

WILDCREEK BUSINESS PARK

FINAL DESIGN STANDARDS

DEVELOPMENTAL HANDBOOK

AUGUST 1995

FINAL DESIGN STANDARDS DEVELOPMENTAL HANDBOOK

INTRODUCTION

This portion of the application describes the various design and control elements that together will make Wildcreek Business Park a unique professional office community. The following topics are addressed:

- I. Project Goals / Policies
- II. Circulation
- III. Permitted Land Uses
- IV. Architecture
- V. Landscape
- VI. Streets
- VII. Soils
- VIII. Site Furnishings
- IX. Signage
- X. Mailboxes
- XI. Lighting
- XII. Fences and Walls
- XIII. Protective Covenants (CCR'S)

PROJECT GOALS / POLICIES

This development is intended to be a Professional Office Business Park located on the northwest corner of Sullivan Lane and McCarran Boulevard. The parcel is 9.86 acres in size and the developed is proposing 15 buildings containing 49 units or a total of 90,832 square feet. Primary access of the Development will be from Sullivan Lane. The offices are intended to be for sale as condominiums. The orientation of the buildings takes advantage of the views from this property. The open space amenity in the form of the Wildcreek Golf Course to the east provides an open space view that is to be protected.

This development is the first substantial professional office complex in the City of Sparks since the Riberio Office Complex on McCarran Boulevard. It is intended to take full advantage of the scenic vistas from its elevated position. It is also projected to be an owner-occupied professional office complex that will allow for land use stability.

The proposed buildings are single story with tile roofs and stucco exteriors. The percentage of lot coverage by building is only 25%.

CIRCULATION

The primary access to the property is from Sullivan Lane and there will be requirements relating to a finished road cross section that will see a sidewalk, curb, gutter and 29 feet of reconstructed roadway. There is surplus right-of-way at the Sullivan Lane \ McCarran Boulevard intersection. With this project (N.W. Corner), the right-of-way is in excess of 150 feet and should be tapered to allow for utilization for on-site storm water detention and landscaping. The primary access road, Green Vista Drive, is approximately 1,228 " in length and will be publicly dedicated. It will provide primary service as well as fire access to the site. There is proposed an acceleration lane constructed adjacent to the north edge of the existing McCarran Boulevard. There will be no interface with McCarran Boulevard from an access standpoint, but this side will be buffered and landscaped. Parking will be double loaded on most of the buildings with the necessary fire lane width incorporated into the aisle width.

Due to staff input and City Council Modifications to the site plan, secondary fire access to the site along El Rancho Drive has been recommended. The road is a Type 2, Class B aggregate base and is 20 feet in width. The applicant is requesting this width for several reasons; First, No other vehicle will utilize this roadway. This is solely an

emergency access roadway. Second, because of the topography, a more minimum street section will have less of a scarring effect on the environment.

This handbook proposes a mixture of uses that fall into the Professional Office, Neighborhood Commercial, General Commercial and in some limited instances, Industrial Commercial. It is intended to function as a performance oriented series of land uses. By the lay out of the buildings and the need to balance parking demands, intensively Commercial development is not envisioned.

The retail uses are those that can readily mix with offices, i.e., Business Machine Sales, Computer Sales, Blue Print Copying Services, Copy Stores, Office Equipment Repair, Typing/Addressing Services, Cellular Telephone Sales, those that mix with Medical Facilities, i.e., Prophetic Devices, Hearing Aid Sales, etc., and finally, there are uses such as Art Galleries, Travel Agencies, Frame Shops, etc. that are typically low volume, quiet, commercial land uses.

The applicant is eliminating any possibility of Residential Land Uses. The types of uses that have been described as Industrial Commercial by Staff are the Dental Lab, Office Equipment and Interiors, Etc. are typically complimentary to medical or Office uses. No use of a purely industrial nature will be entertained. All such uses will be run by staff to deal with the compatibility/mix uses.

In terms of 24 hour operations, there will be none. The applicant has concluded that evening and weekend functions will be those normally associated with an office complex.

The restaurant and Personal Services Facilities are subservient to the Professional Office Use. Land use controls relating to this are (1) Signage, (2) Square footage within buildings, (3) Overall parking demand and, (4) Lack of freestanding pads.

FINAL LAND USES

I. Permitted Land Uses

- Professional - Medical Offices
- Medical Clinics
- Banks and other Financial Institutions
- Personal Service Facilities
 - Blueprint copy shop
 - Copy Store
 - Golf Equipment/Repair
 - Hearing Aid Sales
 - Travel Agency
 - Photography Studio
- Neighborhood Convenience Shopping and Service Facilities
- Restaurants
- General Retail as Follows:
 - Jeweler Sales
 - Art Gallery]
 - Frame Shop
 - Dental Lab/Appliance Manufacturing
 - Business Machine Sales
 - Computer Sales
 - Copy Store
 - Eyeglass Sales (Resale)
 - Office Equipment/Repair
 - Musical Equipment
 - Prophetic devices
 - Cellular Telephone Sales
 - Florist (Retail)
 - Video / Imaging Service
 - Typing / Addressing Services
 - Child Care Facilities Requiring (Not more than 1 care giver)

Uses requiring a Special Use Permit

None

II. ARCHITECTURE

A. DESIGN

The architecture at the site is illustrated by the streetscape elevation drawings depicted in Figures 1 and 2. Variation of the setbacks within the prescribed minimum setback guidelines will be required through the location of building envelopes for each lot with each final subdivision map. The topography of this site also adds to the interest of the buildings with relation to the site and to one another. The estimated build-out for this development is estimated to be 2 years. This depends largely on market absorption, interest rates, regional growth trends, etc.

