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Washoe County Recorder
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Pg 1 of 22 RPTT 0.00



APN # _____

Recording Requested by:

Name Incline Property Management

Address 876 Tanager

City/State/Zip Incline Village NV
89451

(for Recorder's use only)

Woodstock Declaration of Covenants
(Title of Document)
Conditions + Restrictions

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

Record & return

INCLINE PROPERTY MANAGEMENT
876 Tanager
Incline Village, NV 89451
775-832-0284



2940053
10/15/2003
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AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOODSTOCK HOMEOWNERS ASSOCIATION

A Condominium Project

THIS AMENDMENT amends, in its entirety, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded in the Office of the Recorder of Washoe County, State of Nevada, on September 3, 1987, as Document Number 1190079, and any and all previous amendments thereto, and concerns real property located in the County of Washoe, State of Nevada, described as follows:

All that real property, being a portion of Section 16, T16N., R18E., M.D.B.&M., more particularly described as follows:

Beginning at the Northeast corner of Woodstock Unit No. 2 (a condominium) filed in the office of the County Recorder of said County on July 17, 1973, File No. 294317; thence S 5°52'44" W 257.60 feet to a point on the North right-of-way line of State Highway 28; thence Westerly along a curve concave Northerly and having a radius of 19930.00 feet (a radial line to said point bears S 6°52'45" W) a central angle of 1°38'22", an arc distance of 570.27 feet; thence N 8°31'07" E 70.00 feet; thence N 42°28'21" W 127.15 feet; thence N 28°00'00" E 60.00 feet; thence N 49°00'00" E 120.00 feet; thence N 37°03'33" E 81.49 feet to a point on the South right-of-way line of Alder Avenue; thence Easterly along a curve concave Northerly and having a radius of 895.00 feet (a radial line to said point bears S 37°03'33" W) a central angle of 34°29'08", an arc distance of 538.69 feet to the Point of beginning of this description.

Also known as Woodstock II, a condominium, as more particularly described in that certain Judgment Quieting Title recorded July 18, 1994, as Document Number 1816634, Official Records of Washoe County, formerly within Woodstock I and II.



NOW, THEREFORE, it is Declared that all of the premises described herein including all of the condominiums and other improvements located and to be located therein are held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following declarations, all of which are declared and agreed to be in furtherance of a general plan for the development and improvement of the condominiums in the project and which are intended to enhance and protect the value, desirability, and attractiveness of the project as a whole and to mutually benefit each of the condominiums located and to be located thereon, and to create mutual equitable servitudes upon each of said condominiums in favor of each and all other condominiums thereon, to create reciprocal rights and priyity of contract and estate between all persons acquiring or owning an interest in and to said condominiums and their grantees, heirs, devisees, successors, and assigns, and which shall be deemed to run with the land or any portion thereof or interest therein, and be a burden and benefit to all such persons, and their grantees, heirs, devisees, successors, and assigns.

1. DEFINITIONS. Certain of the terms as used in this Declaration of Covenants, Conditions and Restrictions and in the Articles of Incorporation of WOODSTOCK HOMEOWNERS ASSOCIATION are defined and shall have meaning as follows, unless the context clearly indicates a different meaning:

a. Act. The "Act" means Chapter 117 of Nevada Revised Statutes and the provisions of Chapter 116 of Nevada Revised Statutes which apply to associations existing prior to January 1, 1992.

b. Articles. The "Articles" mean the articles of incorporation of the Association.

c. Association. The "Association" means the WOODSTOCK HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation.

d. Association Property. The "Association Property" means any property owned by the Association.

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

f. Board. The "Board" means the Board of Directors of the Association.

g. Building. A "Building" means a structure with two or more Units or portions of the Common Area under one roof.

h. Bylaws. The "Bylaws" mean the Bylaws of the Association.

i. Common Area. The "Common Area" means the entire Project excepting all



Units.

j. Condominium. A "Condominium" means an estate in real property as defined the Act and consisting of (a) a fee interest in a Unit, and (b) an undivided fractional interest in the Common Area, together with all easements, rights, and appurtenances belonging thereto.

k. County. The "County" means Washoe County, Nevada.

l. Declaration. The "Declaration" means this instrument and amendments thereto.

m. Deed of Trust. A "deed of trust" means a deed of trust or a mortgage encumbering a portion of the Project.

n. First Deed of Trust. A "first deed of trust" means a deed of trust or a mortgage having priority over all other deeds of trust encumbering the same portion of the Project.

o. Foreclosure. A "foreclosure" means a foreclosure of a mortgage or exercise of power of sale pursuant to a deed of trust.

p. Institutional Holder. An "institutional holder" is a mortgagee that is a bank, savings and loan association, established mortgage company, or other entity chartered under federal or state laws, or any corporation or insurance company, or federal or state agency.

q. Lease. A "lease" is any agreement for the leasing or rental of any portion of the Project.

r. Limited Common Area. The "Limited Common Area" means that portion of the Common Area that is appurtenant to a particular Unit and designated on the Map or by this Declaration as reserved for the use of the Owner of the appurtenant Unit to the exclusion of the Owners of the other Units.

