

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made this ____ day of _____, 1996, by
BILL OESTERLE AND SHIRLEE HANSEN, hereinafter collectively "Developer".

p r e a m b l e

A. Developer is the owner of certain real property described at Exhibit A attached hereto (the Property) and desires to create thereon a residential community; and

B. Developer intends to develop the Property as the Indian Ridge project ("the Project"). The entire Project may consist of several phases. Developer envisions 34 residential lots if the Project is fully completed. The first phase of the project will consist of three (3) residential lots. Each lot will be approximately five (5) to seven (7) acres in size. The lots shall not be subdivided.

C. Developer desires to provide for the preservation of the values and amenities in said community, and to this end, desires to subject the Property, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

D. Developer hereby declares that all of the Property shall be held, occupied, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and, unless otherwise stated, shall be binding on all parties having right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

X _____
Bill Oesterle

X _____
Shirlee Hansen

AFFIDAVIT - TERMINATION OF JOINT TENANCY

(Death of a Joint Tenant)

CHERYL WARD, of legal age, being first duly sworn, deposes and says:

1. CAROL McBIRNEY and MYRTLE McBIRNEY acquired title as joint tenants to a parcel of real property situated in Lincoln County, Nevada, by Grant, Bargain, Sale Deed: Mobile home lot (APN: 004-031-20) located in Alamo, Nevada and more particularly described as follows:

Parcel One:

Commencing at the Northwest (NW) corner of Lot 2 in Block 44; thence East 177.5 feet to the TRUE POINT OF BEGINNING; thence continuing Easterly 70 feet thence South 125 feet thence West 70 feet thence North 125 feet to the TRUE POINT OF BEGINNING, as shown by map thereof on file in the Office of the County Recorder, Lincoln County, Nevada.

Parcel Two:

Commencing at the Northwest (NW) corner of said Lot 2 in Block 44; thence West along the North boundary of said Lot 2 167.5 feet to the TRUE POINT OF BEGINNING; thence continuing West along the North boundary of said Lot 2 10 feet thence South 125 feet; Thence at right angles East 10 feet; Thence at right angles North 125 feet to the TRUE POINT OF BEGINNING, as shown by map thereof on file in the Office of the County Recorder, Lincoln County, Nevada.

2. That MYRTLE McBIRNEY died in the City of Las Vegas, County of Clark, State of Nevada, on January 9, 1996. A certified copy of the Certificate of Death is attached to this Affidavit.

3. At the time of death of MYRTLE McBIRNEY, title to real property described in

ARTICLE 1

COVENANTS AND USE RESTRICTIONS

Section 1. Residential Use. Each residential lot shall be used for private, one-family residence purposes exclusively and no part of the Project shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purposes, unless the lot or parcel is designated and zoned for commercial use.

Section 2. Improvements. No building, structure or ther Improvement of any kind shall be erected, constructed, altered or maintained on any lot unless the plans have been approved by County. Homes shall not be permitted unless approved by Lincoln County entities. Manufactured housing will be permitted provided the following: home must be 1985 or newer and on a permanent foundation; home must meet all codes for real property as well as all Lincoln County zoning and building guidelines; exterior walls must be at least four (2) inches thick and must have pitched roof. Every single family dwelling erected upon a lot shall contain not less than 1000 square feet floor space, exclusive of porches, patios, garages, barns or storage buildings. No garage, carport, barn or storage building shall be used for a living area. All lavatories and toilets shall be built indoors and connected with sewer systems. All exterior paint colors to be of a neutral nature.

Section 3. Building Site Elevation. All building sites for residences shall be elevated above the elevation of the crown of the adjoining roadway for the purpose of surface water drainage.

Section 4. Trash. Each owner shall be responsible for trash removal.

Section 5. Prohibited Uses.

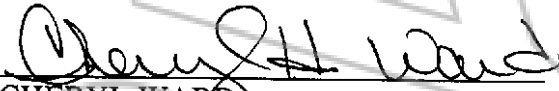
A. **Structure.** Temporary residences will be permitted during the initial construction period. Construction shall be completed within one (1) year.

B. **Landscaping.** No rubbish or debris of any king or character shall ever be placed or permitted to accumulate upon any lot or any portion thereof so as to render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any other real property in the vicinity or the occupants thereof. The Owner of each lot, for himself, his successors and assigns agrees to care for, cultivate, prune and maintain in good condition any and all trees, lawns and shrubs growing on said realty.

