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BOOK 443 PAGE 42 - 52
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EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES *24.00*

206281

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

T-28-2049350

**DECLARATION OF PROTECTIVE COVENANTS AND
FORMATION OF WILD BALANCE CORP
HOMEOWNERS' ASSOCIATION**

THIS DECLARATION is made this 7 day of August, 2006, by **Wild Balance Corp**, a Nevada Corporation.

RECITALS

Declarant is the Owner of those certain real properties located in the County of Eureka, State of Nevada, described in Exhibit "A" attached hereto and made a part hereof.

Declarant intends to sell and convey Parcels within Exhibit "A" and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the Parcels thereto, the Owners and future Owners thereof.

NOW THEREFORE, Declarant declares that all of the Exhibit "A" land and all the Parcels thereto, as hereinafter defined are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvements and sale of said Parcels, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of the Declaration are intended to create mutual equitable servitude upon each of said Parcels in favor of each and all other Parcels, to create reciprocal rights between the respective Owners of all such Parcels; to create a privity of contract and estate between the respective Owners of all such successors and assigns; and shall, as to the Owner of such Parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such Parcels in the Development as hereinafter defined and their respective Owners, present and future.

I. DEFINITIONS

The following terms as used in this Declaration are defined as follows:

- A. "Articles" means the Articles of Incorporation of the Association.
- B. "Association" means Wild Balance Corp Homeowners' Association, the property owners' association which is a Nevada nonprofit corporation.
- C. "Board" means the Board of Directors of the Association.
- D. "By-laws" means the By-laws of the Association.
- E. "Declarant" means Wild Balance Corp.
- F. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.
- G. "Development" means all that real property situated in the County of Eureka, State of Nevada, described in this Declaration and all other real property which may be described in any supplement recorded from time to time with the Eureka County Recorder, which comprise the Wild Balance Corp Development.
- H. "Improvements" means all buildings, outbuildings, streets, roads driveways, equestrian park, parking areas, perimeter fences and other structures of any type or kind.
- I. "Map" means the Maps of the Development as they are from time to time recorded.
- J. "Owner" means:
 - 1. Any Person or Persons, excluding Declarant, who hold fee simple title to any Parcel within the Development.
 - 2. Any Person or Persons, who have contracted to purchase fee simple title to a Parcel pursuant to a written agreement recorded in the Eureka County Recorder's Office, in which case the seller under said agreement shall cease to be the Owner while said agreement is in effect.
- K. "Parcel" means each portion of the Development, which is or was offered for sale by the Declarant.

L. "Person" means an individual or legal entity.

M. "Single Family Dwelling" means a residential structure of the Owner or his immediate family, his casual guests and his domestic servants and domestic employees, which dwelling is constructed on a Parcel designated in this Declaration as a single family residential dwelling which residential structure may, but is not required to be manufactured housing. A Single Family Dwelling must be no less than 1100 square feet, excluding garage or basement. A manufactured house must be built in the same year that it is erected and be skirted with factory skirting. Single wide mobile homes will not be permitted. Manufactured houses must have a foundation in the ground with a stem wall. Homes must face the street.

N. "Supplement" means the document used to add additional Units to the Development;

O. "Unit" means a group of Parcels which are subject to this Declaration or hereinafter become subject to this Declaration.

II. RESIDENTIAL RESTRICTIONS

The following shall be applicable to all Parcels within the Development and each Owner covenants to observe and perform the same:

A. **Only Single Family Dwellings** - and such out buildings as are usually accessory thereto shall be permitted on any Parcel. Building and dwelling setbacks shall be 100 feet from any road and 25 feet from any property line.

B. **Construction Trailers and Assessor Outbuildings** - Motor homes or trailers that may be used during construction of permanent structures will be allowed on a Parcel during construction only; however, nothing prohibits an owner from keeping owner's recreational vehicle on the Parcel so long as it is not used for living purposes on the property.

C. **Completion of Construction** - Construction of any Improvements, once commenced, shall be pursued diligently to completion. Improvements not so completed within 180 days of commencement or upon which construction has ceased for 90 consecutive days or which have been partially or totally destroyed and not rebuilt within 180 days shall be deemed nuisances. Construction materials which are excess materials or waste shall be disposed of every 15 days and construction dumpsters shall be removed and permanently off of the premises no later than 15 days after a Certificate of Occupancy has been issued (temporary or otherwise) for occupation or use of the property.

E. **Maintenance of Parcels** - All Parcels, whether vacant or improved, occupied or unoccupied, and any Improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health.

F. **Disposal of Sanitary Waste** - All permanent plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to the septic system or sanitary sewer system in the Development.

G. **Fences** - Fences constructed of spools, tires, pallets, or like materials are not permissible. A fence must be constructed and maintained on the side of each Parcel which abuts lands owned by the federal government. Such fence must at least be a legal fence as the same is defined in Nevada Revised Statutes.