s. Manager. The "Manager" means the person or entity designated by the Board to manage the affairs of the Project and to perform various other duties assigned by the Board and by the provisions of this Declaration.

t. Map. The "Map" means the map of Woodstock, a Condominium, Unit No. 2, filed in the Office of the County Recorder of Washoe County, Nevada, on July 17, 1973, as File No. 294317, as modified by the Judgment Quieting Title referred to above.

u. Member. A "Member" means every person or entity who holds a membership in the Association.



v. Mortgage. A "mortgage" means a mortgage or a deed of trust encumbering a portion of the Project.

w. Owner. An "Owner" means any person, persons, or entity owning a Condominium.

x. Project. The "Project" means the real property described on the Map including the land, buildings, and other structures and improvements now or hereafter thereon, together with all easements, rights, and appurtenances belonging thereto, and all personal property used in connection therewith and jointly owned now or hereafter by the Owners.

y. Rules and Regulations. The "Rules and Regulations" mean such rules and regulations as the Board from time to time may adopt concerning the use of the Project or any part thereof.

z. Unit. A "Unit" means the elements of a Condominium that are designated for separate ownership and not owned in common with the owners of the other Condominiums in the Project. The boundaries of a Unit are the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof, together with all fixtures and improvements therein contained (including the heating and air conditioning systems for the Unit, whether located within or outside of the Unit), as shown on the Map. The following are not a part of a Unit: bearing walls, columns, floors, and roofs (except for the interior surfaces of each), foundations, central heating systems and other service systems used by more than one Unit, if any, pipes, vents, ducts, chutes, conduits, wires (except the outlets of each where located within the Unit). The interior surfaces of perimeter windows and doors are the planes at which such surfaces are located when closed. The windows and doors themselves are part of the Common Area.

2. DESCRIPTIONS.

a. The boundaries of each Unit are the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof, and the Unit includes both the portions of the buildings so described and the airspace so encompassed.

b. The Common Area includes, but not by way of limitation, the land on which the Units are located, the roads, walkways, any perimeter fence or wall, lawn areas, trees, shrubbery and other plantings, parking areas and other land and improvements located in the Project, including storage areas, laundry rooms, perimeter walls of the Unit, floors, roofs, foundations, pipes, ducts, sewer lines, flues, chutes, conduits, wires, and other utility installations, services, and equipment, wherever located, except the outlets thereof when located within the unit, and all other parts of the Project, including personal property owned by the Association, necessary or convenient to its existence, maintenance and safety, or normally in common use, excepting from the Common Area the individual Units. In interpreting deeds and plans the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with original plans thereof shall be conclusively



presumed to be its boundaries rather than the metes and bounds expressed in the deed or plan, regardless of minor variances between boundaries shown on the plan or in the deed and those of the building. In the event any portion of the common elements encroaches upon any Unit or any Unit encroaches upon the common elements, as a result of the construction, reconstructions, repair, shifting, settlement, or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same exists so long as the encroachment exists.

c. There are or may be adjacent and appurtenant to Units, balconies and patio areas which are outside the perimeter walls of the Units but which are designed for the use of said Units, all of which shall be denominated Limited Common Areas. All such Limited Common Areas are limited to the exclusive use of the Owner of the Unit to which they are appurtenant but are part of the Common Area and are to be maintained by the Association.

d. A non-exclusive easement for ingress and egress through the common areas is granted to each Unit Owner, which easement shall be appurtenant to each Unit, and the Common Area is subject to such easements. The use of such easement is subject to regulation by the Board.

3. PARTY WALLS.

a. A party wall is erected for the benefit of the owner of the living unit on either side of the center line of such wall, and each such owner shall maintain that portion of such party wall or party walls adjacent to the boundaries of his living unit at all times in good order and repair, and no party wall, its footings or any portion thereof, shall be removed, damaged, injured, or destroyed, or shall the same be altered, added to, enlarged or extended except only for the purpose of maintaining or repairing the same, or repairing pipes, vents, electrical wiring or sewer enclosed within the party wall, unless upon the prior consent of the Association or Declarant.

b. The cost of repair or re-erection of a party wall shall be borne by the owners of the living units on either side thereof proportionately, based upon the extent and nature of such repair or re-erection, and in the event of a dispute between the responsible parties as to the apportionment of such costs, the Association shall fix and apportion them to and between the responsible parties and the determination of the Association shall be conclusive and binding.

c. In the event of the failure of any owner or owners properly to maintain a party wall, the Association shall maintain the party walls and perform all works of restoration and repair as may be necessary in its sole discretion. In such event, the Unit of the responsible party or parties shall be subject to, and the Association shall fix and establish, a special charge and assessment to the affected Units for the payment of such costs.

d. In the event that there shall be located within any party wall, pipes, vents, outlets or other structures serving more than one living unit, the owner of such living unit so served and the Association shall have and enjoy a perpetual easement as to the maintenance and use of any such pipe, vent, outlet or other structure.



e. The Association shall have no further responsibility for the maintenance of the party walls, except that should the foundation or footings supporting any party wall be damaged or destroyed the repair and restoration thereof shall be the exclusive responsibility of the Association.

