

**APN Nos.**

**SIERRA PROFESSIONAL COMPLEX  
DECLARATION GRANTING EASEMENTS,  
ESTABLISHING COVENANTS, CONDITIONS, AND RESTRICTIONS,  
AND PROVIDING FOR SIERRA PROFESSIONAL COMPLEX  
MAINTENANCE ASSOCIATION**

This Declaration is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2008, by CARSON TAHOE REGIONAL HEALTHCARE, a Nevada nonprofit corporation, formerly known as Carson-Tahoe Hospital, hereafter referred to as “Declarant.”

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property located in Carson City, Nevada, known as the Sierra Professional Complex, which real property is more particularly described in Exhibit A, attached hereto, hereinafter referred to as “Sierra Professional Complex” or the “Property,” which Property is improved with three (3) office buildings and which Property Declarant intends to divide by parcel map or lot line adjustment into three (3) parcels, which parcels are hereinafter referred to as “Parcels.”

WHEREAS, by this Declaration, Declarant, for itself and its successors and assigns, intends to (1) create a mechanism to repair and maintain roadways, walkways, landscaping, parking areas, ingress and egress easements, other common areas and facilities, water drainage systems or structures, water detention/retention areas, water mains, sewers, water sprinkling systems, gas mains and other public utilities and service systems, conduits or lines within Sierra Professional Complex; (2) create mutually beneficial covenants, conditions, and restrictions affecting Sierra Professional Complex; (3) create and grant easements for such improvements in the easement and common areas of Sierra Professional Complex; (4) address shared use of parking within Sierra Professional Complex, and (5) set consistent appearance and use requirements so as to protect the overall beauty, value and operation of Sierra Professional Complex.

WHEREAS, Declarant, for itself and its successors and assigns, intends that Sierra Professional Complex shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved, or otherwise affected in any manner, subject to the limitations, easements, covenants, conditions, and restrictions set forth in this Declaration, all of which are intended to be in furtherance of a general plan for the development and improvement of the Property as set forth in this Declaration and the parcel maps or lot line adjustments to be recorded on Sierra Professional Complex and are further intended to be for the purpose of enhancing, maintaining, and protecting the character, value, and attractiveness of the Property.

NOW THEREFORE, Declarant hereby declares that each and all of the Parcels, together with any and all improvements constructed thereon and appurtenances thereunto, shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the declarations, limitations, easements, covenants, conditions, and restrictions set forth in this Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement, lease, and sale of Parcels constituting the Sierra Professional Complex, and are further declared to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Property. All provisions hereof are intended to and do in fact “touch and concern” the Property and shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and as liens, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all persons hereafter acquiring or owning a Parcel, however such interest may be obtained.

## **ARTICLE I** **DEFINITIONS**

The terms used herein shall have the same meanings and definitions set forth below.

A. “Sierra Professional Complex” or “Property” shall mean the property described on Exhibit A attached hereto, situated in Carson City, State of Nevada, including any structures constructed thereon.

B. “Articles of Incorporation” shall mean the Articles of Incorporation of the Sierra Professional Complex Maintenance Association, as the same may be adopted and amended from time to time.

C. “Assessments” shall mean the assessments levied by the Association to pay the Common Expenses pursuant to Article II, Section 6 below.

D. “Association” shall mean the Sierra Professional Complex Maintenance Association, which Association shall be made up of Declarant and any other owners of Parcels within Sierra Professional Complex, and which shall be established as a Nevada nonprofit corporation formed under Chapter 82 of the Nevada Revised Statutes following recordation of this Declaration. Until such formation, all powers granted to the Association or the Association Board shall be held and exercisable by Declarant.

E. “Association Member” or “Member” shall be all persons or entities owning any Parcel. The membership percentage of each Member in the Association shall be equal to the total square footage of the Parcel or Parcels owned by such Member within the Sierra Professional Complex, divided by the total square footage of all of the Property.