H. **Nuisances** - No noxious or offensive activities or nuisance shall be permitted on any Parcel in the Development. Refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use and similar matter shall not be permitted on any Parcel or any portion thereof. It is incumbent upon all property Owners to maintain their Parcels in a neat, orderly and well groomed manner, whether said Parcels are vacant or improved.

I. **Animals** - Not more than 15 domestic and farm animals will be allowed on a Parcel, provided they do not create an annoyance or nuisance to the Development, adjoining or nonadjoining Parcel Owners. Annoyance or nuisance shall be defined as odor, dust, noise, flies, dead or live insect accumulation. No animals shall be kept or maintained on any Parcel for commercial purposes.

Household pets shall not interfere with the comfort, privacy or safety of other Parcel Owners within the Development.

J. **Division or Joinder of Parcels** - There shall be no division or joinder of Parcels.

K. **Operation of Motor Vehicles** - Except as to authorized maintenance vehicles, no motorized vehicles shall be operated in any area within the Development except on a street or driveway. All speed limit and other traffic control signs erected within the Development shall be observed at all times. Motorized vehicles are specifically prohibited on all paths, trails, walkways or public areas or emergency accesses.

L. **Utility Lines** - All utility lines and connections within the Development shall be placed underground (excluding developer above ground power lines). No light shall be suspended from a pole in excess of 10 feet from the ground within the Development except those owned and maintained by the public utility company, the Declarant or the Association

or as expressly approved in writing by the Committee. Power lines for each Parcel Owner shall be underground at said Parcel Owner's expense.

M. **No Commercial Enterprise** - No business or commercial enterprise shall be performed or conducted upon any Parcel except for a home business as may be allowed pursuant to any existing Eureka County Ordinances.

N. **Certificate of Occupancy** - A certificate of occupancy must be issued by the Eureka County Building Department prior to occupancy of any dwelling Unit.

O. **Landscaping** - Landscaping must meet the applicable fire protection districts requirements for establishing minimum defensible space and all such landscaping shall be continually maintained consistent with the standard of the Development good husbandry practices and the applicable fire protection district requirements.

P. **Wood Stoves and Fireplace Inserts** - Only wood stoves and fireplace inserts that meet or exceed the 1986 Oregon emission standards may be installed in the Development. All wood stoves and fireplace inserts installed in the Development shall also satisfy all pertinent County ordinances.

Q. **Fire Protection** - Owners of each Parcel shall provide and maintain their own septic system and water well. For additional fire protection, each well shall have separate wiring to the well with its own main disconnect switch. Wiring in and about the structures shall be separate from the well. Wood shakes or wood shingles shall not be permitted on the exterior or on the roof of a structure. Combustible vegetation within 50 feet of all structures shall not be permitted, except for foundation landscaping, trees, shrubs and lawns.

R. **Adjacent Property Use** - Properties adjacent to the Parcels subject to this declaration have been used for agriculture prior to the creation of said Parcels and may be used for agriculture well after the establishment of such Parcels. Agriculture use on adjacent properties may entail all operations and practices legally allowed under applicable State and Federal laws. Recognizing the prior existence of said agricultural operations, the Parcel Owners, their heirs, successors and assigns, shall not in any way oppose directly or indirectly, any agricultural operations or practices conducted on adjacent properties in accordance with applicable law.

V. WILD BALANCE CORP DEVELOPMENT HOMEOWNERS' ASSOCIATION

A. **General** - The association shall have such powers as set forth in the Articles and By-laws.

B. **Membership** - Each Parcel shall be entitled to one membership. There is only one class of membership. Only an Owner may be a member.

C. **Membership Rights, Privileges and Obligations** - In the event of a corporation, partnership or more than one individual shall own any Parcel, such corporation, partnership or group shall designate, by corporate resolution or by written consent of all parties or individuals, the name of the person who shall represent the membership from year to year.

D. **Rights and Duties of Association (Including Maintenance of Roads and Perimeter Fences)** - The Association shall have the nonexclusive right to enforce the provisions of this Declaration including the right to commence and maintain an action to enjoin any breach or threatened breach of the provisions hereof. In addition to such enforcement remedies as may be contained in the Articles and By-laws of the Association, failure of any member to comply with the rules and regulation of the Association shall be deemed to be a violation of this Declaration.

The Association shall maintain and repair all common areas, public access easements, roads and perimeter fences of each Unit under this Declaration; provided however the Association shall have the power to convey or dedicate common areas to the County of Eureka for such purposes as are acceptable to the County.

VI. ASSESSMENTS

A. **General** - The Association is hereby expressly authorized and empowered to levy annual, monthly and special assessments against all Parcels in the Declaration, including those of the Declarant. The Association shall maintain a bank account in a Eureka County bank for purposes of its operations described herein.

