

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Village Park, Inc., a Nevada corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the County of Clark, State of Nevada, known as Winterwood Village Unit No. 1, and described more particularly in Exhibit "A" attached hereto and hereby incorporated by reference; and

WHEREAS, it is the desire and intention of Declarant to develop and improve said tract of land, to impose on the lots and other parcels of land included in said tract mutual and beneficial restrictions, covenants, agreements, easements, conditions and charges as hereinafter set forth, under a general plan or scheme of improvements for the benefit of all the land in the tract and the future owners of said lands, and to offer for sale the lots and other parcels of land included in said tract;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be hold, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the above-described real property and be binding on all the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and it shall inure to the

benefit of each owner thereof.

SECTION 1. DEFINITIONS.

Section 1.01 "Association" shall mean and refer to Winterwood Village Unit No. 1 Homeowners' Association, its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation. However, whenever Declarant contracts for the sale of a lot the contract purchaser shall be deemed the owner thereof.

Section 1.03. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 1.04. "Common area" shall mean all real property and improvements thereon owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association is described in Exhibit "B" attached hereto and hereby incorporated by reference.

Section 1.05. "Lot" shall mean and refer to any lot shown upon any recorded subdivision map of the properties.

Section 1.06. "Declarant" shall mean and refer to Village Park, Inc., its successors and assigns, if such successors or assigns should acquire more than one previously unsold lot from the Declarant for the purpose of resale.

SECTION 2. PROPERTY RIGHTS.

Section 2.01. Every owner shall have a right and

seasement of enjoyment in and to the common area, including ingress and egress to and from his lot, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the association to charge reasonable fees for the use of any recreational facilities situated upon the common area;
- (b) The right of the association to establish rules and regulations pertaining to the use of the common area;
- (c) The right of the association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (d) The right of the association to limit the number of guests using the common area;
- (e) The right of the association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members representing not less than fifty-one percent (51%) of the voting power in the association, agreeing to such dedication or transfer, has been

recorded; provided, however, no such dedication shall impair the ingress and egress to any individual lot; and

- (f) All restrictions, conditions, reservations, rights, rights of way, and easements of record.

Section 2.02. Any owner may delegate, in accordance with the by-laws of the association, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property

SECTION 3. USE RESTRICTIONS

Section 3.01. All lots shall be a minimum of 4,000 square feet.

Section 3.02. All lots are to be solely for private single family mobile homes and customary outbuildings, including a private garage or carport.

Section 3.03. Each mobile home shall be first-class. Each home shall have at least six hundred (600) square feet of floor space, excluding porch, patio, garage, carport and other out-buildings. All three-bedroom homes must have a minimum of one and one-half baths. The undercarriage wheels and tongue of the coach must be removed. Any open space between a mobile home and the ground surface shall be skirted. The home must be anchored at each of the four corners in a manner approved by the Architectural Control Committee. Each home shall have complete sanitary facilities, including, but not limited to, a lavatory, toilet, bath tub and/or shower, and sinks. All such facilities shall be connected to sewage outlets in conformity with all applicable laws, statutes, ordinances, and regulations.

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Section 3.04. Each home, including all out-buildings, shall be set back at least ten (10) feet from the front of each lot, five (5) feet from the sides thereof, and five (5) feet from the rear thereof.

Section 3.05. No home shall exceed two stories in height.

Section 3.06. The home must be backfilled with soil so as to drain water away from the installed home. Each lot must be landscaped and maintained in such manner as required by the Architectural Control Committee.

Section 3.07. Nothing shall be done or kept on or in any common area which will increase the rate of insurance on any common area without the approval of the association. No owner shall permit anything to be done or kept on or in any common area which will result in the cancellation of insurance on any common area or which would be in violation of any law.

Section 3.08. No sign of any kind shall be displayed to the public view on or from any lot or any common area, without the approval of the Architectural Control Committee, as such committee is hereinafter designated, except such signs as may be used by the Declarant in connection with the development of the project and sale of lots, and except one "for rent" or "for sale" sign displayed by an owner and not exceeding 12" by 18".

Section 3.09. No animals of any kind shall be raised, bred, or kept on any lot, or in any common area, except that dogs, cats, or other household pets may be kept in units subject to approval of the association, provided

that no animal shall be kept, bred, or maintained for any commercial purpose. The total number of animals kept by any owner shall not exceed such number as is established, from time to time, by the association.

Section 3.10. There shall be no alteration, addition, construction, or removal of any structure on any real property subject to these covenants, conditions and restrictions without the prior approval of the Architectural Control Committee. No building, fence or other structure shall be constructed upon any portion of any common area other than such buildings and structures as shall be constructed by the Declarant (or a person to whom the Declarant assigns its rights as developer), or by the association.-

Section 3.11. No professional, commercial, or industrial operation of any kind shall be conducted in or upon any lot or the common area except such temporary uses as shall be permitted by Declarant while the development is being constructed and lots are being sold by the Declarant.

