

**Declaration of Covenants, conditions, and Restrictions
Galena Country Estates.**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS to be effective this 20th day of March, 2007, by GALENA COUNTRY ESTATES, a Partnership of Washoe County, Nevada, hereinafter referred to as "Declarant".

RECITALS

WHEREAS, Declarant desires to refer to all of the lots or parcels as GALENA COUNTRY ESTATES and further desires to impose the respective covenants, conditions, and restrictions hereinafter set forth in order to provide a residential area of the highest quality to insure each lot or parcel owner the undisturbed residential use of this property, and to preserve property values.

WHEREAS, Washoe County ("the County") is expressly made a third-party beneficiary to the covenants, conditions and restrictions set forth herein for the purposes of granting to the County limited rights to enforce the provision of this declaration as follows:

1. Right of enforcement of any breach defined within paragraph 5.1.4 and 7.3;
2. Right of enforcement against individual lot owners to maintain or repair their properties as provided for in paragraph 1.24 and Article II.
3. The obligation of operating and maintaining association property and the park as provided for in paragraph 5.2.3 and Article II.
4. Levy and enforcement of assessments and special assessments as provided for in 5.1.1, 5.1.2, 5.1.3 and 5.1.4.
5. Prohibition on the subdivision of lots as provided for in paragraph 1.4.
6. The duration and amendment of the declaration as provided for in paragraphs 7.1 and 7.2.
7. The payment of taxes and assessments on association property as provided for in paragraph 5.2.4

DECLARATION

NOW, THEREFORE, Declarant declares that the lots and parcels in LANCER ESTATES, UNIT 4, as delineated in the above reference map, now to be known as the GALENA COUNTRY ESTATES, and the whole of the development and any

1 subsequent units as developed, as hereinafter defined, are held and shall be held,
2 conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved,
3 subject to the provision of this Declaration of Covenants, Conditions, and
4 Restrictions, all of which are declared and agreed to be in furtherance of a plan for the
5 development, improvement, and sale of said lots and parcels and are established and
6 agreed upon for the purpose of enhancing and protecting the value, desirability, and
7 attractiveness thereof. The provision of their Declaration are intended to create
8 mutual, equitable servitudes upon each of said lots and parcels in favor of each and all
9 other lots and parcels; to create a privity of contract and estate between the grantees of
10 such lots and parcels, their heirs, successors, and assigns; and shall, as to the owner of
11 each such lot or parcel, his heirs, successors, or assigns operate as covenants running
12 with the land for the benefit of each and all other such lots and parcels in the
13 development as hereinafter defined and the respective owners, present and future.

14
15 **ARTICLE I**
16 **USE RESTRICTIONS**

17
18 **1.2 Dwellings Allowed**

19
20 Only single-family dwelling units used solely for residential purposes,
21 including private garages used in connection with said residence, together with guest
22 or servants' quarters and other outbuildings, only as expressly provided hereafter,
23 shall be permitted.
24

25 **1.2 Commercial Use of Property**

26
27 No business of commercial enterprise shall be performed or conducted upon
28 any lot or within any dwelling or outbuilding within the subdivision. The only
29 exceptions hereunder shall be the permissibility of construction offices, storage
30 structures, night watchman's quarters and sales office facilities during the
31 development and construction of GALENA COUNTRY ESTATES and subsequent
32 unites.
33

34 **1.3. Activity Restrictions**

35
36 No noxious, offensive, or disturbing activity of any kind shall be permitted
37 within any structure or upon any lot or parcel within the subdivision.
38

39 **1.4. Subdivision of Lots**

40
41 No single dwelling unit within GALENA COUNTRY ESTATES as recorded
42 on said Plat, shall be erected on less than one lot, and no further subdivision of a lot
43 designated on this Plat shall be permitted. This restriction shall constitute a covenant
44 running with the land.

1
2 **1.5 Temporary Structures**
3

4 No temporary structure of any form or type shall be permitted on any lot or parcel,
5 except as provided for under Paragraph 1.2 herein.
6

7 **1.5 Recreation Vehicles**
8

9 No boat, travel trailer, tent trailer, house trailer, motor home, cab/over
10 truck/campers or camper shall (not cab/over) which is separate from a vehicle, shall be
11 stored or parked for other than load purposes on any driveway, streets, or front part of
12 any lot. Declarant of Homeowners' Association will notify owner by registered or
13 certified mail to remove such vehicle. If homeowner does not comply with 1st notice
14 request, they will be notified by registered mail that a fine of \$25.00per day will occur
15 until violation is brought into compliance. (see fine policy in Sec. 2.1)

16 . Owners are allowed to store such vehicles anywhere of their lot behind the front of
17 their houses provided such vehicle is screened from the street and side-yard by a six
18 (6) foot solid fence. Pickups with camper shells that do not extend over the cab of the
19 truck are specifically excluded from this restriction. Pickups with cab/over campers
20 that are used as a daily mode of transportation are also excluded from this restriction.

