amendment or supplement may not impose any new or additional material burden, economic or otherwise, on any Owner of a Lot which has been sold previously by Declarant; but such amendments or supplements may apply to Lots owned by Declarant and may impose new or additional material landscape requirements and restraints, provided Declarant consents to such retroactive application in writing to the Association. Notwithstanding the foregoing to the contrary, even as to existing Owners changes or addition to the terms and provisions of the Landscape Manual shall be applicable to any replacement of landscaping or portions thereof on a Lot including, without limitation, trees, shrubs, ground cover materials, irrigation facilities and all

other matters which are the subject of the Landscape Manual. A copy of the Design Committee Rules and Landscape Manual, as they may from time to time be adopted, amended, or repealed, certified by any member of the Design Committee, shall be maintained by the office of the Association and shall be available for inspection and copying by any Owner at any reasonable time during the business hours of the Association.

## Application for Approval of Plans and Specifications

Any Owner of a Lot proposing to make any Improvements or to perform any other work that requires the prior approval of the Design Committee shall apply to the Design Committee for approval by notifying the Design Committee of the nature of the proposed improvement(s) and work. Prior to the commencement of construction, the Owner shall submit to the Design Committee for its review and approval such information and materials as the Design Committee in the exercise of its reasonable discretion deems necessary for it to be adequately informed with respect to the improvement(s) and work to be undertaken by such Owner. **The Board, upon request from the Design Committee, may deliver a Violation Notice to any Owner who commences or prosecutes the construction or installation of any Improvement on a Lot without complying fully with the terms and provisions of this Article VIII, or who fails to complete any such Improvement in the time and manner required pursuant to this Article VIII, the Design Committee Rules or the Landscape Manual.**

## Basis for Approval of Improvements

The Design Committee shall grant the required approval only if:

- The Owner shall have strictly complied with the provisions of this Article; and
- The Design Committee finds that the plans and specifications conform to this Declaration, the Design Committee Rules and the Landscape Manual, as applicable, as in effect at the time such plans were submitted to the Design Committee; and
- The Design Committee in its reasonable discretion determine that the proposed improvements would be compatible with the other property in the Village and the purposes of the Declaration as to the quality of workmanship and materials, as to harmony of external design with existing structures, and as to other existing aesthetic characteristics of the Village.

## Basis for Disapproval

The Design Committee may disapprove any application on aesthetic grounds, and more specifically: (a) because of the reasonable dissatisfaction of the Design Committee with the improvement proposed to be erected or installed, because of the materials of which it is to be built or comprised, the harmony thereof with its surroundings, or any additional maintenance, repair or replacement burden such matter would impose upon the Association; or (b) because of non-compliance with any of the specific conditions and restrictions contained in this Declaration, the Design Committee Rules or the Landscape Manual.

## Form of Approval

All approvals or disapprovals given under this Article shall be in writing; provided, however, any request for approval which has not been rejected within sixty (60) days from the date of submission thereof to the Design Committee shall be deemed approved. The approval may be conditioned upon the deposit by the Owner of a performance bond, cash deposit, or other undertaking to assure completion of the approved Improvement in accordance with the terms of the approval once construction thereof is commenced.

## Proceeding with Work

Upon receipt of approval from the Design Committee pursuant to this Article, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, installation, refinishing, alterations, and excavations pursuant to the approval. Except as may be required otherwise by the Landscape Manual, construction and installation of the approved improvements shall commence, in all cases, within one year from the date of such approval. If the Owner shall fail to comply with this Section, any approval given pursuant to this Article shall be deemed revoked unless the Design Committee, upon written request of the Owner made prior to the expiration of the one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Design Committee that there has been no change in the circumstances upon which the original approval was granted.

## Failure to Complete Work

Except for such shorter period of time as may be provided for in the Landscape Manual, the Owner shall complete the construction, reconstruction, installation, refinishing or alteration of any such improvement within one year after commencing construction thereof, except and for so long as such completion is rendered Impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents.

## Waiver

The approval by the Design Committee of any plans, drawings, or specifications for any work done or proposed or for any other matter requiring the approval of the Design Committee under this Declaration or any Supplemental Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

## Liability

Provided that the Design Committee or a particular member of the Design Committee has acted in good faith on the basis of the information as may be possessed by the Design Committee or the member, as the case may be, then neither the Design Committee nor any member thereof shall be liable to the Association, to any Owner, or any other person for any damage, loss, or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, with respect to the construction or performance of any work, whether or not such performance complied with approved plans, drawings, and specifications; (c) the development of any property subject to this Declaration. Without limiting the generality of the foregoing, the Design Committee and any member thereof may, but it is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Design Committee.

## DESIGN HANDBOOK

The Design Committee ("DC") has members from The Board of Directors of the Association ("The Board") plus other homeowner members per the Woodland Village CC&R's. The Design Committee will consider suggestions for additions and modifications to this document at any regular association meeting.

This document may change from time to time. When the homeowner does any landscaping or improvements on their property, the work must be done in accordance with the latest Design Handbook, not necessarily the Design Handbook that was in effect at the time the property was purchased. Therefore, before a homeowner applies for a Design Committee Permit to do any work, they should reference an up-to-date copy from the Woodland Village website, <https://woodlandvillage.net>.

The following Standards describe the only building operations that may be permitted by the Design Committee. Work may commence only after the Design Committee has issued an approved written permit (a "DC Permit") following the submission of a Woodland Village Design Committee Review Form and Checklist, see Appendix A. The Association is likely to impose fines, and/or order removal, in the event that any building operation is started in violation of these Standards or without a permit. In case of a dispute, homeowners and/or the Board can request a Board hearing or arbitration, and/or apply to Small Claims or higher courts for assistance.

These Rules do not replace, but instead add to, the laws of Washoe County, the State of Nevada, the Federal Government, and the Woodland Village CC&Rs. The Design Committee usually does not enforce other government's rules, but may call upon those other governments for assistance whenever appropriate.

### Definitions

"Back yard," as used in this document means the portion of a lot between the back of the house and the rear fence, the full width of the lot, which is not visible from the street.

"Rear-side yard" refers to the remainder of the lot enclosed by original fences installed by the builder, not including the back yard, which is not visible from the street.

"Front-side yard" refers to the area of the lot not enclosed by original fences installed by the builder and not including the front yard, which is visible from the street.

"Not visible" refers to structures that extend less than 5 feet above the home first floor carpet and behind a 6-foot redwood or cedar fence, which are not visible from the street.

"Visible" refers to all other locations on a property, including front yards, front-side yards and the entire top floor of two-story homes.

All building operations must be promptly completed, properly maintained, and give the appearance of being built to construction industry standard practices.

## Classes of Building Operations

"Exempt" means that the specified building operation is allowed without a DC permit, but may still require a Washoe County Building Permit.

"A DC Permit is required" means that a permit from the Design Committee is required before a particular building operation may begin. The Design Committee is likely to issue a permit if the particular building operation complies with this document. DC Permits are good for one (1) year from the date of approval to completion of the project, exceptions being landscaping required within one (1) year of original purchase from Lifestyle Homes and properties found to be in violation for compliance. However, should there be special circumstances, an extension of six (6) months can be applied for through the Design Committee. A Washoe County Building Permit may also be required.

## The Standards

Additions, A DC permit is required. The following restrictions apply:

- Additions must not exceed 800 square feet and must be in the back yard.
- Additions must be directly connected to the initial construction, without intervening porches or breezeways.
- Additions must not make the resulting structure extend more than 22 feet above the home first floor carpet.
- There must be only one kitchen per residential lot.
- Additions must match the home in color, trim design, siding material, roof material and color, and roof pitch.
- Additions must be only on top of the existing home or in the back yard, must not extend the home closer to the street, and must not be on either side of the home.
- Garage doors, if any, must match the home's original garage door, except that glass can be added or deleted from the top panel.

## Animal Cages

Animal cages and dog runs, are exempt if invisible.

## Antennae and/or Satellite Dishes

No activity will be conducted on any lot which causes an unreasonable broadcast interference with television or radio reception on any neighboring lot. A DC permit is required for every type and location of antenna. A DC permit will not be issued for a dish located on the front elevation or front roof line of the house.

## Artificial Turf

A DC permit is required. Artificial turf must have and maintain a professionally installed appearance. Use of indoor-outdoor carpet or other materials not designed for or intended to

replicate the appearance / function of live turf are not permitted and may require replacement.

### **Basketball Backboards/Hoops**

These are exempt when behind the 6' fence. A DC permit is required to install basketball hoops on either side of driveways no nearer than 7 feet to the front of the garage or the back of curb. A DC permit is required to place a basketball hoop over the garage door on one story homes. Generally, basketball hoops are discouraged. However, the homeowner must keep in mind that damage done to the garage, garage door and lights must be promptly repaired.

Portable units when not in use must either be in a playable/ useable position as described below or lying down next to the RV gates or on the RV side of the lot within the area behind the forward plane of the garage.

Playable shall be defined as in an upright position, with the hoop / backboard facing the street / sidewalk or driveway. If a homeowner has installed concrete on the RV side of their lot, then the portable unit may be deemed playable/ useable when upright on the concrete of the RV side provided the hoop/ backboard is facing the homeowner's property. Portable units shall not be placed on the public right of way, such as the sidewalk or gutter. Portable units shall not block the sidewalk, water flow in the gutter or affect traffic in the street. Basketball Backboards/Hoops shall be in accordance with the CC&R Rules and Regulations.

### **Christmas Lights**

Exterior decorative light strings may only be up for three months, from November 1st through January 31st of the next year.

### **Clotheslines**

Invisible exterior clotheslines are exempt. Clotheslines within a garage, screened from public view, may be erected or maintained, and are exempt.

### **Concrete Flatwork**

Concrete flatwork in the back or rear-side yards is exempt. A DC permit is required for concrete flatwork between the driveway and the property line closest to the driveway, away from the front door. A DC permit is required for decorative concrete flatwork in the area between the front door and the street; no more than 20% of the area may be covered.

**Construction, Additions and Improvements – Sheds, Gazebos, Pergolas, Pools, Sunrooms, Decks, Fencing, Garages, Car Ports, Greenhouses, any other covered construction, addition or improvement**

Ground covered by sheds, gazebos, covered swimming pools, sunrooms, covered or enclosed decks, garages, additions, greenhouses and any other covered construction must be limited as follows:

Land near a home has been originally graded so that rainwater and other sources of water are directed away from the home's foundation. New construction must not cause water to be directed toward or remain near the foundation of the home.

- Such construction, including the home, must not cover more than 40% of the surface area of the lot. Such construction, excluding the home, must not exceed either the size of the home, or 1500 square feet.
- All such construction may not be within 5 feet of the side fences of the lot, or within 5 feet of the back fence. In some cases, Washoe County "setbacks" may be more restrictive, and may or may not be enforced by Washoe County.
- **Decks (front yard)** - A DC permit is required for front decks, subject to the following restrictions:
  - Front decks must not exceed 160 square feet, must not extend beyond the sidewall of the home, and must not extend in front of the garage.
  - Front decks must not be covered.
  - Front decks may be enclosed no higher than 36". Material used to enclose the deck up to 36" high must be pickets, rails, or wood lattice. Such material must be stained redwood (or equivalent) or painted the exterior colors of the home.
  - The walking surface of the front deck must not be higher than the front porch of the home.
  - The walking surface must be concrete, brick, wood, block or any other permanent construction.
- **Decks (second floor)** - A DC permit is required for decks on the back of two-story homes, on the second story, subject to the following restrictions:
  - Stairs from the deck to the ground may be included, provided that the deck is at least 80 square feet in size.
  - Such construction, including stairs, must not extend more than 12 feet rearward from the back of the home, and must not extend beyond the side walls of the back of the two-story portion of the home.
  - Such construction must not be covered.
  - Such construction must be enclosed by a safe railing to a height of 42". Material used for this purpose must be pickets, rails, or wood lattice. Such material must be stained redwood (or equivalent) or painted the exterior colors of the home.
  - The walking surface of the deck must be at the same height as the 2nd floor of the home.
  - The walking surfaces must be wood or other suitable permanent construction.
- **Decks and patios (back and rear-side yards)** - A DC permit is required for decks in back and rear-side yards, subject to the following restrictions:
  - The entire construction, including railings, is exempt if uncovered and less than 5' above the home's first floor carpet.



- If covered to provide shade but still allow rain to pass through, covering should be 2x2 boards or lattice work. Other covering material, such as aluminum and plastics, will be evaluated on a case by case basis. If not wood, it must be embossed to look like wood, and must be new and painted white or a color to match the home.
- If covered, roof pitch must be at least 2/12 and no more than 4/12, and must meet all of the above. Covered portions must be in the back yard or on the rear-side yard no closer to the street than the back of the garage and not visible when looking straight back along the house or garage.
- **Fencing** - Nothing visible from the street or adjacent lots, or that could cause damage to the fence, may be attached to the builder installed fence.
- **Fencing (front yard)** - A DC permit is required. Fencing must be picket, split rail or wrought iron fencing, no higher than four feet permitted, no solid fencing allowed in front yard. Fences on top of retaining walls may only be picket or split rail. With exception of split rail fencing, which will be permitted to remain unstained, in a natural state eventually weathering, all other fences must be stained to match the 6' back and rear-side yard fencing.
  - Picket fences may be painted white or the same color as the body or the trim of the house or painted/ stained a color conforming to neighborhood standards and complementary to the house
  - Vinyl may be used in the place of wood.
  - Wrought Iron fencing may not have any design, insignia, or other decoration other than scrollwork. Post and picket tops must be finished with a ball or standard finial. Wrought iron fences may be painted black or a color conforming to neighborhood standards and complementary to the house and must remain rust free and well maintained.
  - Other fence materials are not allowed.
  - A DC permit is required for relocation of fences facing the street, allowed only if there is no significant visual affect from the street.
  - A DC permit is required for any gate hinges visible from the street.
  - Total height of multiple retaining walls and/or fences on the same slope may not exceed 4 feet.
- **Fencing (back and side yards)** - Such fencing, if less than 6 feet tall, is exempt.
- **Garage conversion** - Garage doors must not be modified in any manner that changes the exterior appearance or causes the door to not operate as originally installed. Washoe County requires that a "garage may not be converted to other living space until a replacement garage has received a certificate of occupancy."
- **Garages (new)** – A DC Permit and Washoe County Building Permit are required for new garages, under restrictions of Washoe County, the CC&Rs, and the following:
  - Such structures may contain a storage area, and/or a bathroom.
  - No other types of area, such as kitchen or sleeping areas, are allowed in such structures.
  - The permitted bathroom may have only a toilet and sink. Bathtubs and showers are not allowed.
  - Such structures must not exceed 1500 square feet or 1 story.

- The height of such structures must not exceed 15 feet above the home's first floor covering.
  - The garage slab in such structures must be from 0 to 2 feet above the home's garage slab.
  - The first floor covering in such structures must be from 0 to 2 feet above the home's first floor covering.
  - Such structures must have a concrete foundation.
  - The intersection of the top chord of trusses and eave-end walls must be at 8 feet above the sheathed floor.
  - Additions must match the home in color, trim design, siding material, roof material and color, and roof pitch.
  - See "[Coverage Requirements in the LANDSCAPE DESIGN section](#)".
  - Window trim on such structures must be a single course of 1x4.
  - Garage doors on such structures must be no larger than 8 feet tall and 16 feet wide, and must match the appearance of the original garage door on the home.
  - Such structures must not have windows larger than 4' by 4', and must not have any window within 2 feet of any other window.
  - Such structures must not have sliding glass doors.
  - Such structures must be designed, engineered and approved under the currently adopted (by Washoe County) version of the Uniform Building Code.
- **Gazebos** - A DC permit is required for gazebos, but the size must not exceed 12' x 16' and no portion may be more than 10 feet above the home's first floor carpet. Homemade gazebos must match industry standards for appearance and durability. See "[Coverage Requirements in the LANDSCAPE DESIGN section](#)".
  - **Greenhouses** - A DC permit is required. Greenhouses may only be in areas that would be considered "invisible," and the size must not exceed 400 square feet or be taller than 7 feet above the home's first floor carpet. Reflective materials other than glass used for such construction must be approved by the DC. See "[Coverage Requirements in the LANDSCAPE DESIGN section](#)".
  - **Planter boxes** - Invisible planter boxes are exempt. A DC permit is required for visible planter boxes.
  - **Playhouses** - A DC permit is required. Playhouses must be behind the 6' fence, but must not cover more than 100 square feet of ground or be taller than 7 feet above the home's first floor carpet. See "[Coverage Requirements in the LANDSCAPE DESIGN section](#)".
  - **Playground equipment** - Such equipment is exempt behind the 6' fences.
  - **Porches and walkways** - A DC permit is required. Whether covered or not, these structures must not be enclosed. A DC permit is required for trellises around such areas.
  - **Retaining walls** - A DC permit is required for all retaining walls, which may not exceed 30 inches in height. Railroad ties may be used in retaining walls as posts, but no more often than 4 feet; or flat between posts but no more than 2 high. If retaining walls are made of wood or redwood, they must be stained to match the 6'

back and rear-side yard fencing. See additional information under "Fencing (front yard)".

- **Storage Sheds** - A DC permit is required. Storage sheds must be in the back yard only, be less than 200 square feet if wooden, 140 square feet if metal, not taller than 12' feet, siding material and installation must give the appearance of industry standard construction, roof material must minimize reflected sunlight, and colors must be typical of those used at Woodland Village. Sea containers, truck trailers and other shipping containers are not permitted. Storage sheds must be located in such a manner to minimize visibility from the street and from the first-floor windows of side and back neighbor's homes. See "[Coverage Requirements in the LANDSCAPE DESIGN section](#)", including setbacks.
- **Storm doors, screen doors, and security doors** - A DC permit is required, unless the door is behind the 6' fence and on the first floor. Such doors must be clear or decorative.
- **Sunrooms** - A DC permit is required. Sunrooms must be in the back yard, not be taller than 8 feet above the home first floor carpet, and not be made of highly reflective materials other than glass. See "[Coverage Requirements in the LANDSCAPE DESIGN section](#)".
- **Window boxes** -A DC permit is required for window boxes and shelves under windows, except when invisible. Window boxes (planters attached to the home directly below windows) must not exceed 1 foot tall, 1 foot deep, and the width of the window. Such window boxes must be either stained redwood or painted to match the home base or trim colors.
- **Window coverings** - A DC permit is required for exterior window coverings, which must be only behind the 6' fence, and no higher than 8 feet above the home first floor carpet. Canvas awnings are not allowed. Metal awnings are allowed only if the metal is embossed to look like wood.
- **Window screens** - The window screens as supplied by the builder shall be maintained by the homeowner in a like-new condition. All torn, ripped or missing screen material shall be replaced with new material. Patching of screening material shall be accepted only on an emergency basis and shall be completed in 30 days. This section is also applicable to storm door/screen door installations that have been approved by the Design Committee. (Window screens that have suffered damage to the frame structure shall be replaced within 30 days. In the interim, these damaged frames/screens shall be removed from the windows until such repairs/replacements have been made.)
- **Windows** - A DC permit is required for every change, including additions, removal, moving, garden windows, and bay windows. Garden windows (typically a kitchen window that extends 1 foot away from the house) must not be on the front of a home. Nothing may be allowed to cover the glass, including but not limited to security screens, bars, or shutters.

## Fireplaces and Wood Burning Stoves

A DC permit is required.

## Flags

One American Flag is exempt from DC permit, but is required to follow the "Federal Flag Code" (the rules and customs pertaining to the display and use of the American flag). One other flag is allowed without a DC permit, but may be no larger than 3'x5' and poles may be no larger than 6'. Pole and bracket must be made of rust-resistant material and maintained in a like-new condition. Any additional flags must have a DC permit. No vulgar/hate language, advertising, or company names permitted. The Board will be the final determinant of appropriate flags and may order flags removed at any time.

## Gutters and Down Spouts

A DC permit is required, unless installed by the Builder prior to issuance of a Certificate of Occupancy. These items must be the same color as the home's trim.

## Interior Changes

Interior changes are exempt unless the exterior of the home is changed, in which case a DC permit is required.

## Painting

Repainting a home with the original base and trim colors is exempt. A DC permit is required for any change, which must be consistent with the original color schemes allowed throughout Woodland Village. Refer to the list of Lifestyle Homes colors.

## Parking

Nothing shall be constructed that allows vehicle access or parking in front yards, except between the driveway and the property line on the garage side of the home.

## Paving

A DC permit is required. Concrete paving may be permitted by the RV access gate. Such paving requires a Washoe County Building Permit. See ["Coverage Requirements in the LANDSCAPE DESIGN section"](#).

## Roof

No structure or device of any kind (including air conditioners and swamp coolers) will be placed on the roofs of structures, except as noted under "Antennas", "Solar Panels" and "Weathervanes."

## Siding

Exterior siding must match the style used, and be made of Masonite, wood or equivalent. Vinyl, aluminum or steel siding is not permitted.

## Skylights

A DC permit is required. The maximum size is 2 by 4 feet; the maximum number is 2 per home. The position and location should be as inconspicuous as possible.

## Solar Panels

A DC permit is required. All electrical conduit (metallic or plastic), electrical panels, meter panels, switchgear, batteries, inverters, any other electrical components visible from the street must be painted to match the surface they are attached to keeping in a manner consistent with community paint color standards. Generators, if installed must be behind fence / gates, out of view from the street and must be soundproofed so as to not disturb adjacent property owners.

## Swamp Coolers/ Window AC Units

Swamp Coolers/ Window AC Units are prohibited to be located on the house such that they are visible from the street.

A DC permit is required if visible from any other home or street in Woodland Village. Swamp Coolers/ Window AC Units must be only in the following locations: a) inside garages or attics such that they are not visible from outside the home, b) on the back of the home with the top of the swamp cooler no higher than 12' above the first-floor carpet, or c) on the side of the home, behind the 6' fence, with the top of the swamp cooler no higher than the top of the nearest fence. Swamp coolers may not be on roofs, attached to roofs, penetrate roofs or in any other way interfere with the appearance or function of a roof.

## Swimming Pools

In ground and above ground swimming pools are exempt when invisible. Such equipment is not allowed when visible. Structures to cover a pool require a DC permit.

## Weathervanes

A DC permit is required. Weathervanes must be no larger than 18" in height and 18" in width, and may be mounted on a forward-facing ridge.

## Wishing Wells

A DC permit is required in front yards. Wishing wells in back yards that do not extend above any portion of the back or rear-side yard fences are exempt.

## LANDSCAPE MANUAL

This landscape guide was produced for Woodland Village in order to assist homeowners in creating imaginative, efficient, front yard landscapes, in compliance with the Washoe County Development Code.

The front and front-side yards for all residential lots within Woodland Village that are visible from the street shall be landscaped by the homeowner or a qualified licensed landscape contractor hired by the homeowner. In purchasing a home in Woodland Village from Lifestyle Homes, for an original purchase that does not have the initial landscaping completed, the homeowner agrees to completion of landscaping (except behind the fence) **within one (1) year** of close of escrow.

### WOODLAND VILLAGE ASSOCIATION (The "Association")

The Association, as specified in the CC&R's will enforce provisions that visible areas of a homeowner's lot are landscaped and kept in a neat and attractive manner as described in this guidebook. The Association's duties will include, but not be limited to, the following:

- Assure that front yards, front-side yards and RV parking areas visible from the street are landscaped within the time period specified above, following individual plans approved in advance by the Woodland Village Design Committee. In very rare cases, we may grant an extension of the completion date.
- Assure that front yard landscaping is pleasing in appearance and reflects pride of ownership. The Association has the right to demand that landscaping contrary to this guidebook be corrected.
- Assure that once the landscaping is done it is properly maintained, including being kept free of weeds. Assure that the visible front-side yard on corner lots is landscaped and maintained.
- If a homeowner fails to landscape their property, or to maintain the landscaping, the Association shall use every available legal means to achieve compliance. Enforcement could include, but not be limited to, letters, phone calls, fines, liens, arbitration, or legal proceedings that could result in substantial costs.

### PERMIT REQUIREMENTS

Before installing any irrigation system, each homeowner shall obtain an irrigation permit from Washoe County for the backflow prevention device.

Pre-approval of landscape designs by the Woodland Village Design Committee (DC) is required, to ensure that the design complies with this manual. The DC Permit timeframe does not change the requirement to complete landscaping within 1 year of purchase from Lifestyle Homes. Exceptions may be considered by the Board upon reviewing specific circumstances. Work may commence only after the Design Committee has issued an approved written permit (a "DC Permit") following the submission of a Woodland Village Design Committee Review Form and Checklist, see Appendix A. In the event that

completed landscaping does not comply with this manual, the homeowner may be required to pay a fine and/or remove and replace the landscaping. A DC permit is required. Landscaping behind the fence is exempt. A DC permit is required for front yard landscape changes affecting 25% or more of the front yard. Landscaping must not cause rainwater or other water to be directed toward the foundation, or to collect near the foundation. The homeowner shall not change the original drainage pattern of the lot. The lot has been certified by engineers for proper drainage. The water run-off must stay within the small berms (swales) and be directed from the house, foundation, neighbor's home, and the back of lot such that the water travels out to the street or as originally designed.

Many activities a homeowner may wish to undertake on their lot also require the approval of The Association's Design Committee. Please read all documents very carefully.

## ASSOCIATION STREET TREES

Woodland Village is designed to reflect the elements of a traditional neighborhood with sidewalks (one side only) and tree lined streets.

Association Street Trees (street trees) are the trees installed by Lifestyle Homes located between the sidewalk and the street curb. The Association will maintain street trees on an as needed basis. All trees overhanging the street, regardless of ownership, will be pruned by the Association to maintain a minimum clearance of 13.5 feet over roadways as required by Washoe County.

## LANDSCAPE DESIGN

### Landscape Requirements

All front yard landscaping within Woodland Village is to emphasize climatic adaptive landscaping as required under the Washoe County Development Code for the North Valleys Area. This means that all plant material installed shall be adapted to the unique climatic conditions found within the Great Basin (i.e., drought tolerant, resistant to wind damage, etc.) and that installation and maintenance practices shall be conducive to achieving that goal (front yard landscaping includes the area from back of curb to the home and fence line, excluding the driveway and RV access). All homeowners are urged to consider including fire scaping in their landscaping. The following landscape requirements shall be met for all front yard landscaping installed within Woodland Village:

- Practical turf areas are considered areas that will be utilized for such things as child's play. In other areas consider using a lawn substitute (see plant list) or rock mulch. Lawn areas shall be a minimum width of 5'. No more than 50% turf is allowed in the front yard. The Association encourages the limited use of turf grass as the Reno area is a high desert community where water is precious.
- Utilize water-conserving plant material (see plant list).
- Group plants of similar water requirements.
- It is recommended that all shrubs be drip irrigated.

- It is recommended that all irrigation systems have an automatic controller mounted on the interior wall of the garage. Lifestyle Homes provides an extra electrical outlet in the garage for that purpose.
- Only low angle heads shall be used on spray irrigated turf.
- Mulch all ground where plants are growing (no bare dirt).
- Control water robbing weeds around landscape plants. Weed barrier fabric shall be installed in all planting beds and rock beds prior to mulch placement.
- Incorporate soil amendments, as needed, prior to planting.
- Landscaping shall be installed so as not to interfere with lot drainage. Drainage problems due to altered grading may void home warranties and may cause water to collect under a home. Lifestyle Homes is happy to answer any questions regarding landscaping and grading.

### Coverage Requirements

A variety of ground plane treatments such as 4" minus river rock, 1/2" crushed rock, bark mulch, live groundcover, and turf provides visual interest, whereas a sea of one ground plane type, such as gravel, etc., is monotonous and uninteresting. The following coverage requirements are intended to assure consistent, high quality landscape design throughout Woodland Village.

- Front yard landscapes shall achieve 100% coverage (i.e., no bare dirt shall remain).
- All planting areas shall have an adequate depth of mulch (bark or rock) over an approved weed barrier fabric (black plastic is not allowed) such that the underlying fabric is not visible.
- Impervious material such as concrete or brick shall not exceed 20% of the front yard landscape area (front yard landscape includes area from back of curb to home and fence line, excluding driveway and RV access). The RV access side must not be left dirt or DG.
- Rock mulch shall be selected from the approved list below and can be no smaller than 1/2" in size. Pea gravel, and sand are not allowed because of their dirt-like appearance and their tendency to spill onto driveways and streets. Rock smaller than 2" directly adjacent to sidewalks, driveways or curbs must be separated from those areas by a barrier that prevents spread of the rock onto the concrete.
- Non-planted rock mulch shall not exceed 60% of front yard landscape. A minimum of 40% of the front yard area shall be living plant material. To provide visual interest year-round, a minimum of 30% of shrubs installed shall be evergreen.

### Approved Rock Mulch

Rock mulch shall be selected from the following list. Other types of rock mulch may be acceptable upon approval by the Design Committee. Any proposed substitute shall be submitted to the Design Committee for approval prior to installation. Failure to receive prior approval may result in rejection of the mulch following placement. In such cases, the homeowner shall be required to remove the mulch and replace with an approved type.