C. **Animals.** Domestic pets shall be permitted. Horses are permitted, not to exceed one (1) horse per acre in each lot. Swine shall not be permitted. No animals shall be kept, bred or raised for commercial purposes or in unreasonable quantities.

paragraph above continued to be held by CAROL McBIRNEY (who acquired title as Carol Kalal as to Parcel One) and MYRTLE McBIRNEY, as joint tenants. As a result of the death of MYRTLE McBIRNEY and the joint tenancy form of title, the real property described in paragraph 3 above is now owned by CAROL McBIRNEY.

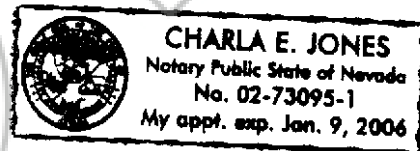
Witness his hand this 3 day of ^{May 9}~~April~~, 2002.



CHERYL WARD

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 3 day of ^{May 9}~~April~~, 2002, before me the undersigned, a Notary Public in and for the said State, personally appeared CHERYL WARD known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.




Notary Public

Grantees Address:
Cheryl Ward
5029 Vista Del Rancho Way
N. Las Vegas, NV 89031

When Recorded, Mail to:
Cheryl Ward
5029 Vista Del Rancho Way
N. Las Vegas, NV 89031

D. Offensive Acts. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No activity, that by any law of this state or local jurisdiction (including but not limited to this county and/or city) requires a license may be conducted without such a license upon this property.

E. Laws and Insurance Requirements. No Owner shall permit anything to be done or kept on his lot or any improvements thereon that violates any law, ordinance, statute, rule, or regulation of any local, county, state or federal body.

F. Antennae; Satellite Dishes. No antenna or other device for the transmission or reception of television signals or any other form of electromagnetic radiation, including but not limited to, a dish or other device capable of transmitting or receiving signals for cable, satellite or pay-television systems, shall be erected, used or maintained outdoors above ground within the Project, unless such device is 42" in diameter or smaller. Variances may be granted by the Control Committee. Ham towers are not acceptable. No structures over 2 stories will be allowed.

G. Nuisances. No odors shall be permitted to arise there from so As to render any Lot unsanitary, unsightly, offensive or detrimental to any other Lot; and no nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to the Owner thereof.

H. Repair of Improvements and Equipment. No Improvements (including but not limited to dwelling units, garages, carports, barns, corrals, walls and fences) shall be permitted to fall into disrepair and all improvements shall be kept at all times in good condition and repair and, if appropriate, painted or otherwise finished. Any and all repairs, redecorations, modifications or additions, interior or exterior, shall fully comply with all applicable building code requirements, rules and restrictions and the requirements of the Control Committee. No automobile or other equipment may be abandoned on any lot. All building to approved by building department.

I. Set Back Lines. No building structure shall be located on any lot nearer than 25 feet from the lot property lines shown on the recorded plat, or as required by any governmental authority.

J. Drainage. Each owner of a lot agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots, or that he will make adequate provisions for proper drainage over his lot. For the purposed hereof, "established" drainage is defined as the drainage pattern in existence at the time of the sale of such lot.

STATE OF NEVADA

DEPARTMENT OF HUMAN RESOURCES DIVISION OF HEALTH VITAL STATISTICS

STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES DIVISION OF HEALTH — SECTION OF VITAL STATISTICS CERTIFICATE OF DEATH

000093

96 000377

TYPE OR PRINT IN PERMANENT BLACK INK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