21 **1.7 Main Dwelling Unit Constructed First**
22

23 No garage or outbuilding shall be constricted before commencing construction
24 of the main dwelling unit, and further, no trailer, garage, basement, outbuilding, or
25 other structure other than the completed main dwelling unit shall be used for
26 temporary or permanent living quarters, except as provided for in Paragraph 1.2
27 herein.
28

29 **1.8 Construction Completion Date**
30

31 Upon commencement of construction of any dwelling unit within the
32 subdivision, all reasonable speed and diligence shall be employed by the owner to
33 complete said construction and said construction will, in all cases, be completed
34 within twelve (12) months.
35

36 **1.9 Partially Constructed Structures**
37

38 Other than new structural components approved by the Architectural
39 Committee hereinafter described, no existing, used, or partially constructed structure
40 of any type shall be moved from another place onto the subdivision for any purpose
41 whatsoever. The foregoing notwithstanding, temporary structures and/or trailer will
42 be allowed for sales and/or construction offices, watchman's quarters, or storage
43 during period of construction only.
44

1.10 Square Footage of Dwelling units and Second Story Dwelling Units

Dwelling units to be constructed within the subdivision shall provide a minimum living area, exclusive of garages, porches, patios, and terraces, of no less than One Thousand two Hundred (1,200) square feet. Two-story dwelling units (when permitted by the Architectural Committee hereinafter described) shall have a minimum ground floor living area of not less than Seven Hundred (700) square feet exclusive of garages, porches, patios, and terraces.

1.11 Outbuilding Construction

No unattached garage, servants' quarters, or other outbuilding shall be constructed without the prior approval of the Architectural Committee hereinafter described.

1.12 Pets and Livestock

No livestock, fowl, or other animals, other than dogs, cats, or other common and ordinary house pets may be kept on individual lots within the subdivision. No household pets or their animals whatsoever will be kept or bred for commercial purposes. Furthermore, household pets shall not interfere with the reasonable comfort, privacy or safety of adjoining neighbors and shall not exceed a total of THREE (3) such pets per household.

1.13 Adverse Effect on Adjoining Property

No use of any lot or structure within the subdivision shall adversely affect the use, value, occupation, and enjoyment of any adjoining property or the general neighborhood. Final determination within these bounds shall be left to the decision of the Architectural Committee, hereinafter described.

1.14 Excavations

No excavation for mineral, stone, gravel or earth shall be made upon any lot other than excavations for necessary construction purposes relating to main dwelling units, out-buildings and pools, and for the purpose of contouring, shaping, fencing and generally improving any lot.

1.15 Certificate of Occupancy

A Certificate of Occupancy must be issued by the Washoe County Building inspection Department prior to occupancy of any dwelling unit.

1.16 Fences, Retaining Walls, and hedges

No rear or side fence, retaining wall or hedge within the subdivision shall be more than six (6) feet in height, and no front yard fence, retaining wall, or hedge shall exceed three feet in height without the express written approval of the Architectural Committee. No chain link or metal woven fence shall be permitted. All fences shall be in harmony with the motif and high quality of GALENA COUNTRY ESTATES. No direct access shall be allowed from any lot to the Mt. Rose Highway except as may be needed for fire access and as required by Washoe County.

1.17 Garbage

All owners and/or tenants of all lots shall have garbage picked up each week, and no refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and similar matter shall be permitted on any lot. Lots and yards shall be maintained in a neat, attractive, orderly and well-groomed manner. All woodpiles shall be screened from streets by fences.

1.18 Clotheslines

No clotheslines shall be constructed or erected which would be visible from any front or side street.

1.19 Utilities

All utility connections and service lines to each individual lot, dwelling unit, or outbuilding will be installed underground, including electric service, water service, gas service, and telephone cable, in accordance with accepted construction and utility standards.

1.20 Signs

No signs shall be erected on any lot, parcel or portion thereof, except signs advertising residences or lots for sale will be allowed, but said signs shall not exceed five (5) square feet in total area. Per NRS 116 SB 325 Sec. 46, may exhibit a political sign if the sign is not larger than 24 inches by 36 inches.

1.21. Separation of Surface and Subsurface Rights

There shall be no deed, conveyance, agreement or other document executed which would effect or cause a separation into different ownerships of the surface or subsurface rights of any lot, parcel or portion thereof.

1.22 Building Height Restriction

No building, residence, garage, or outbuilding structure of any kind, except fireplace chimneys and flues will project above thirty (30) feet in height. In the event that the height restrictions as set forth herein result in undue hardship in home design or construction, the Architectural Committee, at its sole discretion, may allow minor variations in said restrictions. This restriction shall not prevent the construction of a daylight basement or garden area under the main floor of a house and the thirty (30) foot limitation shall apply from the ground level floor to the height of the building.