4. STATEMENT OF PURPOSES OF CONDOMINIUM USE. The Project is intended for residential use and each Unit shall be occupied and used only for private residential purposes by the Owner and his family, or by renters, lessees or guests of the Owner except as hereinbelow provided. No Unit shall be divided into two or more separate apartments or living units or subdivided in any manner. This restriction shall not be construed to prohibit Owners, including Declarant, from leasing their Condominiums so long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof, and lessees shall have the same privileges of use as Owners, but the Owner shall at all times be responsible for any and all activities of the Owner's lessees in the use of the premises. No Unit Owner may lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. Owner's are responsible for the acts of their tenants and guests. The following provisions, together with the provisions of the Rules and Regulations, are in furtherance of these purposes:

a. No use shall be made of any part of the Project which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Project or which is in violation of any law, ordinances, or governmental regulation applicable thereto. No use shall be made of any part of the Project which will increase the rate of insurance on the Common Area, or Limited Common Area, without prior written consent of the Board, which consent may be withdrawn whenever in the discretion of the Board it seems such withdrawal to be in the best interest of the Project.

b. No business or commercial enterprise shall be performed or conducted within any Unit.

c. The Board shall have the power to adopt, amend, and repeal Rules and Regulations as it deems reasonable. The Rules and Regulations shall govern the use of the Common Area by all Owners and their families, guests, invitees, contract purchasers, tenants, or their respective family members, guests, or invitees. However, the Rules and Regulations shall not be inconsistent with or materially alter any provisions of this Declaration, the Articles, or the Bylaws. A copy of the Rules and Regulations as adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Such Rules and Regulations, as amended from time to time, shall be effective upon such mailing or delivery, or upon such other later date specified in such Rules and Regulations. The Board may suspend the voting rights and right to the use of the facilities by an Owner for any period during which any assessment against his Unit remains unpaid and may suspend for a period not to exceed sixty (60) days these same rights of an Owner for any infraction



of the Association's rules and regulations.

d. None of the rights and obligations of the Owners created herein, or in any deed conveying a Condominium from Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structures or due to settling or shifting of structures. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners, or his contractors, agents, or lessees.

e. There shall be no judicial partition of the Project, or of any part thereof, nor shall Declarant or any Owner acquiring any interest in the Project, or any part thereof, seek any such judicial partition unless and until the Project is terminated in accordance with the procedures set forth herein; provided, however, that if any Condominium shall be owned by two or more persons nothing herein contained shall be deemed to prevent a judicial partition as between co-owners.

5. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO.

a. The real property which shall be held, used, leased, sold and conveyed subject to this Declaration is the property described on Page 1 of this Declaration and as described in that portion of the Judgment Quieting Title recorded in the Office of the Recorder of Washoe County, State of Nevada, on July 18, 1994, as Document Number 1816634 which relates to the Map described above.

b. All easements and rights of way granted for the use and benefit of the project.

6. INSURANCE.

a. Insurance to be Obtained. The Association shall obtain and maintain in full force and effect at all times insurance coverage provided by companies duly authorized to do business in Nevada as set forth in this Article.

b. Casualty Insurance. The Association shall obtain insurance equal to full replacement value (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation, and other items normally excluded from coverage) on the Project (including all building service equipment and the like and any fixtures or equipment within the Project owned by the Association), or such other limits as the Association may deem desirable. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions and inflation clauses as in the Association's opinion are consistent



with good business practice.

c. Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Common Area. The liability insurance shall name as separately protected insureds the Association, the Board, and their representatives, members, and employees, with respect to any liability arising out of the maintenance or use of any Association Property. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against the Board, and their representatives, members, and employees.

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

e. Directors and Officers Insurance. The Association shall purchase and maintain an errors and omissions policy covering the acts of the Directors and Officers of the Association.

f. Fidelity Insurance. The Association shall purchase in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

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

h. Premiums and Review. Except as provided above, premiums for all the foregoing insurance carried by the Association shall be a common expense and shall be included in the assessments or charges made by the Association. The Board shall review the limits of all insurance policies of the Association at least once a year and adjust the limits as the Board deems necessary or appropriate.

i. Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to this Declaration. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

j. Owner's Insurance Responsibility. In addition to the insurance required herein, the following insurance coverages shall be the responsibility of each respective Owner:



insurance on furnishings, fixtures, improvements and equipment within the Owner's Unit; insurance on items of personal property placed in the Unit by Owner; insurance for casualty and public liability coverage within each Unit; insurance coverage for activities of the Owner, not acting by the Association, with respect to the Common Area; and insurance against loss from theft on all personal property placed on the Unit by the Owner.