Salt & Pepper	Dusty Rose	Arizona Red River	River Rock
Green Serpentine	California Gold	Dolomite	Red Cinder Rock
Black Lava Rock	White Lava	Ginger	Lodi
Nevada Gold	Lodi Cobble	3/4" to 1-1/2" Crushed Rock	DG

## SOIL PREPARATION

Most native soils in the vicinity of Woodland Village area are mapped by the soil conservation service as Bedell loamy sand, 2 to 4 percent slopes. This very deep, somewhat excessively drained soil is on alluvial fans. It formed an alluvial derived mainly from granitic rock. Elevation is 4,500 to 6,000 feet (Woodland Village is at about 5,100 feet). The average annual precipitation is about 8 to 12 inches, the average annual air temperature is 46 to 50 degrees F, and the average frost-free period is 100 to 110 days.

Typically, the surface layer is brown loamy coarse sand about 15 inches thick. The subsoil is typically yellowish brown loamy coarse sand.

Included in this area are Linhart soils on inset alluvial fans, Orr soils on higher terrace remnants, and Wedertz soils on the slopes of alluvial fans. The unit is about 5 percent Linhart soils, 5 percent Orr soils, and 5 percent Wedertz soils.

Permeability of this Bedell soil is moderately rapid in the subsoil and rapid in the substratum. Available water capacity of the soil is low. Effective rooting depth is more than 60 inches. Runoff is slow, and the hazard of water erosion is slight.

The present undisturbed vegetation in most areas is mainly big sagebrush, antelope bitterbrush, Anderson peach brush, and Indian rice grass.

The nature of poorly drained soils is to smother plant roots due to lack of oxygen in the root zone. An ideal soil consistency is 25% air space, 25% water, 5% organic matter, and 45% mineral matter (nutrients, sand, clay, salts, etc.). Western soils generally contain less than 1% organic matter, which makes them low in nutrients, more prone to compaction, and poorly drained. Prior to landscape installation, homeowners may perform a soils test and amend the soil as recommended in the soil report. Copies of soils tests ordered by Lifestyle Homes for a number of Woodland Village lots are available; results have been consistent over most of Woodland Village. Homeowners may also obtain a soils test from the University of Nevada Cooperative Extension.

Homeowners may perform a permeability test by digging a hole 3' deep. Fill the hole with water and leave it for 24 hours. After 24 hours add water to the top again, leave it an additional 24 hours. After 48 hours the hole shall have drained completely to qualify as a well-drained soil. To aid in developing an appropriate watering schedule, note how many days it takes to drain completely. See the following chart for recommendations.

### Permeability Rating

Depth of Hole	Depth of Water After 48 Hours	Total Days to Drain	Recommendations
2'	6"	3	amend planting holes & water 2x/week
2'	12"	4	raised planters/amend soil/monitor water
2.5'	6"	3	amend planting holes & water 2x/week
2.5'	12"	4	raised planters/amend soil/monitor water
3'	6"	3	amend planting holes & water 2x/week
3'	12"	4	raised planters/amend soil/monitor water
3'	>12"	>4	raised planters/drainage system

To alter soil permeability, if needed, increase available air space through the addition of organic matter in the form of bark compost or composted manure to individual planting holes. Provide the yearly addition of 1 inch of organic matter as top dressing to planting beds to help maintain soil aeration.

### Soil Preparation for Non-Planted Areas (Rock Beds)

- Clear all weeds (post emergent herbicide, hoe, etc.).
- Apply pre-emergent herbicide over entire area and then weed barrier fabric.
- Cover entire area with non-living mulch to a depth that covers the irrigation system and weed fabric.
- Add mulch as needed to maintain the depth over time.

Prior to proceeding with any soil prep or planting, a soils test may be conducted to include appropriate recommendations in preparation.

### Soil Preparation for Plants

- Conduct percolation test to check drainage.
- Install drainage pipe or French drains to drain planter areas if needed.
- Apply pH adjusting element as recommended by a soil test over entire planting area.
- Mix amendments into soil to a depth of 6" - 8". This depth is critical for proper rooting and health of turf or annuals, and serves to prevent soil layers.
- Amend individual planting pits per the soils report and installation details.

### Fertility & pH

Plants require sixteen nutrients to maintain proper health and growth. The primary nutrients are nitrogen, which is used by the plant to form leaves and branches; phosphorus, which is used by the plant for flower, seed and fruit production; and potassium, which is used by the plant for root development and disease resistance. Secondary nutrients (elements required in greater than trace quantities) are; calcium, sulfur, and magnesium. Copper, iron, manganese, zinc, molybdenum and boron, are considered trace elements.

The soil test may include:

- pH - the relative acidity or alkalinity of the soil.
- EC - electroconductivity or the salt concentration of a soil.
- SAR- sodium absorption ratio, expresses activity level of sodium ions.
- Fertility - levels of Nitrogen, Potassium & Phosphorus in the soil.
- Trace - determines levels of specific trace elements (like Boron).
- Soil texture - determines predominance of sand, clay or loam (combination of both) in soil.
- Organic matter - gives a percentage of organic matter contained in the soil.

Organic matter is the major supplier of nitrogen and phosphorus in the soil, the two elements in largest demand by the plant material.

There is an optimum pH level at which nutrients are more readily available to plants. The primary and secondary nutrients are most available to plants at pH levels between 6.5 and 8.0. Just as there are optimum conditions for nutrient uptake, there are adverse conditions as well. Iron becomes unavailable at levels greater than 7.5 and can be added to planter beds in a dry form, or sprayed on the plant as a liquid. Generally, a pH of 6.5 to 7.5 is considered optimal for plant growth.

## PLANTING

Refer to the Woodland Village website, <https://woodlandvillage.net>.

Frequently, the term "Drought Tolerant" is thought of as being "dry" or "desert-like," but this is an unfair description. Plants which are drought tolerant are just that... tolerant of drought conditions. They need not be limited to cactus varieties or other dry climate plants, but include a wide selection of lush, green plants that are attractive in any landscape.

Once established, these plants are able to withstand long periods of dryness without deterioration, going several weeks or, in some cases, an entire season, between deep watering's. Such plants reduce the impact on limited water supplies.

When planting drought tolerant species, it is necessary to water frequently and deeply for one or two seasons. Once the plant has become established, it can thrive on far less water than we are accustomed to providing. If plants are watered frequently, such as during lawn watering, they become shallow rooted and therefore dependent upon frequent irrigation. On the other hand, less frequent watering will promote deep rooting which makes for a healthier plant which also becomes established more quickly.

Trees, shrubs, and plants also require less water when proper gardening practices are followed. This includes proper soil preparation, selecting the right plant for the site, planting correctly, proper irrigation, the use of mulches, and controlling weeds. The final result is healthy plants and a more efficient use of water in this high desert climate.

## Planting Season

The average last frost date in the Truckee Meadows is May 15th, while the first frost is usually around September 15th, providing a growing season of about 115 days. As mentioned earlier, Woodland Village is usually about two weeks behind in the spring. Many deciduous trees benefit from being planted prior to bud break in the spring, between about March 22nd and April 15th. Any time the ground is thawed enough to dig, and plants are available, it is okay for spring planting of bareroot or containerized plant material. When considering fall planting, however, it should be noted that even though most trees can successfully root in soil temperatures as low as 45 degrees Fahrenheit, dry fall weather with inadequate moisture followed by a cold winter can be fatal to those new transplants.

## Planting Methods

- Dig holes equal to the depth of the plant container.
- Dig hole 2 times the width of the plant container (this is to encourage vigorous lateral rooting).
- Fill the holes with water and wait 12 hours to plant.
- If water does not drain, take measures to insure adequate drainage in the root zone.
- Mix two-thirds native soil from the hole with one-third amendment. Add a handful of bone meal or slow release fertilizer (at recommended rate).
- Place plant in hole to check for depth. The plant should sit level with the surrounding soil.
- If the hole is too deep, add soil (plants planted too deep can rot in poorly drained soil).
- If higher than 1", dig the hole a bit deeper.
- Remove the container, wire basket, burlap, etc. completely.
- Check the root ball of the plant. If the roots are coiled at the sides, bottom or surface, gently ease them away from the edges. If that is not possible, score the root ball a few times (to promote new root growth) and spread them out in the bottom of the hole.
- For trees, orient the tree with the trunk facing the same direction it was grown. This is usually denoted by flagging tape or a colored label with no writing on it, indicating the north side of the tree (it helps prevent sunburn and freeze damage).
- Backfill amended soil around the plant. Tamp the soil occasionally to remove air pockets.
- Mound unused soil from the hole to create a basin around the plant.
- Fill the basin with water.
- If the plant has settled, add more soil to level up the plant with the grade. Do not bury the exposed stem or trunk of the plant/tree in doing so.
- Wrap newly planted deciduous tree trunks with a light-colored porous material to prevent sunburn the first season. Remove the wrap the next year.
- Stake trees. To ensure the wire used from the stake to the tree does not slide down the stake, consider securing the wire to the stake. Do not cinch trees so tight that

there is no movement within the stakes, this promotes weak trunks that cannot take wind. Trees should move slightly to build strength.

## IRRIGATION

Lifestyle Homes installs pressure reducing valves (PRV) for the pipes on the inside of the home. If the source water pressure coming into the home is 65 pounds or more, the homeowner may also consider installing a PRV on the irrigation system to prevent the pipes inside the home from rattling when the sprinklers are running. Lifestyle Homes will inspect, but not remedy pipes that rattle due to improperly installed irrigation systems.

Lifestyle Homes has provided a 3-inch plastic pipe under each driveway to allow the passage of water pipes and electric control wires. The location of the pipe was covered during the homeowner orientation meeting.

All plant material should be on a drip system. Drip irrigation provides the following benefits:

- Provides a controlled amount of water to each plant;
- Confines water to planted areas only, reducing (but in no way eliminating) weed production; and
- Reduces the tendency to waterlog poorly drained soils by an unattended sprinkler.

Watering Frequency – This table is for informational purposes only. Individual homeowners are responsible for establishing their own watering schedules based on current climatic conditions.

	Vines & Shrubs 2' - 3' High	Shrubs & Trees 4' - 5' High	Shrubs & Trees 5' - 10' High	Trees 10' - 20' High	Mature Trees <20' High	Vegetable Gardens, Ground Cover Flowers	Containers
Cool weather	2 hrs.	2 hrs.	2 hrs.	2.5 hrs.	3 hrs.	2 hrs.	10 min
	1-2 days	1-2 days	1-2 days	1-2 days	1-2 days	1-2 days	1-2 days
Warm weather	2 hrs.	2 hrs.	2 hrs.	2.5 hrs.	3 hrs.	2 hrs.	20 min
	2 days	2 days	2 days	2 days	2 days	2 days	2 days
Hot weather	2 hrs.	2 hrs.	2 hrs.	2.5 hrs.	3 hrs.	3 hrs.	30 min
	2 days	2 days	2 days	3 days	3 days	3 days	3 days

NOTE: In the above table, the Hours represent the hours of each water and the Days represent the number of days per week. When plants with different watering duration requirements occur on the same irrigation zone, the watering regime described above can be maintained by providing varying numbers of emitters to each plant.

#### Turf Grass Average Water Requirements

Average water requirements, per week, for northern Nevada turf grasses are depicted on the following graph. Though differing soils and grass species will cause variability in these needs, these values can serve as a general guideline. At 30 psi Rain Bird 1800 sprinklers with MPR nozzles put down about 1 to 2 inches of water per hour. Depending on the specific sprinkler used, precipitation rates may vary.

## MAINTENANCE

Plant materials shall be maintained in a healthy vigorous condition so that they will be best suited to fight off any chemical imbalance that would otherwise kill a weakened or stressed plant. The following maintenance practices should be undertaken on a yearly basis.

#### Plant Replacement

Any dead or dying plant (excluding street trees) shall be promptly replaced by the homeowner.

### Additional Resources

The Woodland Village website, <https://woodlandvillage.net>

The EBMC Woodland Village Owner Portal,

<https://ebmc.securecafe.com/residentservices/ebmc-hoa/userlogin.aspx>

Ortho Books. 1989 Gardening in Dry Climates

University of Nevada Cooperative Extension. 1995. Small Ranch Manual

Sunset Books Inc. 1995. Western Garden Book

2021 International Wildland-Urban Interface Code (IWUIC)

## APPENDIX A

### Woodland Village Design Committee Review Form and Checklist



## WOODLAND VILLAGE DESIGN COMMITTEE REVIEW FORM AND CHECKLIST

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor/Landscaper Name (if applicable): \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Summary/Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Estimated Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**NOTE\*** *Projects exceeding or experiencing delays outside of specified timeframe require Design Committee notification - NO EXCEPTIONS.*

**Provide ONE (1) set of plans per submission/application, ONE (1) project per submission/application**

**PROJECT SUBMISSION TYPE: Check all that apply and see following page(s) for required documents**

- BACKYARD STRUCTURE: SHED/GAZEBO/FENCE,ETC**
- FRONT YARD: LANDSCAPE/HARDSCAPE**
- EXTERIOR PAINT/OTHER COSMETIC**
- OTHER**

***ALL DOCUMENTS ON THE FOLLOWING CHECKLIST ARE REQUIRED FOR DESIGN COMMITTEE REVIEW. ANY MISSING INFORMATION WILL RESULT IN AN AUTOMATIC DENIAL.***

***\*Check all that applies to project description\****

**SHED/GAZEBO/PERGOLA/DECK/PATIO/FENCE**

- |   |  |
|---|--|
| <input type="checkbox"/> Copy of existing site plan | <input type="checkbox"/> Setbacks              |
| <input type="checkbox"/> Building Elevation         | <input type="checkbox"/> Dimensions            |
| <input type="checkbox"/> Colors                     | <input type="checkbox"/> Structure Material(s) |
| <input type="checkbox"/> Photo/Rendering/Brochures  | <input type="checkbox"/> Lighting Plan(s)      |
| <input type="checkbox"/> Other                      |  |

**LANDSCAPE/HARDSCAPE**

- |   |   |
|---|---|
| <input type="checkbox"/> Location/Plot plan                           | <input type="checkbox"/> Irrigations plans and Water Usage    |
| <input type="checkbox"/> Rock –Type, Size*                            | <input type="checkbox"/> Dimensions                           |
| <input type="checkbox"/> Ornamental Decorations/Planter Beds/etc.     | <input type="checkbox"/> Patios, Courtyards w/Materials noted |
| <input type="checkbox"/> Plants/Trees, names and location             | <input type="checkbox"/> Photo/Renderings                     |
| <input type="checkbox"/> Artificial Turf type and Installation method | <input type="checkbox"/> Other                                |

*\*Rock 2" or smaller must have a barrier if adjacent to sidewalk, driveway or neighboring property*

**EXTERIOR PAINT/DOORS/WINDOWS/OTHER COSMETIC**

- |  |  |
|--|--|
| <input type="checkbox"/> Paint Samples with name/number  | <input type="checkbox"/> Location of Paint to be applied |
| <input type="checkbox"/> Doors/Windows/Shudders Color(s) | <input type="checkbox"/> Window Coverings                |
| <input type="checkbox"/> Photos/Renderings/Brochures     | <input type="checkbox"/> Other                           |

**SOLAR PANELS:**

*\*A particular proposed installation plan must not interfere with the views of other properties\**

- |   |  |
|---|--|
| <input type="checkbox"/> Contractor's License Info      | <input type="checkbox"/> Contractor's Plans      |
| <input type="checkbox"/> Power and Construction Methods | <input type="checkbox"/> Mounting Method(s)      |
| <input type="checkbox"/> Elevations                     | <input type="checkbox"/> Dimensions/Calculations |
| <input type="checkbox"/> Photos/Renderings/Brochures    | <input type="checkbox"/> Other                   |

**OTHER:**

- |  |  |
|--|--|
| <input type="checkbox"/> Location/Plot plan                | <input type="checkbox"/> Elevations                    |
| <input type="checkbox"/> Dimensions                        | <input type="checkbox"/> Structure Material(s)         |
| <input type="checkbox"/> Ornamental Decoration Location(s) | <input type="checkbox"/> Vegetation names and Location |
| <input type="checkbox"/> Photos/Renderings/Brochures       | <input type="checkbox"/> Other                         |

**NOTE\*** During the construction process all local ordinances as well as Rules and Regulations must be followed. Common Areas are not to be used for access or storage. Any damage to Common Areas will be billed to the homeowner. Homeowner is responsible for contacting the appropriate Utility Companies before digging and is liable for the actions of all contracted/sub-contracted parties at all times on Association grounds. All architectural approvals are subject to homeowner receiving appropriate, if applicable, governmental licenses and permits.

# **How To Draw A Plot Plan**

**When submitting for a landscaping or other project that requires Association approval, a Plot Plan is needed.**

## **What is a plot plan?**

A Plot Plan is an accurate drawing or map of your property that shows the size and configuration of your property. It should show the location of the house relative to the proposed location of some projects such as sheds and gazebos, as well the location of such projects in relation to fences & property lines.

Plot plans for landscaping will show the relative position of the various plants, trees, and decorative features such as boulders. It should also indicate the type of ground cover (rock) and where it is going to be used.

A copy of the Plot Plan for your home is available from Lifestyle homes, there is also a copy in your new home information package. It will have all the necessary dimensions; however, your submission does not have to be to scale. It does have to be clear and easily readable.

A sample Plot Plan is attached.

## **Some items to keep in mind that will speed the approval process.**

- 1: 30% of the plantings used in the front yard must be evergreen.
- 2: A tree is required.
- 3: Weed block fabric is highly recommended.
- 4: The installation of a backflow device for irrigation is required. This requires a permit from Washoe County.





**WHEN RECORDED, MAIL TO:**

Nona L. Collins  
Woodland Village Homes, Inc.  
80 Calistoga Court  
Cold Springs, Nevada 89506

01-48890 PC

**FIRST SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND VILLAGE**

THIS FIRST SUPPLEMENTAL DECLARATION ("Supplement") is made this \_\_\_\_ day of July, 2001, by **WOODLAND VILLAGE HOMES, INC., a Nevada corporation, formerly known as COLD SPRINGS 2000, a Nevada corporation** (the "Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on September 13, 1999, as Document No. 2379700, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Community, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land owned by Declarant and described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant is the owner of that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property") which is a portion of the Annexable Property.

D. Pursuant to the provisions of Article X of the Declaration, Declarant desires to supplement the Declaration to expand the Community by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Community, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Supplement now included in the term "Community" as defined and used in the Declaration, this Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Community a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Community, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Community, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Community and for ingress, egress, and support over and through the Common Area of the Community.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and any Successor Declarant may be undertaking the work of constructing Improvements to and upon the Community. The completion of such construction and the sale or other disposition of Lots within the Community is essential to the establishment and welfare of the Community as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and any Successor Declarant, and may only be transferred by a written assignment duly recorded from a Declarant to a Successor Declarant, or from a Successor Declarant to another Successor Declarant.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself the rights to:

4.2.1 Complete all Improvements within the Community, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Property which may be relocated from time to time;

4.2.3 Maintain signs advertising the Community, which signs may be maintained anywhere on the Community, excluding Lots owned by Owners other than Declarant;



4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Community; and

4.2.5 Appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas; and Declarant's right to so use the Community shall terminate upon final completion of construction of the Community, or eight (8) years from the recordation of the original Declaration, whichever first occurs, except as required for maintenance and repair obligations conducted by Declarant which may continue after such date.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Community and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself for a period of seven (7) years following the recordation of the original Declaration, the right to cause to be annexed to the Declaration as a part of the Community from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Subdivision Map shall have been recorded for the real property to be so annexed, and to create within the real property so annexed an additional two thousand six hundred seventy-two (2,672) Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Community, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any



inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Community shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Community;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Community on the same basis as the other property in the Community; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Community;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Community on the same basis as the other property in the Community; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.





6. As supplemented and amended by this Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Community as expanded.

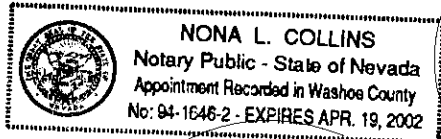
IN WITNESS WHEREOF, Declarant has executed this Supplement on the day and year first above written.

**WOODLAND VILLAGE HOMES, INC.,  
a Nevada corporation**

By: *R. Lissner*  
**ROBERT J. LISSNER**  
Its: **President**

STATE OF NEVADA     )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on August 15, 2001, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



*Nona L. Collins*  
Notary Public  
My Commission Expires: 4/19/02

**EXHIBIT A  
ANNEXED AREAS  
WOODLAND VILLAGE**

All that property situate in Sections 9, 15 and 16, Township 21 North, Range 18 East, MDM., Washoe County, Nevada contained within the following described parcels:

The Exterior Boundaries of Woodland Village Phase 2 as shown on the Official Plat thereof, Subdivision Tract Map 3782, File Number 2407631, recorded December 20, 1999, Official Records, Washoe County, Nevada.

The Exterior Boundaries of Woodland Village Phase 3 as shown on the Official Plat thereof, Subdivision Tract Map 3897, File Number 2507863, recorded December 15, 2000, Official Records, Washoe County, Nevada.

The Exterior Boundary of Cold Springs Ranch Unit 6 as shown on the Official Plat thereof, Subdivision Tract Map 3093, File Number 1842409, recorded October 20, 1994, Official Records, Washoe County, Nevada EXCEPTING THEREFROM lots 8, 11 and 14 of Block G as shown on said Plat.

The Exterior Boundary of Cold Springs Ranch Unit 7 as shown on the Official Plat thereof, Subdivision Tract Map 3170, File Number 1913321, recorded August 2, 1995, Official Records, Washoe County, Nevada EXCEPTING THEREFROM lots 1 to 11 inclusive of Block I and lots 13 to 16 inclusive of Block J as shown on said Plat.

Parcels 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 13A, 14A, 15A and 16A as described in Boundary Line Adjustment Document 2511887 and depicted on a Record of Survey in Support of a Boundary Line Adjustment for Cold Springs 2000 et al, Survey Map 3870, File Number 2511888, recorded December 29, 2000.

Adjusted Lot A as described in Boundary Line Adjustment Document 1784013 and depicted on a Record of Survey Supporting a Boundary Line Adjustment for Crystal Canyon Associates, Survey Map 2699, File Number 1784014 on April 6, 1994 in the Official Records of Washoe County, Nevada, said adjusted Lot A more particularly described as follows:

Beginning at a point on the West Line of Section 15, Township 21 North, Range 18 East from which the Southwest Corner of said Section bears South 01°21'35" West a distance of 1634.91 feet;

thence with said Line North 01°21'35" East a distance of 630.18 feet to a Point on the Westerly Right-of-Way of Crystal Canyon Boulevard;



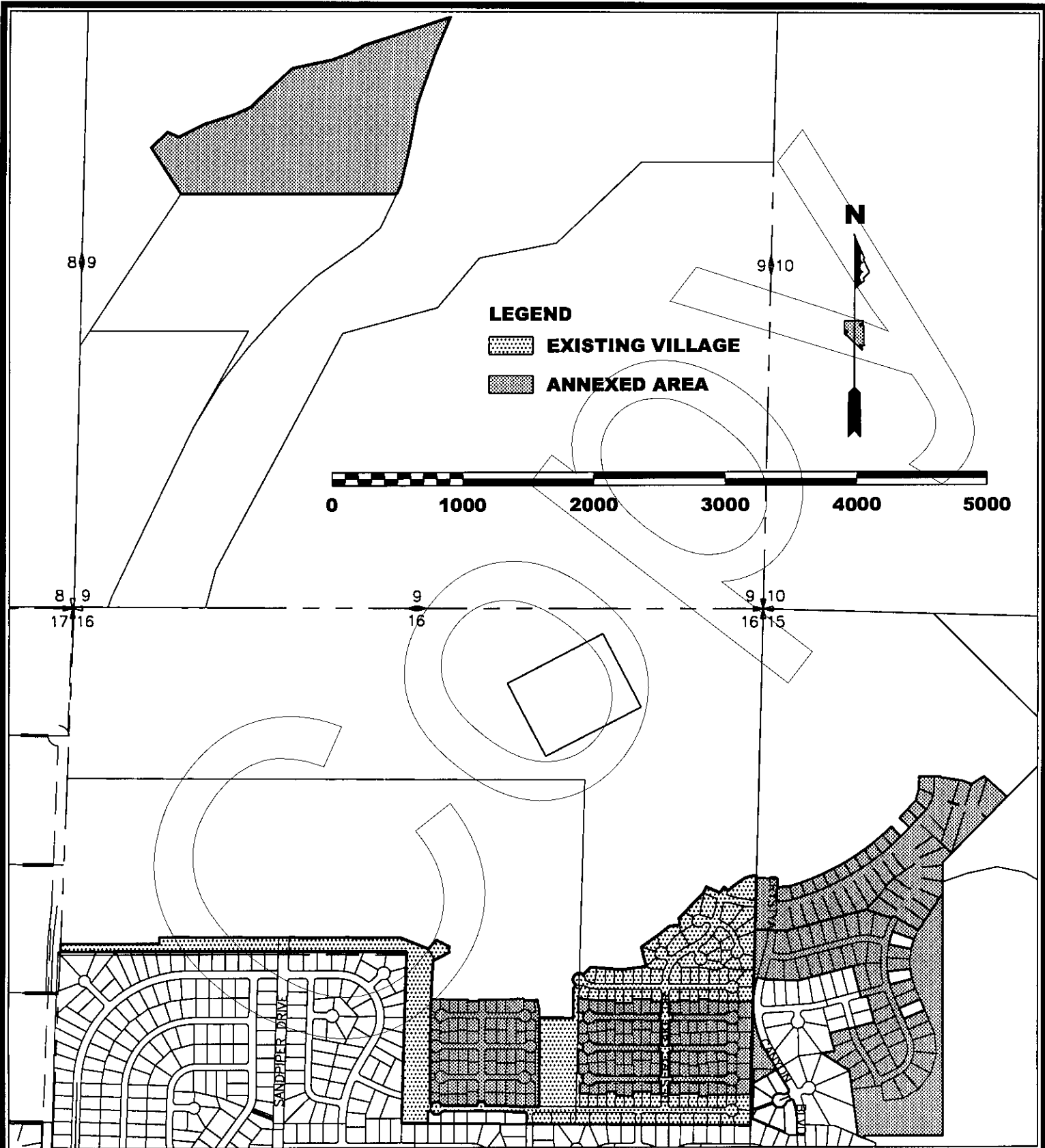
thence with said Right-of-Way from a tangent which bears South 01°21'35" West, along a circular curve to the left with a radius of 730.00 feet and a central angle of 32°47'38" an arc length of 417.82 feet;

thence South 31°26'03" East a distance of 138.24 feet;

thence departing said Right-of-Way South 59°33'09" West a distance of 225.01 feet to the Point of Beginning.

Basis of Bearings: Said Survey Map 2699.





**EXHIBIT "A"**  
**WOODLAND VILLAGE**  
**ANNEXED AREAS**

1" = 1000'  
SECS 9,15 & 16  
T21N, R18E, MDM  
Copyright SUMMIT ENG 2001



SHEET  
1  
OF  
1

COPY

**DOC # 2613595**  
11/06/2001 10:52A Fee:22.00  
BK1  
Requested By  
FIRST AMERICAN TITLE  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 9 of 9 RPTT 0.00





**WHEN RECORDED, MAIL TO:**

Dave Davis, Esq.  
Jones Vargas  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501

**FIRST SUPPLEMENTAL DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND VILLAGE**

THIS FIRST SUPPLEMENTAL DECLARATION ("Supplement") is made this 31<sup>st</sup> day of January, 2002, by **WOODLAND VILLAGE HOMES, INC., a Nevada corporation, formerly known as COLD SPRINGS 2000, a Nevada corporation** (the "Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant desires to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Pursuant to the provisions of Article X of the Declaration, Declarant desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Annexation. The the Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part

1.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Supplement now included in the term "Village" as defined and used in the Declaration, this Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and any Successor Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Village; and



4.2.5 Appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself for a period of seven (7) years following the recordation of the original Declaration, the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Subdivision Map shall have been recorded for the real property to be so annexed, and to create within the Village a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

3.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000





4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

4.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



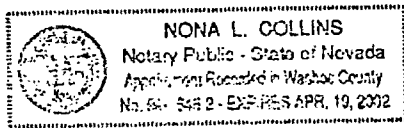
IN WITNESS WHEREOF, Declarant has executed this Supplement on the day and year first above written.

**WOODLAND VILLAGE HOMES, INC.,  
a Nevada corporation**

By: *R J Lissner*  
**ROBERT J. LISSNER**  
Its: **President**

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on February 5, 2002, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



*Nonna L Collins*  
Notary Public  
My Commission Expires: 4/19/02

EXHIBIT "A"

Parcel 1

All that portion of land lying within the exterior boundaries of WOODLAND VILLAGE PHASE 1, according to the map thereof filed in the office of the County Recorder of Washoe County, Sate of Nevada, on September 13, 1999, as Document No. 2379697, Official Records, as Tract Map No. 3750.

Parcel 2

All that portion of land lying within the exterior boundaries of WOODLAND VILLAGE PHASE 2, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on December 20, 1999, as Document No. 2407631, Official Records, as Tract Map No. 3782.