B. **Annual/Monthly Assessments** - The Board shall annually 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 or monthly assessment, which shall be levied equally against each Parcel in the Development. The initial annual assessment will be \$250.00 per year per lot.

C. **Special Assessments** - Special assessments may be made by the Board upon an affirmative vote of a majority of the membership, after resolution of the Board that such assessment is necessary to carry out the duties of the Association. No such assessment shall be levied without benefit of a hearing for which at least 20 days written notice shall be mailed to the members.

D. **Notice** - The secretary shall mail to each Owner whose Parcel is assessed, at such Owner's address within the Development, written notice of each annual or special assessment and the time and the manner for payment thereof at least 15 days prior to the time such assessment is due and payable. Any delay in sending such notice shall extend the due date of payment to the extent of the delay.

E. **New Parcels** - The Parcels in the new Units of the Development shall be liable to pay the next installment of the previous annual, monthly or special assessment, due after the Unit became subject to this Declaration.

F. **Collection and Lien** - The entire amount of such assessment, plus any other charges thereon, including late fees and interest as set by the Board, and all costs of collection shall become a lien on the Parcel so assessed when the Board causes to be recorded in the Office of the Eureka County Recorder a notice of delinquent assessment, which shall state the amount of such assessment, interest, costs and fees, a description of the Parcel which has been assessed and the name of the record Owner of the property. Such notice shall be signed by the President or Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall record a release of said lien, at the Parcel Owner's expense.

G. **Priority of Lien** - Conveyance of any Parcel shall not affect the lien for assessment provided herein. Such lien shall be prior to any other liens and property taxes recorded subsequent to said notice of delinquent assessment.

H. **Enforcement** - The lien provided for herein may be enforced by sale of the property which is subject to a notice of delinquent assessment, such sale to be made by the Association or any of its authorized officers or attorneys in accordance with the provision of Covenants Numbers 6, 7 and 8 of NRS 107.030, and in accordance with the provision of NRS 107.070 and 107.090, applicable to the exercise of powers of sale in deeds of trust. In exercising the power of sale herein contained, the Association shall be deemed to occupy the position of Trustee and Beneficiary and the delinquent Parcel Owners the position of defaulting Trustor. The Association may be a bidder at the sale.

All obligations assessed to any Parcel are the personal obligations of the Owner of the Parcel at the time of assessment. The Board may pursue civil remedies directly against said Owner.

VII. EASEMENTS

A. **Reservations** - The following easements are reserved to Declarant, and its successors and assigns.

1. **Utilities** - Such utility easements as are shown on Maps of various Units within the Development recorded from time to time together with the right to extend all utility services within such easements to other areas being developed within the Development itself for the installation, maintenance and operation of all utilities, including street lights and the accessory right to locate or to cut, trim or remove trees and plants when necessary in connection with such installation, maintenance and operation.
2. **Slope - Drainage** - A 10 foot wide easement across all Parcel lines coincident with street right - of - way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.
3. **Other Easements** - Any other easement shown on the Maps of the Development recorded from time to time with the Eureka County Recorder.

B. Use or Maintenance by Owners - The portion of any Parcel affected by the easements reserved herein may be landscaped and maintained by the Owner of such Parcel but no structures shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

VIII. SUPPLEMENTS

A. Property to be added - Additional Units may from time to time be added to the Development by the Declarant. Upon the recording of a Map and Supplement, such Unit shall become a part of the Development and shall be subject to the provisions hereof, with any amendments.

B. Procedure - The Declarant shall execute a Supplement which will:

1. Describe the Unit or Units being added.
2. Declare that the Unit or Units are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration; and,
3. Set forth any amendments which may be applicable to the added units.

IX. REMEDIES

A. **Enforcement** - Declarant, the Association and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

B. **Suspension of Privileges** - The Association may suspend all voting rights and other privileges of any member for any period during which any Association assessment against such member remains unpaid, or during the period of any violation of the provisions of this Declaration by such member.

C. **Cumulative Rights** - Remedies specified herein are cumulative and shall not preclude an aggrieved party from resorting to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy shall be a waiver by that party of any remedy available to him.

X. GRANTEE ACCEPTANCE

Each grantee or purchaser of any Parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. Each grantee or purchaser shall for himself, his heirs' personal representatives, successors and assigns, covenant, consent and agree to keep, observe, comply with and perform all of the provisions of this Declaration.

XI. SEVERABILITY

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision thereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XII. CAPTIONS

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XIII. AMENDMENT

This Declaration may be amended by a two-thirds majority of the members. Such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of members to effect such amendment, certified by the Secretary of State.