7. Damage or Destruction. In the event of damage to or destruction of any Unit, Common Area or Limited Common Area, as a result of fire or other casualty:

a. The Board shall arrange for the prompt repair and restoration of the damaged or destroyed property (Association Property, Unit, Common Area, and Limited Common Area), other than the personal property of the Owners, and the Board shall disburse any insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repair and restoration in excess of the said insurance proceeds shall constitute a common expense, and the Board may with the affirmative power assess the Owners for such excess in accordance with the interest in the Common Area. If the cost of such repair and restoration is less than the amount of said insurance proceeds, then the excess of said insurance proceeds over said costs shall be distributed by the Board to the Owners and their mortgagees, as their interests may appear in accordance with their interests in the Common Area. In the event that the Project is damaged or destroyed to the extent of less than 75% of its value, unless the Owners determine otherwise in accordance with Paragraph 7(c) hereof, the mere arrangement by the Board for the repair and restoration of the damaged or destroyed said property shall be deemed a determination by the Association to repair, reconstruct and rebuild.

b. If the Project is destroyed to the extent of 75% or more of its value, the Board shall call for a vote of the Owners of the Project before effecting any repairs. The determination of the extent of such destruction when made in good faith by the Board shall be conclusive. If the Owners vote in favor of such repair, the Board shall proceed with such repairs as set forth herein. In the absence of a unanimous vote by the Owners, the Board shall record at the Washoe County Recorder's Office a notice of termination, and upon the filing of said notice the said property shall be deemed to be owned in common by the individual Owners. Any liens on any Condominium shall be deemed to be transferred to the undivided interest of the Owner of said encumbered Condominium in accordance with the then existing priorities; and upon the recording of said notice the said property shall be subject to a petition by any Owner to the Board for its sale and for partition of the net proceeds of such sale. In the event of such a petition, the said property shall be sold, as a whole or in part and at one or more sales, upon such terms and conditions as the Board in its sole discretion deems in the best interest of the Owners; and the net proceeds of such sale or sales, together with the net proceeds of insurance on said property, if any, shall be considered as one fund and shall be divided by the Condominium Board among all the Owners in proportion to their respective undivided interests in said property after first paying out of the share of such Owner, to the extent sufficient for that purpose, the amount of any unpaid liens on his undivided interest in the order of the priority of such liens. All memberships in the Association formerly appurtenant to the Condominiums shall be null and void.



c. Notwithstanding the provisions of subparagraphs (a) and (b) hereinabove, the Owners by a unanimous vote may elect to sell said property, in which event the said property shall be sold and the net proceeds thereof, together with the net proceeds of insurance on said property, if any shall be divided in accordance with the provisions of said subparagraph (b). In the event of any sale or sales, either under said subparagraph (b) of this subparagraph, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Owners, any instruments necessary or required to effect such sale or sales and each Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

8. EXTENT OF OWNERSHIP AND POSSESSION BY OWNER. Subject to the provisions of this Condominium Declaration, each Owner is entitled to exclusive ownership and possession of his Unit. Except as herein provided, each Owner owns an undivided one sixty-second (1/62) interest in the Common Area, including Limited Common Area. No undivided interests described herein shall be separated from the Unit to which it appertains, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Condominium Declaration, each Owner may use the Common Area excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he does not hinder or encroach upon the lawful rights of the other Owners.

9. OWNER'S OBLIGATION TO REPAIR. Each Owner shall at his own expense keep his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall make, at his own expense, all repairs to appliances and plumbing facilities within his Unit, all fixtures therein, all water, electric, gas and sewer lines, and heating facilities lying within the perimeter of the Unit walls and to any air conditioner which may be located in the perimeter wall of the Unit. Each Owner shall have a duty to all other Owners and to the Association to maintain all such facilities in good order and repair and in such a manner that no damage is caused to the property of any other Owner or the Association. The Owner shall do all painting, maintenance, and repair which may at any time be necessary to maintain the good appearance and condition of the interior surfaces of the Limited Common Area of which he has exclusive use, excepting the painting, maintenance, and repair of exterior surfaces described herein to be maintained by the Association. Owner shall not perform any of such exterior surface painting, maintenance or repair, or repair or maintenance of the structural portions of the parking area, balconies, or patios. Each Owner shall immediately notify the Manager or a member of the Board of any damage to or malfunction of any pipe, wire or any other utility installation which is in the Common Area or within his Unit. Each Owner shall also, at his own expense, keep the Limited Common Area appurtenant to his Unit in a clean, attractive, neat, and sanitary condition. All such maintenance of Owner described in this paragraph is to be at the sole cost and expense of the particular Owner.

10. PETS, PARKING, T.V. AERIALS, AND NUISANCES. No animals, except



customary household pets, shall be kept by any Owner in and about the Project, nor shall any Owner ride or permit to be ridden any horse or other animal within the Project. All motor vehicles, including, but not limited to, automobiles, trucks, motorcycles, snowmobiles, campers, and all boats and trailers shall be parked only in the areas designated by the Board. No Owner shall park any disabled or inoperable motor vehicle within the Project. No Owner shall erect or install or cause to be erected or installed any television aerial, satellite dish, radio aerial, or other aerial on the exterior of his Unit without first having obtained the express written permission of the Board. No Owner shall maintain, cause to be maintained, or permit to be maintained any nuisance in and about the Project. The Board shall, in its sole discretion, determine what shall constitute a nuisance. No Owner shall store articles outside of his Unit unless the articles are placed inside any standard storage containers, shelves, or bins provided by the Association or approved by the Board, which storage containers, shelves, or bins shall be consistent in appearance and decor throughout the Project.