F. “Board” or “Board of Directors” shall mean the Board of Directors of the Association.

G. "Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

H. "Building Areas" shall mean those portions of the Property designated as such on the site plan marked Exhibit B attached hereto, as the same may be revised upon the approval of Carson City and the Association. Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

I. "Common Area" shall mean those portions of the Property that are not occupied by a building or other structure constructed by an Association Member within a Building Area.

J. "Common Expenses" shall mean expenditures made by the Association pursuant to Article II of this Declaration or the financial liabilities of the Association, together with allocations to reserves.

K. "Declarant" is the current owner of the Property and the signatory to this Declaration. This Declaration is binding upon the Declarant and its successors-in-interest to Parcels of the Property.

**ARTICLE II**  
**SIERRA PROFESSIONAL COMPLEX MAINTENANCE ASSOCIATION**

In addition to the grant of easements and establishment of covenants, conditions, and restrictions, this Declaration also provides for the formation of the Association and the management of the Property. The definitions set forth in Article I above apply to the Association.

**Section 1. Preliminary Provisions.** The Association shall be a Nevada nonprofit corporation formed under Chapter 82 of the Nevada Revised Statutes. The Association is not authorized to have and shall not issue any capital stock. Not later than thirty (30) days after the date of recordation of this Declaration, Declarant shall cause the Articles of Incorporation to be filed with the Nevada Secretary of State. The Association shall be charged with the duties and invested with the powers set forth in its Articles of Incorporation, Bylaws, and this Declaration. Until such time as the Association is formed, Declarant shall continue to have authority to act and to implement the terms of this Declaration.

**Section 2. Purpose of the Association.** The purpose of the Association shall be to:

A. Manage, repair, and maintain the roadways, walkways, landscaping, parking areas, ingress and egress easements, other common area and facilities, including water drainage systems or structures, water detention/retention areas, water mains, sewers,

water sprinkling systems, gas mains and other public utilities and service systems, conduits or lines within the Property that is outside the Building Areas.

B. Enforce and administer the provisions of this Declaration.

C. Determine reasonable appearance requirements so as to protect the overall beauty and value of the Property for the benefit of all Members of the Association.

D. Determine reasonable use requirements so as to protect the value and operational considerations which affect all Association Members. Uses on the Property shall be consistent with current and future Carson City Zoning and Master Plan designations, and shall be limited to professional office and residential uses.

### **Section 3. Powers and Duties of the Association.**

**3.1 Powers.** The Association shall have all the powers set forth below, and upon creation of the nonprofit corporation, shall be organized under the laws of the State of Nevada and the powers conferred upon it pursuant to Chapters 82 of the Nevada Revised Statutes, subject only to such limitations on the exercise of such powers as are set forth in the Articles of Incorporation, Bylaws, and Article IV of this Declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles of Incorporation, and Bylaws, and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, the following:

(a) Assessments. The Association shall have the power to establish, fix, and levy Assessments as set forth in Section 6 hereof and to enforce payment of such Assessments in accordance with the provisions of Article II of this Declaration.

(b) Right of Enforcement. The Association, in its own name and on its own behalf, or on behalf of a majority of the Members of the Association, shall have the power and authority to commence and maintain actions pertaining to the collection of Assessments, including the levy and enforcement of the liens created hereby. The Court in any action brought for the collection of Assessments or the enforcement of liens may award the successful party reasonable expenses in prosecuting such action, including reasonable attorney's fees.

**3.2 Delegation of Powers; Professional Management; Other Services.** The Association, acting by and through its Board, may delegate Association powers, duties and responsibilities to committees of Association Members, employees, agents, and independent contractors, including a professional managing agent. The Association may obtain and pay for legal, accounting, and other services necessary and desirable in connection with the repair and maintenance of the Property roadways, ingress and egress easements, and other common areas and facilities, and the enforcement of Article IV of this Declaration.