PARENTS

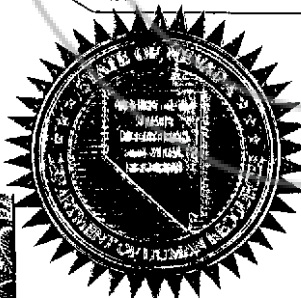
DISPOSITION

CERTIFIER

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

CAUSE OF DEATH

LOCAL FILE NUMBER 000093		STATE FILE NUMBER 96 000377				
DECEASED—NAME First Middle Last 1. Myrtle L. MC BIRNEY			DATE OF DEATH (Month, Day, Year) 2. Jan 9, 1996	COUNTY OF DEATH 3a. Clark		
CITY, TOWN, OR LOCATION OF DEATH 3b. Las Vegas		HOSPITAL OR OTHER INSTITUTION—Name (if not either, give street and number) 3c. Valley Hospital		If Hosp. or Inst. indicate DOA, OP/Emer. Rm. Inpatient (Specify) 3e. Inpatient /	SEX 4. Female	
RACE—(e.g., White, Black, American Indian, etc) (Specify) 5. White	Was Decedent of Hispanic Origin? Specify <input type="checkbox"/> yes <input checked="" type="checkbox"/> if yes, specify Mexican, Cuban, Puerto Rican, etc. 6.	AGE—Last Birthday (Years) 7a. 83	UNDER 1 YEAR MOS : DAYS 7b.	UNDER 1 DAY HOURS : MINS 7c.	DATE OF BIRTH (Mo., Day, Yr.) 8. March 17, 1912	
STATE OF BIRTH (If not U.S.A., name country) 9a. Iowa	CITIZEN OF WHAT COUNTRY 9b. U.S.A.	Decedent's Education. Specify highest grade completed. 10. 8	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) 11. Widowed	SURVIVING SPOUSE (if wife, give maiden name) 12.		
SOCIAL SECURITY NUMBER 13.		USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) 14a. Cook / Retired	KIND OF BUSINESS OR INDUSTRY 14b. 641 School Cafeteria			
RESIDENCE—STATE 15a. Nevada	COUNTY 15b. Lincoln	CITY, TOWN, OR LOCATION 15c. Alamo	STREET AND NUMBER 15d. 83 North 1st Street	INSIDE CITY LIMITS (Specify Yes or No) 15e. Yes		
FATHER—NAME First Middle Last 16. J. W. La Rue		MOTHER—MAIDEN NAME First Middle Last 17. Maggie Root				
INFORMANT—NAME (Type or Print) 18a. Dorothy York - Daughter		MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 18b. Post Office Box 568, Douglas, WY 82633				
BURIAL, CREMATION, REMOVAL, OTHER (Specify) 19a. Removal		CEMETERY OR CREMATORY—NAME 19b. Douglas Park Cemetery		LOCATION City or Town State 19c. Douglas Wyoming		
FUNERAL DIRECTOR—SIGNATURE (Or Person Acting as Such) 20a. <i>[Signature]</i>		FUNERAL DIRECTOR LICENSE NUMBER 20b. 27	NAME AND ADDRESS OF FACILITY 20c. Palm Mortuary 05 1325 N. Main St., Las Vegas, Nevada 89101			
21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) <i>[Signature]</i>		22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated. (Signature and Title) <i>[Signature]</i>				
DATE SIGNED (Mo., Day, Yr.) 21b. 9 Jan 96		HOUR OF DEATH 21c. 1:47 AM		DATE SIGNED (Mo., Day, Yr.) 22b.		HOUR OF DEATH 22c.
NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) 21d.		22d. ON		PRONOUNCED DEAD (Mo., Day, Yr.) 22e. AT		
NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER). (Type or Print.) 23a. Jerald Malone, M.D. 2320 East McDaniel Street North Las Vegas Nevada 89030					LICENSE NUMBER 23b. 3581	
REGISTRAR 24a. (Signature) <i>[Signature]</i>		DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 24b. JAN 10 1996		DEATH DUE TO COMMUNICABLE DISEASE 24c. YES <input type="checkbox"/> NO <input type="checkbox"/>		
25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c))						
PART I		(a) Cardiac respiratory arrest		Interval between onset and death 0		
		(b) Congestive heart failure		Interval between onset and death 2 hrs		
		(c) Coronary artery disease		Interval between onset and death		
PART II		OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in Part I.		AUTOPSY (Specify Yes or No) 26. No		WAS CASE REFERRED TO CORONER (Specify Yes or No) 27. No
ACC., SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify) 28a.	DATE OF INJURY (Mo., Day, Yr.) 28b.	HOUR OF INJURY 28c. M	DESCRIBE HOW INJURY OCCURRED 28d.			
INJURY AT WORK (Specify Yes or No) 28e.	PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify) 28f.	LOCATION 28g.	STREET OR R.F.D. No.	CITY OR TOWN	STATE	



STATE REGISTRAR

No. 88491

This is to certify that the above is a true and correct copy of the certificate on file in this office.

Date Issued:

MAY 17 2002

[Signature]
BODY 164 PAGE 13
State Registrar

ARTICLE 111

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The roads in the Indian Ridge Project are private. The cost to maintain the roads after the developers initial road construction will be equally divided between the lot owners.