1.23 Communication Equipment Restrictions

Radio transmitting and receiving antennas for CB and shortwave operation and television antennas shall not exceed eight (8) feet above the highest point of the roof. Satellite dish antennas no larger than one (1) meter in diameter may be installed. (FCC Telecommunications Act of 1996)

1.24 Owner's Obligation of Maintenance and Repair

The owner of each lot shall maintain such property and the improvements thereon in a good, clean and orderly condition and in a good state of repair and adequately painted or otherwise finished, all at such owner's sole cost and expense and all in accordance with the Architectural Committee rules. No owner shall permit any building, structure, or other improvement on such lot to fall into disrepair. Each owner shall keep all shrubs, trees, grass and plantings on his lot neatly trimmed, properly cultivated and free from trash, weeds or other unsightly material. Each owner shall maintain any and all fuel break areas on such owner's lot in accordance with applicable fire and safety codes.

ARTICLE II.
VIOLATION OF COVENANTS

2.1

If any party hereto or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, the GALENA COUNTRY ESTATES HOMEOWNERS ASSOCIATION, shall give written notice to such violating party, which notice shall set forth in specific detail, the violation or attempted violation and the work necessary to correct same. 1. "Request for Compliance"- Warning without a fine

2. "Second Request for Compliance and Notice of Fine and Hearing"

3. After sending the Second Request for Compliance, the offending Member is required to appear before the board to explain why a fine should not have been imposed for the continuing violation. If the Board determines that a violation has occurred, the Board

1 shall have the power to levy a fine against the Member
2 in an amount of up to \$25.00 per day for each repeated
3 violation or for any serious injury caused as a result
4 of violation

5 4. A violation shall be deemed to be a second
6 violation when the Association causes another notice
7 to be sent to the offending Member.

8 Procedures:

9 Prior to the collections of any penalty for
10 violation of the Declaration or Rules, the Association
11 shall afford the offending Member with Notice of the
12 violation, and the opportunity to be heard in person
13 and/or through a representative.

14 A. Notice

15 2. The Association Member is required to respond in
16 writing to the "Request for Compliance" by returning
17 the Correction Response which is sent with the
18 "Request for Compliance". If the offending Member
19 fails to respond to the "Request for Compliance", a
20 "Second Request for Compliance and Notice for Fine and
21 Hearing" shall be sent to the offending Member at
22 which time a hearing shall be set. The hearing date
23 shall be not less than (10) ten days or more than (30)
24 thirty days from the date the "Second Request for
25 Compliance and Notice for Fine and Hearing" is mailed
26 and/or delivered to the offending member.

27 B. Hearing:

28 4.(b) Find that a violation has occurred or exists
29 And approve a fine as set forth hereinafter.

30 5. (C) Levy a fine not to exceed \$25.00 per day for
31 Each violation.

32
33
34
35
36 **2.2**

37
38 If said violating party does not comply with the notice of violation as provided above
39 then Declarant and /or Homeowners Association may enter upon the property of said
40 violating party to perform or cause to be performed the work necessary to correct the
41 violation and charge said violating party for the work.

42
43 **2.3 Park**

1
2 *The Homeowners Association agrees to pay the Washoe County Parks Department a*
3 *fixed annual fee of \$11,000 to fulfill the Homeowners responsibility to maintain the*
4 *Park.*

5
6 **2.4**

7
8 Additionally, the Homeowners Association, Washoe County with respect to those
9 provisions herein to which it is made a beneficiary or any other owner of property in
10 GALENA COUNTRY ESTATES may prosecute any proceeding at law or in
11 equity against any person violating or attempting to violate any of the covenants an/or
12 to recover damages for such violations. If proceeding are commenced to enforce these
13 covenants, the prevailing party shall be entitled to their reasonable attorney's fees and
14 costs.

15
16
17 **ARTICLE III**
18 **ARCHITECTURAL COMMITTEE**

19
20 **3.1**

21
22 In order to provide for the orderly development of GALENA COUNTRY
23 ESTATES and to aid in establishing a unique and prestigious architectural format,
24 there is hereby created, an Architectural Committee whose membership shall consist
25 of three (3) person who shall at all times be fee owners of a lot in any unit of
26 GALENA COUNTRY ESTATES. The Architectural Committee shall be elected by
27 the majority of those fee owners of lots in GALENA COUNTRY ESTATES which
28 election shall occur within sixty (60) days from the date the last lot is sold in the entire
29 subdivision by Declarant. In the event of the resignation, incapacity, failure, or death
30 of any member or members of the Architectural Committee, the remaining member or
31 member of the Architectural Committee, the remaining member or member shall fill
32 any vacancy or vacancies. Further, the Architectural committee shall have the power
33 to establish its own internal rules, regulation and procedural details.

34
35 **3.2**

36
37 The Architectural Committee shall examine and approve or stipulate to
38 reasonable changes or alterations and plans for any structured dwelling unit or
39 outbuilding to be constructed on any lot. Original colors and any change of color
40 from the original paint **MUST BE APPROVED** by the Architectural Committee. No
41 bright color shall be allowed and colors in general shall be limited to earth tones, soft
42 blue, soft green, soft yellow, white, gray, and natural wood colors. Said changes or
43 alterations in plans duly submitted to the Committee shall be made only in the best

1 and continuing g interest of maintaining a superior tone and quality of architecture
2 throughout the sub division.