**3.3 Rules and Regulations.** The Association, acting by and through the Board shall have the power to adopt Rules and Regulations to further the purposes as are expressly allowed by this Declaration. However, the Rules and Regulations shall not be inconsistent with or materially alter any provisions of this Declaration, the Articles of Incorporation, or Bylaws. A copy of the Rules and Regulations, as adopted, amended, or repealed, shall be mailed or otherwise delivered to each Member of the Association. In case of any conflict between any provision of the Rules and Regulations and any provisions of this Declaration, the Articles of Incorporation, or Bylaws, the conflicting provisions of the Rules and Regulations shall be superseded by the provisions of this Declaration, and the conflicting provisions of the Articles of Incorporation and Bylaws shall be superseded by the provisions of this Declaration.

**3.4 Duties of the Association.** In addition to the duties delegated to it by its Articles of Incorporation or Bylaws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 3.2 of this Article, has the obligation to conduct all business affairs of common interest to all Members of the Association, and to perform each of the following duties:

(a) Professional Management. The Association may engage the services of a professional manager to manage and maintain the Property consistent with this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, and Board resolutions.

(b) Insurance. The Association shall obtain and maintain, from reputable insurance companies, the insurance described in Section 7 of this Article.

(c) Enforcement of Articles II, III and IV of the Declaration. The Association shall perform such other acts, whether or not expressly authorized by this Declaration, that may be reasonably necessary to enforce any provision of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, and Board resolutions.

(d) Operation and Maintenance of Roadways and Common Areas and Facilities. The Association shall maintain and otherwise manage or provide for the maintenance and management of the Property roadways, walkways, parking areas, landscaping easements, common areas and facilities, water drainage systems or structures, water mains, sewers, water sprinkling systems, gas mains and other public utilities and service systems, conduits or lines. The Property roadways, easements and common areas and facilities shall be maintained in a good state of repair. In this regard, the Association may enter into contracts for services or materials benefiting the Property. Typical maintenance includes, but is not limited to: cleaning, striping, sealing, and pavement maintenance of parking areas, landscape repair and maintenance, snow removal from parking lot and sidewalks, exterior lighting expense and maintenance, sign lighting and maintenance.

(e) Parking. The Association shall take such steps as are reasonable in the coordination of the shared parking on the Property. Declarant recognizes

that the current leases on the Property require shared use of the parking areas. Any successor owner of the Property, or any part thereof, shall also share the parking areas and the parking areas of successor owners of Parcels shall be available for shared used of any other owner (and tenants thereof) of the Property. The Association may establish reasonable rules and regulations for sharing of parking in the event of disputes.

(f) Exclusive Use Clauses. The Association shall take such steps as are reasonable in the coordination and enforcement of exclusive use provisions with tenants and/or occupants of the buildings in the Sierra Professional Complex in order to ensure the coordination, synergy, and viability of Sierra Professional Complex, and its respective property owners, tenants, occupants, visitors, and guests.

(g) Other. The Association shall carry out the other duties of the Association as set forth in Articles II, III and IV of this Declaration, and in the Articles of Incorporation and Bylaws.

**3.5 Personal Liability.** No member of the Board, or of any committee of the Association, or any officer of the Association, or any Manager, or the Declarant, shall be personally liable to any Member, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity which has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

**3.6 Meetings of Member.** Meetings of Association Members shall be noticed and held as determined by the Declarant, and upon formation of the nonprofit corporation, as provided in the Articles of Incorporation and Bylaws.

#### **Section 4. Association Members.**

**4.1 Effective Date of Membership.** The owner of any part of the Property shall become a Member of the Association when this Declaration is recorded. Subsequent purchasers shall become Members at the time a part of the Property is purchased.

**4.2 Voting.** Except as otherwise provided herein and in the Articles of Incorporation or Bylaws, each Member of the Association shall have the right to vote, as calculated by the allocated interests.