Each lot owner covenants and promises to pay the owner's fair share of the road maintenance cost. Amounts assessed but not paid shall become a lien against the non-paying owner's lot.

Section 2. Subordinate to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage upon a Lot. Sale or transfer of a Lot shall not affect the assessment lien thereon. However, the sale or transfer of any lot as the result of the exercise of a power of sale or a judicial foreclosure involving a default under the first Mortgage thereon shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title to the same as a result of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Association expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lots, including the Lot of such acquirer. It shall be the Associations responsibility to collect assessments, not the mortgagee.

Section 3. Enforcement by Suit. The Control Committee may cause an action at law to be commenced and maintained in any court of competent jurisdiction, including, but not limited to, an action in a small claims court, to enforce each such assessment obligation. Any judgment rendered in any such action shall included the amount of the delinquency, together with interest thereon at the rate of ten percent (10%) per annum form the date of delinquency, court costs and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

Section 4. Attorney's Fees. Should any action be brought by any party to enforce any term, provision, covenant, condition or restriction herein contained, the prevailing party shall be entitled to recover reasonable attorneys fees and the cost of such action.

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AT THE REQUEST OF

Specialists in Probate, Inc

2002 MAY 29 PM 2 44

LINCOLN COUNTY RECORDED
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LESLIE BOUCHER DEP

COPY

Section 6. Variances. the Control Committee may authorize variances from compliance with any of the provisions of this Declaration, including, without limitation, restrictions upon height, size, setbacks, floor area or placement of structures, or similar natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the Control Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. the granting of such a variance shall not operate to waive any of the terms as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all the governmental laws and regulations affecting his use of the premises, including, but not limited to, permits, zoning ordinances and Lot setback lines or requirements imposed by any governmental authority.

Section 7. Utilities.

A. Overhead electric power will be provided to each lot. Each owner will be responsible for taking the power from the pole to the lot improvement.

B. Developer will not provide water. All wells must be drilled and maintained at the Owner's expense subject to state and local law. Nothing contained herein shall prevent well sharing.

C. Each owner who builds or erects a single family residence must install a septic sewer system. the septic system, including the leach field, must be built and constructed in accord with applicable building, sanitation and health codes.

D. Telephone company to provide service at no cost to buyer.

ARCHITECTURAL CONTROL

Section 1. Control Committee. The Developer shall appoint all of the original members of the Control Committee consisting of not less than two (2) nor more than five (5) members, the initial members of which shall be BILL OESTERLE AND SHIRLEE HANSEN. The Committee may designate a representative to act for it. Any member shall have the right to resign at any time.

Section 2. Liability. Neither Developer nor any member of the Control Committee shall be liable for damages to anyone submitting plans and specification to it for approval onto any Owner, occupant or guest, by reason of a mistake in judgment, negligence or nonfeasance arising in connection with the approval or disapproval of any plans and specifications.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Severability. Should any provision in this Declaration be void or become invalid or unenforceable in law or in equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.

Section 2. Amendments. This Declaration may be amended at any time and from time to time by an instrument in writing signed by a majority of the lot Owners. All lots owned by Developer shall be entitle to five (5) votes. All other lots shall be entitle to one (1) vote.

Section 3. Limitation of Restrictions on Developer.
Developer is undertaking the work of developing the Project and the sale of lots, along with incidental improvements upon the properties. the completion of that work, and the sale and other disposal of lots or parcels is essential to the establishment and welfare of the Project. In order that said work may be completed, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Developer, their contractors or subcontractors from doing whatever is reasonable necessary or advisable in connection with the completion of said work;
- (b) Prevent Developer or their representatives from erecting, constructing and maintaining on any part or parts of the properties such structures as may be reasonable and necessary for the conduct of its business of completing said work; or
- (c) Prevent Developer from conducting on any part of the properties their business of completing said work, and of disposing of said properties in dwelling by sale, lease or otherwise: or
- (d) Prevent Developer from maintaining such sign or signs on any of the properties as may be necessary for the sale or disposition thereof.; provided, however, that the maintenance of any such sign shall not unreasonable interfere with the use by Owner of his Lot or the Common Areas, where a right to use the Common Areas or a portion thereof, has been granted. Notwithstanding any provision herein to the contrary, Developer shall not have the right to maintain any sign or signs on or within any Lot which is not owned by Developer.

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AT THE REQUEST OF
Bill Desterle
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MICOLIN EQUITY RECORDED
DEP
LESLIE BOUCHER AB

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