3
4 **3.3 Plans and Specifications**

5
6 No dwelling unit, garage, or outbuilding shall be constructed, erected,
7 commenced or placed upon any lot until a complete set of plans thereof including
8 front, side and rear elevations along with floor plans for each floor and basement,
9 exterior color schemes thereof and plot planning indicating and establishing the exact
10 location of any structure shall have been first submitted in writing to the Architectural
11 committee for approval and said approval obtained in writing from the Architectural
12 committee.

13
14 **3.4 Redecorating and Alterations**

15
16 If any redecorating or alteration of the exterior of any existing structure be
17 proposed without remodeling or adding to or effecting structural changes in any
18 existing structure in shall be necessary only to file an exterior color scheme of such
19 changes and to receive written approval of the Architectural Committee prior to
20 commencing said work. When the exterior, redecoration, alteration, addition, or
21 remodeling affects structural changes, the provisions of paragraph 3.3 must be
22 complied with.

23
24 **3.5 Approval of Plans, Alterations, and Color Change**

25
26 Approval by the Architectural Committee of any given plans, alteration, or
27 color change may b withheld due to noncompliance with any of the specific
28 requirements of this declaration of restrictions or due to reasonable disapproval of the
29 Architectural committee as to the location of the building site upon any lot,
30 appearance, construction material to be used therein or thereon, the lot grading plan
31 and the harmony of the proposed structure with the surrounding area and homes. At
32 no time shall the Architectural Committee action or any matter submitted before it
33 take more than forty-five (45) days from the date of said submission. In the event that
34 the Architectural committee approval or disapproval is not received at the end of said
35 forty-five days, then such submission shall automatically be deemed fully approved.

36
37 **ARTICLE IV**
38 **HOMEOWNERS ASSOCIATION**

39
40 **4.1**

41
42 **GALENA COUNTRY ESTATES HOMEOWNERS ASSOCIATION**
43 organized under the laws of the State of Nevada shall have the rights an powers set
44 forth herein and it shall perform each and very duty required of it by this declaration.

1 The general purpose of the Association is to further promote the common interest and
2 welfare of GALENA COUNTRY ESTATES property owners. The Association shall
3 also be the means for the promulgation and enforcement of all regulations necessary
4 to govern GALENA COUNTRY ESTATES.
5

6 **4.2 Members**

7

8 Every person who acquires title, legal or equitable, to any residence in
9 GALENA COUNTRY ESTATES shall thereby become a member of the Association
10 provided however that such membership is not intended to apply to those persons who
11 hold an interest in said site, merely as security of an obligation to pay money, e.g.,
12 mortgages, deeds of trust or real estate contract purchases. Each owner, by virtue of
13 being an owner and so long as he is an owner, shall be member of the Association.
14 One membership in the Association is appurtenant and any sale, transfer or
15 conveyance of the residence site shall operate to sell and/or transfer the appurtenant
16 membership without the requirement of express references thereto. Upon conveyance
17 of a residence site to a new owner, such new owner shall become liable for all dues
18 and assessments levied upon the membership and the association appurtenant to such
19 residence site after the date of such conveyance.
20

21 **4.3 Committees and Employees of Association**

22

23 The Association may establish committees, may engage a manager,
24 secretaries; engineers, auditor, legal counsel and other employees or consultants as
25 may be reasonably necessary for discharge of its duties hereunder. The expenses of a
26 committee, the salaries of a manager and other employees and the fees of consultants
27 shall be established and paid for by the Association. The Association shall pay all
28 other expenses necessary or incidental to the conduct or carrying on of its business.
29 The Association may delegate any of its duties, powers or functions to any person or
30 firm to act as manger provide that any such delegation shall be revocable upon notice
31 by the Association. The member of the Association shall not be liable for any
32 omission or improper exercise by the manager of any such duty, power of function so
33 delegated by written instrument executed by a majority of the Board. In the absence
34 of any appointment, the Chairman of the Association shall act as manger. The
35 Association, further, may obtain such fidelity bonds in such amount as it deems
36 advisable naming the manager and such other persons as may be designated by the
37 Association as principal and the owner as obliges.
38

39 **4.4 Audit of Books**

40

41 Any owner may at any time at his own expense, cause an audit of inspection to
42 b made of the books and records of the Association. The Association shall obtain an
43 audit of all books and records pertaining to the project at no greater than annual
44 intervals and furnish copies thereof to the owners.

ARTICLE V
POWERS AND DUTIES OF THE ASSOCIATION

5.1 Powers

The Association shall have all the powers to do any lawful thing that may be authorized or permitted to be done by the Association under this Declaration and to do and perform any act that may be necessary or proper for 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 against each owner of the lot and to enforce payment of such assessments in accordance with the provision of this Declaration. Each owner shall pay the Association, semi-annually, his pro rated share of the annual general assessment, which shall be established to pay for the following:

- a. Operation of the Association
- b. Utilities, insurance, accounting and any other items required to properly fulfill the duties of the Association.
- c. The construction, maintenance and repair of any common area, park, or individual lot in GALENA COUNTRY ESTATES.
- d. The payment of any taxes or assessments on Association property.