11. LEASING OR TRANSFER. All fees, charges, assessments, interest, penalties, and special assessments levied against the Unit proposed by any Owner to be transferred or leased as provided in this paragraph shall be fully paid to the Association to the extent that the same has not been waived by the Association in writing before said transfer, lease or sublease shall be effective.

12. STRUCTURAL CHANGES AND EXTERIOR APPEARANCE OF UNIT. No Owner shall, without first obtaining written consent of the Board, make or permit to be made any structural alteration or structural improvement in or to his Unit or in or to any other part of the Project. No Owner shall take any action or permit any action to be taken that will impair the structural soundness or integrity or safety of any building or other structure in the Project or impair any easement or right or personal property which is a part of the Project, without written consent of all Owners. No Owner shall paint, decorate, change, or add any item to any portion of the exterior of any building or other structure in the Project or any Common Area or Limited Common Area therein without first obtaining written consent of the Board. No Owner shall keep or permit to be kept any unsightly object or objects in and about his Unit which are visible from the exterior of such Unit. The determination of what is unsightly shall be in the sole discretion of the Board.

13. ENTRY FOR REPAIRS. The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agents, to enter any Unit when necessary in connection with any repair, maintenance, or construction for which the Board is responsible or the enforcement of the Rules and Regulations and shall have the irrevocable right, to be reasonably exercised by the Board or its agents to enter any Unit when the Owner thereof is absent for the purpose of making emergency repairs necessary to prevent damage to other parts of the Project or to enter any Unit to effect necessary repairs which the Unit Owner has failed to perform after written notice to him concerning such repairs. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused by the negligence of the Association in such entry shall be borne by the Association.

14. NOTICE OF TRANSFER. Immediately after any approved transfer of title to any Unit, either the transferring Owner or the acquiring Owner shall give notice to the Board of such



transfer, including the name and address of the acquiring Owner and the date of transfer.

15. ASSOCIATION MEMBERSHIP.

a. There shall be one membership in the Association appurtenant to each Unit in the Project. The membership shall be in the holder of a fee simple interest in the Unit or the Buyer under a Contract of Sale.

b. Except as herein provided, each member shall be entitled to one vote for each Unit owned by him. In the case of a Unit held by two or more persons, the voting power shall be exercised by just one Owner who shall be designated in writing by all the Owners or, in the absence of such designation by the Owners, shall be selected by the Board.

c. No membership may be severed or separated from the Unit to which it is appurtenant, and any sale, transfer, or conveyance of such Unit shall operate to sell or transfer the appurtenant membership without the requirement or express reference thereto.

16. POWERS AND DUTIES OF THE BOARD. The Board shall be composed of members of the Association and shall have the powers and duties specifically conferred upon it by the Act, the Condominium Declaration, the Articles and Bylaws adopted pursuant thereto, and Chapters 81 and 78 of the Nevada Revised Statutes, and shall also have all other powers and duties necessary for the administration of the affairs of the Association and the Project and the enforcement of the provisions hereof, including, without limiting the generality of the foregoing:

a. The power and duty to pay for the following items out of Common Expenses:

i. Trash collection, snow removal, water, sewer, electrical, telephone, and gas and any other necessary utility service for the Common Area, the Association property and (to the extent not separately metered or charged), for the Units.

ii. A policy or policies of fire insurance, with extended coverage endorsements, as required by this Declaration.

iii. A public liability insurance policy or policies as required by this Declaration.

iv. Vehicle liability and property damage insurance insuring any vehicles purchased by the Association for the use of employees of the Association naming such employees as insureds thereunder.

v. Such other insurance, including State Industrial Insurance, as required by law or by the provisions of this Declaration.



vi. Any legal and accounting services necessary or proper for the execution of its functions.

vii. Such maintenance, repair, and all gardening and landscaping of the Common Area, in order to maintain such landscaping in good condition and appearance.

viii. The cost of repair and maintenance of all utility services, lines, and equipment, including sewer lines, located outside of the boundaries of any Unit in order to keep such utilities and services in good condition, excepting therefrom any air conditioner unit located in the perimeter wall of the Unit. The Board, at its sole discretion, may assess an Owner (or such repairs if such repairs were necessitated by the negligence or willful conduct of that Owner.

ix. The cost of painting, repair, replacement and maintenance of all exterior walls, roof and other exterior surfaces and structural portions of the Unit and the Limited Common Area, including any storage containers, shelves, or bins provided by the Association, reasonably necessary to keep all such exterior surfaces and structures in good condition, in conformity with current building practices, attractive, and in harmony with the decor of the Project.

