DECLARATION OF RESTRICTIONS MAY DEVELOPMENT

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- 1. The restrictions, conditions and covenants enumerated herein shall be binding appropriately upon all persons owning any lot or lots in the May Development, Carson City, Nevada, for and during the period commencing at the present and expiring on the 1st day of December, 1996, provided; however, that such restrictions, conditions and covenants, or any of them may be amended, supplemented or abolished in any or all particulars by the recordation in the office of the Carson City Recorder of an amendment, supplemental declaration or revocation of said development duly executed and acknowledged by the owners of EIGHTY-NINE PERCENT (89%) of all of the said lots comprising said development, and provided further that such changes, amendments, supplements or abolitions shall be permissible by the Carson City authorities.
- 2. The conditions, restrictions and covenants herein contained shall bind and inure to the benefit of, and be enforceable by the Declarant, its heirs, executors, administrators, successors in interest and assigns, or by the owner or owners of any lot or lots in said development. Any owner or owners of any of the said lots may institute and prosecute any proceeding at law or in equity against the Declarant or any person, company or other entity violating or threatening to violate any of the conditions, restrictions or covenants herein contained. Any such action may be maintained for the purpose of preventing a violation or to recover damages for a violation, or for both purposes. The failure of the Declarant, its successors or assigns, or any owner of the said lots to enforce any of the conditions, restrictions and covenants herein contained shall in no way be deemed a waiver of right to enforce such conditions, restrictions or covenants thereafter. Nothing herein contained shall be construed as preventing the application of any remedy given by law against a nuisance, public or private. The remedy herein provided shall be in addition to any other remedies now or hereafter provided by law.
- 3. Any invalidation of any condition, restriction or covenant herein contained by the judgment or order of any court of competent jurisdiction shall in no way affect the validity of the remaining conditions, restrictions and covenants, and said remaining conditions, restrictions and covenants shall continue and remain in full force and effect. Any condition, restriction or covenant so invalidated shall be deemed separable from the remaining conditions, restrictions and covenants herein set forth.
- 4. No part or portion of any building of any kind shall be constructed or maintained upon any lot of the said development closer than twenty (20) feet from any front or street line, or five (5) feet from any side line of such lot. No part or portion of any building of any kind shall be constructed or maintained closer than ten (10) feet from any back line of any lot.
- 5. No lot or any part thereof shall be used for, or occupied for a trade or business, except that a person having a profession may occupy a residence on any lot and may have and maintain his office thereon.
- 6. No lot shall be divided into smaller parts, and there shall not be more than one residence on each lot. It is not intended that the owner of any lot may not rent or lease the dwelling house located thereon, however, these restrictions shall restrict the occupation of any lot to one house only.
- 7. No swine shall be kept, raised or maintained upon any lot. No livestock or poultry shall be kept or maintained on any lot. However, it is not intended to restrict the owner of any lot from keeping pets, such as cats or dogs or other pets permissible by the authorities of Carson City, Nevada.

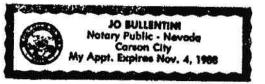
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THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF ATTACHING A LEGAL DESCRIPTION REFERRED TO AS EXHIBIT "A".

On May 8, 1987, personally appeared before me, a Notary Public, RAYMOND MAY, ROBERT MAY and MICHAEL OLIVER, who acknowledged to me that they are auttorized to execute the above Declaration of Restrictions, and acknowledged that as such they executed the above instrument.

IN WINTESS WHEREOF, I have hereby set my hand and affixed my official stamp on the day and year in this certificate first above written.

(NOTARIAL SEAL)



NOTARY PUBLIC

P.O. Box 485 Larson City, NEV FILE 100 58204

FILE 100 58204

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-3-

DECLARATION OF COVERANTS CONDITIONS & RESTRICTIONS WESTSIDE COURT

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Section 1.

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27 28 descript Unless the context clearly indicates a different meaning therefore, the following words, phrases or terms as thereinafter used in this Declaration (regardless of the tense of person in which the same may be used) shall be described to mean and shall be defined as hereinafter descriped.

Section 2.

<u>Articles:</u> Shall mean the Articles of Incorporation of the Association.

Boution 3.

Association: Shall mean and refer to the Westside Court Home Owners Association, a Nevada non-profit corporation, it successors and assigns.

Bection 4.

Exement: Shall mean the grant of easement to the Westside Court Home Owners Association recorded the day of the official records of Carson City, Nevada at File no. Book no. Page no.

Section 5.

The Property or Properties: Shall mean "The Property" or "Properties" and refer to all existing properties and additions thereto, as are subject to the Declaration of covenants and Restrictions, hereinafter referred to as the "Declaration" that has been recorded in the office of the Recorder of Carson City, Nevada, as hereinafter described or any supplemental Declaration under the provisions of Article II of said Declaration of Covenants and Restrictions.