Notwithstanding the provision in the paragraph, the lots owned by Declarant, GALENA COUNTRY ESTATES, a Partnership, shall not be assessed a pro rata share of the annual general assessment until such time as ninety percent (90%) of all of the lots in GALENA COUNTRY ESTATES including any lots added thereto by annexation have been sold. The initial monthly assessment for each lot not owned by Declarant shall be in the sum of twelve dollars (\$12.00 each owner shall pay the Association semi-annually his pro-rated share of the annual general assessment

5.1.2 Special Assessments

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of the Association property. In addition, the Association shall have the authority to establish and affix a special assessment on any

1 residential site to secure the liability of the owner of such residence site to the
2 Association for nay breach by said owner of any of the provision of this Declaration
3 which beach shall require an expenditure by the Association to repair or remedy. The
4 Association my incur expenses for the maintenance and repair of the improvement of
5 any lot which causes the lot to become unsightly, unsanitary or hazardous, including
6 but without limitation to the maintenance of any and all fuel break areas on such
7 owner's lots in accordance with the applicable fire and safety codes, provided such
8 maintenance and repair is necessary in the sole discretion and opinion of the
9 Association to protect the project and provided the owner of such lot has failed or
10 refused to perform such maintenance or repair within one hundred twenty (120) days
11 of the written notice of the necessity of such maintenance or repair has been delivered
12 by the Association to such owner in the manner provided for notice or to commence
13 such work of repair or maintenance within said one hundred twenty (120) day period
14 and diligently pursue the same to completion within a reasonable time thereafter.
15 Any special assessments shall be come a lien against teach residence site in the same
16 manner otherwise provided in the Declaration. Any special assessment shall be
17 payable in full on the first day of the second calendar month next following the date
18 that at the same shall be established by the Association.

19 5.1.3 Liens

20
21
22 Each residence site within the subject property shall be subject to a lien to
23 secure the payment of the assessments established against it.

24
25 The Association shall have the sole authority to collect and enforce the
26 collection of all general and special assessments provided for in this declaration. In
27 addition to such assessments the Association may charge and assess costs (including
28 reasonable attorney's fees) and penalties and interest for the payment (late) of non-
29 payment thereof. The Association shall have the authority to expend all monies
30 collected from such assessments, costs, penalties and interest for the payment of
31 expenses and costs in carrying out the duties, rights and powers of the Association as
32 provided for in this Declaration. Thirty (30) days after any general or special charge
33 or assessment shall be due and payable and unpaid and not otherwise satisfied, the
34 same shall be and becomes delinquent and shall so continue until penalties and
35 interest as herein provide have been fully paid or otherwise satisfied.

36
37 At any time after any general or special assessment against any residence site
38 has become a lien and delinquents, the Association may record a Notice of
39 Delinquency as to such residence site which notice shall state therein the amount of
40 such delinquency and that it is a lien and the interest, costs (including attorneys fees)
41 and penalties which have accrued thereon, a description of the residence site against
42 which the same has been assessed and the name of the record or reputed record owner
43 thereof and such notice shall be signed by an Officer of the Association. Upon the
44 payment or other satisfaction of said assessments, interests, penalties, and costs in

1 connection with which notice has been recorded, the association shall record a further
2 notice stating the satisfaction and the release of the lien thereof.

3
4 Each lien established pursuant to the provisions of this Declaration by the
5 recording of a Notice of Claim of Lien may be enforced by sale by the Association, its
6 attorneys or other officer authorized to make the sale after failure of the owner to pay
7 such an assessment in accordance with its terms, such sale to be conducted in
8 accordance with the provisions of the covenants number 5, 7, and 8 of NRS 107.030
9 and in accordance with the provisions of NRS 107.080 and NRS 107.090 applicable to
10 the exercise of powers of sale and deeds of trusts, or in any other manner permitted by
11 law. In any such action, the Association shall be entitled to costs including attorney's
12 fees.

13
14 Declarant, as to the property covered by the Declaration and each residence
15 site embraced therein, has established and does hereby establish, reserve and impose a
16 lien thereon securing each assessment provided for by this Declaration together with
17 said costs, penalties and interest and Declarant does hereby assign to the Association
18 the right to collect and enforce the collection of the same in accordance with and
19 subject to the limitations contained in each of the provisions of this Declaration.

20
21 Each and every assessment and lien, together with a any costs, penalties, or
22 interest reserved under this Declaration shall be subordinate to any valid bona fide
23 mortgage or trust deed (and the lien and/or title thereof) which has been or may
24 hereafter be given in good faith and for value on any interest or any owner covered by
25 the Declaration. Any subsequent owner of any residence site purchased at foreclosure
26 shall be bound by the restrictions, conditions, covenants, reservations, assessments
27 and liens set out in this Declaration not including however, any assessment or lien
28 arising prior to the foreclosure sale.