**4.3 Allocated Interests.** Each Member of the Association shall have the following allocated interests:

(a) A fraction or percentage of the Common Expenses of the Association equal to the total square footage of each Member's Parcel or Parcels within the Property divided by the total square footage of all the Property.

**Section 5. Association Action; Board of Directors and Officers; Member's Approval.**

**5.1 Action by the Board.** Except as to matters requiring the approval of Members as set forth in the Articles of Incorporation, Bylaws, this Declaration, or Chapter 82 of the Nevada Revised Statutes, the affairs of the Association shall be conducted by the Declarant, and upon formation of the nonprofit corporation, shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with this Declaration, or the Bylaws, or amendments thereto.

**5.2 Number of Board Members.** The Board shall initially have one member (the Declarant), but upon formation of the nonprofit corporation, the Board shall have three (3) members, and the number of Board members may be modified by amendment to the Articles of Incorporation.

**5.3 Board Member Must be Owner.** The Board shall be composed only of Members of the Association. In the case of a corporate or other legal form of entity, the Member shall appoint a natural person to serve as its representative on the Board of Directors.

**5.4 Term of Board Members.** The members of the first Board of the Association named in the Articles of Incorporation shall serve until the first annual meeting of the Members of the Association is called for the purpose of electing their successors. The term of office for the members of the first Board of Directors shall be staggered for one (1), two (2), and three (3) years, so that only one (1) Director is up for election in any one (1) year. The first annual meeting for such purpose shall be held not later than one (1) year after the date of the filing of the Articles of Incorporation with the Nevada Secretary of State. Such meeting shall be called, noticed, and conducted in accordance with the Articles of Incorporation and Bylaws. In the event that a meeting is not held, the Board shall serve until replaced.

**5.5 Approval of Association Members.** Except as otherwise provided in the Articles of Incorporation, Bylaws, this Declaration, or Chapter 82 of the Nevada Revised Statutes, all matters requiring the approval of Association Members shall be deemed approved if the Members holding a majority of the total voting power assent to them either via the Declarant if prior to formation of the nonprofit corporation, or by written consent as provided in the Bylaws thereafter, or if approved by a majority vote of a quorum of Members at any regular or special meeting held in accordance with the Bylaws.

**Section 6. Assessments.**

**6.1 Agreement to Pay Assessment.** Each Association Member owning any part of the Property hereby covenants and agrees to pay to the Association such assessments as are made pursuant to this Declaration.

**6.2 Assessments Are Personal Obligations.** Each Assessment, together with any interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the person or entity owning the Parcel at the time such Assessment became due and payable. Although said owner may collect such assessment from his tenant(s), said owner remains responsible for payment of the Assessment.

**6.3 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the performance of the duties of the Association as set forth in Article II of this Declaration, and for the management, repair, and maintenance of the Property roadways, ingress and egress easements, landscaping, and other common areas and facilities. Maintenance and upkeep shall include, but is not limited to: cleaning, striping, sealing, and pavement maintenance of parking areas, landscape maintenance, snow removal from parking lot, exterior lighting expense and maintenance, sign lighting, repairs and maintenance, street cleaning, landscaping, common utilities and the like.

**6.4 Amount of Assessments.** It is the intent of the Declarant that the amounts shall be assessed annually in order to accumulate sufficient reserves for the repair and maintenance of the Property roadways, ingress and egress easements, landscaping, and other common areas and facilities. Any monies assessed in excess of actual Common Expenses shall be credited to the Association Member on the books of the Association.

**6.5 Assessment Period.** The Assessment period shall coincide with the fiscal year of the Association, which shall commence on January 1 of each year and shall terminate on December 31 of each year. Assessments shall be payable in full on a monthly basis, on or before the 1<sup>st</sup> day of the month succeeding the assessment month. If the Assessment is not paid in full on or before the 15<sup>th</sup> of the month when due, the obligor of the Assessment will incur a late payment charge of \$25 and will be subject to the provisions of Article II, Section 6.6.