LANDAR, PORRESON ATTORNEY AT LAW 300 WEST SECAND STREE CARSON CITY, NEVADA 99:

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Continu 14.

<u>best/rest:</u> Shall mean and refer to the Westside Development Company, a general partnership, its successors and assigns.

Section 15.

Impreveneshe: Shell mean and refer to all buildings, outbuildings, streets, roads, driveways, parking areas, fences, bridle trails, retaining and other walls, lundscaping, light standards, antenna and other structures of any type or kind.

Section 16.

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27 28 Let: Shall mean and refers to any plot of land shown upon any recorded parcel map of the development subject to the recorded easement.

Hecklos 17.

<u>Map:</u> Shall mean and refer to the maps of the development as they are from time to time recorded.

Section 18.

Restrictions of Covenants, Conditions and Restrictions applicable to "The Properties" recorded in the Office of the Recorder of Carson City, Nevede, on the day of day of No. , which said Declarant is hereby incorporated by reference as if set forth in full herein.

Section 19.

Individual Residences: Shall mean living facilities for a single family, containing living quarters, kitchen and bath facilities and patios and garages, being part of a residence building, and conveyed to an owner in fee.

Section 20.

Community Pacilities: Shall mean all facilities set forth in the essement and including drive-ways, walks, parking areas, severs, electrical, water, gas, telephone and television services and

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26 27 28 <u>Revises</u> Shall mean water, trash pickup, sewer use fee, if any, and like services whether or not provided or supplies by a public company.

Section 29.

<u>Yoting Bower:</u> Shall mean the voting membership of Class A and Class B members of the Association.

IMCORPORATION OF EXISTING RESTRICTIONS

ARTICLE II

Section 1.

Incorporation of Restrictions: If all or any portion of subject property has any conditions or restrictions of use by an instrument or instruments recorded prior to the recording of this Declaration of Covenants, Conditions and Restrictions then the Association and each member shall abide by any such conditions or restrictions.

OCCUPANCY

ARTICLE III

Section 1.

Occupancy Conduct: (a) An Owner shall not interfere with rights of other Owners, the Association, or the declarant, nor intentionally or unintentionally annoy any such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

(b) An Owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now and hereafter promulgated as provided for by the Association and in this Declaration. No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment, or disrepair to the subject property, community, facilities, any party wall, any residence building or individual residence lot of any other Owner.

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Association consisted as any be provided for in its By-Lave, shall engage a manager, secretaries, engineers auditors, legal counsel and other employees or consultants as my be reasonably necessary for the discharge of its duties hereunder, The expenses for the committees, the salaries of a manager and other employees, and the fees of consultants, shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

Section 5.

Association inforcement: The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

Section 6.

Association Taxes, Assessments Taxes, Assessments and Insurance: (a) Each owner shall be obliged pay the taxes or assessments, assessed by the Carson City Assessor against his own resident lot, or personal property. Each Owner shall be obligated to pay an assessment by the Association for the portion of any Taxes or assessments assessed by the Carson City Assessor against the entire subdivided property or any part of the common usage area, such payment to be made to the Association at least thirty(30) days prior to delinquency of such tax or assessment. The association shall then reinburse the owners for the real property to which they have paid.

(b) The Association shall be obligated to purchase and carry insurance coverage necessary for full and maximum protection for the common usage area, with improvements appurtenants thereon. Owner shall be obligated to purchase and carry fire and property damage insurance on his Lot and his individual residence and, if desired to insure his personal property therein or thereon. Evidence and proof of such coverage shall be furnished to the Association.

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state h. The class b member(s) shall be the declarant and shall be entitled to three (3) votes for each Lot owned by Declarant. the Class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership, or (b) On December 31, 1993.

Section 3.

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Proxy Valid: Any Class A or Class B mamber may authorize proxy to vote on his behalf, but said authorization must be in writing.

PROPERTY RIGHTS:

ARTICLE VI

1 100

section 1.

Owners Essement of Enjoyment: Every Owner shall have a right and essement of enjoyment in and to the common usage area which shall be appurtenant to and shall pass with the title to every Lot.

Section 2.

Any Owner may delegate, in Delegation of Week accordance with the By-Laws, his rights of enjoyment to the common usage area and facilities to the members of his family, his tenants, or contract purchases who reside on the property; the Owner shall be responsible to the however, Association for the acts of anyone that he may so delegate his rights of enjoyment to his property the common usage area and have the to rules responsibility with regard Such member shall the notify regulations. Association Secretary in writing of the name of any such agreement.

Section 3.

described herein shall be subject to right-of-way pasement for utilities installation and maintenance thereof required for the development of said property including, but not limited to, gas, water, sewer, drainage pipes for poles, anchors, and guys for conductor wire and conduit for discribal and telephone service. This right-of-way for a particular purpose shall in no

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 Should any community facilities or any part or portion thereof, or any foundations or footings of a residence building be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property which are on file with the Building Department of Carson City, Nevada.