29
30 **5.1.4 Right of Enforcement**

31
32 **a.** The Association in its own name and on its own behalf or on behalf of any owner of
33 a lot who consents, any member, any Declarant, any successor to Declarant, and the
34 County of Washoe as a third-party beneficiary as to certain provisions of the
35 paragraph as more particularly set forth in paragraph 5.3 below can commence and
36 maintain actions for damages or to restrain and enjoin any actual and threatened
37 breach of any provision of this Declaration, rules and regulations, or any resolution of
38 the Association of to enforce by mandatory injunction or otherwise all of these
39 provisions. The court in any such action may award the successful party reasonable
40 expenses in prosecuting such action including reasonable attorneys fees.

41
42 **b.** In the event the Association fails to enforce any of the provision set forth in
43 paragraph 5.3 of this Declaration, then the County shall be entitled to commence an
44 action as set forth in this Article to enforce such provisions by the levy of a special

1 assessment equally against all of the owners of the lots which special assessment shall
2 be secured by a lien against all of the lots in the manner provided in Article V hereof.

3
4 Notwithstanding the foregoing, the County shall be entitled to commence such action
5 only after:

6
7 1. The County has given reasonable notice (which shall be no less than thirty (30)
8 days) to the Association in the manner provided by paragraph 7.7 below describing
9 such violation or if no Association is in existence by publication of reasonable notice
10 in the newspaper of general circulation in Washoe County; and

11
12 2. The Association or the owners of the lots shall have failed to cure such violation
13 within a reasonable time thereafter to the reasonable satisfaction of Washoe County.

14
15 **5.2 Duties of the Association**

16
17 **5.2.1 The Common Areas**

18
19 "Common Areas" shall consist of all real property deeded to the Association
20 including any easements for use of recreational areas and any property deeded to
21 Washoe County or any state municipality including those properties defined in
22 paragraph 2.3 and for which the Association has assumed the obligation to maintain.

23
24 **5.2.2 Insurance**

25
26 The Association may purchase insurance for the interest of the Association and all
27 owners and their mortgages as their interest may appear in such amounts and with
28 such endorsements and coverage as shall be considered good sound insurance
29 coverage for properties similar in construction, location and use to the subject
30 property. Such insurance may include, but not be limited to:

- 31
- 32
- 33 a. Public liability and property damage insurance on a broad form bases;
- 34
- 35 b. Fidelity bond for all officers and employees of the Association having
- 36 control over the receipt or disbursement of funds in such penal sums as shall
- 37 be determined by the Association in course with its regulations;
- 38
- 39 c. Workman's compensation of employees;
- 40
- 41 d. Fire and vandalism insurance on any structure and/or landscaping.
- 42

43 The insurance carrier shall disburse proceeds of insurance as follows:

1
2 **a.** For any loss damage or destruction, the proceeds shall be paid to the
3 Association with an affirmative duty on the Association to rebuild or repair the
4 damage to which said insurance proceeds relate.
5

6 The Association shall use the net insurance proceeds to repair and replace any damage
7 or destruction of the property covered by such insurance. Any balance from the
8 proceeds of insurance paid to the Association remaining after satisfactory completion
9 of repairs and replacement shall be retained by the Association as part of a general
10 reserve fund for repair and replacement of such property. If the insurance proceeds
11 are insufficient to repair or replace any loss or damage, for the repair of which the
12 Association is bound hereunder, the Association shall levy a special assessment to
13 cover the deficiency.
14

15 **5.2.3 Operation and Maintenance of Association Property**

16
17 **A.** the Association shall operate, maintain and otherwise manage or provide for the
18 operation, maintenance and management of any and all Association property
19 including, but not limited to, any common areas in which the Association has a vested
20 present interest, all its facilities, improvements and landscaping including, but not
21 limited to any and all private driveways and private streets, any and all property
22 acquired by the Association including personal property and the park area as defined
23 in paragraph 2.3 herein. Such operations and management shall be conducted in a
24 first-class manner and the Association property shall be maintained in a good state of
25 repair. In this connection, the Association may enter into contracts for services or
26 materials for the benefit of the Association property. The term of any such service
27 contract shall not exceed one (1) year and shall be terminable by either party with or
28 without cause and without payment of a termination fee upon thirty (30) days written
29 notice.
30

31 **B.** Without limiting the rights and duties of the Association set forth in sub-paragraph
32 A above, the Association shall maintain all fuel break in the common areas which are
33 required to be maintained by the County or other governmental authority. In the event
34 any improvements are made into the common areas (whether or not such
35 improvements are made by the Association) then the Association shall have the
36 obligation to maintain the improvements in the common areas in compliance with
37 such applicable health, fire, and safety codes as may from time to time be in effect.
38

39 **5.2.4 Taxes and Assessments on Association Property**

40
41 The Association shall pay all taxes and assessments on Association property
42

43 **5.3 County is a Third-Party Beneficiary; Code Violations**
44

1 The County of Washoe, State of Nevada of other political subdivision in which
2 the property may hereafter be located ("the County") is hereby expressly made a third-
3 party beneficiary to the following provisions of this Declaration:
4