**DOC # 2674598**  
04/10/2002 02:39P Fee:19.00  
BK1  
Requested By  
FIRST AMERICAN TITLE  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 5 of 5 RPTT 0.00





**WHEN RECORDED, MAIL TO:**

Dave Davis, Esq.  
Jones Vargas  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501

**SECOND SUPPLEMENTAL DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND VILLAGE**

THIS SECOND SUPPLEMENTAL DECLARATION ("Supplement") is made this 31<sup>st</sup> day of January, 2002, by **WOODLAND VILLAGE HOMES, INC., a Nevada corporation, formerly known as COLD SPRINGS 2000, a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE PHASE 3, LLC, a Nevada limited liability company** ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Supplement now included in the term "Village" as defined and used in the Declaration, this Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;



4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the

3.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

4.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



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

**WOODLAND VILLAGE HOMES, INC.,  
a Nevada corporation**

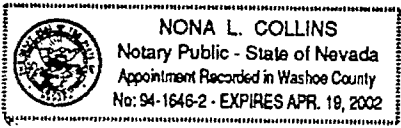
By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: **President**

**WOODLAND VILLAGE PHASE 3, LLC,  
a Nevada limited liability company**

By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: **Managing Member**

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF WASHOE    )

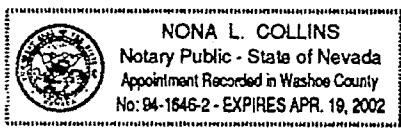
This instrument was acknowledged before me on February 5, 2002, ~~2001~~, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



*Nona L Collins*  
Notary Public  
My Commission Expires: 4/19/02

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on February 5, 2002, ~~2001~~, by ROBERT J. LISSNER, as Managing Member of WOODLAND VILLAGE PHASE 3, LLC, a Nevada limited liability company.



*Nona L Collins*  
Notary Public  
My Commission Expires: 4/19/02



EXHIBIT "A"

All that portion of land lying within the exterior boundaries of  
WOODLAND VILLAGE PHASE 3, according to the map thereof, filed in  
the office of the County Recorder of Washoe County, State of Nevada on  
December 15, 2000, as Document No. 2507863, Official Records, as Tract  
Map No. 3897.

**DOC # 2674600**  
04/10/2002 02:39P Fee:19.00  
BK1  
Requested By  
FIRST AMERICAN TITLE  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 6 of 6 RPTT 0.00





**WHEN RECORDED, MAIL TO:**

Dave Davis, Esq.  
Jones Vargas  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501

**THIRD SUPPLEMENTAL DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND VILLAGE**

THIS THIRD SUPPLEMENTAL DECLARATION ("Supplement") is made this 31<sup>st</sup> day of January, 2002, by **WOODLAND VILLAGE HOMES, INC., a Nevada corporation, formerly known as COLD SPRINGS 2000, a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE PHASE 4, LLC, a Nevada limited liability company** ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Supplement now included in the term "Village" as defined and used in the Declaration, this Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

2.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the

3.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

4.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



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

**WOODLAND VILLAGE HOMES, INC.,  
a Nevada corporation**

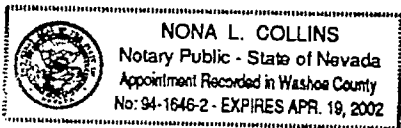
By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: **President**

**WOODLAND VILLAGE PHASE 4, LLC,  
a Nevada limited liability company**

By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: **Managing Member**

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

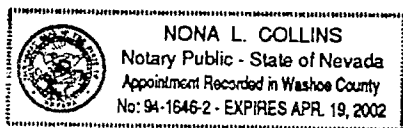
This instrument was acknowledged before me on February 5, 2002, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



*Nona L Collins*  
Notary Public  
My Commission Expires: 4/19/02

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on February 5, 2002, by ROBERT J. LISSNER, as Managing Member of WOODLAND VILLAGE PHASE 4, LLC, a Nevada limited liability company.



*Nona L Collins*  
Notary Public  
My Commission Expires: 4/19/02

EXHIBIT "A"

Parcel 1

All that portion of land lying within the exterior boundaries of WOODLAND VILLAGE PHASE 4, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on June 28, 2001, as Document No. 2568597, Official Records, as Tract Map No. 3970.

Parcel 2

All that portion of land lying within the exterior boundaries of WOODLAND VILLAGE PHASE 5, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on November 20, 2001, as Document No. 2618801, Official Records, as Tract Map No. 4020.

Parcel 3

All that portion of land lying within the exterior boundaries of WOODLAND VILLAGE PHASE 6, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on January 24, 2002, as Document No. 2644066, Official Records, as Tract Map No. 4040.

**DOC # 2674599**

04/10/2002 02:39P Fee:19.00

BK1

Requested By

FIRST AMERICAN TITLE

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 6 of 5 RPT 0.00





556-211-02 thru 28;  
556-212-01 thru 05;

APN: 556-213-01 thru 07

**WHEN RECORDED, MAIL TO:**

Dave Davis, Esq.  
Jones Vargas  
100 W. Liberty St., 12th Floor  
P.O. Box 281  
Reno, Nevada 89504-0281

**SIXTH SUPPLEMENTAL DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND VILLAGE**

THIS SIXTH SUPPLEMENTAL DECLARATION ("Sixth Supplement") is made this 3  
day of April, 2003, by **WOODLAND VILLAGE HOMES, INC.**, a Nevada  
corporation, formerly known as **COLD SPRINGS 2000**, a Nevada corporation (the  
"Declarant"), and **WOODLAND VILLAGE 2002, LLC**, a Nevada limited liability company  
("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance  
with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants,  
Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No.  
2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand  
the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of  
certain additional land described in Exhibit "B" to the original Declaration (the "Annexable  
Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real  
property described in **Exhibit "A"** attached hereto and incorporated herein by this reference,  
together with any improvements constructed thereon (the "Annexed Property"), to the terms and  
provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant,  
with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by  
adding thereto the Annexed Property as hereinafter provided.

1.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000





NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Sixth Supplement now included in the term "Village" as defined and used in the Declaration, this Sixth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;



4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the



Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Sixth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the

4.

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Sixth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

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

**WOODLAND VILLAGE HOMES, INC.,  
a Nevada corporation**

By: *R. Lissner*  
**ROBERT J. LISSNER**  
Its: **President**

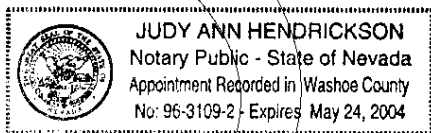
**WOODLAND VILLAGE 2002, LLC,  
a Nevada limited liability company**

By: *R. Lissner*  
**ROBERT J. LISSNER**  
Its: **Manager**

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on April 3, 2003, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.

*Judy Hendrickson*  
Notary Public  
My Commission Expires: \_\_\_\_\_



5.

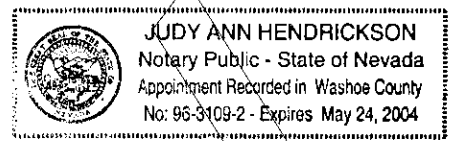
Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000



STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on April 3, 2003, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE 2002, LLC, a Nevada limited liability company.

Judy Hendrickson  
Notary Public  
My Commission Expires: \_\_\_\_\_



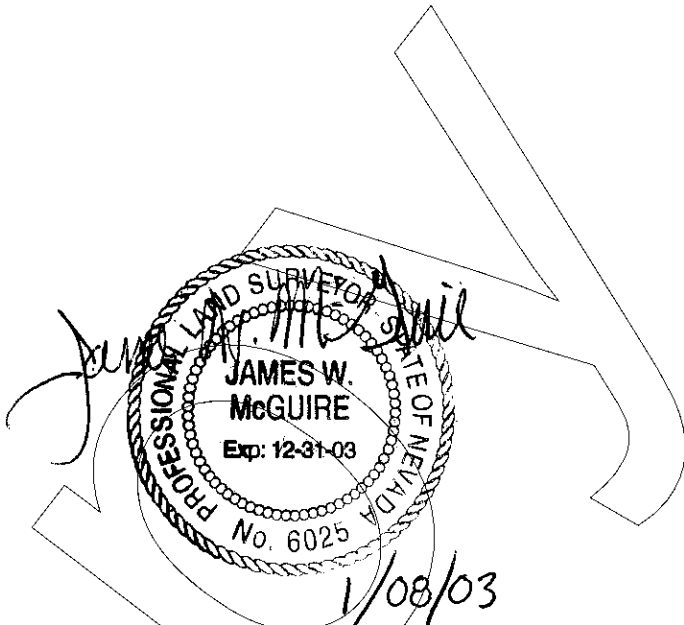
**COPY**

Jones Vargas  
Attorneys at Law  
100 W. Liberty St., 12th Floor  
Reno, Nevada 89501  
(775)786-5000

**LEGAL DESCRIPTION  
WOODLAND VILLAGE PHASE 9**

A parcel of land situate within the North half of Section 16, Township 21 North, Range 18 East, MDM, Washoe County, Nevada and being all that property contained within the exterior boundary of Woodland Village Phase 9 as shown on the Official Plat thereof, Subdivision Tract Map 4163, File Number 2787621, recorded on January 7, 2003 in the Official Records of Washoe County, Nevada.

Description Prepared By:  
James W. McGuire, PLS 6025  
Summit Engineering Corp.  
5405 Mae Anne Avenue  
Reno, Nevada 89523



**DOC # 2836480**  
04/14/2003 10:27A Fee:20.00  
BK1  
Requested By  
FIRST AMERICAN TITLE  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 7 of 7 RPTT 0.00





APN: 556-120-17  
**WHEN RECORDED, MAIL TO:**

Woodland Village Homes, Inc.  
Post Office Box 7548  
Reno NV 89510

**SEVENTH SUPPLEMENTAL DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND VILLAGE**

THIS SEVENTH SUPPLEMENTAL DECLARATION ("Seventh Supplement") is made this 24 day of April, 2003, by **WOODLAND VILLAGE HOMES, INC., a Nevada corporation, formerly known as COLD SPRINGS 2000, a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company** ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property



(the Annexed Property is pursuant to this Seventh Supplement now included in the term "Village" as defined and used in the Declaration, this Seventh Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.





Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;



4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Seventh Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Seventh Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

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

**WOODLAND VILLAGE HOMES, INC.,**

a Nevada corporation

By: RS LISSNER

**ROBERT J. LISSNER**

Its: **President**



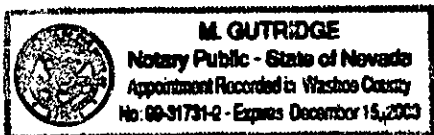
**WOODLAND VILLAGE NORTH, LLC,**

**a Nevada limited liability company**

By: *RJ LISSNER*  
**ROBERT J. LISSNER**  
Its: **Manager**

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

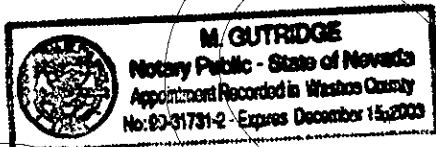
This instrument was acknowledged before me on 24 April, 2003, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



*M. Gutridge*  
Notary Public  
My Commission Expires: 12-15-03

STATE OF NEVADA        )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on 24 April, 2003, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



*M. Gutridge*  
Notary Public  
My Commission Expires: 12-15-03



2847621  
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 6 of 7

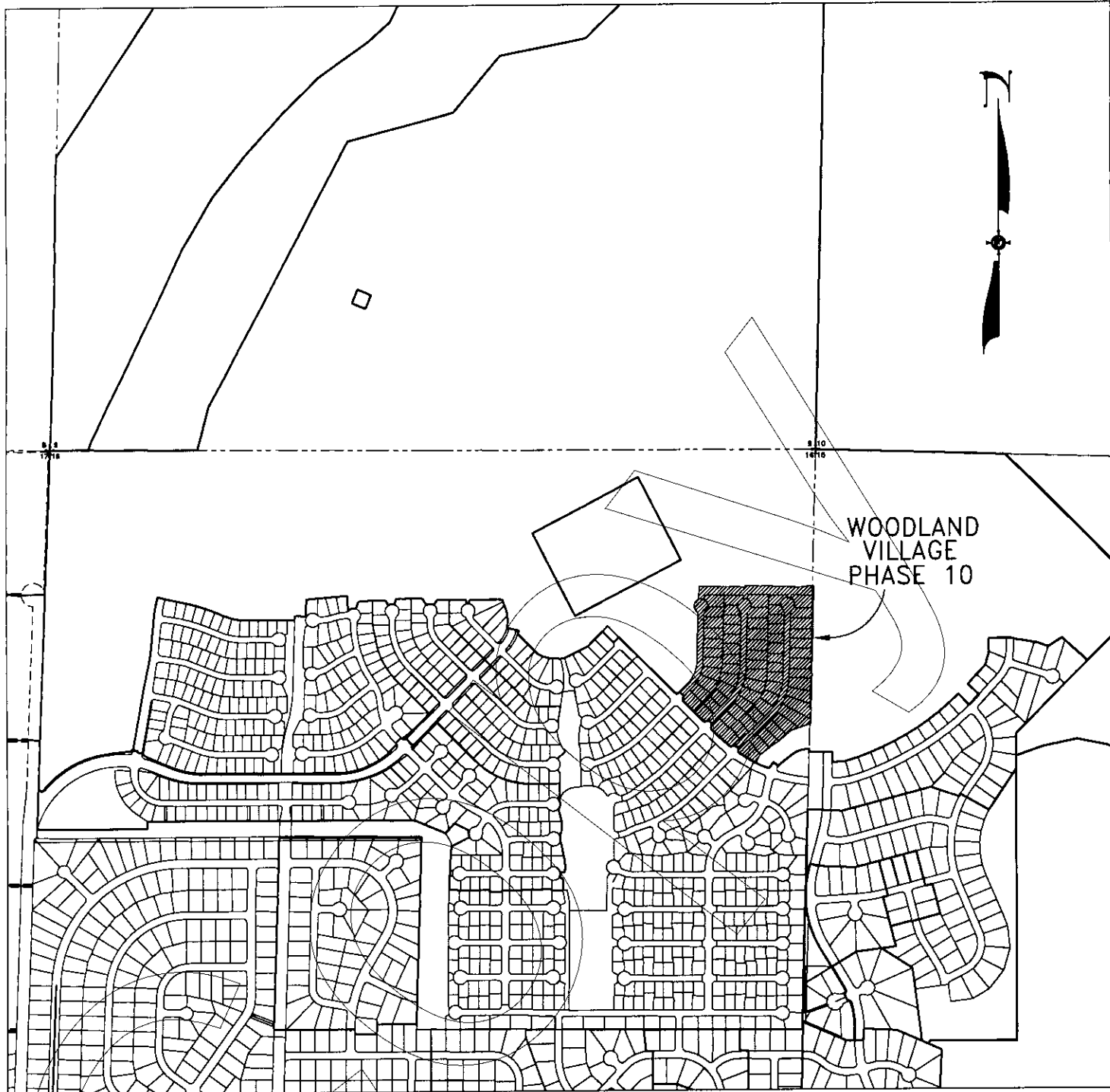


EXHIBIT TO ACCOMPANY CC&R ANNEXATION  
 WOODLAND VILLAGE  
 PHASE 10

SCALE: 1" = 1000'  
 SECTION 15 & 16  
 T21N, R18E, MDM  
 9:39 AM \* 21-APR-2003

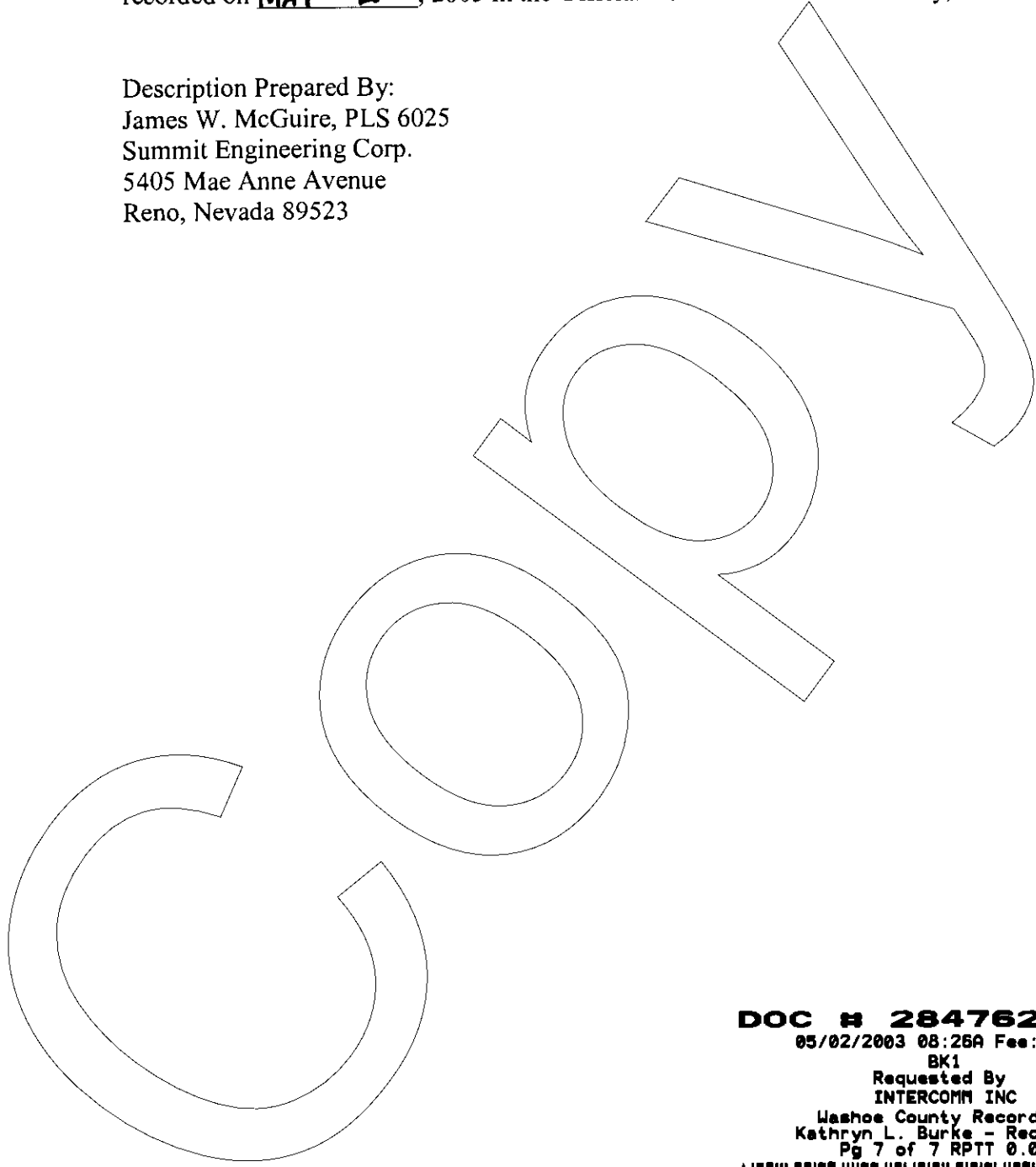


SHEET  
 1  
 OF  
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**LEGAL DESCRIPTION  
WOODLAND VILLAGE PHASE 10**

A parcel of land situate within the NE 1/4 of Section 16 and the NW 1/4 of Section 15, Township 21 North, Range 18 East, MDM, Washoe County, Nevada and being all that property contained within the exterior boundary of Woodland Village Phase 10 as shown on the Official Plat thereof, Subdivision Tract Map 4201, File Number 2847619, recorded on MAY 2, 2003 in the Official Records of Washoe County, Nevada.

Description Prepared By:  
James W. McGuire, PLS 6025  
Summit Engineering Corp.  
5405 Mae Anne Avenue  
Reno, Nevada 89523



**DOC # 2847621**  
05/02/2003 08:26A Fee:20.00  
BK1  
Requested By  
INTERCOMM INC  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 7 of 7 RPTT 0.00



APN: 556-290-02  
WHEN RECORDED, MAIL TO:



Woodland Village North, LLC.  
Post Office Box 7548  
Reno NV 89510

**EIGHTH SUPPLEMENTAL DECLARATION OF  
AMENDED AND RESTATED COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS EIGHTH SUPPLEMENTAL DECLARATION ("Eighth Supplement") is made this 12 day of AUGUST, 2003, by **WOODLAND VILLAGE HOMES, INC.**, formerly known as **COLD SPRINGS 2000, INC.**, a Nevada corporation (the "Declarant"), and **WOODLAND VILLAGE PHASE 11, LLC**, a Nevada limited liability company ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:



1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Eighth Supplement now included in the term "Village" as defined and used in the Declaration, this Eighth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;



4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental





Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Eighth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Eighth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.





STATE OF NEVADA )

)ss.

COUNTY OF WASHOE )

This instrument was acknowledged before me on August 11, 2003, by R. J. LISSNER, as Manager of WOODLAND VILLAGE PHASE 11, LLC, a Nevada limited liability company.

*Alison Knight*

Notary Public

Expires: 01-06-2007



C O O P



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**WOODLAND VILLAGE PHASE 11, L.L.C.**  
**PARCEL 1-A, R.O.S. 4242**

A parcel of land situate within Sections 15 and 16, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, and being a portion of Parcel 1 as shown on the Record of Survey in support of a Boundary Line Adjustment between Woodland Village Phase 4, L.L.C. and Woodland Village Homes, Inc., Survey Map 4003, File No. 2617323, recorded on November 16, 2001 in the Official Records of Washoe County, Nevada, being more particularly described as follows:

BEGINNING at a point on the northerly line of Lot 31, Block G of Cold Springs Ranch Unit 7 as shown on Subdivision Tract Map No. 3170, File No. 1913321 filed August 2, 1995 in the Official Records of Washoe County, Nevada, from which the northeast corner of said Lot 31 bears South 81°32'10" East 30.46 feet;

thence along the northerly line of said Subdivision Tract Map 3170 North 81°32'10" West 134.70 feet;

thence continuing along said line North 00°11'36" West 6.61 feet;

thence continuing along said line South 89°48'24" West 167.65 feet to the northwest corner of Lot 16A as shown on Record of Survey Map 3870, File No. 2511888, filed December 29, 2000 in the Official Records of Washoe County, Nevada;

thence along the westerly and northwesterly lines of Lots 16A, 15A, 14A and 13A as shown on said Record of Survey Map 3870 the following four (4) courses and distances:

South 00°00'15" East 91.19 feet;

South 15°01'16" West 95.21 feet;

South 42°35'00" West 90.96 feet;

South 42°34'16" West 90.00 feet to the western most corner of said Lot 13A;

thence along the southwesterly line of said Lot 13A South 47°26'47" East a distance of 105.00 feet to the northwesterly right-of-way line of Aquamarine Drive;

thence along said right-of-way line from a tangent which bears South 42°58'11" West, along a circular curve to the right with a radius of 1975.00 feet and a central



angle of 02°48'28" an arc length of 96.79 feet to the eastern most corner of Lot 11A as shown on said Record of Survey Map 3870;

thence along the northeasterly line of said Lot 11A North 44°13'21" West a distance of 105.00 feet to the northern most corner of said Lot 11A;

thence along the northwesterly and northerly lines of Lots 11A, 10A, 9A, 8A, 7A, 6A, 5A, 4A, 3A, 2A and 1A as shown on said Record of Survey Map 3870 the following eleven (11) courses and distances:

South 47°10'05" West 90.75 feet;

South 49°56'56" West 90.75 feet;

South 52°43'48" West 90.75 feet;

South 55°30'39" West 90.75 feet;

South 58°17'30" West 90.75 feet;

South 61°04'21" West 90.75 feet;

South 63°51'13" West 90.75 feet;

South 66°38'04" West 90.75 feet;

South 69°24'58" West 90.80 feet;

South 72°49'34" West 90.69 feet;

South 86°06'42" West 92.23 feet to the easterly right-of-way line of Crystal Canyon Blvd.;

thence along said line North 01°22'20" East a distance of 66.42 feet;

thence North 88°37'40" West a distance of 160.00 feet to the northwest corner of Parcel A as shown on said Subdivision Tract Map 3170, said corner being on the west line of said Section 15;

thence along said line North 01°22'20" East a distance of 18.58 feet to the northeast corner of Woodland Village Phase 1 as shown on the Official Plat thereof, Subdivision Tract Map 3750, File No. 2379697, filed September 13, 1999 in the Official Records of Washoe County, Nevada;

thence along the northwesterly and northerly boundary lines of said Subdivision Tract Map 3750 the following eight (8) courses, distances and curves:



North 88°37'40" West 2.36 feet;

116.52 feet along the arc of a tangent circular curve to the left with a radius of 179.00 feet and a central angle of 37°17'45";

South 54°04'35" West 84.64 feet;

44.23 feet along the arc of a tangent circular curve to the left with a radius of 179.00 feet and a central angle of 14°09'31";

North 50°04'56" West 42.00 feet;

35.86 feet along the arc of a circular curve to the left with a radius of 221.00 feet and a central angle of 09°17'52", the tangent of which bears South 39°55'04" West;

28.27 feet along the arc of a tangent circular curve to the right with a radius of 20.00 feet and a central angle of 80°58'30";

81.31 feet along the arc of a tangent circular curve to the right with a radius of 994.00 feet and a central angle of 04°41'12" to the southeast corner of Lot 815 of Woodland Village Phase 10, Subdivision Tract Map 4201, File Number 2847619, recorded on May 2, 2003 in the Official Records of Washoe County, Nevada;

thence along the easterly line of said Subdivision Tract Map 4201 the following six ( 6 ) courses and distances:

North 26°16'54" East 57.84 feet;

North 52°43'21" East 90.58 feet;

North 54°59'28" East 86.01 feet;

North 49°01'35" East 96.18 feet;

North 70°56'05" East 144.61 feet;

North 01°22'20" East 940.68 feet to the northeast corner of said Subdivision Tract Map 4201;

Thence leaving said line and proceeding the following nine (9) courses and distances:

North 01°22'20" East 23.62 feet;

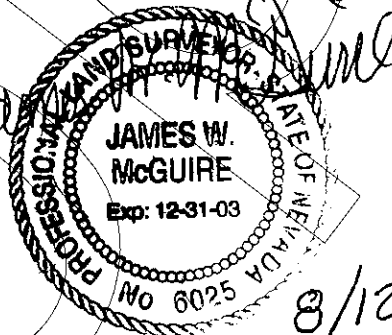


South 88°37'40" East 312.61 feet;  
 North 01°22'20" East 25.11 feet;  
 South 88°37'40" East 472.24 feet;  
 North 01°22'20" East 10.50 feet;  
 South 88°37'40" East 207.18 feet;  
 North 01°22'20" East 8.31 feet;  
 South 88°37'40" East 509.39 feet;  
 South 00°05'37" West 421.28 feet to the Point of Beginning.

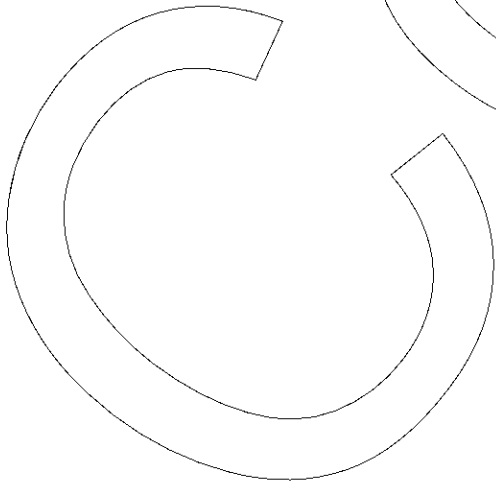
The above described parcel contains an area of approximately 32.338 acres.

BASIS OF BEARINGS: Nevada State Plane Coordinate System, West Zone (NAD 83/94)

*Description Prepared By:*  
 James W. McGuire, PLS 6025  
 Summit Engineering Corp.  
 5405 Mae Anne Ave.  
 Reno, NV 89523



8/12/03



APN: 556-420-01  
WHEN RECORDED, MAIL TO:



Woodland Village Homes, Inc.  
Post Office Box 7548  
Reno NV 89510

**ELEVENTH SUPPLEMENTAL DECLARATION  
OF AMENDED AND RESTATED COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS ELEVENTH SUPPLEMENTAL DECLARATION ("Eleventh Supplement") is made this 18th day of May, 2004, by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE PHASE 12, LLC, a Nevada limited liability company** ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.





NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Eleventh Supplement now included in the term "Village" as defined and used in the Declaration, this Eleventh Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;



4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental



Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Eleventh Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Eleventh Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.



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

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: *R. J. Lissner*  
**R. J. LISSNER**  
Its: **President**

**WOODLAND VILLAGE PHASE 12, LLC, a Nevada limited liability company**

By: *Peter S. Lissner*  
**PETER S. LISSNER**  
Its: **Manager**

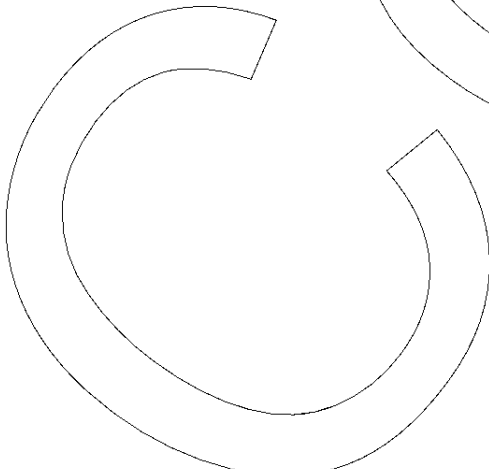
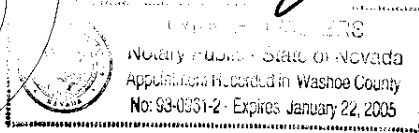
STATE OF NEVADA )

)ss.