8 Section 5.

Timing and Completion. Repair and Restorations The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same, or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties. The cost and expense off the repair and restoration performed hereunder shall be chargeable in the amount due each residence to the Owner of that residence, and all such charges shall become a lien and be collectible as hereinafter provided by Article IX, Section 4.

Section 6.

 Approval of Plans, Repair and Restauction: No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction over the work.

Bection 7.

Acceptable Completion. Repair and Restoration: No work on subject property which requires the approval of the Association pursuant to this

presents the respection, health, eafety, and welfare of the residents for the improvement and maintenance of the or index to include the cost of the sprinklers and sintenance of landscaping in the perimeter and cosmon usage areas.

Section 3.

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26 27 28 Maximum Annual Assessmental Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the waximum annual assessment shall be \$100. per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above \$100.00 by a unanimous vote of each class of members who voting in person or by proxy, at a meeting duly called for this purpose.
- (b) However, any annual assessment must always be sufficient for maintenance of the property of the improvements thereon including landscaping, sprinkler systems, fences, sidewalks, curbs, walkways, gutters, sewers and the stone building.
- (c) The Board of Directors may fix the annual assessment in amounts not in excess of the maximum.

Bestion 4.

Special Assessments: In addition to the annual assessments authorized above, the Association 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 a capital improvement upon the common usage areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the voting power.

In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for regair or remedy. Any special assessment shall become a lien against each

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LIPSA E. JOHNSON ACTOMEY AT LASS SEG WENT SECTIVE STREET CARSON CHITT, NEEVADA, 4570 (1703) 1890 ACTO certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 1.

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Collection of Mon-Payment; Any or part of the annual or special assessment not paid within thirty (30) days after due date shall bear interest from the due date at a rate of 10t per annum, on all unpaid balances. The Association shall be obligated and have the authority to place a lien against t.e Owner delinquent more that 30 days from the due date of assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common usage area, or abandonment of his Lot.

Section s.

subordination of Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assassment lien. However, the sale or transfer of any .ot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become the prior to such sale or transfer. The Association may assume the mortgage or any Individual Residence or Lot for the protection of their lien prior to foreslocure sale should the Board of Directors so desire, Said Lot shall then be sold or rented as to the best interest of the Association. ciation. No sale or transfer shall such Lot from liability for any relieve assessments thereafter becoming due or from the lien thereof.

The Association may still sue the Owner personally for the assessment in arrears and recover costs and reasonable attorney's fees incurred in said suit.

(a) All real property taxes or other assessments on the real property described in the easement and more commonly referred to herein as the common usage area, shall be paid by the individual parcel owner as assessed by Carson City Assessors Offics. Thereafter each parcel

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shall any accessory building or temporary structure or trailer or tent, ever be used for human occupancy or habitation except such quest houses or servants quarters as may be approved in writing by the Committee. Unattached accessory outbuildings may be constructed only as may be approved in writing by the Committee.

Section 2.

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There shall be no fences or walls over four (4) feet in height anywhere within the development without Committee approval and shall be limited to wood type materials and be consistent with the architectural design of the project. There shall be no chain link, woven wire or any type of wire fence within the development except for back yard pet enclosures and then said chain link, woven wire or other wire fence shall be not observable from the common usage area. All fences and walls shall be approved by the Committee prior to installation and detailed plans therefore shall be submitted to the Committee as in case of other structures. Hothing herein contained shall prevent necessary retaining walls erection of retaining tepography and approve required the Committee. by Security boundary fences or decorative fences within the development shall not be removed, tampered with, painted, altered or injured in any way. Said fences shall at all times be maintained by the Association as required.

Section 3.

<u>Huisances</u> No noxious or offensive activities or nuisances shall be permitted on any lot or parcel in the development.

No refuse, unsightly or abandoned vehicles, Cebris materials not for immediate use, compost materials and similar matter shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved.

Section 4.

Animals: No animals shall be kept or maintained on any lot except the usual household pets not kept for commercial purpose which shall be kept confined to the fences side yards unless under the owners control. Household pets shall not

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trailer shall be parked within the development for more than forty-eight (48) consecutive hours nor for more than five (5) days in a thirty (30) day consecutive period unless kept within a fully enclosed roofed garage so as not visible from any street, lot, parcel or common usage area. The intent of this paragraph is to allow only for loading and unloading such vehicles within the development unless kept in a garage as aforesaid or if R.V. is completely visually enclosed.

Section 5.

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27 28 Defacing or Removing of Common Usage Area Improvements: No tree, shrub, plant or improvement within a common usage area shall be removed.

Beation 10.

Limited Access: There shall be no access to any lot or parcel on the perimeter of the development except as provided for in the easement.