x. Such furnishings, tools, equipment, appliances, and other personal property for the Common Area and for Association Property as the Board shall determine are necessary or proper, and the Board or Manager shall have the exclusive right and duty to acquire and repair and maintain the same.

xi. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is authorized to secure or pay for pursuant to the terms of the Condominium Declaration or Bylaws (including, without limitation, any emergency repairs to any Unit which in the discretion of the Board are necessary to prevent damage to other parts of the Project), or which in its opinion shall be necessary or proper for the operation of the Common Area, the Limited Common Area, the Association Property or for the enforcement of the Condominium Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Units, the cost thereof shall be specifically assessed to the Owners of such Units.

xii. Maintenance or repair of any Unit if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Area or preserve the appearance and value of the Project, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner. In such case the Board shall levy a special assessment against said Owner for the cost of said maintenance or repair which shall be paid in full when billed unless the Board shall provide otherwise.

xiii. The Board's power shall be limited in that it shall have no authority to



acquire and pay for out of Common Expenses, capital additions and improvements having a cost in excess of TEN THOUSAND DOLLARS (\$10,000.00) unless such additions or improvements have been approved by a majority of the members of the Association. As used herein, "capital improvement" or "capital addition" relates only to a new capital improvement or addition. No approval by the members shall be required to replace existing capital improvements, to make expenditures from any capital replacement reserve or to make any improvements to existing structures. When replacing or repairing existing structures or improvements, the Board may bring such structures or improvements to current building practices and codes and otherwise improve the existing structures without such construction being considered a capital addition or improvement.

xiv. The Association shall have an express affirmative duty to perform all requirements of this paragraph.

b. The power and duty to designate a banking institution or institutions as depository for the Association's funds; and the officer or officers from time to time authorized to make withdrawals therefrom and to execute obligations on behalf of the Association.

c. The power to borrow money, or to purchase goods on credit in behalf of the Association, for Association purposes. A resolution by the Board that the interest of the Association requires the borrowing of money or establishing credit shall be sufficient evidence for any person that the borrowing of money or establishing a credit is for a proper purpose. Any borrowing or establishing of credit in excess of \$10,000.00 shall require the affirmative vote of seventy-five percent (75%) of the Owners.

d. The power and duty to adopt, amend, repeal and enforce Rules and Regulations.

e. The Board shall have the exclusive right to contract for a period of one (1) year for all such goods, services and insurance referred to herein, which right may be delegated by it. No service contract shall be for a longer period than one (1) year but may be renewable by agreement of the parties for successive one (1) year periods. Any service contract for a period in excess of one year must be approved by a vote of 51% of the membership entitled to vote. Any management agreement for the Project shall provide that it may be terminated by the Association for good cause upon thirty (30) days advance written notice. The Board may engage the services of a professional Manager to manage the Project, as well as the services of any other personnel as the Board may determine to be necessary, whether such personnel are employed directly by the Board or are furnished by the Manager. The Board may delegate certain of its powers and duties to such Manager, if any, in order for such Manager to carry out its duties.

17. COMMON EXPENSES.

a. The Association shall operate on a calendar-year basis.



b. Within thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the Common Expenses for the twelve (12) month period commencing the following January 1st less any surplus in the Common Expense fund for the fiscal year just ended. The estimate shall include a reasonable amount as a reserve for contingencies, replacements and capital improvements. The Common Expenses shall also include any amounts necessary to make up any deficit for said fiscal year just ended, any amounts required by an excess of repair and restoration costs over insurance proceeds and any other amounts required by the terms of this Declaration or the Act. Common Expenses shall be assessed in accordance with Unit ownership. If said estimated sum proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment. Each Owner shall be obligated to pay to the Board of Directors the assessments made against him, and such payments shall be due in equal monthly installments on or before the first day of each month during the twelve (12) month period commencing with said January 1st, or, in such other reasonable manner as the Board shall designate. Upon an Owner's failure to pay any amount of such assessment when due, then the Board may accelerate the balance of such yearly assessment, that is, declare the entire amount of such assessment immediately due and payable although the time for payment of such sum as provided herein shall not have arrived. In the event a Condominium is rendered uninhabitable by fire or other casualty, the Board, in its discretion, may abate all or a portion of the Common Expenses assessed against the Owner of said Condominium while it remains uninhabitable.

c. Common Expenses shall be assessed upon all Units.

d. The failure of the Board to fix the assessments for such a twelve (12) month period prior to the commencement of such a period shall not be deemed a waiver or modification in any respect of the provisions hereof, or a release of the Owners from the obligation to pay the assessments, or any installment thereof for such period, but the assessment fixed for the preceding twelve (12) month period shall continue until a new assessment is fixed. No Owner may exempt himself from liability for his assessment for the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

e. All funds collected hereunder shall be expended for the purpose designated herein.

f. The Board's powers in regard to increasing the yearly assessment as set forth above shall be limited in that the Board shall have no authority to increase the maximum yearly assessment more than twenty percent (20%) over the previous year without a vote of two-thirds of the membership of the Association.