**6.6 Notices of Assessments; Delinquencies.** The Association shall give written notice no later than December 10 of each year of the amount of the Assessment for the next fiscal year, which notice shall specify the date payment is due. All delinquent Assessments and late payment charges shall bear interest at the rate of twelve percent (12%) per annum from the date the Assessment becomes delinquent hereunder until paid, and interest shall be compounded annually.

**6.7 Collection of Assessments.** The right to collect and enforce Assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative may enforce the obligations of the Association Members provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may enforce the same by judicial proceedings or, to the extent permitted by applicable law, through the exercise of the power of sale granted to the Board pursuant to applicable statutes and laws, and Section 6.9 below to enforce the lien rights created. Suit to recover a money judgment against an Association Member for unpaid Assessments, together with all other amounts due hereunder, shall be maintainable without first foreclosing against

the parcel which is subject to the lien of such Assessment or waiving the lien rights granted hereby.

**6.8 Lien for Assessments and Late Payment Charges; Priority.** All sums due, either by Assessment or by late payment charge, by any Member of the Association pursuant to this Declaration, together with interest thereon as provided herein, shall be secured by a lien on the respective Parcel in favor of the Association from the date the Assessment becomes due. Such lien shall be prior to all other liens and encumbrances on such parcel, except for: (a) valid tax and special assessment liens in favor of any governmental assessing authority; (b) liens and encumbrances recorded before the recordation of the Declaration; and (c) a security interest on the Parcel recorded before the date on which the Assessment sought to be enforced became delinquent or notice of assessment as set forth in Sections 6.6 and 6.9 of this Article. The lien created by this Declaration for unpaid Assessments is also prior to a security interest on the Parcel to the extent of the amount of such Assessment which would have become due in the absence of acceleration during the six (6) month period immediately preceding institution of an action to enforce the lien.

**6.9 Enforcement of Lien.**

(a) Notice of Delinquent Assessment and Notice of Default. The Association may foreclose its lien by sale after:

(1) The Association has mailed by certified or registered mail, return receipt requested, to the owner of the Parcel or his successor in interest, at his last known address, and at the address of the Parcel, and any lienholder of record, a notice of delinquent assessment (herein "Notice of Delinquent Assessment"), which states the amount of the Assessments which are due, together with all late payment charges and interest thereon in accordance with the provisions of Article IV of this Declaration, a description of the Parcel against which the lien is imposed, and the name of the record owner of the Parcel; and

(2) The Association or other person conducting the sale has executed and cause to be recorded with Carson City (herein the "County Recorder"), a notice of default and election to sell the Parcel to satisfy the lien ("Notice of Default"), which shall contain the same information as the Notice of Delinquent Assessment, but which shall also describe the deficiency in payment and the name and address of the person authorized by the Association to enforce the lien by sale; and

(3) The owner of the Parcel or his successor in interest has failed to pay the amount of the lien, including interest and costs, fees and expenses incident to its enforcement, for a period of sixty (60) days, which sixty (60) days commences on the first day following the later of:

(i) The day on which the Notice of Default is so recorded; and

(ii) The day on which a copy of the Notice of Default is mailed by certified or registered mail, return receipt requested, to the owner of the Parcel, at his last known address, and at the address of the Parcel, and any lienholder of record.

(b) Notice of Sale. The Association or other person conducting the sale shall, at any time after the expiration of such sixty (60) day period and before selling the Parcel, give notice of the time and place of the sale (“Notice of Sale”) in the manner and for a time not less than that required by law for the sale of real property upon execution, except that a copy of the Notice of Sale must be mailed, on or before the date of the first publication or posting, by certified or registered mail, return receipt requested, to the owner of the Parcel, at his last known address, and to the address of the Parcel. Such sale shall be conducted in any manner permitted by law. Each Member of the Association liable for payment of the Assessment shall be required to pay the costs and expenses of such foreclosure proceeding including, but not limited to, the cost of preparation of all notices (whether or not such notice has been given to the Member at the time payment is made), reasonable attorney’s fees, and title insurance costs.