COUNTY OF WASHOE )

This instrument was acknowledged before me on MAY 18, 2004, by R. J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.

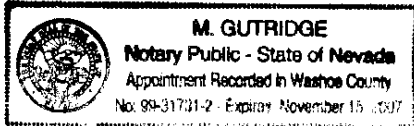
*Jan. E. Utter*  
Notary Public  
My Commission Expires: Jan. 22, 2005





STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on 21 May, 2004, by Peter S. LISSNER, as Manager of WOODLAND VILLAGE PHASE 12, LLC, a Nevada limited liability company.



M. Gutridge  
Notary Public  
Expires: 11-15-07

COPY



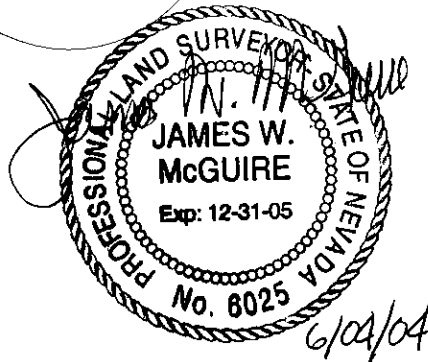


thence North 89°21'41" West a distance of 60.78 feet;  
 thence North 80°29'22" West a distance of 57.60 feet;  
 thence North 69°47'33" West a distance of 59.20 feet;  
 thence North 68°13'33" West a distance of 65.10 feet;  
 thence North 69°11'52" West a distance of 68.92 feet;  
 thence from a tangent which bears North 70°43'42" West, along a circular curve to the left with a radius of 1209.96 feet and a central angle of 06°31'28" an arc length of 137.78 feet;  
 thence with a non-tangent line North 78°24'54" West a distance of 150.14 feet;  
 thence North 73°25'45" West a distance of 52.00 feet;  
 thence along the easterly line of said Lot C from a tangent which bears South 16°34'15" West, along a circular curve to the left with a radius of 656.00 feet and a central angle of 10°56'10" an arc length of 125.21 feet;  
 thence South 05°38'05" West a distance of 244.97 feet;  
 thence along a tangent circular curve to the right with a radius of 674.00 feet and a central angle of 04°26'57" an arc length of 52.34 feet;  
 thence South 10°05'02" West a distance of 16.18 feet;  
 thence along a tangent circular curve to the right with a radius of 1000.00 feet and a central angle of 01°46'55" an arc length of 31.10 feet;  
 thence South 11°51'58" West a distance of 161.84 feet;  
 thence along a tangent circular curve to the left with a radius of 1000.00 feet and a central angle of 01°46'55" an arc length of 31.10 feet;  
 thence South 10°05'02" West a distance of 393.11 feet;  
 thence along the southerly line of said Lot C North 79°54'58" West a distance of 10.00 feet;  
 thence from a tangent which bears South 10°05'01" West, along a circular curve to the right with a radius of 14.00 feet and a central angle of 75°04'02" an arc length of 18.34 feet;  
 thence South 85°09'03" West a distance of 87.85 feet;  
 thence along a tangent circular curve to the left with a radius of 110.00 feet and a central angle of 02°46'29" an arc length of 5.33 feet;  
 thence South 82°22'34" West a distance of 67.65 feet;  
 thence along a tangent circular curve to the left with a radius of 680.00 feet and a central angle of 43°46'59" an arc length of 519.63 feet;  
 thence from a tangent which bears North 87°26'21" West, along a circular curve to the right with a radius of 25.00 feet and a central angle of 89°38'53" an arc length of 39.12 feet;  
 thence along the westerly line of said Lot C North 02°12'29" East a distance of 2306.09 feet to the Point of Beginning.

Said parcel contains an area of approximately 58.16 acres.

Basis of Bearings: Nevada State Plane Coordinate System (NAD83/94, Nevada West Zone).

*Description prepared by  
 James W. McGuire, PLS 6025  
 Summit Engineering Corp.  
 5405 Mae Anne Ave.  
 Reno, NV 89523*



APN: 556-420-01  
WHEN RECORDED, MAIL TO:



Woodland Village Homes, Inc.  
Post Office Box 7548  
Reno NV 89510

**TWELVTH SUPPLEMENTAL DECLARATION  
OF AMENDED AND RESTATED COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS TWELVTH SUPPLEMENTAL DECLARATION ("Twelvth Supplement") is made this 18th day of May, 2004, by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE PHASE 12, LLC, a Nevada limited liability company** ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.



NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Twelvth Supplement now included in the term "Village" as defined and used in the Declaration, this Twelvth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;



4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental



Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Twelfth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Twelfth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.



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

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: R. J. LISSNER  
**R. J. LISSNER**  
Its: **President**

**WOODLAND VILLAGE PHASE 12, LLC, a Nevada limited liability company**

By: Peter S. Lissner  
**PETER S. LISSNER**  
Its: **Manager**

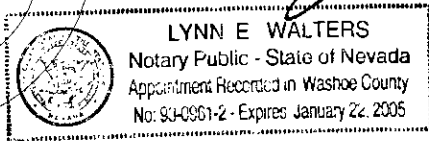
STATE OF NEVADA )

)ss.

COUNTY OF WASHOE )

This instrument was acknowledged before me on May 18, 2004, by R. J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.

Lynn E. Walters  
Notary Public  
My Commission Expires: Jan. 22, 2005

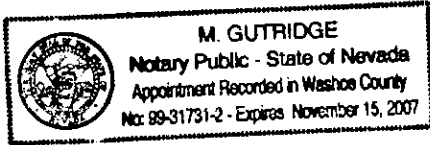


STATE OF NEVADA )

)ss.

COUNTY OF WASHOE )

This instrument was acknowledged before me on 21, May, 2004, by Peter S. LISSNER, as Manager of WOODLAND VILLAGE PHASE 12, LLC, a Nevada limited liability company.



M. Gutridge  
Notary Public  
Expires: 11-15-07

COPY

**LEGAL DESCRIPTION  
WOODLAND VILLAGE PHASE 13**

A parcel situate within the South 1/2 of Section 9, the North 1/2 of Section 16 and the Northwest 1/4 of Section 15, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, located within portions of Parcel C-A as shown on Record of Survey Map 4491, File No. 3128857, recorded on November 17, 2004 in the Official Records of Washoe County, Nevada, and Parcels B1-AC and D-AA as shown on Record of Survey Map 4528, File Number 3177062, recorded on March 2, 2005 in the Official Records of Washoe County, Nevada, and being more particularly described as follows:

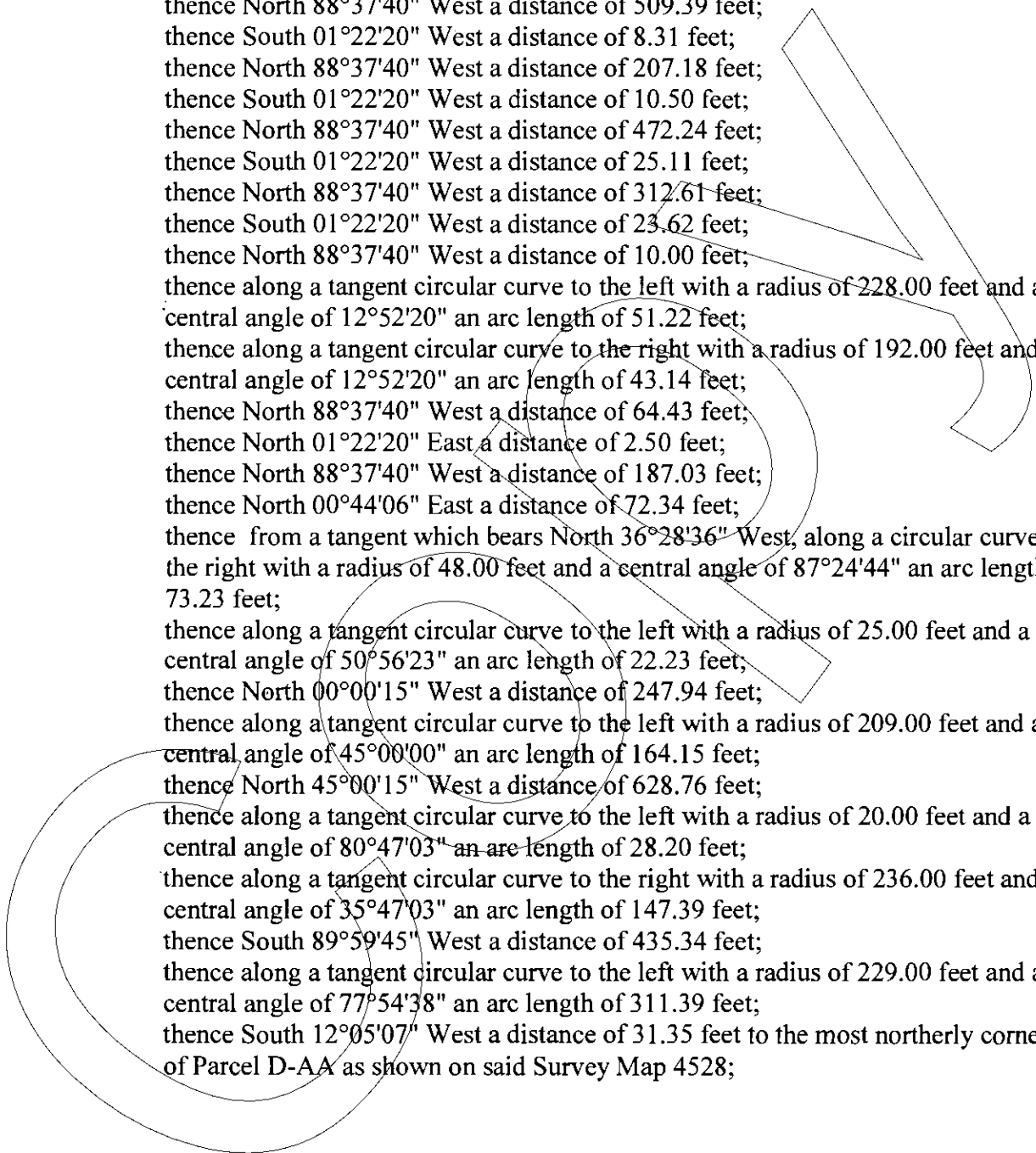
BEGINNING at the Northwest corner of Lot 573 as shown on the Official Plat of Woodland Village Phase 7, Subdivision Tract Map 4106, File Number 2716380, recorded on July 30, 2002 in the Official Records of Washoe County, Nevada;  
thence North  $01^{\circ}40'49''$  East a distance of 450.46 feet;  
thence South  $89^{\circ}59'45''$  West a distance of 624.02 feet;  
thence North  $80^{\circ}02'17''$  West a distance of 73.67 feet;  
thence from a tangent which bears North  $09^{\circ}57'43''$  East, along a circular curve to the right with a radius of 229.00 feet and a central angle of  $02^{\circ}12'44''$  an arc length of 8.84 feet;  
thence with a non-tangent line North  $77^{\circ}49'33''$  West a distance of 147.56 feet;  
thence North  $74^{\circ}42'50''$  West a distance of 10.00 feet;  
thence North  $15^{\circ}17'10''$  East a distance of 534.33 feet;  
thence along a tangent circular curve to the right with a radius of 574.00 feet and a central angle of  $04^{\circ}20'03''$  an arc length of 43.42 feet;  
thence North  $19^{\circ}37'14''$  East a distance of 219.28 feet;  
thence along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of  $90^{\circ}00'00''$  an arc length of 31.42 feet;  
thence with a non-tangent line North  $19^{\circ}37'14''$  East a distance of 52.00 feet;  
thence from a tangent which bears North  $70^{\circ}22'46''$  West, along a circular curve to the right with a radius of 20.00 feet and a central angle of  $90^{\circ}00'00''$  an arc length of 31.42 feet;  
thence with a non-tangent line South  $70^{\circ}22'46''$  East a distance of 10.00 feet;  
thence from a tangent which bears South  $19^{\circ}37'14''$  West, along a circular curve to the left with a radius of 10.00 feet and a central angle of  $90^{\circ}00'00''$  an arc length of 15.71 feet;  
thence South  $70^{\circ}22'46''$  East a distance of 179.48 feet;  
thence along a tangent circular curve to the left with a radius of 264.00 feet and a central angle of  $19^{\circ}37'29''$  an arc length of 90.42 feet;  
thence North  $89^{\circ}59'45''$  East a distance of 481.80 feet;  
thence along a tangent circular curve to the left with a radius of 464.00 feet and a central angle of  $45^{\circ}08'26''$  an arc length of 365.56 feet;  
thence with a non-tangent line South  $45^{\circ}00'15''$  East a distance of 10.00 feet;  
thence from a tangent which bears North  $44^{\circ}51'30''$  East, along a circular curve to the left with a radius of 474.00 feet and a central angle of  $12^{\circ}49'20''$  an arc length of 106.08 feet;  
thence North  $32^{\circ}02'09''$  East a distance of 121.98 feet;



thence North 57°57'51" West a distance of 371.00 feet;  
thence North 31°06'41" East a distance of 388.50 feet;  
thence North 31°40'13" East a distance of 291.89 feet;  
thence North 31°37'35" East a distance of 337.71 feet;  
thence North 32°11'10" East a distance of 319.67 feet;  
thence South 59°40'20" East a distance of 26.74 feet;  
thence South 60°03'06" East a distance of 218.14 feet;  
thence South 56°54'29" East a distance of 186.99 feet;  
thence South 24°27'36" West a distance of 41.12 feet;  
thence South 68°12'47" East a distance of 146.70 feet;  
thence South 71°09'35" East a distance of 73.77 feet;  
thence South 83°00'14" East a distance of 97.79 feet;  
thence North 86°49'21" East a distance of 92.09 feet;  
thence South 88°27'11" East a distance of 63.03 feet;  
thence South 75°58'25" East a distance of 28.08 feet;  
thence South 51°36'25" West a distance of 99.91 feet;  
thence South 34°02'20" West a distance of 82.13 feet;  
thence South 03°28'15" West a distance of 112.51 feet;  
thence South 03°10'56" East a distance of 61.35 feet;  
thence South 04°28'14" West a distance of 109.23 feet;  
thence South 11°52'06" West a distance of 173.87 feet;  
thence South 00°23'46" East a distance of 247.71 feet;  
thence South 78°41'55" East a distance of 15.89 feet;  
thence South 89°49'19" East a distance of 141.20 feet;  
thence from a tangent which bears North 07°00'09" West, along a circular curve to the right with a radius of 48.00 feet and a central angle of 39°15'01" an arc length of 32.88 feet;  
thence with a non-tangent line North 57°45'09" West a distance of 29.61 feet;  
thence North 01°43'05" West a distance of 113.00 feet;  
thence North 89°59'45" East a distance of 302.64 feet;  
thence South 85°19'39" East a distance of 242.39 feet;  
thence North 89°59'45" East a distance of 537.18 feet;  
thence South 85°45'04" East a distance of 52.00 feet;  
thence North 04°14'56" East a distance of 247.29 feet;  
thence along a tangent circular curve to the left with a radius of 2026.00 feet and a central angle of 02°13'06" an arc length of 78.44 feet;  
thence North 02°01'50" East a distance of 197.42 feet;  
thence South 87°58'10" East a distance of 211.70 feet to the westerly line of Parcel E-A as shown on said Record of Survey Map 4491;  
thence along said line South 01°04'12" East a distance of 105.82 feet;  
thence continuing along said line South 01°36'23" East a distance of 1100.81 feet to the southerly line of said Parcel E-A;  
thence along said line South 45°00'15" East a distance of 274.60 feet;  
thence continuing along said line along a tangent circular curve to the left with a radius of 274.00 feet and a central angle of 45°00'00" an arc length of 215.20 feet;



thence North  $89^{\circ}59'45''$  East a distance of 1244.29 feet to the Southeast corner of said Parcel E-A, said corner also being the Northeast corner of Parcel B1-AC as shown on said Record of Survey Map 4528;  
 thence along the easterly line of said Parcel B1-AC South  $45^{\circ}00'58''$  East a distance of 552.55 feet;  
 thence continuing along said line South  $01^{\circ}43'10''$  West a distance of 494.90 feet to the Southeast corner of said Parcel B1-AC;  
 thence along the southerly line of said Parcel B1-AC North  $88^{\circ}16'50''$  West a distance of 256.22 feet;  
 thence continuing along said line North  $00^{\circ}05'37''$  East a distance of 82.20 feet;  
 thence North  $88^{\circ}37'40''$  West a distance of 509.39 feet;  
 thence South  $01^{\circ}22'20''$  West a distance of 8.31 feet;  
 thence North  $88^{\circ}37'40''$  West a distance of 207.18 feet;  
 thence South  $01^{\circ}22'20''$  West a distance of 10.50 feet;  
 thence North  $88^{\circ}37'40''$  West a distance of 472.24 feet;  
 thence South  $01^{\circ}22'20''$  West a distance of 25.11 feet;  
 thence North  $88^{\circ}37'40''$  West a distance of 312.61 feet;  
 thence South  $01^{\circ}22'20''$  West a distance of 23.62 feet;  
 thence North  $88^{\circ}37'40''$  West a distance of 10.00 feet;  
 thence along a tangent circular curve to the left with a radius of 228.00 feet and a central angle of  $12^{\circ}52'20''$  an arc length of 51.22 feet;  
 thence along a tangent circular curve to the right with a radius of 192.00 feet and a central angle of  $12^{\circ}52'20''$  an arc length of 43.14 feet;  
 thence North  $88^{\circ}37'40''$  West a distance of 64.43 feet;  
 thence North  $01^{\circ}22'20''$  East a distance of 2.50 feet;  
 thence North  $88^{\circ}37'40''$  West a distance of 187.03 feet;  
 thence North  $00^{\circ}44'06''$  East a distance of 72.34 feet;  
 thence from a tangent which bears North  $36^{\circ}28'36''$  West, along a circular curve to the right with a radius of 48.00 feet and a central angle of  $87^{\circ}24'44''$  an arc length of 73.23 feet;  
 thence along a tangent circular curve to the left with a radius of 25.00 feet and a central angle of  $50^{\circ}56'23''$  an arc length of 22.23 feet;  
 thence North  $00^{\circ}00'15''$  West a distance of 247.94 feet;  
 thence along a tangent circular curve to the left with a radius of 209.00 feet and a central angle of  $45^{\circ}00'00''$  an arc length of 164.15 feet;  
 thence North  $45^{\circ}00'15''$  West a distance of 628.76 feet;  
 thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of  $80^{\circ}47'03''$  an arc length of 28.20 feet;  
 thence along a tangent circular curve to the right with a radius of 236.00 feet and a central angle of  $35^{\circ}47'03''$  an arc length of 147.39 feet;  
 thence South  $89^{\circ}59'45''$  West a distance of 435.34 feet;  
 thence along a tangent circular curve to the left with a radius of 229.00 feet and a central angle of  $77^{\circ}54'38''$  an arc length of 311.39 feet;  
 thence South  $12^{\circ}05'07''$  West a distance of 31.35 feet to the most northerly corner of Parcel D-AA as shown on said Survey Map 4528;





thence along the northeasterly line of said Parcel D-AA South 45°00'00" East a distance of 374.65 feet;  
 thence continuing along said line North 41°41'16" East a distance of 131.52 feet;  
 thence North 90°00'00" East a distance of 83.70 feet;  
 thence South 00°00'00" West a distance of 130.00 feet;  
 thence North 90°00'00" East a distance of 42.01 feet;  
 thence South 00°00'00" West a distance of 217.32 feet;  
 thence South 45°00'00" East a distance of 38.96 feet;  
 thence South 00°00'00" East a distance of 84.32 feet;  
 thence South 45°00'00" East a distance of 249.95 feet;  
 thence North 90°00'00" East a distance of 239.12 feet to the Northeast corner of said Parcel D-AA;  
 thence along the easterly line of said Parcel D-AA South 01°22'20" West a distance of 33.17 feet;  
 thence continuing along said line from a tangent which bears North 62°41'00" West, along a circular curve to the left with a radius of 48.00 feet and a central angle of 166°53'03" an arc length of 139.81 feet;  
 thence along a tangent circular curve to the right with a radius of 25.00 feet and a central angle of 50°56'23" an arc length of 22.23 feet;  
 thence South 01°22'20" West a distance of 321.71 feet;  
 thence along a tangent circular curve to the right with a radius of 229.00 feet and a central angle of 43°37'25" an arc length of 174.35 feet;  
 thence South 44°59'45" West a distance of 80.45 feet to the southerly line of said Parcel D-AA;  
 thence along said line along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of 90°00'00" an arc length of 31.42;  
 thence continuing along said line North 45°00'15" West a distance of 544.00 feet;  
 thence South 44°59'45" West a distance of 52.00 feet;  
 thence North 45°00'15" West a distance of 108.00 feet;  
 thence South 44°59'45" West a distance of 143.70 feet;  
 thence South 64°22'33" West a distance of 70.71 feet;  
 thence South 63°27'42" West a distance of 106.42 feet;  
 thence South 80°32'26" West a distance of 29.95 feet;  
 thence North 87°09'12" West a distance of 55.22 feet;  
 thence North 82°24'51" West a distance of 18.75 feet;  
 thence North 77°17'49" West a distance of 45.05 feet;  
 thence North 63°33'24" West a distance of 45.21 feet;  
 thence North 44°42'07" West a distance of 191.67 feet;  
 thence from a tangent which bears North 18°47'03" East, along a circular curve to the left with a radius of 292.00 feet and a central angle of 04°42'10" an arc length of 23.97 feet;  
 thence with a non-tangent line North 75°55'07" West a distance of 16.00 feet to the Southeast corner of Parcel C-A as shown on said Record of Survey Map 4491;  
 thence along the southerly line of said Parcel C-A North 75°55'07" West a distance of 68.00 feet;

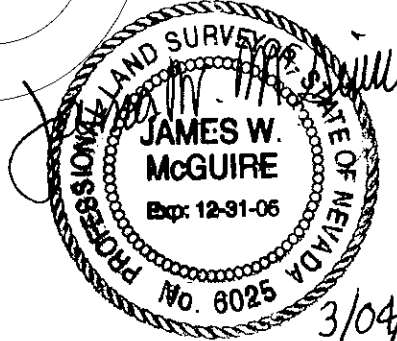


thence continuing along said line from a tangent which bears North 14°04'53" East, along a circular curve to the left with a radius of 208.00 feet and a central angle of 34°13'22" an arc length of 124.24 feet;  
thence North 20°08'30" West a distance of 73.75 feet;  
thence South 89°59'45" West a distance of 224.16 feet;  
thence South 09°35'23" West a distance of 27.75 feet;  
thence from a tangent which bears North 80°24'37" West, along a circular curve to the left with a radius of 48.00 feet and a central angle of 19°11'17" an arc length of 16.08 feet;  
thence with a non-tangent line North 09°35'54" West a distance of 27.75 feet;  
thence South 89°59'45" West a distance of 199.28 feet;  
thence South 32°42'20" West a distance of 40.77 feet;  
thence from a tangent which bears North 57°17'40" West, along a circular curve to the left with a radius of 48.00 feet and a central angle of 65°25'12" an arc length of 54.81 feet;  
thence with a non-tangent line North 32°42'51" West a distance of 50.28 feet;  
thence South 89°59'45" West a distance of 180.43 feet;  
thence South 18°22'10" West a distance of 39.13 feet;  
thence from a tangent which bears North 71°37'50" West, along a circular curve to the left with a radius of 48.00 feet and a central angle of 51°05'01" an arc length of 42.80 feet;  
thence with a non-tangent line North 32°42'51" West a distance of 40.77 feet;  
thence South 89°59'45" West a distance of 86.42 feet;  
thence South 84°11'10" West a distance of 98.71 feet;  
thence South 19°54'50" West a distance of 48.26 feet;  
thence from a tangent which bears North 70°05'10" West, along a circular curve to the left with a radius of 48.00 feet and a central angle of 71°13'55" an arc length of 59.68 feet;  
thence with a non-tangent line North 02°39'29" West a distance of 101.71 feet;  
thence South 86°47'38" West a distance of 75.97 feet;  
thence South 85°10'45" West a distance of 206.75 feet to the Point of Beginning.

Said parcel contains an area of approximately 197.65 acres.

~~BASIS OF BEARINGS:~~ Nevada State Plane Coordinate System, West Zone (NAD 83/94)

Description Prepared By:  
James W. McGuire, P.L.S. 6025  
Summit Engineering Corp.  
5405 Mae Anne Ave.  
Reno, NV 89523



3186548  
03/23/2005  
11 of 11



APN: \_\_\_\_\_  
**WHEN RECORDED, MAIL TO:**

Woodland Village Homes, Inc.  
Post Office Box 7548  
Reno NV 89510

**FOURTEENTH SUPPLEMENTAL  
DECLARATION OF AMENDED AND RESTATED  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WOODLAND VILLAGE**

THIS FOURTEENTH SUPPLEMENTAL DECLARATION ("Fourteenth Supplement") is made this 6<sup>th</sup> day of January, 2006 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **ROCKLAND, LLC, a Nevada limited liability company** ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.



NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Fourteenth Supplement now included in the term "Village" as defined and used in the Declaration, this Fourteenth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;



4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental



Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Fourteenth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Fourteenth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.



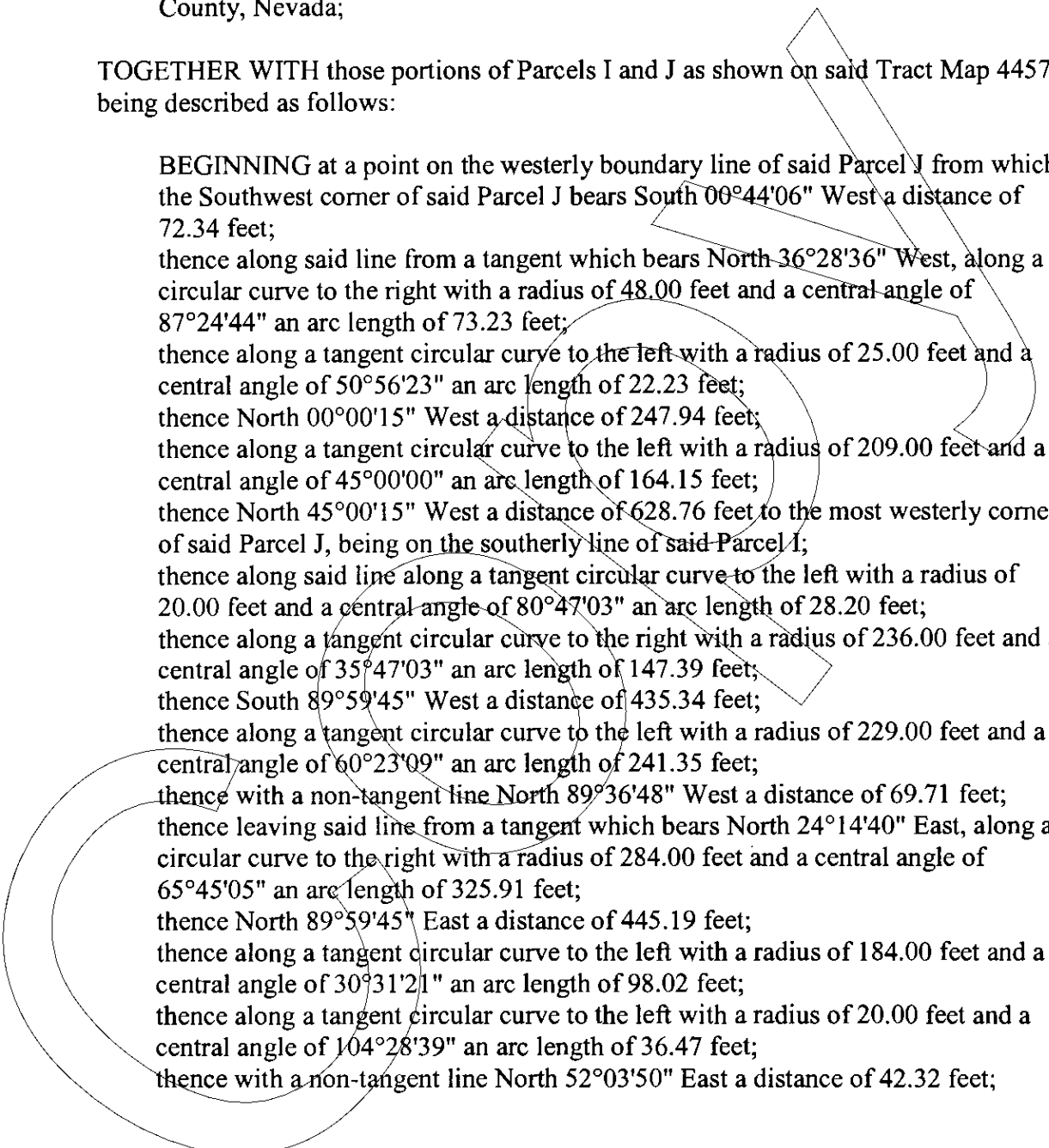


**LEGAL DESCRIPTION  
WOODLAND VILLAGE PHASE 14**

A parcel situate within the Southeast 1/4 of Section 9 and the Northeast 1/4 of Section 16, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, being more particularly described as follows:

All that land contained with the exterior boundaries of Parcels F and G as shown on the Official Plat of Woodland Village Phase 13, Subdivision Tract Map 4457, File No. 3186546, recorded on March 23, 2005 in the Official Records of Washoe County, Nevada;

TOGETHER WITH those portions of Parcels I and J as shown on said Tract Map 4457 being described as follows:



BEGINNING at a point on the westerly boundary line of said Parcel J from which the Southwest corner of said Parcel J bears South 00°44'06" West a distance of 72.34 feet;

thence along said line from a tangent which bears North 36°28'36" West, along a circular curve to the right with a radius of 48.00 feet and a central angle of 87°24'44" an arc length of 73.23 feet;

thence along a tangent circular curve to the left with a radius of 25.00 feet and a central angle of 50°56'23" an arc length of 22.23 feet;

thence North 00°00'15" West a distance of 247.94 feet;

thence along a tangent circular curve to the left with a radius of 209.00 feet and a central angle of 45°00'00" an arc length of 164.15 feet;

thence North 45°00'15" West a distance of 628.76 feet to the most westerly corner of said Parcel J, being on the southerly line of said Parcel I;

thence along said line along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of 80°47'03" an arc length of 28.20 feet;

thence along a tangent circular curve to the right with a radius of 236.00 feet and a central angle of 35°47'03" an arc length of 147.39 feet;

thence South 89°59'45" West a distance of 435.34 feet;

thence along a tangent circular curve to the left with a radius of 229.00 feet and a central angle of 60°23'09" an arc length of 241.35 feet;

thence with a non-tangent line North 89°36'48" West a distance of 69.71 feet;

thence leaving said line from a tangent which bears North 24°14'40" East, along a circular curve to the right with a radius of 284.00 feet and a central angle of 65°45'05" an arc length of 325.91 feet;

thence North 89°59'45" East a distance of 445.19 feet;

thence along a tangent circular curve to the left with a radius of 184.00 feet and a central angle of 30°31'21" an arc length of 98.02 feet;

thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of 104°28'39" an arc length of 36.47 feet;

thence with a non-tangent line North 52°03'50" East a distance of 42.32 feet;





thence from a tangent which bears South 45°00'15" East, along a circular curve to the left with a radius of 20.00 feet and a central angle of 90°00'00" an arc length of 31.42 feet;

thence North 44°59'45" East a distance of 100.00 feet;

thence South 45°00'15" East a distance of 713.51 feet;

thence South 41°19'40" East a distance of 65.98 feet;

thence South 33°19'53" East a distance of 62.82 feet;

thence South 18°06'57" East a distance of 70.59 feet;

thence South 07°36'02" East a distance of 60.09 feet;

thence South 04°53'39" East a distance of 63.69 feet;

thence South 00°00'15" East a distance of 338.20 feet;

thence South 89°59'45" West a distance of 114.06 feet;

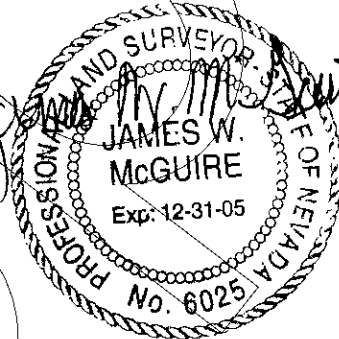
thence North 29°56'06" West a distance of 38.24 feet;

thence from a tangent which bears South 60°03'54" West, along a circular curve to the right with a radius of 48.00 feet and a central angle of 83°27'30" an arc length of 69.92 feet to the Point of Beginning.