— Section 3.12. No vehicle shall be repaired or rebuilt nor shall any owner park any truck, trailer, boat, camper or other commercial or recreational vehicles on any lot or common area, street or driveway so that the same is visible from the adjacent public thoroughfare or other lots and common areas; however, the Architectural Control Committee may establish rules and regulations for parking of recreational vehicles. Such vehicles may be parked in accordance with such rules and regulations, provided such parking is also specifically approved of by the Architectural Control Committee.

Section 3.13. No noxious or offensive activity shall be carried on upon the properties nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3.14. There will be no oil drilling, oil development, oil refining, quarrying or mining operations of any kind permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in, on or under any lot.

Section 3.15. No derrick or other structure, designed for use in boring, mining or quarrying for water, oil, or natural gas, or precious minerals shall be erected, maintained, or permitted upon the properties.

Section 3.16. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be closed so as not to be visible from any public street or from any other lot or common area except when placed at the curbing for the purposes of and on the days of regularly scheduled collection.

Section 3.17. The owner shall not permit or suffer anything to be done or kept upon said premises which will obstruct or interfere with the rights of other owners or annoy them by unreasonable noise or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The owner shall comply with all the requirements of the Board of Health and of all other governmental authorities with

respect to said premises.

Section 3.18. All drying and clothes lines shall be placed in the rear of each lot and placed or screened in such a manner as to minimize visibility from the street, adjoining lots, and Winterwood Golf Course. All appliances shall be kept within an enclosed area. The location of all such lines and appliances must be approved by the Architectural Control Committee.

Section 3.19. No machinery, junk, debris, building materials, or similar matters shall be placed, stored, or kept on any lot or street within or adjoining the properties.

Section 3.20. No short-wave radio equipment shall be operated on or from any lot nor shall any antenna therefor be constructed or placed on any lot, without the consent of the Architectural Control Committee.

Section 3.21. No lot surface shall be regraded without the consent of the Architectural Control Committee.

Section 3.22. Each owner at all times shall maintain his lot in such a clean, neat, sanitary, and orderly condition as required by the Architectural Control Committee.

SECTION 4. ARCHITECTURAL CONTROL.

Section 4.01. No building, addition, accessory, fence, wall, or other structure or improvement shall be commenced, erected, placed, or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved as to harmony of external design and location in relation to

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of the association, or by an Architectural Control Committee composed of three or more representatives appointed by the board.

Section 4.02(a). Whenever, whether in this section or elsewhere, the approval of the Architectural Control Committee is required, said approval shall mean the written approval of the Board of Directors or of the Architectural Control Committee as herein designated. In the event said board, which shall be deemed the Architectural Control Committee unless a separate committee is appointed, or the Architectural Control Committee, if such a committee is appointed, fails to grant, approve or disapprove such design and location within thirty (30) days after a request therefor has been submitted to it, approval will not be required and this section will deem to have been fully complied with, except that the association will not be held to have waived any specific requirement of these covenants, conditions and restrictions.

Section 4.02(b). Whenever the approval of the association is required, unless otherwise stated, said approval shall mean the written approval of the Board of Directors of the association. Whenever regulations or other requirements or actions of the association are referred to, unless otherwise stated, said regulations, requirements or actions shall be such as are adopted or authorized by the board.

Section 4.03. Whenever under any provision of these covenants, conditions and restrictions, an owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the association shall be entitled, but shall not be obligated, to do any such act or thing

required of the owner, or to do anything necessary to rectify any action by an owner in violation of these covenants, conditions and restrictions, all on behalf of and at the cost and for the account of said owner, and in such event the association may levy an individual special assessment against such owner to reimburse the association for the cost thereof.

SECTION 5. MEMBERSHIP AND VOTING RIGHTS.

Section 5.01. The association shall be organized pursuant to and governed by Nevada Revised Statutes 81.410 - 81.540 (1969) and successor statutes governing non-stock, non-profit cooperative corporations.

Section 5.02. Every owner of a lot subject to these covenants, conditions and restrictions, shall be a member of the association. Membership shall be appurtenant to and may not be separated from any lot which is subject to these covenants, conditions and restrictions.

Section 5.03. The association shall have two classes of voting membership:

(a) Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

(b) The Class B member(s) shall be the Declarant and shall be entitled to eighteen (18) votes for each lot owned. At any time, at the sole discretion of Declarant, Class B membership,

for one or any number of lots, may be converted to Class A membership, by sending the Board of Directors of the association notice thereof, said notice to be given in such manner as the by-laws of the association designate for the giving of notices.