18. ASSESSMENTS.

a. Pursuant to the powers granted to it in its Articles and Bylaws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all Units in the Project, including those of Declarant. Such assessments shall be uniform as to



Association membership. All costs and expenses incurred in connection with operation, maintenance, repair, including all taxes, or making improvements on areas held in undivided interest shall be borne by the Owners and not the Association.

b. Within thirty (30) days prior to the commencement of each calendar year the Board shall consider the current and future needs of the Association, excluding expenditures for which Special Assessments may be levied, and, in light of those needs, shall fix by resolution the amount of annual assessment for purposes, other than capital improvements or acquisitions, to be levied against each lot in the Project, which amount shall be a debt of the Owner at the time such charge is made.

c. Special assessments may be made by the Board upon an affirmative vote of a majority of the membership representing Units so assessed, upon determination by the Board that such assessment is necessary for capital improvements of Association property or for purposes related to the health, safety and welfare of such lot owners or for the acquisition of additional Association property. No such special assessment shall be levied without benefit of a hearing for which at least thirty (30) days advance written notice shall be given to all affected Unit Owners. Special assessments may be made by the Board against any Unit to secure the liability of the Owner thereof to the Association arising out of any breach of the provisions of this Declaration by such Owner, which breach requires the Association to expend funds by virtue thereof.

d. The Board's secretary shall mail to each Owner whose Unit is assessed, at such Owner's address within the development, written notice of each annual or special assessment and the time and manner for payment thereof at least thirty (30) days prior to the time such assessment is due and payable to the Association.

e. Annual assessments shall be paid monthly on the first day of each month. The amount of any special assessment levied by the Association shall be paid to the Association on or before the date fixed by resolution of the Board. If any assessment payment is not paid on the date required, with ten (10) days grace, the entire amount of such assessment including any deferred portion of an annual assessment, plus any other charges thereon, including interest at twelve percent (12%) per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the Unit assessed at the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. The Association may foreclose its lien by sale in accordance with the procedures set forth in 116.31163 of Nevada Revised Statutes. A certificate executed and acknowledged by the Board stating the indebtedness secured by the lien upon any Unit shall be conclusive upon the Board and the Owner as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and at a reasonable fee. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.



f. Conveyance of any Unit shall not affect any lien for assessments provided herein. The priority of such lien shall be as set forth in 116.3116 of Nevada Revised Statutes.

g. Upon request, and for a reasonable fee, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

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

i. The Board may adopt a fiscal year other than the calendar year.

19. MORTGAGE PROTECTION. Notwithstanding all other provisions hereof:

a. The liens created hereunder upon any Unit shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first deed of trust upon such interest made in good faith and for value and such liens created hereunder are extinguished on any foreclosure of such first mortgage, except as provided by 116.3116.2 of Nevada Revised Statutes, provided that after the foreclosure of any such mortgage there may be a lien created on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

b. Any institutional holder of a first deed of trust on a Unit in the Project will, upon request, be entitled to: (i) inspect the books and records of the Project during normal business hours; (ii) receive an annual audited financial statement, if any, of the Project within ninety (90) days following the end of any fiscal year of the Project; and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

c. There shall be no abandonment or termination of the Project, except for abandonment or termination provided by the provisions of this Declaration relating to destruction or the provisions relating to condemnation, without the prior written consent of each institutional holder of a first deed of trust on Units in the Project.

d. No amendment to this paragraph shall affect the rights of the holder of any such deed of trust recorded prior to recordation of such amendment who does not join in the execution hereof.

20. CONDEMNATION. In the event of a taking in condemnation or by eminent domain of part or all of the Common Area, the award made for such taking shall be payable to the Board. The Association shall take a vote of the Owners of the affected Common Area within sixty



(60) days of such taking and if a majority of the voting power approve the repair and restoration of such Common Area, the Board shall arrange for the repair and restoration of such Common Area. The Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Owners do not so approve the repair and restoration of such Common Area, the Board shall disburse the net proceeds of the award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage as set forth above. Any institutional holder of any first deed of trust on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition.

21. WAIVER. The failure of the Board or Manager to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Condominium Declaration or of the Bylaws, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board or Manager of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board or Manager.

22. LIABILITY OF THE BOARD. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith and except as provided hereinbelow. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Declaration, the Articles, or Bylaws. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interests of all the Owners in the Common Area. The provisions of this Paragraph do not apply to and shall not preclude claims for property damage and bodily injury by Owners against the Board or any other insured under the liability insurance required this Declaration.

23. ENFORCEMENT. Each Owner shall comply strictly with the provisions of this Condominium Declaration and the Rules and Regulations as the same may be lawfully amended from time to time and with decisions adopted pursuant to this Declaration and Rules and Regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board or Manager on behalf of the Owners, or in a proper case, by an aggrieved Owner, in addition to any other remedies provided herein or by law.

24. NOTICES. All notices hereunder to the Association, the Board, and the Manager shall be mailed to the Board or Manager at the Project, or to such other address as the Board may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be mailed to the Owner's address as may be designated by the Owner from time to time, in writing, to



the Board. In the event any Owner fails to designate such address, the address to which tax statements are forwarded by the Washoe County Tax Assessor may be used. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

25. INVALIDITY. The invalidity of any part of this Condominium Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration.