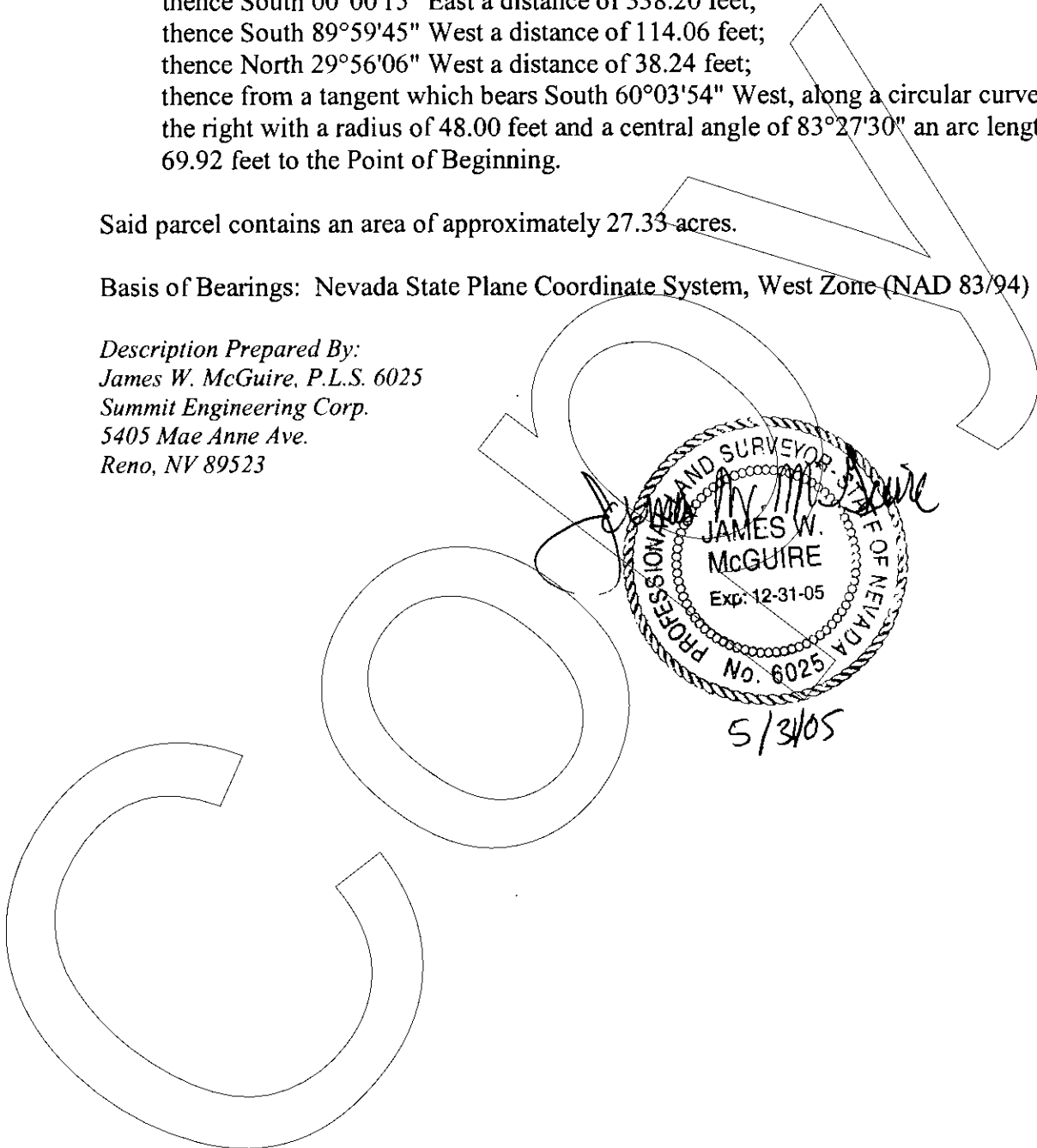
Said parcel contains an area of approximately 27.33 acres.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone (NAD 83/94)

*Description Prepared By:*  
*James W. McGuire, P.L.S. 6025*  
*Summit Engineering Corp.*  
*5405 Mae Anne Ave.*  
*Reno, NV 89523*



5/3/05



APN: \_\_\_\_\_  
**WHEN RECORDED, MAIL TO:**



Woodland Village North, LLC  
Post Office Box 7548  
Reno NV 89510

**FIFTEENTH SUPPLEMENTAL DECLARATION  
OF AMENDED AND RESTATED COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS FIFTEENTH SUPPLEMENTAL DECLARATION ("Fifteenth Supplement") is made this 27<sup>th</sup> day of February, 2007 by **WOODLAND VILLAGE HOMES, INC.**, formerly known as **COLD SPRINGS 2000, INC.**, a Nevada corporation (the "Declarant"), and **PIN OAK HOMES, LLC and WOODLAND VILLAGE NORTH, LCC**, Nevada limited liability companies ("Sub-Declarants"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarants desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarants, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarants, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Fifteenth Supplement now included in the term "Village" as defined and used in the Declaration, this Fifteenth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarants may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarants, and Declarant hereby assigns to Sub-Declarants, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarants the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarants the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental

Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Fifteenth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Fifteenth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

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

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: *RJ LISSNER*  
**R. J. LISSNER**  
Its: President

**WOODLAND VILLAGE NORTH, a Nevada limited liability company**

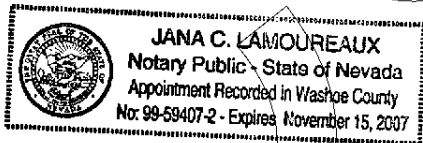
By: *RJ LISSNER*  
**Robert J. LISSNER**  
Its: Manager

**PIN OAK HOMES, a Nevada limited liability company**

By: *Peter S. Lissner*  
**PETER S. LISSNER**  
Its: Manager

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

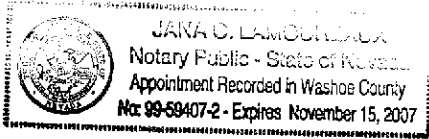
This instrument was acknowledged before me on Feb. 28, 2007, by R. J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



*Jana C. Lamoureux*  
Notary Public  
My Commission Expires: NOV. 15, 2007

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

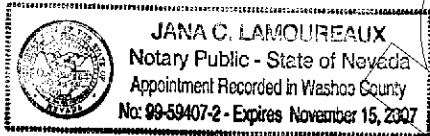
This instrument was acknowledged before me on Feb. 28, 2007, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



Jana C. Lamoureux  
Notary Public  
Expires: NOV. 15, 2007

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on Feb. 28, 2007, by PETER S. LISSNER, as Manager of PIN OAK HOMES, LLC, a Nevada limited liability company.



Jana C. Lamoureux  
Notary Public  
Expires: NOV. 15, 2007

**COPY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**WOODLAND VILLAGE PHASE 15**

A parcel situate within the South 1/2 of Section 9 and the Northeast 1/4 of Section 16, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, being more particularly described as follows:

All that land contained within the exterior boundaries of Parcel H and Parcel I as shown on the Official Plat of Woodland Village Phase 13, Subdivision Tract Map 4457, File No. 3186546, recorded on March 23, 2005 in the Official Records of Washoe County, Nevada,

EXCEPTING from said Parcel I the following strip of land:

BEGINNING at a point on the southerly line of said Parcel I from which the Southwest corner thereof bears North  $89^{\circ}36'48''$  West a distance of 74.75 feet; thence from a tangent which bears North  $24^{\circ}14'40''$  East, along a circular curve to the right with a radius of 284.00 feet and a central angle of  $65^{\circ}45'05''$  an arc length of 325.91 feet; thence North  $89^{\circ}59'45''$  East a distance of 445.19 feet; thence along a tangent circular curve to the left with a radius of 184.00 feet and a central angle of  $30^{\circ}31'21''$  an arc length of 98.02 feet; thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of  $104^{\circ}28'39''$  an arc length of 36.47 feet; thence with a non-tangent line North  $52^{\circ}03'50''$  East a distance of 42.32 feet; thence from a tangent which bears South  $45^{\circ}00'15''$  East, along a circular curve to the left with a radius of 20.00 feet and a central angle of  $90^{\circ}00'00''$  an arc length of 31.42 feet; thence North  $44^{\circ}59'45''$  East a distance of 100.00 feet; thence South  $45^{\circ}00'15''$  East a distance of 52.00 feet to a point on the southerly line of said Parcel I; thence along said line South  $44^{\circ}59'45''$  West a distance of 100.00 feet; thence continuing along said line along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of  $90^{\circ}00'00''$  an arc length of 31.42 feet; thence with a non-tangent line South  $49^{\circ}29'40''$  West a distance of 42.13 feet; thence from a tangent which bears North  $45^{\circ}00'15''$  West, along a circular curve to the left with a radius of 20.00 feet and a central angle of  $80^{\circ}47'03''$  an arc length of 28.20 feet; thence along a tangent circular curve to the right with a radius of 236.00 feet and a central angle of  $35^{\circ}47'03''$  an arc length of 147.39 feet; thence South  $89^{\circ}59'45''$  West a distance of 435.34 feet; thence along a tangent circular curve to the left with a radius of 229.00 feet and a central angle of  $60^{\circ}23'09''$  an arc length of 241.35 feet; thence with a non-tangent line North  $89^{\circ}36'48''$  West a distance of 69.71 feet to the Point of Beginning.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**WOODLAND VILLAGE PHASE 15**

A parcel situate within the South 1/2 of Section 9 and the Northeast 1/4 of Section 16, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, being more particularly described as follows:

All that land contained within the exterior boundaries of Parcel H and Parcel I as shown on the Official Plat of Woodland Village Phase 13, Subdivision Tract Map 4457, File No. 3186546, recorded on March 23, 2005 in the Official Records of Washoe County, Nevada,

EXCEPTING from said Parcel I the following strip of land:

BEGINNING at a point on the southerly line of said Parcel I from which the Southwest corner thereof bears North  $89^{\circ}36'48''$  West a distance of 74.75 feet; thence from a tangent which bears North  $24^{\circ}14'40''$  East, along a circular curve to the right with a radius of 284.00 feet and a central angle of  $65^{\circ}45'05''$  an arc length of 325.91 feet; thence North  $89^{\circ}59'45''$  East a distance of 445.19 feet; thence along a tangent circular curve to the left with a radius of 184.00 feet and a central angle of  $30^{\circ}31'21''$  an arc length of 98.02 feet; thence along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of  $104^{\circ}28'39''$  an arc length of 36.47 feet; thence with a non-tangent line North  $52^{\circ}03'50''$  East a distance of 42.32 feet; thence from a tangent which bears South  $45^{\circ}00'15''$  East, along a circular curve to the left with a radius of 20.00 feet and a central angle of  $90^{\circ}00'00''$  an arc length of 31.42 feet; thence North  $44^{\circ}59'45''$  East a distance of 100.00 feet; thence South  $45^{\circ}00'15''$  East a distance of 52.00 feet to a point on the southerly line of said Parcel I; thence along said line South  $44^{\circ}59'45''$  West a distance of 100.00 feet; thence continuing along said line along a tangent circular curve to the left with a radius of 20.00 feet and a central angle of  $90^{\circ}00'00''$  an arc length of 31.42 feet; thence with a non-tangent line South  $49^{\circ}29'40''$  West a distance of 42.13 feet; thence from a tangent which bears North  $45^{\circ}00'15''$  West, along a circular curve to the left with a radius of 20.00 feet and a central angle of  $80^{\circ}47'03''$  an arc length of 28.20 feet; thence along a tangent circular curve to the right with a radius of 236.00 feet and a central angle of  $35^{\circ}47'03''$  an arc length of 147.39 feet; thence South  $89^{\circ}59'45''$  West a distance of 435.34 feet; thence along a tangent circular curve to the left with a radius of 229.00 feet and a central angle of  $60^{\circ}23'09''$  an arc length of 241.35 feet; thence with a non-tangent line North  $89^{\circ}36'48''$  West a distance of 69.71 feet to the Point of Beginning.

TOGETHER WITH a portion of Remainder Parcel B1-AC as shown on said Tract Map 4457, being more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel H, from which the Southwest corner of Parcel B1-AC as shown on the Record of Survey in support of a Boundary Line Adjustment between Woodland Village North, L.L.C., Woodland Village Phase 10, L.L.C., and the Washoe County School District, Record of Survey Map 4528, File Number 3177062, recorded on March 2, 2005 in the Official Records of Washoe County, Nevada, bears South 77°40'23" West a distance of 1688.47 feet;

thence along the common boundary line between said Parcel H and said Parcel B1-AC South 57°57'51" East a distance of 371.00 feet;

thence continuing along said line South 32°02'09" West a distance of 121.98 feet;

thence continuing along said line along a tangent circular curve to the right with a radius of 474.00 feet and a central angle of 12°49'20" an arc length of 106.08 feet;

thence along the common boundary line between said Parcel B1-AC and C.A.P. E as shown on said Tract Map 4457 with a non-tangent line North 45°00'15" West a distance of 10.00 feet;

thence continuing along said line from a tangent which bears South 44°51'19" West, along a circular curve to the right with a radius of 464.00 feet and a central angle of 45°08'26" an arc length of 365.56 feet;

thence continuing along said line South 89°59'45" West a distance of 96.63 feet;

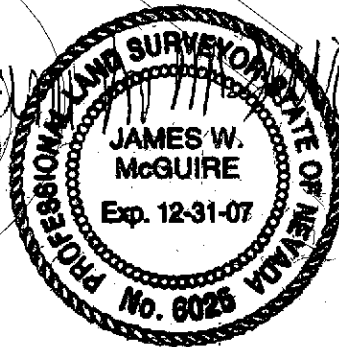
thence leaving said line North 22°39'53" East a distance of 568.97 feet;

thence South 67°20'07" East a distance of 31.82 feet to the Point of Beginning.

Said parcel contains an area of approximately 70.10 acres.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone (NAD 83/94)

Description Prepared By:  
 James W. McGuire, P.L.S. 6025  
 Summit Engineering Corp.  
 5405 Mae Anne Ave.  
 Reno, NV 89523



2/27/07

APN: 556-390-17 & 556-490-04

**WHEN RECORDED, MAIL TO:**



Woodland Village North, LLC  
Post Office Box 7548  
Reno NV 89510

**SIXTEENTH SUPPLEMENTAL DECLARATION  
OF AMENDED AND RESTATED COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS SIXTEENTH SUPPLEMENTAL DECLARATION ("Sixteenth Supplement") is made this 17<sup>th</sup> day of July, 2007 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **PLACER, LLC and WOODLAND VILLAGE NORTH, LCC, Nevada limited liability companies** ("Sub-Declarants"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarants desire to submit and make subject that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarants, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarants, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Sixteenth Supplement now included in the term "Village" as defined and used in the Declaration, this Sixteenth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarants may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarants, and Declarants hereby assigns to Sub-Declarants, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarants the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarants the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental

Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Sixteenth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Sixteenth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

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

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: RJ LISSNER  
**R. J. LISSNER**  
Its: **President**

**WOODLAND VILLAGE NORTH, LLC., a Nevada limited liability company**

By: RJ LISSNER  
**Robert J. LISSNER**  
Its: **Manager**

**PLACER, LLC., a Nevada limited liability company**

By: [Signature]  
**PETER S. LISSNER**  
Its: **Manager**

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on 17, July, 2007, by R. J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



M. Gutridge  
Notary Public  
My Commission Expires: 11-15-07

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

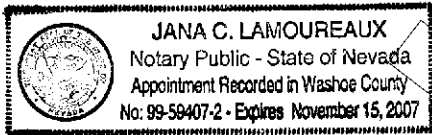
This instrument was acknowledged before me on 17 July, 2007, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



M. Gutridge  
Notary Public  
Expires: 11-15-07

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on July 20, 2007, by PETER S. LISSNER, as Manager of PLACER, LLC, a Nevada limited liability company.



Jana C. Lamoureux  
Notary Public  
Expires: 11-15-07

C O R



*Exhibit 'A'*  
**LEGAL DESCRIPTION**  
**WOODLAND VILLAGE PHASE 16**

A parcel of land situate within portions of the SE1/4 of Section 9, the NW1/4 of Section 15, and the NE1/4 of Section 16, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, located within portions of the remainder of Parcel J of Woodland Village Phase 13 as shown on the Official Plat thereof, Subdivision Tract Map 4457, File No. 3186546, recorded March 23, 2005 in the Official Records of Washoe County, Nevada, and Parcel G-A as shown on the Record of Survey in support of a Boundary Line Adjustment between Woodland Village North, L.L.C. and Pin Oak Homes, L.L.C., Survey Map 4935, File No. 3549504, recorded June 29, 2007 in the Official Records of Washoe County, Nevada and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1301 as shown on the Official Plat of Woodland Village Phase 14, Subdivision Tract Map 4592, File No. 3334142, recorded January 10, 2006 in the Official Records of Washoe County, Nevada; thence along the easterly and northeasterly line of said Tract Map 4592 the following eight (8) courses and distances:

North 00°00'15" West a distance of 338.20 feet;  
North 04°53'39" West a distance of 63.69 feet;  
North 07°36'02" West a distance of 60.09 feet;  
North 18°06'57" West a distance of 70.59 feet;  
North 33°19'53" West a distance of 62.82 feet;  
North 41°19'40" West a distance of 65.98 feet;  
North 45°00'15" West a distance of 661.51 feet to the southerly right-of-way line of Village Parkway as shown on said Tract Map 4592;  
thence continuing North 45°00'15" West a distance of 52.00 feet to the northerly right-of-way line of said Village Parkway, also being the most easterly corner of Lot 1310 as shown on the Official Plat of Woodland Village Phase 15, Subdivision Tract Map 4753, File No. 3506155, recorded on March 7, 2007 in the Official Records of Washoe County, Nevada;

thence along the northeasterly and northerly line of said Tract Map 4753 the following fourteen (14) courses and distances:

North 45°00'15" West a distance of 95.08 feet;  
North 45°01'30" West a distance of 75.50 feet;  
North 45°00'15" West a distance of 70.27 feet;  
North 48°49'46" West a distance of 75.20 feet;  
North 55°19'58" West a distance of 74.07 feet;  
North 60°09'33" West a distance of 76.59 feet;  
North 72°00'02" West a distance of 73.82 feet;  
North 72°43'13" West a distance of 75.62 feet;  
North 78°13'19" West a distance of 72.65 feet;  
North 82°13'31" West a distance of 70.57 feet;  
South 89°51'50" West a distance of 69.84 feet;

South  $89^{\circ}59'25''$  West a distance of 223.90 feet;  
 North  $00^{\circ}00'15''$  West a distance of 88.72 feet;  
 South  $89^{\circ}59'45''$  West a distance of 62.66 feet to the Southeast corner of Parcel F-A as shown on said Record of Survey 4935;

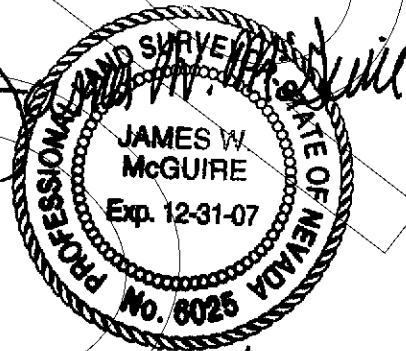
thence along the easterly line of said Parcel F-A North  $00^{\circ}10'41''$  East a distance of 136.87 feet;  
 thence continuing along said easterly line South  $89^{\circ}49'19''$  East a distance of 18.05 feet;  
 thence continuing along said easterly line North  $02^{\circ}25'56''$  East a distance of 117.42 feet;  
 thence leaving said easterly line South  $45^{\circ}35'45''$  East a distance of 82.15 feet;  
 thence North  $89^{\circ}59'45''$  East a distance of 334.27 feet;  
 thence South  $85^{\circ}19'39''$  East a distance of 242.39 feet;  
 thence North  $89^{\circ}59'45''$  East a distance of 537.18 feet;  
 thence South  $85^{\circ}45'04''$  East a distance of 52.00 feet;  
 thence South  $04^{\circ}14'56''$  West a distance of 189.20 feet;  
 thence along a tangent circular curve to the left with a radius of 374.00 feet and a central angle of  $03^{\circ}48'27''$  an arc length of 24.85 feet;  
 thence South  $00^{\circ}26'29''$  West a distance of 146.08 feet;  
 thence along a tangent circular curve to the left with a radius of 24.00 feet and a central angle of  $71^{\circ}29'38''$  an arc length of 29.95 feet;  
 thence along a tangent circular curve to the right with a radius of 276.00 feet and a central angle of  $41^{\circ}15'18''$  an arc length of 198.73 feet;  
 thence South  $29^{\circ}47'51''$  East a distance of 134.63 feet;  
 thence along a tangent circular curve to the left with a radius of 224.00 feet and a central angle of  $15^{\circ}12'25''$  an arc length of 59.45 feet;  
 thence South  $45^{\circ}00'15''$  East a distance of 29.94 feet to the Southwest corner of Parcel E-A as shown on the Record of Survey in support of a Boundary Line Adjustment between Woodland Village North, L.L.C. and Woodland Village Phase 12, L.L.C., Record of Survey 4491, File No. 3128857, recorded on November 17, 2004 in the Official Records of Washoe County, Nevada;  
 thence along the southerly line of said Parcel E-A South  $45^{\circ}00'15''$  East a distance of 274.60 feet;  
 thence continuing along said southerly line along a tangent circular curve to the left with a radius of 274.00 feet and a central angle of  $35^{\circ}26'30''$  an arc length of 169.49 feet;  
 thence leaving said line with a non-tangent line South  $09^{\circ}33'15''$  West a distance of 62.00 feet;  
 thence South  $09^{\circ}41'30''$  East a distance of 319.88 feet;  
 thence South  $00^{\circ}00'15''$  East a distance of 433.85 feet to the southerly line of Parcel J as shown on said Tract Map 4457;  
 thence along said line North  $88^{\circ}37'40''$  West a distance of 135.88 feet;  
 thence continuing along said line South  $01^{\circ}22'20''$  West a distance of 23.62 feet;  
 thence North  $88^{\circ}37'40''$  West a distance of 10.00 feet;

thence along a tangent circular curve to the left with a radius of 228.00 feet and a central angle of 12°52'20" an arc length of 51.22 feet;  
thence along a tangent circular curve to the right with a radius of 192.00 feet and a central angle of 12°52'20" an arc length of 43.14 feet;  
thence North 88°37'40" West a distance of 64.43 feet;  
thence North 01°22'20" East a distance of 2.50 feet;  
thence North 88°37'40" West a distance of 187.03 feet to the Southwest corner of said Parcel J;  
thence along the westerly line of said Parcel J North 00°44'06" East a distance of 72.34 feet to the southerly right-of-way line of Cody Court as shown on said Tract Map 4592;  
thence along said southerly line from a tangent which bears South 36°28'36" East, along a circular curve to the left with a radius of 48.00 feet and a central angle of 83°27'30" an arc length of 69.92 feet to the most westerly corner of Lot 1301 as shown on said Tract Map 4592;  
thence along the southerly line of said Lot 1301 with a non-tangent line South 29°56'06" East a distance of 38.24 feet;  
thence continuing along said line North 89°59'45" East a distance of 114.06 feet to the Point of Beginning.

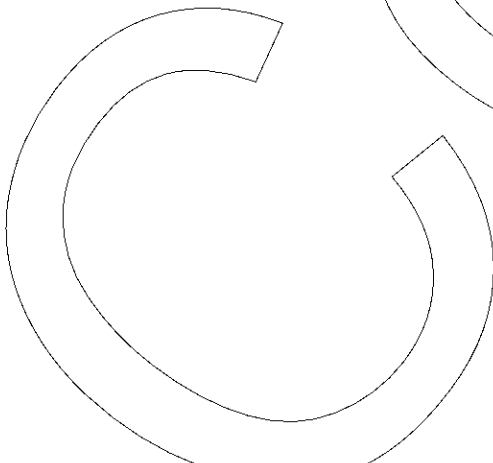
Said parcel contains an area of approximately 22.51 acres.

Basis of Bearings: Nevada State Plane Coordinate System (NAD83/94, Nevada West Zone).

*Description prepared by*  
*James W. McGuire, PLS 6025*  
*Summit Engineering Corp.*  
*5405 Mae Anne Ave.*  
*Reno, NV 89523*



7/17/07



APN: 556-490-05, 556-390-18, 556-441-63

The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.



**WHEN RECORDED, MAIL TO:**

Woodland Village North, LLC  
Post Office Box 7548  
Reno, NV 89510

**SEVENTEENTH SUPPLEMENTAL DECLARATION OF AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND VILLAGE**

THIS SEVENTEENTH SUPPLEMENTAL DECLARATION ("Seventeenth Supplement") is made this 28th day of July, 2014, by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), with the consent of **WOODLAND VILLAGE NORTH, LLC, Nevada limited liability company** ("Property Owner"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Property Owner desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Property Owner as the owner of the Annexed Property (below defined), desires to

supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Property Owner, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Seventeenth Supplement now included in the term "Village" as defined and used in the Declaration, this Seventeenth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Lot in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Property Owner may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant or Property Owner;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant the right to damage any Lot or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in Paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Seventeenth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Seventeenth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

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

**WOODLAND VILLAGE HOMES, INC.,  
a Nevada corporation**

By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: **President**

**WOODLAND VILLAGE NORTH, LLC,  
a Nevada limited liability company**

By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: **Manager**

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on July 28, 2014, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC, a Nevada corporation.