Section 11.

operation of Motor Vehicles: Except as to authorized maintenance vehicles, no motorized vehicle shall be operated in any area within the development except on a street or driveway. No dirt bikes are to be operated in area of development. All speed limit and other traffic control signs erected within the development shall be observed at all times.

Bection 12.

No commercial Enterprise. No business or commercial enterprise shall be performed or conducted upon any lot or within any dwelling or cutbuilding within the development except for construction and sale activities directly related to and during the development stage of the development. Permission for any temporary construction or sales facility must be approved in writing by Declarant and may be revoked at any time by Declarant. Nothing herein contained shall be construed as preventing the construction of improvements within the development approved by the Committee. Home occupation shall be allowed as per City Ordinance.

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no event be deemed a waiver of the right to do so thereafter.

Section 2.

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Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3.

Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first five (5) year period by an instrument signed by one hundred percent (100%) of the Lot Owners, and thereafter by an instrument signed by not less than two thirds (2/3) of the Lot Owners. Any amendment of the Conditions, Covenants and Restrictions herein must be recorded.

section 4.

Gender: All references to the male gender shall apply equally to those of the female gender.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this day of

WESTSIDE DEVELOPMENT COMPANY, a Mevada General Partnership

ME STEETAN

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DEC! BATION OF COVERANTS CONDITIONS & RESTRICTIONS HESTSIDE COURT HOMEOWHERS ASSOCIATION A Meyada Mon-Profit Corporation

DECLARATION AND PROPERTY DESCRIPTIONS

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ARTICLE		RESIDENTIAL RESTRICTIONS		19
Abouter.®		GENERAL PROVISIONS		21

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to the following easement, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS:

1.

ARTICLE I

section 1.

General! Unless the context clearly indicates a different meaning therefore, the following words. Shrases or terms as thereinafter used in this Declaration (regardless of the tense of person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter described.

Section 2.

Articles: Shall mean the Articles of Incorporation of the Association.

section 3

Association: Shall mean and refer to the Westside Court Home Owners Association, a Mevada non-profit corporation, it successors and assigns.

section 4.

<u>Fasements</u> Shall mean the grant of easement to the Westside Court Home Owners Association recorded the concurrent in the official records of Carson City, Nevada, with the document herein. (See attached Extibit "A".)

Bection 5

The Property or Properties: Shall mean "The Property" or "Properties" and refer to all existing properties and additions thereto, as are subject to the Declaration of covenants and Restrictions, hereinafter

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situated upon the "Properties," including contract sellers, but notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgages, unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Epotion 14

Declarant: Shall mean and refer to the Westside Court Homeowners Association, a Nevads non-profit Corporation and MARLENE HANNAFIN, ARTHUR HANNAFIN, RUTH WHITMEY, DAVID WHITMEY, SHIRLET VERVERKA, CHARLES VERVERKA, ELIZABETH JACK, WAYNE CHIMARUSTI and SALLY CHIMARUSTI, their successors and assigns.

section 15.

Improvemental shall mean and refer to all buildings, outbuildings, streets, reads, driveways, parking areas, fences, bridle treils, retaining and other walls, landscaping, light standards, antenna and other structures of any type or kind.

section 15.

Let: Shall mean and refers to any plot of land shown upon any recorded parcel map of the development subject to the recorded easement.

saction 17.

Map: Shall mean and refer to the maps of the development as they are from time to time recorded.

section 18.

Declaration: Shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to "The Properties" recorded in the Office of the Recorder of Carson City, Nevada, as herein set forth, which said Declarant is hereby incorporated by reference as if set forth in full herein.

section 19

Individual Residences: Shall mean living facilities for a single family, containing living quarters, kitchen and bath facilities

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Section 26

Structure: Shall mean any and every improvement in, on, under or upon subject property or in the public parkways adjacent thereto.

section 27

Utilities: Shall mean electric power, gas telephone, television cable and like services whether or not provided or supplied by a public company

section 3

gervices: Shall much water, trash pickup, sewer use fee, if any, and like services whether or not provided or supplies by a public or spany.

soction 29.

voting Power: Shall mean the voting membership of Class A and Class ? members of the Association.

INCORPORATION OF EXISTING RESTRICTIONS

ARTICLE II

section 1.

Incorporation of Pastrictions: If all or any portion of subject property has any conditions or restrictions of use by an instrument or instruments recorded prior to the recording of this Declaration of the recording of this Declaration of Covenants, Conditions and Restrictions then the Association and each member shall abide by any such conditions or restrictions.

OCCUPANCY!

ARTICLE III

gection

Occupancy Conduct: (a) An Owner shall not interfere with rights of other Owners, the Association, or the declarant, not intentionally or unintentionally annoy any such or any of the occupants of subject such or any unreasonable noises, offensive property by unreasonable noises, conduct or otherwise.