SECTION 6. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed or contract of sale therefor, whether or not it shall be so expressed in such deed or contract of sale, is deemed to covenant and agree to pay to the association: (a) annual assessments or charges, (b) general special assessments for capital improvements, and (c) individual special assessments levied against individual lot owners to reimburse the association as provided for in Section 4.03. Such assessments are to be established and collected as provided for herein and in the Articles and By-laws of the association. The annual, general special, and individual special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. However, in the case of an owner who is such solely by virtue of a contract of sale, there shall be no such lien until such time, if ever, as said owner receives title, at which time all assessments, interest, costs, and fees incurred and unpaid by said owner shall become such a lien. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the

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owner or such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor.

Section 6.02. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties, for the improvement and maintenance of the common area, and for organizational expenses of the association.

Section 6.03. The board of directors may fix the annual assessments. In no event shall the annual assessments be less than that necessary to raise revenue sufficient to meet all the requirements and fulfill all the purposes of Section 6.02. Annual assessments shall be due in twelve (12) equal monthly installments payable on the first of each month.

Section 6.04. In addition to the annual assessments, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of members representing thirty-three percent (33%) of the voting power in the association.

Section 6.05. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10) per annum.

The association may bring any action at law or in equity against the owner personally obligated to pay the same, or foreclose the lien, if any, against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 7. MORTGAGEE PROTECTION.

Section 7.01. Notwithstanding all other provisions hereof, liens created under Section 6 hereof upon any lot shall be subject and subordinate to, and shall not affect, the rights of the mortgagee under any recorded first mortgage, or the beneficiary of any recorded first deed of trust, upon such lots made in good faith and for value, provided that after the foreclosure of any such mortgage or any trustee sale, the amount of all regular assessments, and all special assessments to the extent they relate to expenses subordinate to such foreclosure or sale, assessed hereunder to the purchaser at such foreclosure or trustee sale as an owner after the date of such foreclosure or trustee sale, shall become a lien upon such lot upon recordation of a notice thereof with the Clark County Recorder.

Section 7.02. No amendment to these covenants, conditions and restrictions shall affect the right of any mortgagee or deed of trust beneficiary who does not join in the execution thereof, provided that prior to recordation of such amendment his mortgage or deed of trust is recorded.

Section 7.03. By an appropriate subordination agreement executed by the association, the benefits of Section

7.01 and 7.02 may be extended to mortgagees and beneficiaries of deeds of trust not otherwise entitled thereto.

Section 7.04. No breach of any of these covenants, conditions and restrictions shall cause any forfeiture of title or reversion or bestow any right of reentry whatsoever but violation of any one or more of these covenants, conditions and restrictions may be enjoined or abated by the Declarant, its successors and assigns, and by the association, by action of any court of competent jurisdiction, and damages may also be awarded against such violation; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

SECTION 8. ANNEXATION.

Section 8.01. The Declarant may at any time, pursuant to the provisions of this Section 8, annex to Winterwood Village Unit No. 1 all or any part of any reasonably contiguous real property within Clark County now owned or hereafter acquired by the Declarant. The annexation of any such property shall become effective when, and only when, the last of each of the following events occurs:

- (a) A subdivision map shall have been filed with respect to all the real property to be annexed if required by law;

(b) The Declarant shall have recorded a declaration, which may consist of more than one document and which shall among other things:

- (1) Describe the real property which is to be annexed,
- (2) Set forth or refer to such additional covenants, conditions and restrictions applicable to such property, and
- (3) Declare that such property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the Winterwood Village Unit No. 1 covenants, conditions and restrictions.

The foregoing may be accomplished by recording a statement incorporating all the terms of this Declaration as being applicable to the property to be annexed.

Section 8.02. Upon approval in writing of members representing two-thirds of the voting power in the association, the owner of any property who desires to subject it to these covenants, conditions and restrictions may record a declaration, as described in Section 8.01. The procedure set forth in this section shall be in addition to and not in substitution for the procedure outlined in Section 8.01, except, however, it shall not be applicable with regard to any property owned by the Declarant.

Section 8.03. Upon any annexation pursuant to this Section 8 any parts of the annexed area so designated at such time shall become part of the common area. Upon annexation, the owners of all lots in any annexed area,

including the Declarant, shall become members of the association on the same basis, and with the same voting power provided for in Section 5.03(a) and (b), as provided for owners in Winterwood Village Unit No. 1.

SECTION 9. GENERAL PROVISIONS.

Section 9.01. The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or adopted pursuant thereto. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.02. Invalidation of any one of these covenants, conditions or restrictions or any application thereof by judgment or court order shall in no wise affect any other provision or application thereof which shall remain in full force and effect.

Section 9.03. The covenants, conditions and restrictions of this Declaration shall run with and bind the land until December 31, 1990, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by members representing not less than fifty-one percent (51%) of the voting power in the association. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the
Declarant herein, has hereunto executed these covenants,
conditions and restrictions this 15th day of
February, 1972.

VILLAGE PARK, INC., a Nevada corporation
Declarant

By Irwin A. Murphy - President