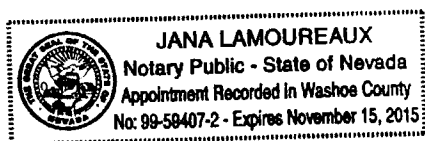
 **JANA LAMOUREAUX**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 98-58407-2 - Expires November 15, 2015

*Jana Lamoureux*  
Notary Public  
My Commission Expires: Nov. 15, 2015



STATE OF NEVADA        )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on July 28, 2014, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



Jana Lamoureux  
Notary Public  
My Commission Expires: NOV. 15, 2015

**COOPER**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**WOODLAND VILLAGE PHASE 18**

A parcel situate within the SE 1/4 of Section 9, Township 21 North, Range 18 East, MDM, Washoe County, Nevada and being a portion of Parcel G-A as shown on the Record of Survey in Support of a Boundary Line Adjustment between Woodland Village North, L.L.C. and Pin Oak Homes, L.L.C., Survey Map 4935, filed in the office of the County Recorder of Washoe County, Nevada on June 29, 2007 as File No. 3549504 of Official Records, and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1464 as shown on the Official Plat of Woodland Village Phase 16, Subdivision Tract Map 4881, filed in the office of the County Recorder of Washoe County, Nevada on August 20, 2008 as File No. 3680303 of Official Records;

thence along the northerly line of said Tract Map 4881 South 89°59'45" West a distance of 537.18 feet;

thence continuing along said northerly line North 85°19'39" West a distance of 242.39 feet;

thence South 89°59'45" West a distance of 334.27 feet;

thence North 45°35'45" West a distance of 82.15 feet to the Northwest corner of C.A.P. A as shown on said Tract Map 4881;

thence leaving said northerly line and proceeding along the westerly line of said Parcel G-A North 02°25'56" East a distance of 69.23 feet;

thence continuing along said westerly line North 11°08'49" East a distance of 202.69 feet;

thence continuing along said westerly line North 07°06'51" East a distance of 182.08 feet to the Northwest corner of said Parcel G-A;

thence along the northerly line of said Parcel G-A South 89°38'21" East a distance of 1188.54 feet;

thence continuing along said northerly line South 87°58'10" East a distance of 211.70 feet to the Northeast corner of said Parcel G-A;

thence along the easterly line of said Parcel G-A South 01°04'12" East a distance of 105.82 feet;

thence continuing along said easterly line South  $01^{\circ}36'23''$  East a distance of 1100.81 feet to the northerly right-of-way line of Polar Bear Drive as shown on said Subdivision Tract Map 4881;

thence along said northerly line North  $45^{\circ}00'15''$  West a distance of 29.94 feet;

thence continuing along said northerly line along a tangent circular curve to the right with a radius of 224.00 feet and a central angle of  $15^{\circ}12'25''$  an arc length of 59.45 feet;

thence North  $29^{\circ}47'51''$  West a distance of 134.63 feet;

thence along a tangent circular curve to the left with a radius of 276.00 feet and a central angle of  $41^{\circ}15'18''$  an arc length of 198.73 feet;

thence along a tangent circular curve to the right with a radius of 24.00 feet and a central angle of  $71^{\circ}29'38''$  an arc length of 29.95 feet to the easterly right-of-way line of Village Parkway as shown on said Subdivision Tract Map 4881;

thence along said easterly line North  $00^{\circ}26'29''$  East a distance of 146.08 feet;

thence continuing along said easterly line along a tangent circular curve to the right with a radius of 374.00 feet and a central angle of  $03^{\circ}48'27''$  an arc length of 24.85 feet;

thence North  $04^{\circ}14'56''$  East a distance of 189.20 feet;

thence leaving said easterly line North  $85^{\circ}45'04''$  West a distance of 52.00 feet to the Point of Beginning.

TOGETHER WITH a parcel situate within a portion of the NW1/4 of Section 15, Township 21 North, Range 18 East, MDM, Washoe County, Nevada and being comprised of Lot B-A and Parcel K-A as shown on the Record of Survey in Support of a Boundary Line Adjustment between Woodland Village Phase 11, L.L.C., Woodland Village Phase 12, L.L.C., and Woodland Village North, L.L.C. & Placer, L.L.C., Survey Map 5029, filed in the office of the County Recorder of Washoe County, Nevada on March 11, 2008 as File No. 3629305 of Official Records, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot B-A, thence along the southerly line of said Lot B-A the following fifteen (15) courses:

South  $89^{\circ}59'45''$  West a distance of 141.86 feet;

30.06 feet along the arc of a non-tangent circular curve to the left, the tangent of which bears North  $68^{\circ}10'08''$  West, having a radius of 48.00 feet and a central angle of  $35^{\circ}53'11''$ ;

North  $85^{\circ}18'02''$  West a distance of 130.57 feet;

South  $00^{\circ}00'15''$  East a distance of 139.32 feet;

North  $89^{\circ}53'02''$  West a distance of 202.00 feet;

South  $00^{\circ}00'15''$  East a distance of 19.70 feet;

South  $89^{\circ}59'45''$  West a distance of 102.00 feet;

North  $00^{\circ}00'15''$  West a distance of 131.00 feet;

South  $80^{\circ}29'24''$  West a distance of 143.54 feet;

64.96 feet along the arc of a non-tangent circular curve to the left, the tangent of which bears North  $61^{\circ}22'24''$  West, having a radius of 48.00 feet and a central angle of  $77^{\circ}32'21''$ ;

South  $89^{\circ}59'45''$  West a distance of 224.65 feet;

74.01 feet along the arc of a non-tangent circular curve to the left, the tangent of which bears North  $41^{\circ}05'45''$  West, having a radius of 48.00 feet and a central angle of  $88^{\circ}20'39''$ ;

North  $88^{\circ}53'14''$  West a distance of 258.32 feet;

48.61 feet along the arc of a non-tangent circular curve to the left, the tangent of which bears North  $61^{\circ}33'47''$  West, having a radius of 48.00 feet and a central angle of  $58^{\circ}01'05''$ ;

North  $75^{\circ}20'32''$  West a distance of 105.13 feet to the Southwest corner of said Lot B-A;

thence along the westerly line of said Lot B-A North  $01^{\circ}22'20''$  East a distance of 90.52 feet to the Northwest corner of said Lot B-A;

thence along the northerly line of said Lot B-A the following six (6) courses:

South  $88^{\circ}37'40''$  East a distance of 135.88 feet;

North  $86^{\circ}44'15''$  East a distance of 110.10 feet;

North 00°00'15" West a distance of 38.03 feet;

27.31 feet along the arc of a non-tangent circular curve to the left, the tangent of which bears South 70°25'56" East, having a radius of 48.00 feet and a central angle of 32°35'54";

South 13°01'50" East a distance of 40.37 feet;

North 89°59'45" East a distance of 136.17 feet to the Southwest corner of said Parcel K-A;

thence along the westerly line of said Parcel K-A North 00°00'15" West a distance of 803.09 feet to the Northwest corner of said Parcel K-A;

thence along the northerly line of said Parcel K-A North 89°59'45" East a distance of 964.17 feet to the Northeast corner of said Parcel K-A;

thence along the easterly line of said Parcel K-A South 45°00'58" East a distance of 552.55 feet;

thence continuing along said easterly line South 01°43'10" West a distance of 494.90 feet to the Southeast corner of said Parcel K-A;

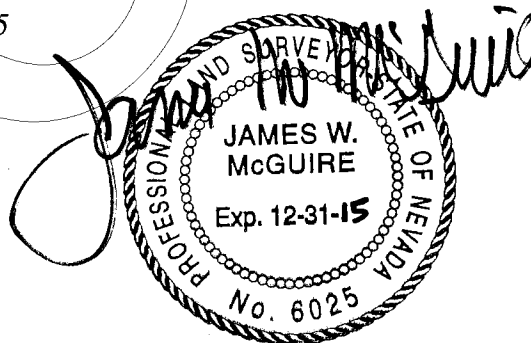
thence along the southerly line of said Parcel K-A North 88°16'50" West a distance of 256.22 feet to the easterly line of said Lot B-A;

thence along said easterly line South 00°05'37" West a distance of 3.68 feet to the Point of Beginning.

Said parcels contain a total area of approximately 48.23 acres.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone (NAD 83/94)

*Description Prepared By:*  
James W. McGuire, P.L.S. 6025  
Summit Engineering Corp.  
5405 Mae Anne Ave.  
Reno, NV 89523



6/18/2014

APN: 556-390-21 & 23

**WHEN RECORDED, MAIL TO:**



Woodland Village North, LLC  
Post Office Box 7548  
Reno NV 89510

**EIGHTEENTH SUPPLEMENTAL  
DECLARATION OF AMENDED AND RESTATED  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WOODLAND VILLAGE**

THIS EIGHTEENTH SUPPLEMENTAL DECLARATION ("Eighteenth Supplement") is made this 30<sup>th</sup> day of April, 2015 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **PLACER, LLC and WOODLAND VILLAGE NORTH, LLC, Nevada limited liability companies** ("Sub-Declarants"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarants desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarants, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarants, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Eighteenth Supplement now included in the term "Village" as defined and used in the Declaration, this Eighteenth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarants may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarants, and Declarant hereby assigns to Sub-Declarants, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarants the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarants the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental



Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Eighteenth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Eighteenth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

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

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: RJLISSNER  
R. J. LISSNER  
Its: President

**WOODLAND VILLAGE NORTH, LLC., a Nevada limited liability company**

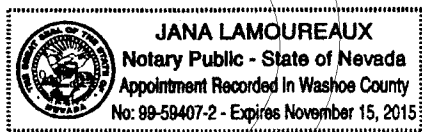
By: RJLISSNER  
Robert J. LISSNER  
Its: Manager

**PLACER, LLC., a Nevada limited liability company**

By: [Signature]  
PETER S. LISSNER  
Its: Manager

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on April 28, 2015, by R. J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



Jana Lamoureux  
Notary Public  
My Commission Expires: Nov. 15, 2015

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on April 28, 2015, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



Jana Lamoureux  
Notary Public  
Expires: NOV. 15, 2015

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on April 28, 2015, by PETER S. LISSNER, as Manager of PLACER, LLC, a Nevada limited liability company.



Jana Lamoureux  
Notary Public  
Expires: NOV. 15, 2015

C O R

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
PORTION OF PARCEL J-A, R.O.S. 5029  
APN 556-390-21**

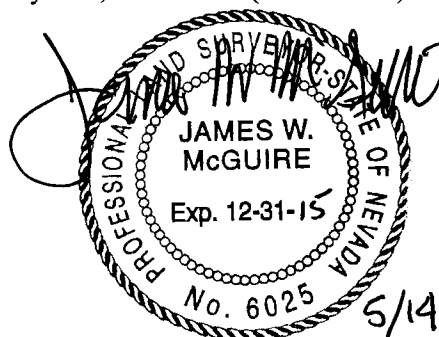
A parcel situate within the NW 1/4 of Section 15, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, being a portion of Parcel J-A as shown on the Record of Survey in support of a Boundary Line Adjustment between Woodland Village Phase 11, L.L.C., Woodland Village Phase 12, L.L.C. and Woodland Village North, L.L.C., & Placer, L.L.C., Record of Survey Map 5029, File Number 3629305, recorded March 11, 2008 in the Official Records of Washoe County, Nevada, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel J-A, being marked with a 5/8" rebar with cap stamped PLS 6995 per said Survey Map 5029;  
thence along the easterly line of said Parcel J-A South 00°00'15" East a distance of 803.09 feet to the southeast corner of said Parcel J-A;  
thence along the southerly line of said Parcel J-A South 89°59'45" West a distance of 136.17 feet;  
thence continuing along said line North 13°01'50" West a distance of 40.37 feet;  
thence from a tangent which bears South 76°58'10" West, along a circular curve to the right with a radius of 48.00 feet and a central angle of 32°35'54" an arc length of 27.31 feet;  
thence with a non-tangent line South 00°00'15" East a distance of 38.03 feet;  
thence South 86°44'15" West a distance of 110.10 feet to the southeast corner of Lot 1437 as shown on the Official Plat of Woodland Village Phase 16, Subdivision Tract Map 4881, File Number 3680303, recorded August 20, 2008 in the Official Records of Washoe County, Nevada;  
thence along the easterly line of said Woodland Village Phase 16 North 00°00'15" West a distance of 433.85 feet;  
thence North 09°41'30" West a distance of 319.88 feet to the southerly right-of-way line of Polar Bear Drive as shown on said Tract Map 4881;  
thence North 09°33'15" East a distance of 62.00 feet to the northerly line of said Parcel J-A;  
thence along said line from a tangent which bears South 80°26'45" East, along a circular curve to the left with a radius of 274.00 feet and a central angle of 09°33'30" an arc length of 45.71 feet;  
thence continuing along said line North 89°59'45" East a distance of 280.12 feet to the Point of Beginning.

Said parcel contains an area of approximately 5.43 acres.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone (NAD 83/94)

*Description Prepared By:  
James W. McGuire, P.L.S. 6025  
Summit Engineering Corp.  
5405 Mae Anne Ave.  
Reno, NV 89523*

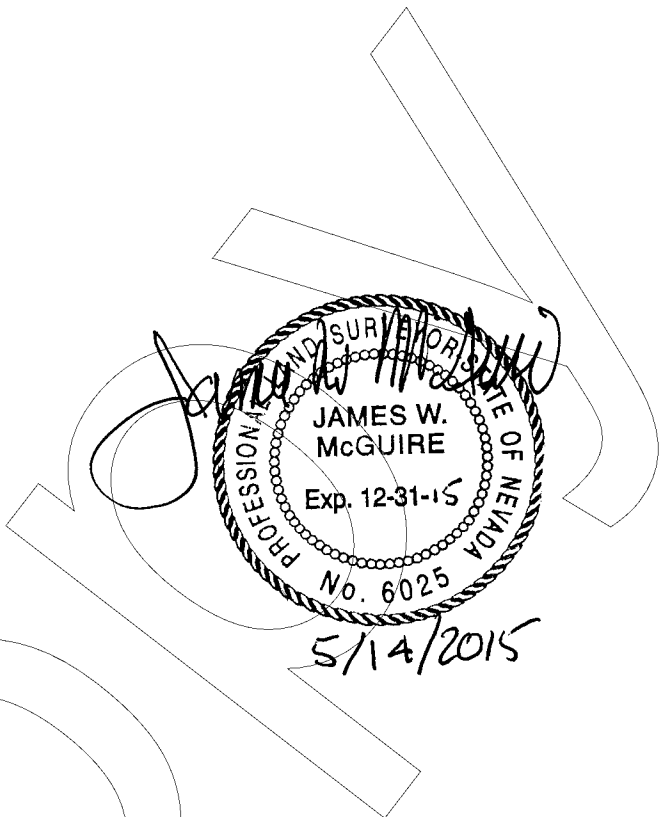


**LEGAL DESCRIPTION  
PARCEL E, SUB. 5087  
APN 556-390-23**

A parcel situate within the NW 1/4 of Section 15, Township 21 North, Range 18 East, MDM, Washoe County, Nevada being more particularly described as follows:

Parcel E as shown on the Official Plat of Woodland Village Phase 18, Subdivision Tract Map 5087, filed in the office of the County Recorder of Washoe County, Nevada on July 31, 2014 as File No. 4378677 of Official Records;

*Description Prepared By:  
James W. McGuire, P.L.S. 6025  
Summit Engineering Corp.  
5405 Mae Anne Ave.  
Reno, NV 89523*



APN: 556-490-03

The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law

**WHEN RECORDED, MAIL TO:**

Woodland Village North, LLC  
Post Office Box 7548  
Reno, NV 89510



**NINETEENTH SUPPLEMENTAL DECLARATION OF AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND VILLAGE**

THIS NINETEENTH SUPPLEMENTAL DECLARATION ("Nineteenth Supplement") is made this 29th day of December, 2015, by **WOODLAND VILLAGE NORTH, LLC**, a Nevada **limited liability company** ("Successor Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. **WOODLAND VILLAGE HOMES, INC., a Nevada corporation, f/k/a COLD SPRINGS 2000, INC.** ("Original Declarant"), caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Successor Declarant is the present holder of all of Original Declarant's "Special Declarant's Rights" as defined in the Declaration, with respect to the Annexed Property, defined below.

C. Pursuant to Article X of the Declaration, Successor Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

D. Successor Declarant desires to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

E. Accordingly, pursuant to the provisions of Article X of the Declaration, Successor Declarant desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Successor Declarant hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Nineteenth Supplement now included in the term "Village" as defined and used in the Declaration, this Nineteenth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

2. Grant of Easements. Successor Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Successor Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Successor Declarant may be undertaking or causing to be undertaken the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community.

4.2 Special Declarant's Rights. Successor Declarant hereby reserves the rights to:

4.2.1 Complete or cause to be completed all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain or allow to be maintained at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Successor Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Successor Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give Successor Declarant the right to damage any Unit or Improvement not owned by Successor Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Successor Declarant's Developmental Rights. Successor Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Successor Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Successor Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Successor Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.



4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in Paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Nineteenth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration, and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. Ratification. As supplemented and amended by this Nineteenth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are

hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

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

**WOODLAND VILLAGE NORTH, LLC,**  
a Nevada limited liability company

By: RJ Lissner  
**ROBERT J. LISSNER**  
Its: **Manager**

STATE OF NEVADA        )  
  )ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on March 28, <sup>2016</sup>2015, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.

Jana Lamoureux  
Notary Public  
My Commission Expires: Nov. 15, 2019



**EXHIBIT "A"****LEGAL DESCRIPTION  
WOODLAND VILLAGE PHASE 17**

A parcel of land being a portion of Parcel F-A of Record of Survey Map 4935, File Number 3549504, recorded June 29, 2007 in the Official Records of Washoe County, Nevada, situate within the SE 1/4 of Section 9, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, being more particularly described as follows:

Beginning at a point on the exterior boundary of said Parcel F-A from which the East Quarter Corner of said Section 9 bears North 51°03'02" East a distance of 2282.03 feet;  
 thence along said exterior boundary South 11°08'49" West a distance of 202.69 feet;  
 thence South 02°25'56" West a distance of 186.64 feet;  
 thence North 89°49'19" West a distance of 18.05 feet;  
 thence South 00°10'41" West a distance of 136.87 feet;  
 thence South 89°59'45" West a distance of 275.16 feet;  
 thence North 65°30'08" West a distance of 84.04 feet;  
 thence North 57°59'59" West a distance of 87.28 feet;  
 thence North 50°37'13" West a distance of 82.04 feet;  
 thence North 51°31'13" West a distance of 73.59 feet;  
 thence North 55°39'45" West a distance of 69.26 feet;  
 thence North 57°57'51" West a distance of 225.60 feet;  
 thence South 32°02'09" West a distance of 4.10 feet;  
 thence North 57°57'51" West a distance of 425.00 feet;  
 thence North 35°25'02" East a distance of 137.44 feet;  
 thence North 28°19'10" East a distance of 125.06 feet;  
 thence North 32°02'09" East a distance of 448.45 feet;  
 thence North 17°30'48" East a distance of 47.85 feet;  
 thence North 32°02'09" East a distance of 57.33 feet;  
 thence departing said exterior boundary South 57°57'51" East a distance of 436.49 feet;  
 thence from a tangent which bears North 29°21'54" East, along a circular curve to the left with a radius of 474.00 feet and a central angle of 27°19'29" an arc length of 226.05 feet;  
 thence with a non-tangent line South 87°57'35" East a distance of 52.00 feet;  
 thence from a tangent which bears South 02°02'25" West, along a circular curve to the right with a radius of 526.00 feet and a central angle of 05°46'28" an arc length of 53.01 feet;  
 thence with a non-tangent line South 82°11'07" East a distance of 133.84 feet;  
 thence North 84°31'19" East a distance of 97.00 feet;  
 thence North 69°57'53" East a distance of 78.70 feet;  
 thence North 35°12'12" East a distance of 82.80 feet;  
 thence North 52°16'45" East a distance of 68.81 feet;

thence North 75°57'08" East a distance of 62.95 feet;  
thence South 88°23'22" East a distance of 140.77 feet;  
thence North 74°40'20" East a distance of 79.16 feet to a point on said exterior boundary;  
thence along said exterior boundary South 03°40'45" West a distance of 113.66 feet;  
thence South 27°27'49" West a distance of 146.87 feet;  
thence South 30°35'26" West a distance of 267.37 feet;  
thence South 36°48'19" West a distance of 210.81 feet;  
thence South 07°06'51" West a distance of 182.08 feet to the Point of Beginning.

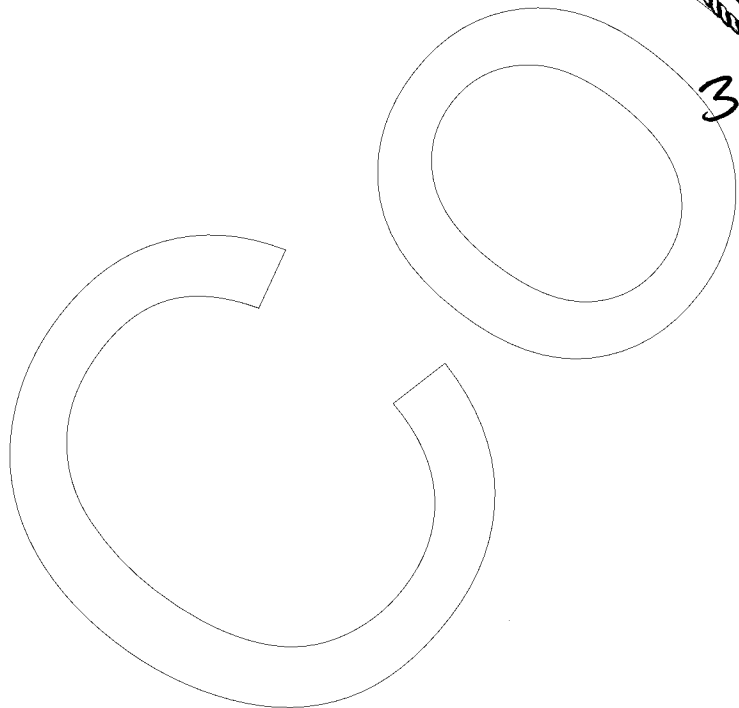
Said parcel contains an area of approximately 27.01 acres.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone (NAD 83/94)

*Description Prepared By:*  
*Ryan G. Cook, PLS 15224*  
*Summit Engineering Corp.*  
*5405 Mae Anne Avenue*  
*Reno, Nevada 89523*  
*(775) 747-8550*  
*ryan@summitnv.com*



3-28-2016



APN: 556-290-19 & 556-390-24  
**WHEN RECORDED, MAIL TO:**



Woodland Village North, LLC  
4790 Caughlin Parkway #519  
Reno NV 89519

**TWENTIETH SUPPLEMENTAL  
DECLARATION OF AMENDED AND RESTATED  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WOODLAND VILLAGE**

THIS TWENTIETH SUPPLEMENTAL DECLARATION ("Twentieth Supplement") is made this 14<sup>th</sup> day of November 2016 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE PHASE 20, LLC and WOODLAND VILLAGE NORTH, LLC, Nevada limited liability companies** ("Sub-Declarants"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarants desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarants, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarants, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Nineteenth Supplement now included in the term "Village" as defined and used in the Declaration, this Nineteenth Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarants may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarants, and Declarant hereby assigns to Sub-Declarants, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarants the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarants the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental

Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Nineteenth Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Nineteenth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.



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

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: RJ Lissner  
**ROBERT J. LISSNER**  
Its: President

**WOODLAND VILLAGE NORTH, LLC., a Nevada limited liability company**

By: RJ Lissner  
**ROBERT J. LISSNER**  
Its: Manager

**WOODLAND VILLAGE PHASE 20, LLC., a Nevada limited liability company**

By: [Signature]  
**PETER S. LISSNER**  
Its: Manager

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on Nov. 14, 2016, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



[Signature]  
Notary Public

My Commission Expires: Nov. 15, 2019

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on Nov. 14, 2016, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



Jana Lamoureux  
Notary Public

Expires: NOV. 15, 2019

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on Nov. 14, 2016, by PETER S. LISSNER, as Manager of WOODLAND VILLAGE PHASE 20, LLC, a Nevada limited liability company.



Jana Lamoureux  
Notary Public

Expires: NOV. 15, 2019

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
WOODLAND VILLAGE PHASE 20  
(LOTS 1664-1733, RIGHT-OF-WAY, COMMON  
AREA PARCEL A & COMMON AREA PARCEL B)**

A parcel of land being a portion of Parcel B1-AE of Record of Survey Map 5325, File Number 3995887, recorded April 22, 2011 in the Official Records of Washoe County, Nevada, and all of Parcel D of Subdivision Tract Map 5087, File Number 4378677, recorded May 15, 2015 of said Official Records, situate within the SE 1/4 of Section 9, Township 21 North, Range 18 East, MDM, Washoe County, Nevada, being more particularly described as follows:

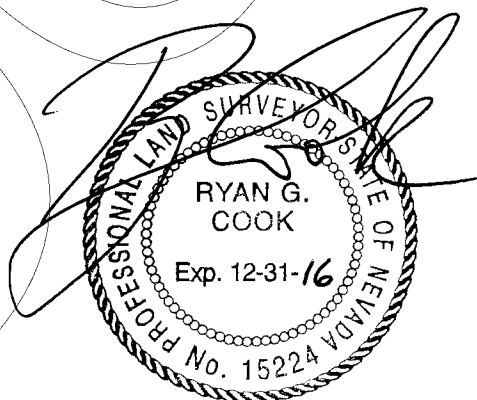
Beginning at a point on the South boundary of said Parcel D from which the Southeast corner of said Section 9 bears South 27°00'46" East a distance of 1254.70 feet;  
 thence along said South boundary South 89°59'45" West a distance of 332.40 feet;  
 thence North 85°00'14" West a distance of 148.47 feet;  
 thence North 82°22'16" West a distance of 69.67 feet;  
 thence North 75°50'19" West a distance of 75.57 feet;  
 thence North 70°05'32" West a distance of 28.55 feet;  
 thence North 74°41'44" West a distance of 50.09 feet;  
 thence North 75°59'32" West a distance of 87.40 feet;  
 thence South 89°59'45" West a distance of 304.54 feet;  
 thence North 86°10'11" West a distance of 61.61 feet to the Southwest corner of said Parcel D;  
 thence along the West boundary of said Parcel D North 07°06'51" East a distance of 182.08 feet to a point on the boundary of said Parcel B1-AE;  
 thence along said boundary North 36°48'19" East a distance of 210.81 feet;  
 thence North 30°35'26" East a distance of 267.37 feet;  
 thence North 27°27'49" East a distance of 146.87 feet;  
 thence North 03°40'45" East a distance of 94.59 feet;  
 thence departing said boundary South 73°37'53" East a distance of 159.47 feet;  
 thence South 68°57'49" East a distance of 65.49 feet;  
 thence South 81°59'04" East a distance of 220.61 feet;  
 thence North 89°59'45" East a distance of 384.58 feet;  
 thence from a tangent which bears North 01°48'01" West, along a circular curve to the left with a radius of 974.00 feet and a central angle of 00°27'05" an arc length of 7.68 feet;  
 thence with a non-tangent line North 87°44'54" East a distance of 52.00 feet;  
 thence North 87°44'54" East a distance of 184.81 feet to a point on the East boundary of said Parcel B1-AE;  
 thence along said East boundary South 01°04'12" East a distance of 662.37 feet to an angle point on the East boundary of said Parcel D;

thence along said East boundary South  $01^{\circ}36'23''$  East a distance of 1100.81 feet to a point on the Northerly right-of-way of Polar Bear Drive;  
thence along said Northerly right-of-way North  $45^{\circ}00'15''$  West a distance of 29.94 feet;  
thence along a tangent circular curve to the right with a radius of 224.00 feet and a central angle of  $15^{\circ}12'25''$  an arc length of 59.45 feet;  
thence North  $29^{\circ}47'51''$  West a distance of 134.63 feet;  
thence along a tangent circular curve to the left with a radius of 276.00 feet and a central angle of  $41^{\circ}15'18''$  an arc length of 198.73 feet;  
thence along a tangent circular curve to the right with a radius of 24.00 feet and a central angle of  $71^{\circ}29'38''$  an arc length of 29.95 feet to a point on the Easterly right-of-way of Village Parkway;  
thence along said Easterly right-of-way North  $00^{\circ}26'29''$  East a distance of 146.08 feet;  
thence along a tangent circular curve to the right with a radius of 374.00 feet and a central angle of  $03^{\circ}48'27''$  an arc length of 24.85 feet;  
thence North  $04^{\circ}14'56''$  East a distance of 436.49 feet;  
thence along a tangent circular curve to the left with a radius of 2026.00 feet and a central angle of  $00^{\circ}17'00''$  an arc length of 10.02 feet;  
thence departing said Easterly right-of-way with a non-tangent line North  $86^{\circ}02'04''$  West a distance of 52.00 feet to the Point of Beginning.

Said parcel contains an area of approximately 27.471 acres.