All such costs and expenses of the foreclosure shall be secured by the lien being foreclosed. The owner of the Parcel who is liable for payment of the Assessment shall be required to pay the Association any and all Assessments against such Parcel which shall become due during the period of foreclosure.

Any encumbrancer holding a lien on any Parcel or part of the Property may, but shall not be required to, pay any amounts secured by a lien for unpaid Assessments, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including rights to priority.

(c) Notices. All notices to the Association or the Board shall be sent by registered or certified mail, return receipt requested, addressed to the Board at the following address:

Carson Tahoe Regional Healthcare  
1600 Medical Parkway (P.O. Box 2168)  
Carson City, NV 89702

or at such address as may be designated by the Board by a notice in writing given to all Members as provided herein. All notices given by the Association to any Member shall be sent by registered or certified mail, return receipt requested, to such Member’s last known address and to the address of the Parcel, or to such other address as may be designated by such Member, in writing, addressed to the Board. All notices shall be deemed to have been received within three (3) days after the mailing thereof.

**Section 7. Insurance.**

A. General Requirements. The Association shall obtain and maintain on behalf of the Declarant, its successors and assigns, to the extent reasonably available, liability insurance, including insurance for medical payments, in an amount determined by the Board, covering all occurrences commonly insured against including death, bodily injury, and property damage, arising out of or in connection with the use, ownership, or maintenance of the Property, the roadways, ingress and egress easements, and other common areas and facilities.

**Section 8. Grant and Reservation of Easements.**

Declarant, as grantor, hereby grants to each Member of the Association, and to its respective lessees, tenants, employees, agents, customers, licensees, and invitees, and to its successors and assigns, reciprocal and non-exclusive easements upon the Common Area for the benefit of each parcel in the Property as depicted on the Exhibit B plot plan.

**Section 9. Exclusive Use Provisions**

A. Declarant, as Grantor, has executed exclusive use agreements with certain tenants in the Sierra Professional Complex for the purposes of protecting their investment and ensuring compatible and synergistic uses with the Sierra Professional Complex. A detailed list of those tenants granted exclusive use agreements is marked Exhibit C, attached hereto.

B. The Association shall enforce and maintain the exclusive use agreements referenced in Exhibit C, so long as those tenants remain tenants within the Sierra Professional Complex and continue to conduct the business activities for which the exclusive use was granted.

C. In the event a tenant and/or an exclusive use outlined in Exhibit C ceases its tenancy or use, said exclusive use provision shall terminate and all Members of the Association are relieved of any responsibility or restriction relating thereto.

D. A Member of the Association which owns an individual building within the Sierra Professional Complex has the sole authority to grant exclusive use restrictions applicable to the activities conducted within that Member's building. In the event the Member seeks to grant a tenant an exclusive use which would be applicable or binding upon all other Members of the Association and the Sierra Professional Complex, the Member seeking the exclusive use shall first obtain the majority vote of the Members at a duly noticed meeting.

E. In the event any action, proceeding, restraining order or other injunctive relief is sought by the Association, the costs, fees and expenses related thereto shall

be chargeable to the Association in accordance with provisions set forth in Article I, Section 6 above.

**Section 10. Prohibited Uses**

Without the prior written consent of Declarant, no part of the Property shall be used or developed for use as: (1) an Ambulatory Surgery Center; (2) a Laser Surgery Center; (3) An Acute Care, Rehabilitation Center, Long Term Acute Care Hospital, General or Specialty Hospital; (4) a Laboratory; (5) any type of center for diagnostic or therapeutic Imaging Services, including nuclear medicine, radiation therapy, etc., except that physicians may use Aplain film@ x-ray (and with the prior written consent of Declarant on a case by case basis, other imaging modalities) in their own offices, for service to their own patients, so long as the same is not offered as a free-standing x-ray or imaging service; (6) a Physical Therapy Center; (7) an Urgent Care Facility; (8) an Occupational Medicine or Rehabilitation Center; (9) a Dialysis Clinic, or (10) a Catheterization Lab, without the prior written consent of the Declarant. No Parcel shall be used for residential, industrial, warehouse or non-medical office related uses without the prior written consent of the Declarant.