- 5 1. Right of enforcement of any breach as provided for in paragraphs 5.1.4.
6 And 7.3;
- 7
- 8 2. Right of enforcement against individual lot owners to maintain or repair
9 their properties as provided for in paragraph 1.24 and Article II.
- 10
- 11 3. The obligation of operating and maintaining association property and the
12 park as provide for in paragraph 5.2.3 and Article II.
- 13
- 14 4. Levy and enforcement of special assessments as provided for in paragraphs
15 5.1.2, 5.1.3, 5.1.3 and 5.1.4;
- 16
- 17 5. Prohibition on the subdivision of lots as provided for in paragraph 1.4;
- 18
- 19 6. The duration and amendment of the declaration as provided for in
20 paragraphs 7.1 and 7.2;
- 21
- 22 7. The payment of taxes and assessments of association property as provided
23 for in paragraph 5.2.4.
- 24

25 **ARTICLE VI**
26 **ANNEXATION**

27
28 **6.1**

29
30 The property, the subject of this Declaration of Covenants, Conditions and
31 Restrictions consists of *two hundred forty-five (245)* lots in GALENA COUNTRY
32 ESTATES and any subsequent units as developed. Declarant shall have the right and
33 power without obtaining a vote of the Association to annex to the GALENA
34 COUNTRY ESTATES SUBDIVISION additional adjacent lots which would also be
35 subject to these covenants, conditions and restrictions and the owners of such lots
36 shall become "Owners" as defined for membership in the Association, provided
37 however the total number of lots shall not exceed the total of *two hundred forty-five*
38 *(245)* lots.

39
40 **6.2**

41
42 In addition to the requirements for amending this Declaration as set forth in
43 paragraph 7.2 below, the provision of Article VI hereof shall not be amended without
44 the written consent of the Declarant and any and all successor Declarants.

1
2
3 **ARTICLE VII**
4 **MISCELLANEOUS PROVISIONS**
5

6 **7.1 Duration**
7

8 The provisions of this Declaration shall continue and be effective for a period
9 of forty (40) years from the date of recordation hereof and shall be automatically
10 extended for successive periods of ten (10) years each until the owners of seventy-five
11 (75%) of the lots within the project shall determine that the Declaration shall
12 terminate and notice thereof is recorded in the office of the Recorder of Washoe
13 County. The declaration shall not terminate without the written consent of the County
14 which written consent shall be evidence by a written instrument duly recorded in the
15 office of the County Recorder of Washoe County, Nevada.
16

17 **7.2 Amendment/Modifications**
18

19 No modifications, repeal or amendment to this Declaration shall be effective
20 or binding upon any party or upon any real property subject hereto or benefited hereby
21 unless an instrument in writing shall be duly recorded and unless it is executed by not
22 less than seventy-five percent (75%) of the property owners. Also, if the consent or
23 approval of Washoe County or any other governmental authority, mortgagee, or other
24 person, firm, agency or entity as required under this Declaration with respect to any
25 other governmental authority, mortgagee, or other person, firm, agency or entity as
26 required under this Declaration with respect to any amendment or revocation of any
27 provision of this Declaration, the no such amendment or revocation shall be effective
28 unless such consent or approval is obtained. The provision of paragraphs 5.3, 5.1.4,
29 5.2.3, Article II, 1.24, 7.1, 7.2, 7.3, 5.1.1, 5.1.2, 1.4, 5.1.3 shall not be amended in any
30 material respect without the written consent of Washoe County being first obtained.
31

32 **7.3 Enforcement and Waiver**
33

34 As provided in Section 5.1.4 and except as otherwise provided herein,
35 Declarant, any successor to Declarant, the Association, any member, and Washoe
36 County as to the provisions to which it has been expressly made a third-party
37 beneficiary shall have the right (but not the duty) to enforce any and all of the
38 covenants, conditions and restrictions now or hereafter imposed by this Declaration
39 upon the owners of lots or upon any of the projects; provided however, nothing herein
40 shall be construed as creating a third-party beneficiary contract in favor of the parties
41 who are not member of the Association except in favor of Washoe County as set forth
42 in paragraph 5.1.4.
43

1 **7.4 Lots Subject to Declaration**
2

3 The lots and all improvements located and to be located thereon are held and
4 shall be held, conveyed, encumbered, leased, rented, used, occupied and improved
5 subject to the above Declarations, all of which are for the development and
6 improvement of the lots and are intended to enhance and protect the value, desirability
7 and attractiveness of the lots as a whole, to mutually benefit said lots in favor of each
8 and all other lots, and to create reciprocal rights and privity of contract and estate
9 between all person acquiring or owning an interest in and to said lots including
10 Declarant and its grantees, heirs, devisees, successors, and assigns and shall be deemed
11 to run with the land or any portion thereof or interest therein and be a burden and
12 benefit to all such person including Declarant, its grantees, heirs, devisees, successors,
13 and assigns.
14

15 **7.5 Easements**
16

17 There are reserved for the benefit of each residence site easements for utility
18 services, satellite television systems, water works, drainage swales, and appurtenances
19 as indicated on the subdivision plat or constructed by the Declarant. Such easements
20 are never to be used for other purposes. In addition to these specific easements, all
21 residence sites shall be subject to and be servient tenement for an easement of entry
22 and of access for the installation and maintenance of utility lines, television systems,
23 utility meter boxes, water works, and for the performance generally of its rights and
24 duties as provided in this Declaration.
25