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This # ಕ certify that the microphotographs appearing on this film 3 accurate and complete reproductions of the original maintenance purposos, shall have the right to enter upon the exteriors of any residence building or lot for the performance of maintenance, but they shall not have the right to enter a residence unit without right to enter a vesidence unit except in the owner of such residence unit except in the case of emergencies, unit except in the case of emergencies of the health, welfare, safety or protect the health, welfare, safety or environment of the Association or its members.

Bection

Association Operating Expense:
Association shall establish such committees as may be provided for in its By-Laws, shall engage a manager, secretaries, engineers auditors, legal counsel, and other employees or consultants as my be reasonably necessary or consultants as my be reasonably necessary for the discharge of its duties hereunder, for the discharge of its duties, the salaries of a manager and other employees, and the of a manager and other employees, and the fees of consultants, shall be established and fees of consultants, shall be established and shall pay all other expenses necessary or shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

section

Association Enforcement: The Association shall have the duty to enforce each and every of the provisions of this Declaration, of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

Medtion

Association Taxes: Assessments Taxes.

Assessments and Insurance: (a) Each owner the taxes or the taxes or assessed by the Carson city assessor against his own resident lot, or hersonal property. Each owner shall be considered to pay an assessment by the chigated to pay an assessment by the carson city assessments assessed by the carson city assessor against the entire subdivided hasesor against the entire subdivided area, such payment to be made to the area, such payment to be made to the association at least thirty (30) days prior to delinquency of such tax or assessment.

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This is to certify that the microphotographs appearing on this film are accurate and complete reproductions of the original

Section 2

Voting Rights: The Association shall have two classes of voting membership:

CLARS 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 Lot.

CLASS B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by Declarant. the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the class A membership equal the total outstanding in the class B membership, or (b) On December 31, 1993.

section 3.

Proxy Valid: Any Class A or Class B member may authorize proxy to vote on his behalf, but said authorization must be in writing.

PROPERTY RIGHTSL

ARTICLE VI

saction 1.

owners Easement of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the common usage area which shall be appurtenant to and shall pass with the title to every Lot.

section 2

pelegation of User Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the common usage area and facilities to the memoers of his family, his tenants, or contract purchases who reside on the property; Lowever, the Owner shall be responsible to the Association for the acts of anyone that he may so delegate his rights of enjoyment to his property or to the common

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This is to certify that the microphotographs appearing on this film are accurate and complete reproductions of the original control of the original CAMERA OPERATOR

his unit, his drive way and/or patic, the association may have the work completed at a reasonable price and then assess the individual, in accordance with Article VIII of the document herein.

Section 3

More Than One Individual Residence: Renaix and Restoration: Should more than one individual residence or any part thereof including windows, be damaged or destroyed by fire or other casualty or by intentional mischief, the Owners of each of the residence sices upon which such damage or destruction has occurred shall bear the cost of the same proportionately based upon the nature and extent of the same as it affects the individual residence of each such Owner.

dection

Community Facilities, Repair and Restoration; should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property which are on file with the Building Department of Carson City, Nevada.

Bestion 5.

Timing and Gompletion. Repair and Restoration: The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same, or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties. The cost and expense of the repair and restoration performed hereunder shall be chargeable in the amount

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Owner Obligation of Assessments: The Declarant, for each Lot owned Within the Properties, hereby covenants, and each Owner of any Lot by

acceptance of a died therefor, whether or not it shall be so expressed in such deed, is deemed to covenants and agree to pay to the

- (1) Annual Assessments or Charges; and,
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. A delinquent assessment with subject the condominium unit to foreclosure pursuant to the Nevada Revised Statutes.

Section

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Purnous of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents for the improvement and maintenance of the grounds to include the cost of the sprinklers and maintenance of landscaping in the perimeter and common usage areas.

Section

Masimum Annual Assessments: Until January 1 of the year immediately following the conveyance of the first Lot to an Cwner, the maximum annual assessment shall be \$100.00

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above \$100.00 by a unanimous vote of each class of members who voting in person or by proxy, at a meeting duly called for this purpose.

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of membership, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the praceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section

Equitable Rate of Assessment: Both namual and special assessments must be fixed at an equitable rate for all lots and may be collected on a monthly basis, special assessments levied against Individual Residences and lots as authorized under Section 4 shall herewith be excluded under equitable rate.

Section

Annual Lassement Que Date: The annual assessments provided for herein shell commence as to all Lots on the first day of the month following the conveyance of the month following the conveyance of the common usage area. Whe first annual assessment shell be adjusted according to the number of months remaining in the calendar year. The Seard of Directors shell fix the amount of the month assessment against each Lot at least thirty (30) days in advance of each annual assessment period, Written notice of the annual assessment shell be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whather the assessments on a specified Lot have been paid.