Basis of Bearings: Nevada State Plane Coordinate System, West Zone (NAD 83/94)

*Description Prepared By:*  
*Ryan G. Cook, PLS 15224*  
*Summit Engineering Corp.*  
*5405 Mae Anne Avenue*  
*Reno, Nevada 89523*  
*(775) 747-8550*  
*ryan@summitnv.com*



11-14-2016

APN: 556-290-22 & 23, & 556-490-10  
WHEN RECORDED, MAIL TO:



Woodland Village North, LLC  
4790 Caughlin Parkway #519  
Reno NV 89519

**TWENTY-FIRST SUPPLEMENTAL  
DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS TWENTY-FIRST SUPPLEMENTAL DECLARATION ("Twenty-First Supplement") is made this 1st day of November 2017 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE PHASE 21, LLC and WOODLAND VILLAGE NORTH, LLC, Nevada limited liability companies** ("Sub-Declarants"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarants desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarants, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarants, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Twenty-First Supplement now included in the term "Village" as defined and used in the Declaration, this Twenty-First Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarants may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarants, and Declarant hereby assigns to Sub-Declarants, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarants the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarants the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental

Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Twenty-First Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and


5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Twenty-First Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.




IN WITNESS WHEREOF, Declarant has executed this Twenty-First Supplement on the day and year first above written.


**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By:   
**ROBERT J. LISSNER**  
Its: **President**

**WOODLAND VILLAGE NORTH, LLC., a Nevada limited liability company**

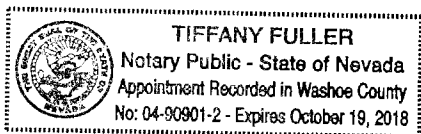
By:   
**ROBERT J. LISSNER**  
Its: **Manager**


**WOODLAND VILLAGE PHASE 21, LLC., a Nevada limited liability company**

By:   
**PETER S. LISSNER**  
Its: **Manager**

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on April 20, 2017, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.



  
Notary Public  
My Commission Expires: 10-19-18

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on October 20, 2017, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.

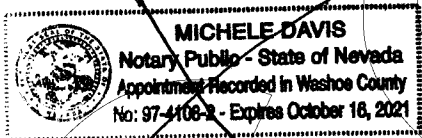


[Signature]  
Notary Public

Expires: 10-19-18

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on Oct. 25, 2017, by PETER S. LISSNER, as Manager of WOODLAND VILLAGE PHASE 21, LLC, a Nevada limited liability company.



[Signature]  
Notary Public

Expires: 10/16/21



DOC #4870632

12/03/2018 03:17:33 PM  
Electronic Recording Requested By  
ETRCO

Washoe County Recorder  
Lawrence R. Burtness  
Fee: \$41.00 RPTT: \$0  
Page 1 of 8

APN: 556-641-01 through 46  
556-651-01 through 08  
556-652-01 through 17  
556-653-01 through 09  
556-654-01 through 09

APN 556-290-22, 556-290-23, & 556-490-10  
(old APN's)

When Recorded, Mail To:

Woodland Village North, LLC

4790 Caughlin Parkway #519

Reno, NV 89519

**CORRECTION OF**  
**TWENTY-FIRST SUPPLEMENTAL**  
**DECLARATION OF AMENDED AND**  
**RESTATED COVENANTS, CONDITIONS**  
**AND RESTRICTIONS FOR**  
**WOODLAND VILLAGE**

The purpose of this CORRECTION is to re-record said Twenty-First Supplemental Declaration of Amended and Stated CC&Rs to include Exhibit "A" which was unintentionally omitted from Document Number 4826744, recorded June 27, 2018, Official Records of Washoe County, Nevada.

APN: \_\_\_\_\_  
**WHEN RECORDED, MAIL TO:**

Woodland Village North, LLC  
4790 Caughlin Parkway #519  
Reno NV 89519

**REVISED TWENTY-FIRST SUPPLEMENTAL  
DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS TWENTY-FIRST SUPPLEMENTAL DECLARATION ("Twenty-First Supplement") is made this 28<sup>TH</sup> day of June, 2018 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE NORTH, LLC, Nevada limited liability companies** ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarants desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarants, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarants, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Twenty-First Supplement now included in the term "Village" as defined and used in the Declaration, this Twenty-First Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarants may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarants, and Declarant hereby assigns to Sub-Declarants, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarants the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarants the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental

Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Twenty-First Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Twenty-First Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

IN WITNESS WHEREOF, Declarant has executed this Twenty-First Supplement on the day and year first above written.

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: **President**

**WOODLAND VILLAGE NORTH, LLC., a Nevada limited liability company**

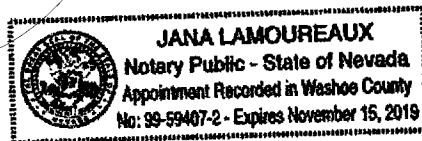
By: *RJ LISSNER*  
**ROBERT J. LISSNER**  
Its: **Manager**

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on October 15, 2018, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.

*Jana Lamoureux*  
Notary Public


My Commission Expires: Nov. 15, 2019



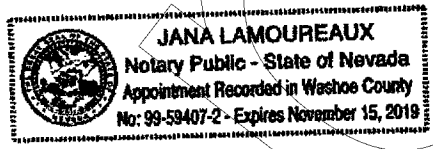


STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on October 15, 2018, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.

  
Notary Public

Expires: Nov. 15, 2019



C O R

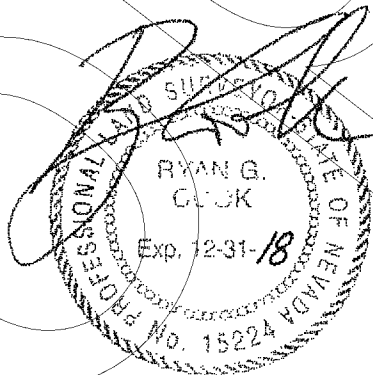
**EXHIBIT "A"**

**LEGAL DESCRIPTION  
WOODLAND VILLAGE PHASE 21**

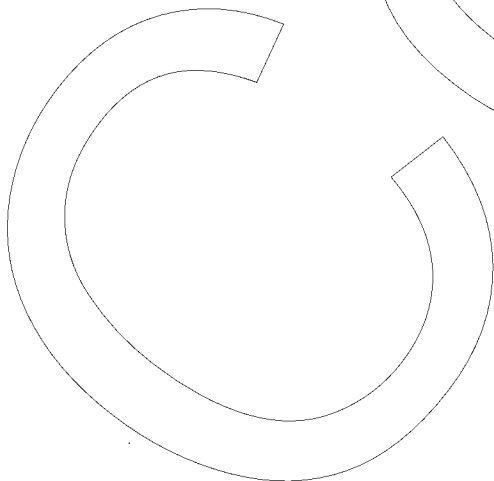
Parcels of land situate within Section 9, Township 21 North, Range 18 East, MDM, Washoe County, Nevada and being all that land contained within the exterior boundary of Woodland Village Phase 21 as shown on the Official Plat thereof, Subdivision Tract Map 5273, File Number 4826743, recorded on June 27, 2018 in the Official Records of Washoe County, Nevada.

EXCEPTING THEREFROM, Parcel C2 and Parcel H2 as shown on said Official Plat.

*Description Prepared By:  
Ryan G. Cook, PLS 15224  
Summit Engineering Corp.  
5405 Mae Anne Avenue  
Reno, Nevada 89523  
(775) 747-8550*



*6-27-2018*



APN: 556-290-27, 28 & 556-641-46

**WHEN RECORDED, MAIL TO:**

Woodland Village North, LLC  
4790 Caughlin Parkway #519  
Reno NV 89519



**REVISED TWENTY-SECOND SUPPLEMENTAL  
DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS TWENTY-SECOND SUPPLEMENTAL DECLARATION ("Twenty-Second Supplement") is made this 22th day of July 2019 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE NORTH, LLC, Nevada limited liability companies** ("Sub-Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Twenty-First Supplement now included in the term "Village" as defined and used in the Declaration, this Twenty-First Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental

Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Twenty-First Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Twenty-First Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

IN WITNESS WHEREOF, Declarant has executed this Twenty-First Supplement on the day and year first above written.

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: President

**WOODLAND VILLAGE NORTH, LLC., a Nevada limited liability company**

By: *RJ Lissner*  
**ROBERT J. LISSNER**  
Its: Manager  
~~rock,~~

STATE OF NEVADA    )  
                                  )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on July 22, 2019, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.




*[Signature]*  
Notary Public  
My Commission Expires: *10/16/21*

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on July 22, 2019, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



  
\_\_\_\_\_  
Notary Public

Expires: 10/16/21

COPY



EXHIBIT "A"

LOTS 1819 THRU 1877, COMMON  
AREA PARCEL B, COMMON AREA  
PARCEL C, COMMON AREA PARCEL D,  
AND COMMON AREA PARCEL E OF  
WOODLAND VILLAGE PHASE 22,  
ACCORDING TO THE MAP THERE OF,  
FILED IN THE OFFICE OF THE  
COUNTY RECORDER OF WASHOE COUNTY,  
STATE OF NEVADA, ON JULY 31,  
2019, AS SUBDIVISION TRACT MAP  
No. 5335, FILE No. 4935537,  
OFFICIAL RECORDS, WASHOE  
COUNTY, NEVADA.

APN: 556-290-27 & 556-290-28  
WHEN RECORDED, MAIL TO:



Woodland Village North, LLC  
4790 Caughlin Parkway #519  
Reno NV 89519

**REVISED TWENTY-THIRD SUPPLEMENTAL  
DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

THIS TWENTY-THIRD SUPPLEMENTAL DECLARATION ("Twenty-Third Supplement") is made this 16th day of June 2020 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC., a Nevada corporation** (the "Declarant"), and **WOODLAND VILLAGE NORTH, LLC, Nevada limited liability companies** ("SubDeclarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant and Sub-Declarant desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarant, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarant, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Twenty-First Supplement now included in the term "Village" as defined and used in the Declaration, this Twenty-First Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarant, and Declarant hereby assigns to Sub-Declarant, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarant the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarant, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any

manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Twenty-First Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Twenty-First Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

IN WITNESS WHEREOF, Declarant has executed this Twenty-Third Supplement on the day and year first above written.

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

By: RJLISSNER  
**ROBERT J. LISSNER**  
Its: President

**WOODLAND VILLAGE NORTH, LLC., a Nevada limited liability company**

By: RJLISSNER  
**ROBERT J. LISSNER**  
Its: Manager  
rock,

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on June 16, 2020, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.

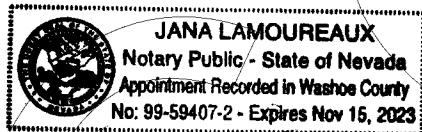


Jana Lamoureux  
Notary Public

My Commission Expires: NOV. 15, 2023

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on June 16, 2020, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



Jana Lamoureux  
Notary Public

Expires: NOV. 15, 2023

# EXHIBIT "A"

LOTS 1878 THRU 1981, COMMON  
AREA PARCEL B, COMMON AREA  
PARCEL C, & COMMON AREA D OF  
WOODLAND VILLAGE PHASE 23,  
ACCORDING TO THE MAP THEREOF,  
FILED IN THE OFFICE OF THE  
COUNTY RECORDER OF WASHOE  
COUNTY, STATE OF NEVADA, ON  
JUNE 29, 2020, AS SUBDIVISION  
TRACT MAP No. 5379, File  
No. 5045584, OFFICIAL RECORDS,  
WASHOE COUNTY, NEVADA.



**DOC #5258619**

12/14/2021 04:08:31 PM  
Electronic Recording Requested By  
STEWART TITLE COMPANY - NV  
Washoe County Recorder  
Kalie M. Work  
Fee: \$43.00 RPTT: \$0  
Page 1 of 7

APN: 556-290-35  
**WHEN RECORDED, MAIL TO:**

Woodland Village North, LLC  
4790 Caughlin Parkway #519  
Reno NV 89519

**REVISED TWENTY-FOURTH  
SUPPLEMENTAL  
DECLARATION OF AMENDED AND  
RESTATED COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WOODLAND VILLAGE**

**This document is being  
recorded as an  
accommodation only.**

THIS TWENTY-FOURTH SUPPLEMENTAL DECLARATION ("Twenty-Fourth Supplement") is made this 10th day of December 2021 by **WOODLAND VILLAGE HOMES, INC., formerly known as COLD SPRINGS 2000, INC.,** a Nevada corporation (the "Declarant"), and **WOODLAND VILLAGE NORTH, LLC and WOODLAND VILLAGE PHASE 22, LLC,** Nevada limited liability companies ("SubDeclarants"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

**RECITALS:**

- A. Declarant caused that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village to be recorded on May 4, 2000, as Document No. 2444548, Official Records, Washoe County, Nevada (the "Declaration").
- B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Village, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land described in Exhibit "B" to the original Declaration (the "Annexable Property").
- C. Declarant and Sub-Declarants desire to submit and make subject that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property"), to the terms and provisions of the Declaration.

D. Accordingly, pursuant to the provisions of Article X of the Declaration, Declarant, with the consent of Sub-Declarants, desires to supplement the Declaration to expand the Village by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant, with the consent of Sub-Declarants, hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Village, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Twenty-First Supplement now included in the term "Village" as defined and used in the Declaration, this Twenty-First Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Lots in the Village a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Village and for ingress, egress, and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and Sub-Declarants may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or other disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and Sub-Declarants, and Declarant hereby assigns to Sub-Declarants, to be enjoyed and exercised jointly with Declarant, the rights and covenants contained in this Paragraph 4.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself and Sub-Declarants the rights to:

4.2.1 Complete all Improvements within the Annexed Property, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village, which signs may be maintained anywhere on the Village, excluding Lots owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property; and

4.2.5 As to Declarant only, appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant or Sub-Declarants the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Village and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself the right to cause to be annexed to the Declaration as a part of the Village from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Map shall have been recorded for the real property to be so annexed, and to create within the Village additional Lots and Common Area for a maximum total of three thousand (3,000) Lots. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a parcel of such real property is annexed to the Village, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant and any further sub-declarants, describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may

set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Lots in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

4.4.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Twenty-First Supplement the following are effected:

5.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

5.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of Section 4.3.3 of the Declaration. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Twenty-Fourth Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Village as expanded.

IN WITNESS WHEREOF, Declarant has executed this Twenty-Fourth Supplement on the day and year first above written.

**WOODLAND VILLAGE HOMES, INC., a Nevada corporation**

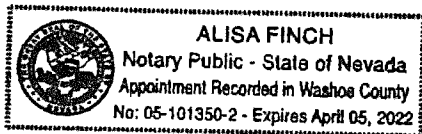
By: RJLISSNER  
**ROBERT J. LISSNER**  
Its: President

**WOODLAND VILLAGE NORTH, LLC., a Nevada limited liability company**

By: RJLISSNER  
**ROBERT J. LISSNER**  
Its: Manager

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on 12/10/2021, 2021, by ROBERT J. LISSNER, as President of WOODLAND VILLAGE HOMES, INC., a Nevada corporation.

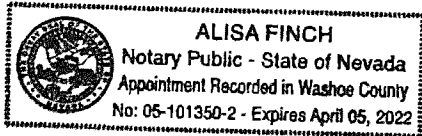


[Signature]  
Notary Public

My Commission Expires: 4/5/2022

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on 12/10/2021, 2021, by ROBERT J. LISSNER, as Manager of WOODLAND VILLAGE NORTH, LLC, a Nevada limited liability company.



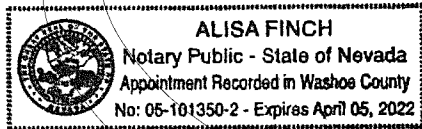
[Signature]  
Notary Public  
Expires: 4/5/2022

**WOODLAND VILLAGE PHASE 22, LLC., a Nevada limited liability company**

By: [Signature]  
**PETER S. LISSNER**  
Its: Manager

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on 12/10/2021, 2021, by PETER S. LISSNER, as Manager of WOODLAND VILLAGE PHASE 22, LLC, a Nevada limited liability company.



[Signature]  
Notary Public  
My Commission Expires: 4/5/2022

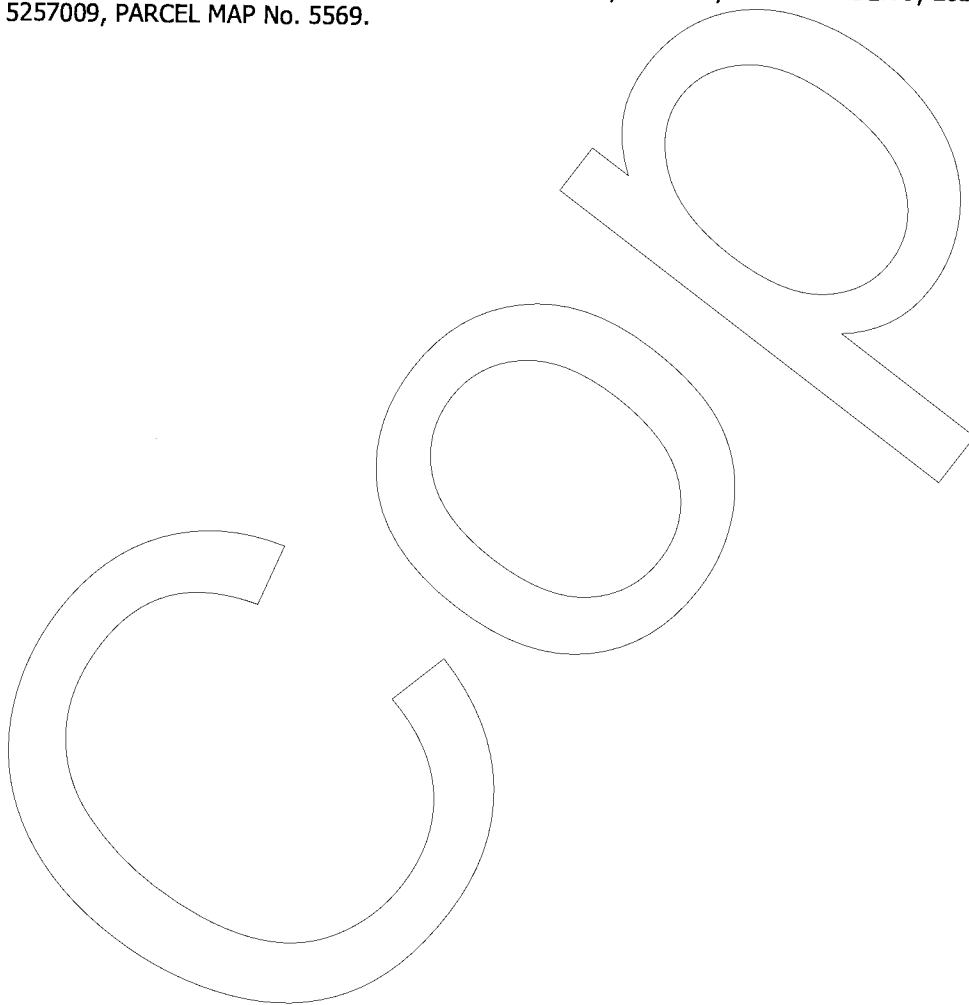
# Exhibit A

LOT 1 AND LOT 2 OF THE 1ST PARCEL MAP FOR WOODLAND VILLAGE PHASE 22, LLC, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, NEVADA, ON DECEMBER 9, 2021, AS FILE No. 5257006, PARCEL MAP No. 5566.

LOT 3, LOT 4, AND LOT 5 OF THE 2ND PARCEL MAP FOR WOODLAND VILLAGE PHASE 22, LLC, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, NEVADA, ON DECEMBER 9, 2021, AS FILE No. 5257007, PARCEL MAP No. 5567.

LOT 6, LOT 7, AND LOT 8 OF THE 3RD PARCEL MAP FOR WOODLAND VILLAGE PHASE 22, LLC, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, NEVADA, ON DECEMBER 9, 2021, AS FILE No. 5257008, PARCEL MAP No. 5568.

LOT 9 AND LOT 10 OF THE 4TH PARCEL MAP FOR WOODLAND VILLAGE PHASE 22, LLC, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, NEVADA, ON DECEMBER 9, 2021, AS FILE No. 5257009, PARCEL MAP No. 5569.



APNs: 566-191-01 through 45

**DOC #5456385**

05/17/2024 11:19:01 AM  
Electronic Recording Requested By  
LEACH KERN GRUCHOW SONG  
Washoe County Recorder  
Kalie M. Work  
Fee: \$43.00 RPTT: \$0  
Page 1 of 27

**RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:**

Juniper Village, LLC  
4790 Caughlin Pkwy, 439  
Reno, NV 89519

The undersigned, hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.038)

**TWENTY-FIFTH SUPPLEMENTAL DECLARATION OF ANNEXATION TO THE AMENDED  
AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR WOODLAND VILLAGE**

This Twenty-fifth Supplemental Declaration of Annexation to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Woodland Village is made this 17<sup>th</sup> day of May 2024 by Juniper Village, LLC (“JVLLC”), a Nevada limited liability company for the purpose of submitting certain real property to use and ownership in accordance with the provisions of Nevada Revised Statutes (“NRS”) 116.

**RECITALS**

- A. Unless otherwise defined herein, capitalized terms shall have the same meaning as in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Village, recorded in the Office of the Washoe County Recorder on May 4, 2000 as Document No. 2444548 (“Declaration”).
- B. Woodland Village North, LLC, Declarant for Woodland Village, conveyed certain real property annexed and subject to the Declaration to JVLLC by Grant, Bargain, Sale Deed recorded in the Office of the Washoe County Recorder on May 17, 2024 as Document No. 5456358 and assigned its Declarant Rights in that certain real property to JVLLC by that Assignment of Declarant Rights recorded in the Office of the Washoe County Recorder on May 17, 2024 as Document No. 5456370 making JVLLC a “Successor Declarant” pursuant to NRS 116.3104.



C. Among the Declarant Rights assigned to JVLLC is the developmental right to add real estate to the common interest community and to create Lots, Common Elements or Limited Common Elements.

C. NRS 116.2122 provides that in a planned community if the right is originally reserved in the Declaration, the Declarant, in addition to any other developmental right, may amend the Declaration at any time during as many years as are specified in the Declaration for adding additional real estate to the planned community without describing the location of that real estate in the original Declaration; but the amount of real estate added to the planned community pursuant to this section may not exceed 10 percent of the real estate described in paragraph (c) of subsection 1 of NRS 116.2105 and the Declarant may not in any event increase the number of units in the planned community beyond the number stated in the Declaration pursuant to paragraph (d) of that subsection.

D. Woodland Village ("Village") is a common interest community as defined in NRS 116.021 and pursuant to Article X, Section 10.1 of the Declaration, the Village is a planned community as defined in NRS 116.075.

E. Pursuant to Article X, Section 10.3.1 of the Declaration, the Declarant reserved the right to add unspecified real property to the Village in the manner provided by NRS 116.2122.

F. JVLLC as Successor Declarant desires to add unspecified real estate consisting of forty-two (42) Lots and four (4) Common Area parcels totaling 14.04+/- acres to Woodland Village as more fully described in **Exhibit A**.

G. The addition of 14.04 +/- acres does not exceed ten percent (10%) of the real estate included in the common interest community.

H. The addition of forty-two (42) Lots or units does not cause Village to exceed the maximum number of Lots the Declarant reserved the right to create which, pursuant to Article X, Section 10.3.1 of the Declaration, is three thousand (3000) Lots.

NOW, THEREFORE, pursuant to and in compliance with Article X of the Declaration, Declarant hereby causes the real property described in **Exhibit A** attached hereto ("Annexed Property") to be annexed to the Declaration.

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to and made part of the Village and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Supplemental Declaration now included in the term "Village" as defined and used in the Declaration, this Supplemental Declaration and all future Supplemental Declarations and amendments to the Declaration).

2. Grant of Easements. Declarant hereby grants to the Owners of the Lots in the Village a non-exclusive easement of use and enjoyment in, to and throughout the Common Area

located in the Annexed Property and for ingress, egress and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Lot in the Village, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the owners of Lots in subsequent phases which may be annexed to the Village, a non-exclusive easement of use and enjoyment in, to and throughout the Common Area in the Village for ingress, egress and support over and through the Common Area of the Village.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant may be undertaking the work of constructing Improvements to and upon the Village. The completion of such construction and the sale or disposition of Lots within the Village is essential to the establishment and welfare of the Village as a planned community. The covenants contained in this Paragraph 4 are personal to the Declarant.

4.2 Special Declarant's Rights. Declarant hereby reserves to itself the rights to:

4.2.1 Complete all Improvements in the Annexed Property including, but not limited to, those indicated on Plats or Plans described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Village, which may be relocated from time to time;

4.2.3 Maintain signs advertising the Village which may be maintained anywhere on the Village excluding Lots owned by Owners other than Declarant; and

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Annexed Property.

4.2.5 Nothing in this Paragraph 4 shall give the Declarant the right to damage any Lot or Improvement not owned by Declarant or interfere unreasonably with the Owner's use of the Common Areas.

5. Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Washoe County, Nevada a Supplemental Declaration executed by Declarant describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property provided that such additional restrictions shall not be in any manner inconsistent with the

provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

6. Additional Restrictions Applicable to Annexed Property. The provisions of this Section are required by the Conditions of Approval for WTM21-009. All phases and Lot of the subdivision approved under the tentative map shall be subject to the Declaration. Washoe County is hereby made a third-party beneficiary to this Declaration for the purpose of enforcing compliance with those provisions to maintain the Common Elements as described herein. In the event that the Association fails to honor its obligations under or enforce such provisions, the County shall be entitled to commence an action against the Association or against one or more Owners to enforce such provisions and to levy a special assessment secured by a lien. Notwithstanding the foregoing, the County shall be entitled to commence such action only after (a) the County has given reasonable notice to the Association, which shall be no less than sixty (60) days or if no Association is in existence, by publication of such notice in a newspaper of general circulation in the County, and (b) the Association or the Owners shall have failed to cure the alleged violation within a reasonable time thereafter to the reasonable satisfaction of the County. After giving such notice, the County shall have the right to enter the Property to effect the necessary maintenance and repair of the Common Elements and to recover the costs thereof from the Association and the Owners as provided above. Nothing herein shall be construed to impose any duties on the County. Nothing herein shall be construed to override or supersede applicable law. The Association, and each Owner as a Member of the Association, is responsible for funding the maintenance, replacement and perpetuation of and carrying out the maintenance, replacement and perpetuation of the following within the Property:

6.1 Public access easements, Common Elements, and common open spaces addressing vegetation management; watershed management; debris and litter removal; and fire access and suppression as provided in **Exhibits B and C**;

6.2 Public access and/or maintenance of limitations to public access as appropriate;

6.3 Neighborhood park, path and all playground/recreational equipment;

6.4 Drainage facilities and roadways not maintained by Washoe County;

6.5 All open space identified as common area on the Final Map shall be privately maintained and perpetually funded by the Association.

6.6 The Annexed Property, if adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.

6.7 Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.

6.8 All outdoor lighting on buildings and streets within the subdivision shall be downshielded.

6.9 Washoe County will not assume responsibility for maintenance of the private street system of the development nor will Washoe County accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.

6.10 Amendments to the Supplemental Declaration are limited to the extent that they shall not violate the original Conditions of Approval stipulated by the Washoe County Planning Commission when approving WTM21-009. Amendments adopted in violation of those conditions are invalid.

7. Effect of Annexation. Upon recordation of the Supplemental Declaration described above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all provisions of the Declaration.

8. Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraphs 5 and 7, after the required annexation procedures are fulfilled, the following shall have been effected:

8.1 All Owners in the Village shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

8.2 Owners of Lots in the Annexed Property shall become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village;

8.3 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of the Declaration. Votes shall not be cast separately by phase; and

8.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Lot prior to such reassessment.

9. Further Effect of Annexation. Pursuant to this Supplemental Declaration, the following are effected:

9.1 Owners of Lots in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Village.

9.2 All Owners of Lots in the Annexed Property shall have the same membership and voting rights as other Owners in accordance with the terms and provisions of the Declaration. Votes shall not be cast separately by phase; and

9.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Village on the same basis as the other property in the Village; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Lot prior to such reassessment.

9.4 As supplemented and amended by this Supplemental Declaration, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, and shall remain in full force and effect, and shall apply to the Village as expanded.

IN WITNESS WHEREOF, the Declarant has executed this Twenty-Fifth Supplemental Declaration on the day and year first written above.

**Juniper Village, LLC**, a Nevada limited liability company

***Approved as to form and content***  
**Woodland Village**, a Nevada nonprofit corporation

By: \_\_\_\_\_  
Peter Lissner  
Its: Manager

By: \_\_\_\_\_  
Robert Corrado  
Its President

**Signatures and Notary Acknowledgments on Following Pages**

IN WITNESS WHEREOF, the Declarant has executed this 25th Supplemental Declaration on the day and year first written above.

**Juniper Village, LLC**, a Nevada limited liability company

**Approved as to form and content**  
**Woodland Village**, a Nevada nonprofit corporation

By: 


By: \_\_\_\_\_

Peter Lissner  
Its: Manager

Robert Corrado  
Its President

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF WASHOE            )

✓ This instrument was acknowledged before me on May 5, 2024, by Peter Lissner, as Manager of Juniper Village, LLC, a Nevada limited liability company.



NOTARY PUBLIC

My Commission Expires: Nov. 15, 2027





**EXHIBIT A**

**COLD SPRINGS DRIVE HOMES SUBDIVISION (aka JUNIPER VILLAGE)**

Parcels of land situate within the NE 1/4 of Section 20, Township 21 North, Range 18 East, MDM, Washoe County, Nevada and being all that land contained within the exterior boundary of Cold Springs Drive Homes Subdivision as shown on the Official Plat thereof, Subdivision Tract Map T5535, File Number 5389097 recorded on June 29, 2023 in the Official Records of Washoe County, Nevada.