**ARTICLE III  
USE RESTRICTIONS**

**Section 1. Activity Restrictions.** No obnoxious, offensive or disturbing activity of any kind shall be permitted within any structure or upon any part of the Property.

**Section 2. Temporary Structures.** No temporary structure of any form or type shall be permitted on any part of the Property, except during the course of construction.

**Section 3. Recreational or Commercial Vehicles.** No boat, travel trailer, tent trailer, house or houses, trailer, motorhome, cab/over truck/campers or camper shell which is separate from a vehicle or commercial vehicles, be stored or parked for other than loading or unloading purposes on any driveway, street or front part of any Parcel. Declarant or Association will notify the owner of the Parcel to remove such vehicle. If owner does not remove such vehicle or item within ten (10) days after such notice, Declarant or Association shall have the right to have it towed away at the owner's expense.

**Section 4. Adverse Effect on Adjoining Property.** No use of any Parcel or structure within the Property shall adversely affect the use, value, occupation, and enjoyment of any adjoining Parcel or the Property in general. Final determination within these bounds shall be left to the discretion of the Declarant, or upon formation of the nonprofit corporation, at the discretion of the Board.

**Section 5. Excavation.** No excavation for mineral, stone, gravel or earth shall be made upon any parcel other than excavations for necessary construction purposes relating to and for the purpose of construction, contouring, shaping, fencing, and generally improving any Parcel.

**Section 6. Garbage.** All owners and/or tenants of all parcels shall have garbage picked up each week, and no refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and similar matter shall be permitted on any Parcel.

**Section 7. Signs.** No signs shall be erected on any Parcel or portion thereof, or window of any building on such Parcel, except as approved by the Architectural Committee.

**Section 8. Communication Equipment Restrictions.** Radio transmitting and receiving antennas for commercial, microwave, CB and short-wave operations and television antennas shall not be allowed (except as provided by Federal law). No individual Parcel owner shall be permitted to install a satellite dish for the purposes of radio, microwave, television or other communication except as approved by the Architectural Committee and Federal law.

**Section 9. Owner's Obligation of Maintenance and Repair.** The owner of each Parcel shall maintain Owner's property or parcel, and the improvements thereon, in a good, clean, and orderly condition and in a good state of repair and adequately painted or otherwise finished, all at such owner's sole cost and expense, and all in accordance with the Architectural Committee rules. No owner shall permit any building, structure, or other improvement on such parcel to fall into disrepair. Owners shall maintain all exterior glass and doors, provide for removal of snow from sidewalks (where not provided by the Association), and all maintenance of interior of space.

**Section 10. Utilities.** The owner of each Parcel shall arrange for and be responsible for payment of all utilities used on the owner's Parcel. The owner may permit tenants to arrange for, and be responsible for payment of utilities.

#### **ARTICLE IV** **ARCHITECTURAL COMMITTEE**

**Section 1.** In order to provide for the orderly development of the Property and to aid in establishing a unique and prestigious architectural format, there is hereby created an Architectural Committee whose membership shall consist of the Declarant, until the creation of the nonprofit corporation, and thereupon shall be the Board, or such persons as selected by the Board to so act. In the event that the Board shall fail to make said appointment, then the initial members of the Architectural Committee shall be the Declarant. In the event of the resignation, incapacity, failure, or death of any member or members of the Architectural Committee, the remaining member or members shall fill any vacancy or vacancies. Further, the Architectural Committee shall have the power to establish its own internal rules, regulations, and procedural details. Declarant reserves the right to change appointments, fill vacancies or appoint members of the Architectural Committee so long as Declarant owns a Parcel within the Property.