Beation

Gollection of Non-Expent: Any or part of the annual or special assessment not paid within thirty (30) days after due date shall bear interest from the due date at a rate of 12t per annum, on all unpaid balances. The association shall be obligated and have the authority to place a lien against the Owner delinquent more that 30 days from the due date of assessment. The Association may

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hyphitectural: No building, fence, wall, deck or other structure shall be commenced, erected 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, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such designs and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have fully complied with.

RESIDENTIAL RESTRICTIONS:

ARTICLE X

The following shall be applicable to all lots and parcels within that portion of the development

described in herein above designated for single family dwelling, and each owner, as to his lot or parcel, covenants to observe and perform the same.

Section 1.

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

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Bestion 5.

garbage and Refuse Disposal: There shall be no exterior burning of trash, garbage or other like household refuse without a permit from the Committee, nor shall any owner accumulate on his lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purpose.

Section 6.

Concealment of Fuel Storage Tanks and Trash Receptables: Fuel storage tanks on any lots shall be buried below the surface of the ground, Every receptable for ashas, trash, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, lot, parcel or common usage area within the development except at the time when refuse collections are made.

Section 7.

Mir Conditioning Units and Antennas: No air conditioning unit, evaporative cooler, or other object other than a television or radio antenna shall be placed upon or above the roof of any dwelling or other building except and unless the same is architecturally concealed from view pursuant to plans submitted to and approved by the Committee, and then only where in the sole determination of the Committee the same is not aesthetically objectionable, and is otherwise in conformity with the over-all development of the community. Radio transmitting and receiving antennas for short wave or ham radio installations will not be installed on any lot or parcel without the express written permission of the Committee. Television antennas will be allowed, however, if the height does not exceed ten (10) feet above the highest point of the roof line. There will not be antennas allowed when cable TV is available.

Section 8.

Travel Trailers, Motor Homes and Boat Storages No travel trailer, motor homes (R.V.) or boat trailer shall be parked within the development for more than forty-eight (48) consecutive hours nor for more than five

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#estion 13.

Temporary Structures. No temporary structure of any form or type shall be permitted on any lot or parcel except during construction of a specific unit on that lot or parcel.

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section 14.

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

Section 15.

Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any lot other than excavation for necessary construction purposed relating to main dwelling units, retaining walls, outbuildings and for the purpose of contouring, shaping, landscaping, erection of permitted fencing generally improving any lot. Land clearing shall occur only at a time of excavation and be limited to the specific building sites and driveway easement maintaining as much of the natural environment as possible.

Section 16.

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

GENERAL PROVISIONS!

ARTICLE XI

section 1

Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce

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DAVID WEITHEY 法口字算 联系工业制度系 CHARL CHIMARUSTI ELIBABETH JACK SALKY CHIMARUSTI OF CARSON CITY 1991, personally SAUMEA day of on the Public, a Notary appeared before mig, acknowledged to me that he is the Res of WESTSIDE COURT HOMEOWNERS ASSOCIATION, " Non-Profit Corporation, and is known to me to be the persforegoing instrument on behalf of said corporat
voluntarily and for the uses and purposes therein mentioned. 'scuted the -eely and hand and IN WITNESS WHEREOF, I have hereunto official seal. Notary STATE OF NEVADA CARSON CITY 1991, before me, a Notary Public, personally appeared ARTHUR HANNAFIN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. MYMEE 2. CAMBELLE IN THE MEYADA CARBON CTIY
ADDI. Expires Joly 28, 1994



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CARSON CITY

as, a Notary Fublic, personally expected SHIRLES VEVERRA, known to se to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

MATMI S. CHIMARUSTI
MO'ARY PUBLIC - NEVADA
CARSON CITY
MY AND Express July 26, 1994

Noyary Jubilo

STATE OF NEVADA

CARSON CITY

on the day of the contained.

The day of the contained of the contained of the contained of the contained of the contained.

IN WITNESS WHEREOF, I have Lereunto set my hand and official soal.

NOTARY PUBLIC - NEVADA GARSON CIT' My rep Expires July 26, 1984

SB.

Notary Purilo

STATE OF NEVADA

CARSON CITY

on the day of , 1991, hefore me a Notary Public, personally appeared ELIZABETH JACK, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITHERS WHEREOF, I have hereunto set my hand and official seal.

WAYNE B. CHIMARUSTI HOTARY PUBLIC - NEVADA CARSON CITY My Appl. Explires July 180, 1894 Notive Public

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****THIS DOCUMENT IS BEING RE-RECORDED TO SHOW THE ACKNOWLEDGEMENT OF ROBERT W.
DAUTERMAN AND LORNA G. DAUTERMAN ON THE CONSENT OF MEMBERS SIGNATURE PAGE

APNs: 03-233-02; 03-233-03; 03-233-04; 03-233-06; 03-233-09; 03-233-10

PARTY WALL AGREEMENT

	THIS PARTY	Y WALL A	GREE	MENT is	made t	his _	31	day of
File	VEVERKA	, 2002, b	y and	between	CHARI	ES F	. VEVER	KA and
SHIRLEE B.	VEVERKA	(Veverka),	and	WESTSII	DE CO	URT	HOMEO	VNERS
ASSOCIATIO	N, a Nevada n	on-profit co	rporati	on (the As	ssociatio	n).		