26. VOTING REQUIREMENTS. Whenever by the terms of this Declaration, or the terms of any other document governing the affairs of the Association, the vote of the members is required to approve a proposed action, the number of votes required to approve such action shall be determined by counting only those members entitled to vote. Eligibility to vote shall be as set forth in the Bylaws of the Association.

27. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

28. AMENDMENT. Except as otherwise provided herein and in the Act, as amended from time to time, the provisions of this Condominium Declaration may be amended by the consent of seventy-five percent (75%) of the Owners, which amendment shall be effective upon recordation in the official records of Washoe County, Nevada, provided that the prior written approval of each institutional holder of a first deed of trust on any Unit in the Project is obtained as to any of the following amendments: (a) an amendment which would change the percentage interests of the Unit Owners in the Project, and (b) an amendment affecting the requirement of any provision of this Declaration that approval be obtained from such first deed of trust holder.

29. EVIDENCE OF VOTE OF OWNERS. Any action taken by a vote of the members of the Association may be evidenced by a certificate of the Secretary of the Association duly executed stating the action taken, the manner in which it was taken, (i.e., by vote at a meeting, by written consent, by written ballot, etc.) the total voting power of all members of the Association, and number of votes cast in favor of such action. Such certificates shall be conclusive evidence of action by the members of the Association as to third persons relying thereon, and such a certificate showing action of the Owners in amending this Declaration or the Articles may be recorded as evidenced by such action.

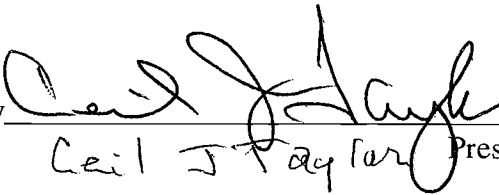
30. LIMITATION OF LIABILITY. The liability of any Owner for performance of any provision hereof shall terminate upon sale, transfer, assignment, or other divestiture of said Owner's entire interest in his Condominium with respect to obligations arising hereunder from and after the date of such divestiture. Any purchaser or transferee from any Owner shall be bound by the provisions hereof.

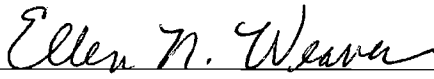


31. TIME OF THE ESSENCE. Time is expressly declared to be of the essence of this Declaration and of every provision hereof in which time is an element.

IN WITNESS WHEREOF, the undersigned have executed this Amended Declaration of Covenants, Conditions and Restrictions.

WOODSTOCK HOMEOWNERS ASSOCIATION

By 
Cecil J Taylor President

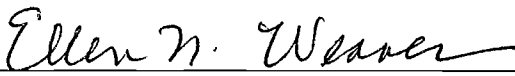
By 
Ellen N. Weaver Secretary

CERTIFICATE OF SECRETARY

OF

WOODSTOCK HOMEOWNERS ASSOCIATION,
A Nevada nonprofit corporation

The undersigned, Secretary of WOODSTOCK HOMEOWNERS ASSOCIATION hereby certifies that the foregoing Amended Declaration of Covenants, Conditions and Restrictions of WOODSTOCK HOMEOWNERS ASSOCIATION, was adopted by the members of WOODSTOCK HOMEOWNERS ASSOCIATION after the vote or written consent of not less than a 75% majority in interest of the owners in the project pursuant to paragraph of the Declaration of Covenants, Conditions and Restrictions of WOODSTOCK HOMEOWNERS ASSOCIATION, recorded in the Office of the County Recorder of Washoe County, State of Nevada, on September 3, 1987, as Document Number 1190079.

By 
Ellen N. Weaver Secretary



STATE OF Nevada)
COUNTY OF Washoe) SS.

On this 10 day of Oct, 200³7, personally appeared before me, a Notary Public, Sharon R. Rains, who is President of WOODSTOCK HOMEOWNERS ASSOCIATION, personally known or proved to me to be the person who executed the above instrument on behalf of said corporation, and acknowledged to me that he/she executed the same for the purposes therein stated.

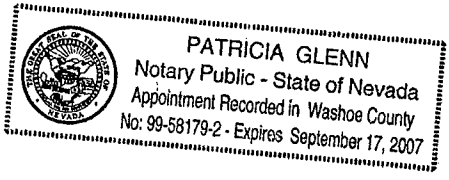
Sharon R. Rains
Notary Public



STATE OF Nevada)
COUNTY OF Washoe) SS.

On this 8 day of October, 200⁰⁷7, personally appeared before me, a Notary Public, Patricia Glenn, who is ~~President~~ of WOODSTOCK HOMEOWNERS ASSOCIATION, personally known or proved to me to be the person who executed the above instrument on behalf of said corporation, and acknowledged to me that he/she executed the same for the purposes therein stated.

Patricia Glenn
Notary Public



When Recorded Return to:
Incline Property Management
876 Tanager
Incline Village, Nevada 89451