**Section 2.** The Architectural Committee shall examine and approve or stipulate to reasonable changes or alterations and plans for any structured unit to be constructed any parcel. Original colors and any change of color from the original paint MUST BE APPROVED by the Architectural Committee. Said changes or alterations in plans duly submitted to the Committee shall be made only in the best and continuing interest of maintaining a superior tone and quality of architecture throughout the Property.

**Section 3. Plans and Specifications.** No building shall be constructed, re-constructed, erected, commenced or placed upon any parcel until a complete set of plans thereof, including front, side and rear elevations, along with floor plans for each floor and basement, exterior color schemes thereof and plot planning indicating and establishing the exact location of any structure and a landscape plan shall have been first submitted in writing to the Architectural Committee for approval and such approval is obtained in writing from the Architectural Committee.

**Section 4. Redecorating and Alterations.** If any redecorating or alteration of the exterior of any existing structure be proposed without remodeling or adding to or effecting structural changes in any existing structure, it shall be necessary to file an exterior color scheme of such changes and to receive written approval of the Architectural Committee prior to commencing said work. When the exterior, redecoration, alteration, addition, or remodeling affects structural changes, the provision of Section 3 above must be complied with prior to construction.

**Section 5. Approval of Plans, Alterations and Color Change.** Approval by the Architectural Committee of any given plans, alteration, or color change may be withheld due to noncompliance with any of the specific requirements of this Declaration or due to reasonable disapproval of the Architectural Committee as to the location of the building site upon any parcel, appearance, construction material to be used therein or thereon, the lot grading plan, landscaping plan and the harmony of the proposed structure with the surrounding area. At no time shall the Architectural Committee action or any matter submitted before it take more than forty-five (45) days from the date of said submission. In the event that the Architectural Committee disapproval is not received at the end of said forty-five (45) days, then such submission shall automatically be deemed approved.

**Section 6. Change of Use.** In the event that any structure is to be modified for a change of use (e.g. different kind of business, etc.), such modifications shall be subject to prior approval by the Architectural Committee and consideration of the effect upon the other parcels and businesses on the Property.

## **ARTICLE V** **MISCELLANEOUS**

**Section 1. Duration.** The provisions of this Declaration shall continue and be effective for a period of twenty (20) years from the date of recordation hereof, and shall be automatically extended for successive periods of ten (10) years each until a majority

percentage of the Members of the Association, with the membership percentage being equal to the total square footage of the parcel or parcels owned by each member as set forth in Exhibit A, determine that the Declaration shall terminate and notice thereof is recorded in the office of the Recorder of Carson City, Nevada.

**Section 2. Amendment.** This Declaration may be amended in any respect upon obtaining the written consent of Declarant and at least a majority percentage of the Members of the Association.

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

CARSON TAHOE REGIONAL  
HEALTHCARE, a Nevada nonprofit corporation  
1600 Medical Parkway  
Carson City, NV 89703

By: \_\_\_\_\_  
Ed Epperson, FACHE, its  
President and Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF NEVADA        )  
                                      : ss  
CARSON CITY            )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, duly commissioned and sworn, personally appeared ED EPPERSON, known (or proved) to be the person whose name is subscribed to the within instrument, and who acknowledged that he executed the same as President and Chief Executive Officer of Carson Tahoe Regional Healthcare, freely and voluntarily and for the uses and purposes therein mentioned.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

Sierra Professional Complex

**Legal Description of the Property**

**EXHIBIT B**

Sierra Professional Complex

**Plot Plan Showing Location of the Parcels, Building Areas, Common Areas, Driveways,  
Parking Areas**

**EXHIBIT C**

Sierra Professional Complex

**Tenants Having Exclusive Use Agreements**