26 **7.6 Full Force and Effect**
27

28 Invalidation of any one of these covenants by judgment or court order shall in
29 no way affect any of the other provisions, which shall remain in full force and effect.
30 The breach of the foregoing conditions and restrictions, or nay entry by reason of such
31 breach shall not defeat or render invalid the lien of any deed of trust or mortgage on
32 said premises mad in good faith and for value, but in case of foreclosure and sale
33 hereunder whether judicial or non-judicial foreclosure, the purchasers shall take title
34 subject to all of said conditions and restrictions. Nothing contained herein shall be in
35 addition to other remedies provided by law or in equity.
36

37 **7.7 Notices**
38

39 All notices hereunder to the Association shall be sent registered or certified
40 mail to 1055 West Moana Lane, Suite 4, Reno, Nevada, 89509, or to such other places
41 as the Board may designate from time to time by notice in writing to all members. All
42 notices to any owner of a lot shall be sent by registered or certified mail to his lot or to
43 such other address as may be designated by him from time to time in writing to the
44 Association. All notices to a member who is not an owner of a lot shall be mailed to

1 such address, as such members shall designate in writing to the Association. All
2 notices shall be deemed to have been given when mailed except notices of change of
3 address, which shall be deemed to have been given when received, and except as
4 otherwise provided herein.

5
6 **7.8 Approvals**

7
8 Any consent or approval by the Association of Architectural Committee shall
9 be in writing.

10
11 **7.9 Construction and Severability; Singular and Plural; Titles**

12
13 **7.9.1. Restrictions Construed Together**

14
15 All of the covenants, conditions and restrictions of this Declaration shall be
16 liberally construed together to promote and effectuate the fundamental concepts of the
17 project as set forth in the Declaration.

18
19 **7.9.2 Restriction Severable**

20
21 The covenants, conditions, and restriction of this Declaration shall be deemed
22 independent and severable; and invalidity or partial invalidity of any provision or
23 portion shall not affect the validity or enforceability of any other provision.

24
25 **7.9.3 Singular Includes Plural**

26
27 The singular shall include the plural and the plural the singular unless the
28 context requires the contrary; and the masculine, feminine or neuter shall each include
29 the masculine, feminine and neuter the context requires.

30
31 **7.9.4 Captions**

32
33 All captions or titles used in this Declaration are intended solely for
34 convenience of reference and shall not affect that which is set forth in any of the
35 provision of any section.

36
37 IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year
38 first above written.

39
40 GALENA COUNTRY ESTATES

41
42 STATE OF NEVADA)
43) ss.
44 COUNTY OF WASHOE)

STATE OF NEVADA
COUNTY OF WASHOE

On this 14th day of April, 2007, personally appeared before me, Karen Szachara
a Notary Public, personally appeared Sam Macias, personally known to me (or proved on the basis
of satisfactory evidence) to be the person who executed the within document.

Sam Macias
Sam Macias

Karen Szachara
Notary Public



STATE OF NEVADA
COUNTY OF WASHOE

On this 14th day of April, 2007, personally appeared before me, Karen Szachara
a Notary Public, personally appeared Don Verhoef, personally known to me (or proved on the
basis of satisfactory evidence) to be the person who executed the within document.

Don Verhoef
Don Verhoef

Karen Szachara
Notary Public



STATE OF NEVADA
COUNTY OF WASHOE

On this 14th day of April, 2007, personally appeared before me, Stephanie Morris a
Notary Public, personally appeared Judy Baatrup, personally known to me (or proved on the basis
of satisfactory evidence) to be the person who executed the within document.

Judy Baatrup
Judy Baatrup

Stephanie Morris
Notary Public



STATE OF NEVADA
COUNTY OF WASHOE

On this 14th day of April, 2007, personally appeared before me, personally appeared before
me, Karen Szachara, a Notary Public, personally appeared John Lusak, personally known to me (or
proved on the basis of satisfactory evidence) to be the person who executed the within document.

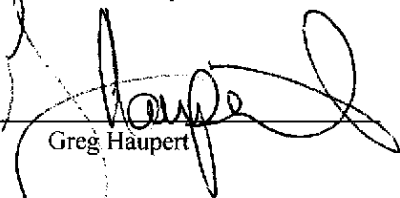
John Lusak
John Lusak

Karen Szachara
Notary Public

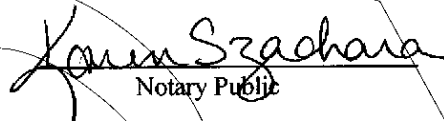


STATE OF NEVADA
COUNTY OF WASHOE

On this 14th day of April, 2007, personally appeared before me, Karen Szachara a Notary Public, personally appeared Greg Haupt, personally known to me (or proved on the basis of satisfactory evidence) to be the person who executed the within document.



Greg Haupt



Notary Public