RECITALS

- A. Veverka is the owner of a single family residence located at 533 West Caroline Street, Carson City, Nevada (Assessor's Parcel Number 3-233-06), more particularly described in Exhibit A.
- B. The Association is the owner of the beneficial interest in an easement on and over portions of certain parcels of real property in Carson City, Nevada commonly known as 533 West Caroline Street (APN 03-233-06), 650 North Minnesota Street (APN 03-233-09), 502 West Robinson Street (APN 03-233-04), 510 West Robinson Street (APN 03-233-03), and 514 West Robinson Street (APN 03-233-02), all more particularly described in Exhibits A through E, which said easement is more particularly described in that certain Grant of Easement dated April 8, 1991, recorded on April 9, 1991, in the Official Records of the Carson City Recorder as Document Number 113848.
- C. Veverka, Arthur A. Hannafin, Marlene S. Hannafin, Robert W. Dauterman, Lorna G. Dauterman, Elizabeth A. Jack, Sally Ann Chimarusti, and Wayne S. Chimarusti, are all members of the Association.
- D. A 15 by 21 foot stone building is located on the property owned by Veverka, which is attached to the Veverka residence. A drawing of the building is attached hereto as Exhibit F. There is a dividing wall between the south portion and the north portion of the stone building, which forms a common boundary between the north and south portions of the stone building.
- E. The Association's easement described above includes the south portion of the stone building, the area of which is 8 feet 1½ inches by 15 feet 0 inches. Use of the north portion, the area of which is 12 feet 10½ inches by 15 feet 0 inches, was conveyed by the Association or its predecessors to Veverka for Veverka's exclusive use. The north-south dimensions of the south portion of the stone building are measured from the east wall to the exterior of the south wall, and from the exterior of the east wall to the exterior of the morth-south dimensions of the north portion of the stone building are measured from the middle of the dividing wall to the

WAYNE S. CHIMARUSTI, ESQ. 300 West Second Street

Carson City, NV 89703 (775) 885-9066

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IV. DURATION AND EFFECT OF AGREEMENT:

This Agreement shall be perpetual in effect, and the covenants contained in this Agreement shall run with all of the parcels of land above-described and shall bind the respective parties to this Agreement, and their heirs, legal representatives and assigns, but this Agreement shall not operate to convey to any party the fee to any part of the land owned or to be acquired by any other party, the creation of party wall rights and obligations being the sole purpose of this Agreement.

V. INDEPENDENT COUNSEL:

This Agreement was prepared by WAYNE S. CHIMARUSTI, ESQ., at the request of the Association. Inasmuch as Wayne S. Chimarusti is also a member of the Association, each party acknowledges that there is a potential conflict of interest. Veverka, the Association, and each other member of the Association hereby acknowledge that they have been advised to seek independent counsel regarding the terms, conditions and effects of this Agreement. Veverka, the Association, and each other member of the Association represent that they are fully informed and understand the meaning and legal effect of the terms and conditions set forth herein, and have made such independent determination and investigation regarding this Agreement as they deem necessary.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date above-written.

VEVERKA

ADVES E VEVER

SHIRLEE B. VEVERKA

THE ASSOCIATION:

WESTSIDE COURT HOMEOWNERS ASSOCIATION, a Nevada non profit corporation

By:

SALLVA. CHIMARUSTI, President

CHIRI EE R VEVERKA Secreta

By:

ARTHUR A. HANNAFIN, Treasure

WAYNE S. CHIMARUSTI, ESQ. 300 West Second Street Carson City, NV 89703 (775) 885-9066 ³ 283883 281663

CONSENT OF MEMBERS

The following members of WESTSIDE COURT HOMEOWNERS				
ASSOCIATION, a Nevada non-profit corporation, hereby consent to the terms of the				
foregoing Party Wall Agreement.				
rotogonig ratty wan Agreement.				
DATED: Sopy 16, 2002. Tobe It W/ Laylerman				
ROBERT W. DAUTERMAN				
DATED: 9/16/03/2002. Some Claudeman				
LORNA G. DAUTERMAN,				
LORINA G. GAOTERMAN				
DATED: July3030022002. Marlowed Vanneled				
MARLENES, HANNAFIN				
DATED: 3 July 20002. (LIX)				
DATED: DILLY 2002. /WX X 1				
ELIŽABETH A/JACK /				
20 A Oll White Million of the				
DATED: CO SUM 2002. CONSUM SUMMENT				
CHARLES F. VEVERKA				
DATED: July 30, 2002. Character Character -				
WAYNE SCHIMARUSTI				
/				