## EXHIBIT B

### LANDSCAPE MANUAL

This landscape guide is intended to assist homeowners in creating imaginative, efficient, front yard landscapes, in compliance with Article 208 of the Washoe County Development Code.

The front yards of all residential lots within Juniper Village shall be landscaped by the homeowner or a qualified, licensed landscape contractor hired by the homeowner. In purchasing a home in Juniper Village the homeowner agrees to completion of landscaping (except behind the fence) within one year of close of escrow.

#### II. WOODLAND VILLAGE.

Woodland Village (“Association”), as specified in the CC&Rs, will enforce provisions that visible areas of a homeowner's lot are landscaped and kept in a neat and attractive manner as described in this guidebook. The Association's duties will include, but not be limited to, the following:

- Assure that front yards, side yards and RV parking areas are landscaped within the time period specified above, following individual plans approved in advance by the Association's Design Committee. In very rare cases, we may grant an extension of the completion date.
- Assure that front yard landscaping is pleasing in appearance and reflects pride of ownership. The Association is expected to demand that landscaping contrary to the percentages described in this guidebook be corrected.
- Assure that once the landscaping is done it is properly maintained, including being kept free of weeds. Assure that the side yard on corner lots is landscaped and maintained. If a homeowner fails to landscape their property, or to maintain the landscaping, the Association will use every available legal means to encourage them to do so. Enforcement could include, but not be limited to, letters, phone calls, fines, liens, arbitration, or legal proceedings that could result in very substantial costs.

#### III. PERMIT REQUIREMENTS

Before installing any irrigation system, each homeowner shall obtain an irrigation permit from Washoe County for the backflow prevention device.

Pre-approval of landscape designs by the Association's Design Committee is required, to ensure that the design complies with this manual. In the event that completed landscaping does not comply with this manual, the homeowner may be required to pay a fine and/or remove and replace the landscaping.

Many activities a homeowner may wish to undertake on their lot also require the approval of the Association's Design Review Committee.

#### **IV. STREET TREES**

Juniper Village is designed to reflect the elements of a traditional neighborhood with sidewalks and tree lined streets.

The Association is responsible for pruning and fertilizing yearly street trees installed by Lifestyle Homes. It is the homeowner's responsibility to water the tree and remove any fallen leaves.

Trees will be pruned by the Association to maintain a minimum clearance of 13.5 feet over roadways as required by Washoe County.

#### **V. DESIGN**

##### Demonstration Gardens

Demonstration gardens are helpful in obtaining gardening ideas and selecting plants. There is an Arboretum at Rancho San Rafael Park in Reno, and a demonstration garden at Nevada Energy on Neil Road in Reno.

##### Landscape Requirements

All front yard landscaping within Juniper Village is to emphasize climatic adaptive landscaping as required under Article 208 of the Washoe County Development Code for the North Valleys Area. This means that all plant material installed shall be adapted to the unique climatic conditions found within the Great Basin (i.e., drought tolerant, resistant to wind damage, etc.) and that installation and maintenance practices shall be conducive to achieving that goal (front yard landscaping includes the area from back of curb to home and fence line, excluding driveway and RV access). The following landscape requirements shall be met for all front yard landscaping installed within Juniper Village:

- Practical turf areas - install turf in areas where it will be utilized for such things as child's play. In other areas consider using a lawn substitute (see plant list) or rock mulch. Lawn areas shall be a minimum width of 5'. No more than 50% turf is allowed on the porch side of the front yard and none on the garage side yard.
- Utilize water-conserving plant material (see plant list).
- Group plants of similar water requirements.
- We recommend that all shrubs should be drip irrigated.

- We recommend that all irrigation systems should have an automatic controller mounted on the interior wall of the garage. Lifestyle Homes provides an extra electrical outlet in the garage for that purpose.
- Only low angle heads shall be used on spray irrigated turf
- Mulch all ground where plants are growing (no bare dirt).
- Control water robbing weeds around landscape plants. Weed barrier fabric shall be installed in all planting beds and rock beds prior to mulch placement.
- Incorporate soil amendments prior to planting.
- Landscaping shall be installed so as not to interfere with lot drainage. Drainage problems due to altered grading may void home warranties, may cause water to collect under a home, and delay reimbursements for materials. Lifestyle Homes is happy to answer any questions regarding landscaping and grading.

#### Coverage Requirements

- A variety of ground plane treatments such as 4" minus river rock, 1/2" crushed rock, bark mulch, live groundcover, and turf provides visual interest, whereas a sea of one ground plane type, such as gravel, etc., is monotonous and uninteresting. The following coverage requirements are intended to assure consistent, high quality landscape design throughout Juniper Village.
- Front yard landscapes shall achieve 100% coverage (i.e., no bare dirt shall remain).
- Planting beds shall be planted such that live vegetation achieves 90% coverage within three (3) years. All planting beds shall receive 2" depth mulch (bark or rock) over an approved weed barrier fabric (black plastic is not allowed).
- Impervious material such as concrete or brick shall not exceed 20% of the front yard landscape area (front yard landscape includes area from back of curb to home and fence line, excluding driveway and RV access). The RV Side must not be left dirt or DG.
- Rock mulch or gravel shall be selected from the approved list and can be no smaller than 1/2" in size. Pea gravel, DG, and sand are not allowed because of their dirt-like appearance and their tendency to spill onto driveways and streets. Rock smaller than

2" directly adjacent to sidewalks, driveways or curbs must be separated from those areas by a barrier that prevents spread of the rock onto the concrete.

- Non-planted rock mulch or gravel shall not exceed 60% of front yard landscape. A minimum of 40% of the front yard area shall be living plant material. To provide visual interest year-round, a minimum of 30% of shrubs installed shall be evergreen.
- Lifestyle Homes encourages the limited use of turf grass. The Reno area is a high desert community where water is precious (especially during periods of drought) and water costs will only increase in the future. As such, turf grass shall not exceed 50% of the front yard landscape area.

#### Approved Rock Mulch

Rock mulch shall be selected from the following list. Other types of rock mulch may be acceptable upon approval by the Design Committee. Any proposed substitute shall be submitted to the Design Committee for approval prior to installation. Failure to receive prior approval may result in rejection of the mulch following placement. In such cases, the homeowner shall be required to remove the mulch and replace it with an approved type.

Salt & Pepper River Rock  
Dusty Rose  
Arizona Red River  
Green Serpentine  
California Gold  
Dolomite  
Red Cinder Rock  
Black Lava Rock  
White Lava  
Ginger  
Lodi  
3/4 to 1-1/2 Inch Crushed Rock  
Nevada Gold  
Lodi Cobble

#### Recommended Plant List

Juniper Village is higher in elevation than Reno. As a result, spring tends to come about two weeks later. Also, all plants that do well within Reno may not necessarily do as well in Juniper Village. The following plant list describes plants that tend to do well in Juniper Village. Homeowners must, however, always take into account the specifics of their particular lot

when developing a plant list. Things such as micro-climates, soils, and watering regimes can have adverse effects on a plant that may do very well in another location on the same lot.

In order to see what plants do well in Juniper Village, it is a good idea to drive through Woodland Village and observe what plants seem to be doing particularly well, and which ones are not.

*Deciduous Shade Trees* (give room to grow)

Catalpa bignonioides “nana” Umbrella Catalpa  
Celtis reticulata Netleaf Hackberry  
Crataegus spp. Hawthorn  
Elaeagnus augustifolia Russian Olive  
Fraxinus oxycarpa “raywood” Raywood Ash  
Gleditsia triacanthos “iermis” Honeylocust  
Platanus acerifolia London Planetree  
Quercus rubra Red Oak

*Flowering Trees*

Koelreuteria paniculata Goldenrain Tree  
Malus spp. Crabapple  
Prunus cerasifera “k.v.” or “Newport” Newport Flowering Plum  
Pyrus Spp. Flowering Pear

*Evergreen Trees*

Cedrus atlantica “glauca” Blue Atlas Cedar  
Cypressus glabra Arizona Cypress  
Pinus jefferyi Jeffery Pine  
Pinus nigra Austrian Pine  
Pinus ponderosa Ponderosa Pine  
Pinus sylvestris Scotch Pine  
Picea sp. Spruce

*Native Shrubs*

Atriplex caescens Four Wing Saltbush  
Artemisia tridentata Big Sage  
Chrysothamnus nauseosus Grey Rabbitbrush

*Ornamental Shrubs*

Berberis thunbergii Japanese Barberry  
Berberis mentorensis Mentor Barberry  
Buddleia davidii Butterfly Bush, Orange-eye  
Chaenomeles speciosa Flowering Quince  
Cotoneaster spp. Cotoneaster  
Cotinus coggygria Smoke Tree  
Cornus stolonifera Red-twig Dogwood (higher water requirement)  
Crateagus monogyna Singleseed Hawthorn  
Cytisus spp. Broom  
Euonymus alata Burning Bush  
Forsythia ovata Korean Forsythia  
Genista lydia Dwarf Broom  
Hamamelis x intermedia Witch Hazel  
Juniperus spp. Juniper  
Lonicera japonica "halliana" Hall's Honeysuckle  
Mahonia aquifolium Oregon Grape  
Pinus mugo mugo Mugho Pine  
Potentilla verna "nana" Dwarf Potentilla  
Prunus cistena Dwarf Red-leaf Plum  
Pyracantha coccinea Firethorn  
Rhus spp. Sumac  
Rosa spp. Rose  
Spiraea spp. Spiraea  
Symphoricarpus albus Snowberry  
Syringa vulgaris Common Lilac  
Thuja spp. Arborvitae  
Viburnum spp. Viburnum  
Yucca filamentosa Adamsneedle Yucca

*Ground Covers*

Arctostaphylos Bearberry  
Artemisia schmidtiana Silver Mound Atriplex gardneri Gardner Sage Cerasteum  
tomentosum  
Snow in Summer Clematis jackmanii Jackman Clematis Clematis orientalis Oriental  
Clematis  
Cotoneaster "Lowfast" Cotoneaster Euonymus fortunei Winter Creeper Festuca ovina  
'Glauca"  
Blue Fescue Juniperus spp. Juniper

Lonicera japonica Honeysuckle Mahonia repens Creeping Mahonia Oenothera speciosa Mexican  
Primrose Parthenocissus quinquerolia Virginia Creeper Phlox subulata Moss Pink  
Polygonum aubertii Silver Lace Vine Santolina chamaecyparissus Lavender Cotton Thymus serpyllum Thyme  
Thymus vulgaris Common Thyme  
Vinca minor Dwarf Periwinkle

*Turf Grass*

Agropyron cristatum Crested Wheatgrass  
Festuca arundinacea Tall Fescue  
Lolium perenne Perennial Ryegrass  
Poa pratensis Kentucky Bluegrass

*Turf Grass Substitutes*

Arenaria Sandwort  
Chamaemlum nobile Chamomile  
Juniperus horizontalis 'Wiltonii' Blue Carpet Juniper  
Sagina subulata Irish Moss

VI. SOIL PREPARATION

Most native soils in the vicinity of Juniper Village area are mapped by the soil conservation service as bedell loamy sand, 2 to 4 percent slopes. This very deep, somewhat excessively drained soil is on alluvial fans. It formed an alluvium derived mainly from granitic rock. Elevation is 4,500 to 6,000 feet (Juniper Village is at about 5,100 feet). The average annual precipitation is about 8 to 12 inches, the average annual air temperature is 46 to 50 degrees F, and the average frost-free period is 100 to 110 days.

Typically, the surface layer is brown loamy coarse sand about 15 inches thick. The subsoil is yellowish brown loamy coarse sand.

Included in this area are Linhart soils on inset alluvial fans, Orr soils on higher terrace remnants, and Wedertz soils on toe slopes of alluvial fans. The unit is about 5 percent Linhart soils, 5 percent Orr soils, and 5 percent Wedertz soils.

Permeability of this Bedell soil is moderately rapid in the subsoil and rapid in the substratum. Available water capacity of the soil is low. Effective rooting depth is more than 60 inches. Runoff is slow, and the hazard of water erosion is slight/

The present undisturbed vegetation in most areas is mainly big sagebrush, antelope bitterbrush, Anderson peachbrush, and Indian ricegrass.

The nature of poorly drained soils is to smother plant roots due to lack of oxygen in the root zone. An ideal soil consistency is 25% air space, 25% water, 5% organic matter, and 45% mineral matter (nutrients, sand, clay, salts, etc.). Western soils generally contain less than 1 % organic matter, which makes them low in nutrients, more prone to compaction, and poorly drained. Prior to landscape installation, homeowners should perform a soils test and amend the soil as recommended in the soil report. You are welcome to copies of soils tests ordered by Lifestyle Homes for a number of Juniper Village lots; results have been consistent over most of Juniper Village. Homeowners may also obtain a free soils test from the University of Nevada Cooperative Extension. Test results are usually available in 7-10 days.

Homeowners should perform a permeability test by digging a hole 3' deep. Fill the hole with water and leave it for 24 hours. After 24 hours add water to the top again, leave it an additional 24 hours. After 48 hours the hole shall have drained completely to qualify as a well drained soil. To aid in developing an appropriate watering schedule, note how many days it takes to drain completely. See the following chart for recommendations.

#### Permeability Rating

Depth Of Hole	Depth Of Water After 48 Hours	Total Days To Drain	Recommendations
2'	6"	3	amend planting holes & water 2x/week
2'	12"	4	raised planters/amend soil/monitor water
2.5'	6"	3	amend planter beds & water 2x /week
2.5'	12"	4	raised planters/amend soil/vertical mulch
3'	6"	3	amend planting holes & water 2x / week
3'	12"	4	raised planter/amend soil/vertical mulch
3'	>12"	>4	raised planters/drainage system

To alter soil permeability, if needed, increase available air space through the addition of organic matter in the form of bark compost, sewage sludge, or composted manure to individual planting holes. Provide the yearly addition of 1 inch of organic matter as top dressing to planting beds to help maintain soil aeration.

#### Soil Preparation for Non-Planted Areas (Rock Beds)

- Clear any and all weeds present (post emergent herbicide, hoe, etc.).



- Apply pre-emergent herbicide over the entire area and then weed barrier fabric.
- Cover the entire area with non-living mulch 2" deep (rock, gravel, bark
- Add mulch as needed to maintain 2" depth over time.

Prior to proceeding with any soil prep or planting, a soils test should be conducted to include appropriate recommendations in preparation.

#### Soil Preparation for Plants

- Conduct percolation tests to check drainage.
- Install drainage pipe or french drains to drain planter areas if needed.
- Sprinkle pH adjusting elements as recommended by the soil test over the entire planting area.
- Rototill or spade amendments into soil to a depth of 6" - 8". This depth is critical for proper rooting and health of turf or annuals, and serves to prevent soil layers.
- Amend individual planting pits per the soils report and installation details.

#### VII. FERTILITY AND pH

Plants require sixteen nutrients to maintain proper health and growth. The primary nutrients are nitrogen, which is used by the plant to form leaves and branches; phosphorus, which is used by the plant for flower, seed and fruit production; and potassium, which is used by the plant for root development and disease resistance. Secondary nutrients ( elements required in greater than trace quantities) are; calcium, sulfur, and magnesium. Copper, iron, manganese, zinc, molybdenum and boron are considered trace elements

The soil test should include:

- pH - the relative acidity or alkalinity of the soil.
- EC - electro conductivity or the salt concentration of a soil.
- SAR- sodium absorption ratio, expresses activity level of sodium ions.
- Fertility - levels of Nitrogen, Potassium & Phosphorus in the soil.

- Trace - determines levels of specific trace elements (like Boron)
- Soil texture - determines predominance of sand, clay or loam ( combination of both) in soil.
- Organic matter - gives a percentage of organic matter contained in the soil

Organic matter is the major supplier of nitrogen and phosphorus in the soil, the two elements in largest demand by the plant material.

There is an optimum pH level at which nutrients are more readily available to plants. The primary and secondary nutrients are most available to plants at pH levels between 6.5 and 8.0. Just as there are optimum conditions for nutrient uptake, there are adverse conditions as well. Iron becomes unavailable at levels greater than 7.5 and can be added to planter beds in a dry form, or sprayed on the plant as a liquid. Generally, a pH of 6.5 to 7.5 is considered optimal for plant growth.

## PLANTING

Frequently, the term "Drought Tolerant" is thought of as being "dry" or "desert-like," but this is an unfair description. Plants which are drought tolerant are just that tolerant of drought conditions. They need not be limited to cactus varieties or other dry climate plants, but include a wide selection of lush, green plants that are attractive in any landscape.

Once established, these plants are able to withstand long periods of dryness without deterioration, going several weeks or, in some cases, an entire season, between deep waterings. Such plants reduce the impact on limited water supplies.

When planting drought tolerant species, it is necessary to water frequently and deeply for one or two seasons. Once the plant has become established, it can thrive on far less water than we are accustomed to providing. If plants are watered frequently, such as during lawn watering, they become shallow rooted and therefore dependent upon frequent irrigation. On the other hand, less frequent watering will promote deep rooting which makes for a healthier plant which also becomes established more quickly.

Trees, shrubs, and plants also require less water when proper gardening practices are followed. This includes proper soil preparation, selecting the right plant for the site, planting correctly, proper irrigation, the use of mulches, and controlling weeds. The final result is healthy plants and a more efficient use of water in this high desert climate.

### Planting Season

The average last frost date in the Truckee Meadows is May 15th, while the first frost is usually around September 15th, providing a growing season of about 115 days. As mentioned earlier, Juniper Village is usually about two weeks behind in the spring. Many deciduous trees

benefit from being planted prior to bud break in the spring, between about March 22nd and April 15th. Any time the ground is thawed enough to dig, and plants are available, it is okay for spring planting of bare root or containerized plant material. When considering fall planting, however, it should be noted that even though most trees can successfully root in soil temperatures as low as 45 degrees Fahrenheit, dry fall weather with inadequate moisture followed by a cold winter can be fatal to those new transplants.

### Planting Methods

- Dig holes equal to the depth of the plant container.
- Dig hole 2 times the width of the plant container (this is to encourage vigorous lateral rooting).
- Fill the holes with water and wait 12 hours to plant.
- If water does not drain, take measures to ensure adequate drainage in the root zone.
- Mix two-thirds native soil from the hole with one-third amendment. Add a handful of bone meal or slow release fertilizer (at recommended rate).
- Place a plant in a hole to check for depth. The plant should sit level with the surrounding soil:
- If too deep, add soil (plants planted deep can rot in poorly drained soil).
- If higher than 1", dig the hole a bit deeper
- Remove the container, wire basket, burlap, etc. completely.
- Check the root ball of the plant. If the roots are coiled at the sides, bottom or surface, gently ease them away from the edges. If that is not possible, score the root ball a few times (to promote new root growth) and spread them out in the bottom of the hole.
- For trees, orient the tree with the trunk facing the same direction it was grown. This is usually denoted by flagging tape or a colored label with no writing on it, indicating the north side of the tree (it helps prevent sunburn and freeze damage).
- Backfill amended soil around the plant. Tamp the soil occasionally with a shovel handle to remove air pockets.

- Mound unused soil from the hole to create a basin around the plant.
- Fill the basin with water. If the plant has settled, add more soil to level up the plant with the grade. Do not bury the exposed stem of the plant in doing so.
- Wrap newly planted deciduous tree trunks with a light colored porous material to prevent sunburn the first season. Remove the wrap during the next year.
- Stake trees. Do not cinch trees so tight that there is no movement within the stakes, this promotes weak trunks that cannot take wind. Trees should move slightly to build strength.

IX. IRRIGATION

Lifestyle Homes may install pressure reducing valves (PRV) on all homes, but only for the inside of the home. If water pressure at your home is 65 pounds or more, you should install a PRV on the sprinkler system so that the pipes inside your home will not rattle when the sprinklers are running.

Lifestyle Homes' plumbing contractor will inspect, but may not repair, pipes that rattle only when a properly installed sprinkler system is running.

Lifestyle Homes has provided a 3-inch plastic pipe under each driveway near the curb. The pipe is large enough to allow the passage of water pipes and electric control wires.

All plant material should be on a drip system. Drip irrigation provides the following benefits:

- Provides a controlled amount of water to each plant;
- Confines water to planted areas only, reducing (but in no way eliminating) weed production; and
- Reduces the tendency to waterlog poorly drained soils by an unattended sprinkler.

Watering Frequency - This table is for informational purposes only Individual homeowners are responsible for establishing their own watering schedules based on current climatic conditions.

Weather	Vines & shrubs 2'-3' High	Shrubs & Trees 4'-5' High	Shrubs & Trees 5'-10' High	Trees 10'-20' High	Mature Trees <20' High	Vegetable Gardens Grnd Cover Flowers	Containers
Cool	2hrs	2 hrs	2hrs	2.5 hrs	3 hrs	2 hrs	10 min

	1-2 days	1-2 days	1-2 days	1-2 days	1-2 days	1-2 days	1-2 days
				days			
Warm	2 hrs	2 hrs	2 hrs	2.5 hrs	3 hrs	2 hrs	20 min
	2 days	2 days	2 days	2 days	2 days	2 days	2 days
Hot	2 hrs	2 hrs	2 hrs	2.5 hrs	3 hrs	3 hrs	30 min
	2 days	2 days	2 days	2 days	3 days	3 days	3 days

NOTE: In the above table, the hours represent the hours of each water and the Days represent the number of days per week. When plants with different watering duration requirements occur on the same irrigation zone, the watering regime described above can be maintained by providing varying numbers of emitters to each plant

Turf Grass Average Water Requirements

Average water requirements, per week, for northern Nevada turf grasses are depicted on the following graph. Though differing soils and grass species will cause variability in these needs, these values can serve as a general guideline At 30 psi Rain Bird 1800 sprinklers with MPR nozzles put down about 1 to 2 inches of water per hour Depending on the specific sprinkler used, precipitation rates may vary.

X. MAINTENANCE

Plant materials shall be maintained in a healthy vigorous condition so that they will be best suited to fight off any chemical imbalance that would otherwise kill a weakened or stressed plant The following maintenance practices should be undertaken on a yearly basis.

Plant Replacement

Any dead or dying plant shall be promptly replaced by the homeowner.

Aerate Turf Areas

Aerating is recommended once in spring and once in fall, to increase water and air exchange in the root zone. Any soil plugs removed during the aeration process should be at least 2" long. Plugs should remain on the grass surface. After a drying period, the plugs should be broken up and raked back into the turf area.

Thatch Turf Areas

Thatch removal shall occur only if clippings at the soil level have built up greater than 1/2" deep. Thatch may be removed with a verticutter or by raking vigorously with a cavex rake. Thatch removal shall occur prior to aeration in spring. It is important to remove thatch

because it harbors insects and disease, and reduces the movement of water and air into the soil below.

#### Application Timing

Product Type	# Of Applications	When To Apply
Inorganic Or Chemical Fertilizer	Not To Exceed Four Per Year	March 15-April 15 * May 15-June 15 Sept. 1-Oct. 1st * Nov. 1-Dec. 1
Organic Based Fertilizer	Twice Yearly	May 1-June 1 Oct. 15-Nov. 15
Slow Release Fertilizer	Once Per Year	Spring Or Fall

\* Indicates recommended fertilizing dates

#### Method of application

Fertilizers may be applied as a liquid or spray, broadcast on the surface, or subsurface by digging in or injection in the root zone.

#### Amounts To Apply

Grass species	#Of Actual NI Year/ 1000 Sq. Ft.
Kentucky Bluegrass	2 Pounds
Tall Fescue Meadow	1 Pound
Grasses	Pound

#### Amounts Needed Per Application

Since the table above gives a total amount required per year, the amount applied per application will depend on whether a product is applied once, twice, or four times per year. Although chemical (inorganic) fertilizers are cheaper, they do not last as long in the soil and must be applied more often. Organic fertilizers work more slowly, feeding more evenly over a longer period of time, usually lasting 2-3 times as long as chemical fertilizers

#### Type Of Fertilizer

All plant materials should be fertilized at least once per year with a slow release product. The product's release period should extend over a three month period, at a minimum. Products containing coated urea, polymer coated formulas, or organically based formulations are acceptable. Amounts to apply will vary by type. Refer to manufacturers recommendations.

Fertilizer should be applied evenly under the drip line of all plant materials, and watered in by hand or by activation of the appropriate irrigation zone.

#### Street Tree Fertilization (By the Association)

##### When To Apply

All street trees shall be fertilized yearly in March, prior to bud break.

##### Amount To Apply

The amount to apply shall be determined by measuring the caliper of the tree 4 1/2' above soil surface.

- Trees less than 6" caliper - 2 # actual N / 1000 sq ft under drip line/yr.
- Trees greater than 6" caliper - 4-5 # actual NI 1000 sq. ft. under drip line/yr.

##### Method Of Application

Trees can be fertilized by spraying a liquid fertilizer on the foliage, broadcast spreading a granular product under the entire canopy or dripline, or subsurface with a root feeder attached to a hose. Burying the fertilizer in equally spaced holes under the canopy is also acceptable.

##### Type Of Fertilizer

Trees have such a large canopy of foliage to support that it is important to feed them with a fertilizer that has a larger percentage of Nitrogen than anything else. They also are growing over a long period of time so it is critical to feed them with a product that remains in the soil an equally long time. Products that contain urea, or are coated with a polymer are acceptable.

#### Street Tree Maintenance (By the Association)

Individual homeowners shall maintain the streetscape, and tree, in front of their home. Street trees will be pruned and fertilized yearly by the Association as follows:

All trees within turf areas shall have the turf under the canopy removed to a minimum distance of 1 feet. These tree wells shall remain grass and weed free by using a combination of mulch in the well itself (to a depth not to exceed the height of the turf surrounding it) and pre or post emergent herbicide. Grass under trees competes for water and nutrients and since grass has a shallower root system, it wins to the detriment of the trees.

Ties around tree trunks should be loosened after one year to prevent the ties from girdling or choking the trunk. Due to extreme winds, stakes may need to be moved further away from the trunk on a yearly basis until the trunk is strong enough to stand on its own. In order to

promote this strengthening, ties must be loosened enough to allow the tree some movement within the stakes. When the tree is tied up too tight, the tree becomes weak and may break when the stakes are removed. Remove the stakes completely as soon as the tree can be pushed without giving more than an inch or two. This indicates it is well anchored. If you believe your tree is not being properly maintained by the HOA please contact the HOA manager at the contact information provided.

### Shrub Pruning

The basic objective with shrubs is to plant the right plant in the right place so as to reduce or eliminate the need for annual pruning except to maintain vigor, natural appearance, and penetration of light to enhance flowering. In cases where plant materials are inappropriately placed, and until such a time as they can be moved elsewhere or replaced with a proper selection, the objectives are to maintain space limitations, eliminate any damaged branches and maintain tidiness.

Pruning should occur once yearly prior to bud break, except for flowering shrubs that will be pruned after flowering in Spring (Forsythia, Wisteria, Lilac, etc.). Minor pruning to handle damage or space constraints may be done anytime during the season that temperatures do not exceed eighty-five degrees Fahrenheit. Do not prune more than 1/3 of the plant at any one time.

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**EXHIBIT C**

**DRAINAGE FACILITIES MAINTENANCE PLAN**

1. DRAINAGE FACILITIES SHOULD BE INSPECTED AT LEAST TWICE A YEAR, AND BEFORE AND AFTER RAINY SEASON (OCTOBER THROUGH MARCH). ADDITIONAL INSPECTIONS SHALL BE CONDUCTED 7 DAYS, BEFORE A PREDICTED STORM, AND AFTER 0.5" OR GREATER STORM.

2. WHEN PERFORMING ROUTINE INSPECTION OF DRAINAGE FACILITIES, THE FOLLOWING CONDITIONS SHOULD BE CONSIDERED: EROSION, EXCESS SEDIMENT AND DEBRIS IN SWALES, DITCHES, CHANNELS, DRAINAGE INLETS, OUTLETS AND STORM DRAIN PIPES.

3. REPAIRS SHOULD BE PERFORMED BY A LICENSED AND INSURED VENDOR/CONTRACTOR AND/OR THE LANDSCAPE MAINTENANCE CONTRACTOR (LMC), WITH EXPERIENCE IN PERFORMING SUCH REPAIRS. REPAIRS SHOULD BE DONE USING APPROPRIATE EQUIPMENT AS NEEDED. ANY DRAINAGE FACILITIES COMPONENTS REQUIRING REPLACEMENT SHOULD BE DONE SO IN-KIND. SAME OR SIMILAR MATERIALS IN THE SAME LOCATION SHOULD BE USED IN REPLACEMENT EFFORTS.

4. IT MAY BE NECESSARY TO REVIEW THE ORIGINAL CONSTRUCTION DRAWINGS PRIOR TO PERFORMING LARGE REPAIRS AND TO CONSULT WITH A CIVIL ENGINEER, STRUCTURAL ENGINEER, LANDSCAPE ARCHITECT, OR SIMILAR DESIGN PROFESSIONAL IF SIGNIFICANT REPAIRS ARE NEEDED.



## WASHOE COUNTY RECORDER

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Donna A. Zanetti, Esq.

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