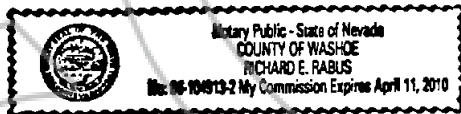
IN WITNESS WHEREOF, Declarant has executed this Declaration the date and year first above written.

Declarant
Wild Balance Corp

by *Lester Grossman*
LESTER GROSSMAN
Title: President

STATE OF NEVADA)
 : SS.
COUNTY OF WASHOE)

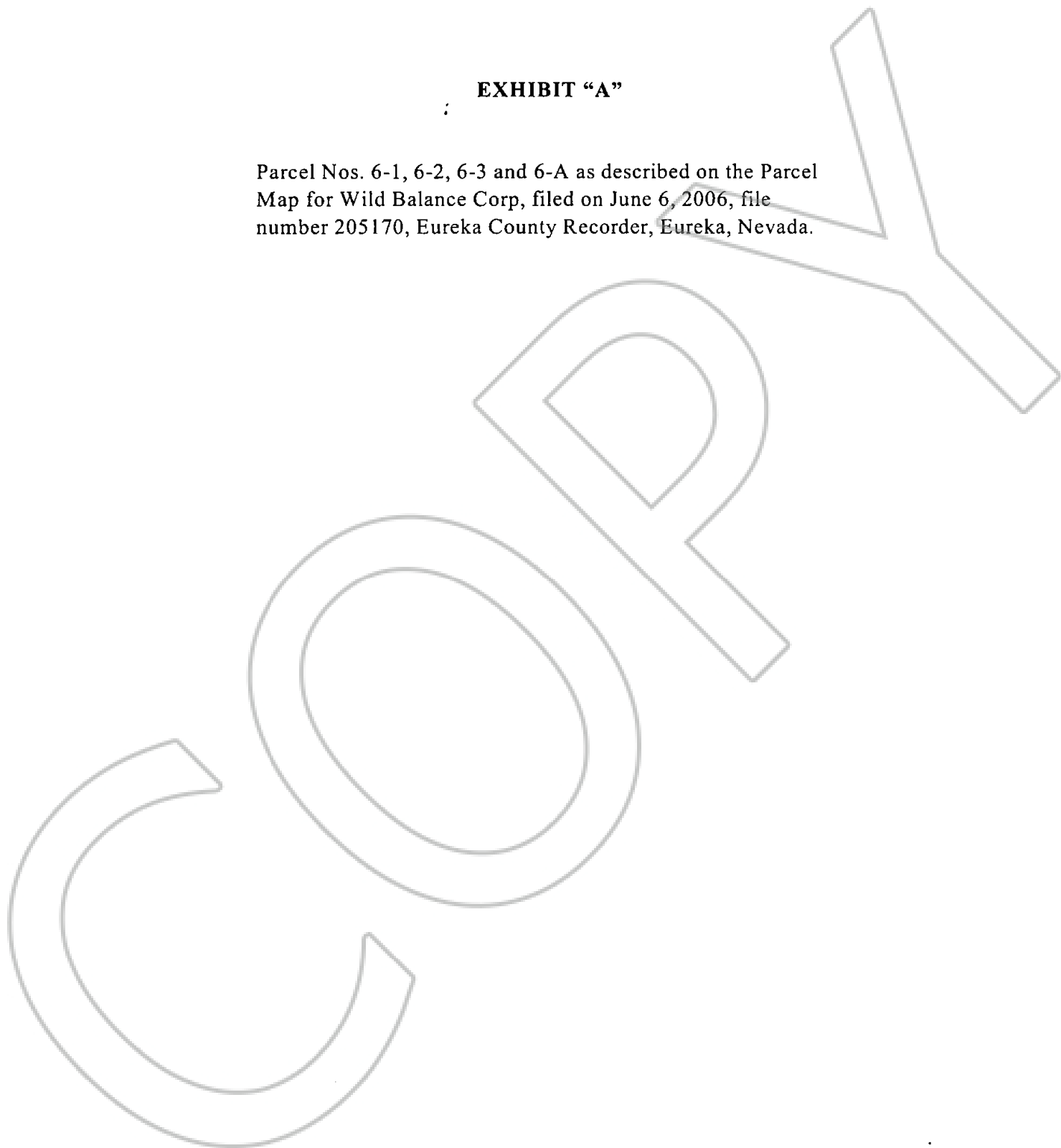
On the 7th day of August, 2006, personally appeared before me, a Notary Public, **LESTER GROSSMAN**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument on behalf of Wild Balance Corp.



Richard E. Rabus
NOTARY PUBLIC

EXHIBIT "A"

Parcel Nos. 6-1, 6-2, 6-3 and 6-A as described on the Parcel Map for Wild Balance Corp, filed on June 6, 2006, file number 205170, Eureka County Recorder, Eureka, Nevada.



206281

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