WAYNE S. CHIMARUSTI, ESQ. 300 West Second Street Carson City, NV 89703 (775) 885-9066

EXHIBIT B

TO THE PARTY WALL AGREEMENT BY AND BETWEEN CHARLES F. VEVERKA and SHIRLEE B. VEVERKA, and WESTSIDE COURT HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation

Legal Description of Property Owned by ARTHUR A, HANNAFIN and MARLENE S, HANNAFIN

All that real property situate in Carson City, State of Nevada, commonly known as 650 North Minnesota Street, more particularly described as follows:

Commencing at the northeast corner of Block 61 as shown on that recorded Parcel Map for Westside Development Co., Map No. 1450, File No. 58236, thence south 67.00 feet; thence West 84.95 feet; thence North 67.00 feet; thence East 85.00 feet to the point of beginning.

Reference is hereby made to that certain lot line adjustment recorded on November 20, 2989, in the office of the Carson City Recorder, State of Nevada, as Document No. 93206, Official Records.

Subject however to an easement over that portion of said land granted to the Westside Court Homeowners Association, a Nevada General Partnership, in grant of Easement recorded on September 28, 1990, as File No. 106428, Official Records.

APN 03-233-09

This legal description is taken from that certain Grant, Bargain, Sale Deed recorded in Carson City, Nevada, on November 26, 1990, as File Number 108376.

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EXHIBIT B
Page 1 of 1

EXHIBIT D TO THE PARTY WALL AGREEMENT BY AND BETWEEN CHARLES F. VEVERKA and SHIRLEE B. VEVERKA, And WESTSIDE COURT HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation

Legal Description of Property Owned by ELIZABETH A. JACK

All that real property situate in Carson City, State of Nevada, commonly known as 510 West Robinson Street, more particularly described as follows:

A portion of Block 61 of Proctor and Green Addition, more particularly described as follows:

Parcel 2 of Parcel Map No. 1355 for Westside Development Company, filed in the office of the Carson City Recorder, State of Nevada on February 3, 1987, as File No. 54616.

APN 03-233-03

This legal description is taken from that certain Grant, Bargain, Sale Deed recorded in Carson City, Nevada, on January 22, 1990, as File Number 95486.

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EXHIBIT D
Page 1 of 1

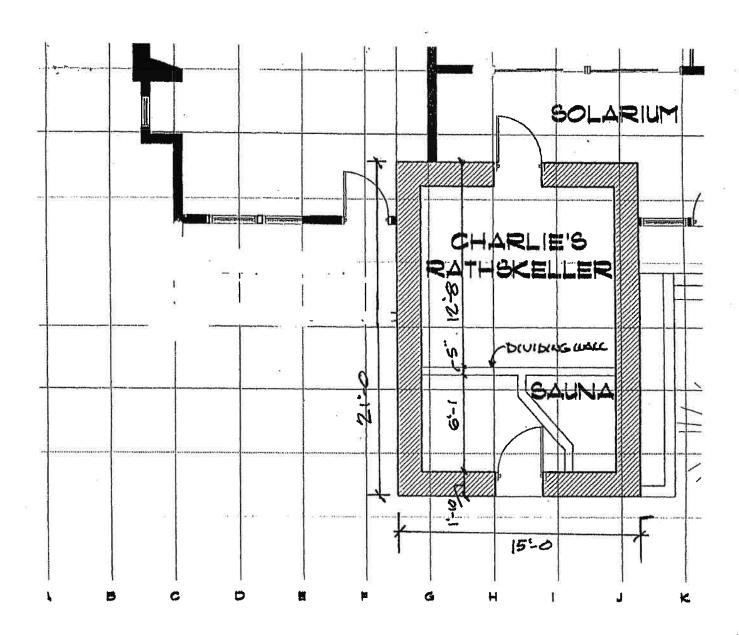
EXHIBIT F TO THE PARTY WALL AGREEMENT BY AND BETWEEN CHARLES F. VEVERKA and SHIRLEE B. VEVERKA, and WESTSIDE COURT HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation

Drawing of Stone Building

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EXHIBIT F
Page 1 of 3



LOCATION OF DIVIDING WALL IN STONE BUILDING PER HOKEOWKERS ASSOC.

EXISTING LOWER LEVEL FLOOR

WESTSIDE COURT

VEVERKA HOUSE 533 W. CAROLINE ST. CLRSON CITY - WY

> 283883 -281663_

FILED FOR RECORD
AT THE REQUEST OF
STEWART TITLE OF CARSON CITY
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ALAN GLOVER
ARSON CITY RECORDER
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