B. EXTERIOR MATERIALS

1. Exterior Siding of Stucco (Beige or Cream color with brick veneers).
2. Roofing of Tile (Burnt Orange / Brown in color) or concrete slate.

C. BUILDING TYPES

This development will consist of ~~three~~ building types:

1. 4 units each containing 1,260 square feet.
2. 3 units with the center unit consisting of 3,036 square feet and the end units 2,024 square feet.
3. 3 units with 2,016 square feet each.

In terms of building type, the building partition will form the property line.

D. BUILDING ENVELOPES / SETBACKS

1. Sullivan Lane - Frontage averages 25 feet to 30 feet setback from public right-of-way.
2. McCarran Boulevard - All buildings are 29 feet back from property line (with the exception of one on the southeast corner of the development) which has a 10 foot setback.

3. The Northwest corner of Sullivan Lane and McCarran Boulevard has proposed setbacks off Green Vista Drive which are at least 105 feet on the west side.
4. Setbacks on Green Vista Drive are a 10 foot minimum along the street frontage.

E. REFUSE COLLECTION SYSTEM

The refuse collection system is two dumpsters strategically located in convenient areas. They are designed to reflect the building and site design. The construction is masonry with a gate and stucco exterior.

II. LANDSCAPE

A. DESIGN

Wildcreek Business Park will establish a high quality landscape planting that reflects the natural setting of the site and reflects on the adjoining open space as represented by the golf course. The overall goals of the landscaping will be to:

1. Soften the building transition and its relationship to the topography.
2. Minimize the effect of construction on this gently sloping hill.
3. Reduce the impact of McCarran Boulevard both as a noise and air pollution corridor.
4. Utilize resource efficient, low water consumption plant materials.
5. Reflect into planting materials, the adjoining open space plant materials.
6. Establish an adequate transition between the residential / multi-family land uses and the proposed adjoining parcels.
7. Properly landscape adjoining right-of-way in a

manner which creates a fine finished developmental product.

8. Restabilization of the cut bank along north and western edge of Green Vista Drive.

Total building area provided is 90,832 square feet.

9. The landscaping requirement for professional offices is 25%. The actual amount of landscaping on the property is 24% or 2.33 acres. There is an additional 5% that is excess right of way or right of way that adjoins the site so that the actual functional amount of landscaping is 29% of the site and surroundings.

B. COMMON AREAS

Common area landscaping is intended to provide simple relatively low maintenance open areas.

The following guidelines will help implement the goal:

1. Use of drought resistant plants and shrubery is preferred and proper irrigation systems will be utilized for water conservation purposes.
2. Provide new tree plantings in a mix of formal rows and informal clusters to add interest and reinforce street edges and open areas.
3. The eastern edge of the site along Sullivan Lane will be treated as a continuous landscape edge consisting of plant materials, trees, and detention basins.

III. STREETS

A. APPEARANCE

The appearance of streets are very important because they form the developmental backbone of this development and are an important part of the design.

B. PAVING

- 1. It is imperative that there are linkages between the pavement sections , pedestrian sidewalks and the public street section.
- 2. Pedestrian sidewalks will be paved with concrete and will be at least 4 feet in width.
- 3. Sullivan Lane will have a sidewalk installed as a part of the street reconstruction.

C. PARKING

This development is targeted for the upscale professional office mix of medical and dental offices which influence the increased demand for parking.

Total number of parking spaces	474
Handicap parking	
Total number of handicap spaces	30
Total number of handicap spaces required by ADA	9
Usage Breakdown	
Total Square Footage	90,832 sf
Office, Financial Institution	87 %
(0.87)(90,832 sf) = 79,024 sf	
Medical, Dental, Office, Clinic, Personal Service, Barber Shop, Beauty Salon, etc.	13%
(0.87)(90,832 sf) = 79,024 sf	

Percentages for usage breakdown found using the City of Sparks Title 20, page 243a (1 space per 200 sf for office and 1 space per 150 sf for medical) This is a worst case scenario.

IV. SOILS

This project is proposed on property that is known to have concerns relating to soil conditions, specifically clays. Through the use of an innovative foundation system, these concerns will be mitigated. This system penetrates the clays and supports the buildings on piers drilled through the clay layer. (see soils report)

V. SITE FURNISHINGS

- A. Site furnishings include signage, mailboxes, lighting, fencing, and paving. These elements will be designed as coordinated system with common colors, materials, and styles that reflect the existing character of the site and create a unified identity for the community.

VI. SIGNAGE

A. APPEARANCE

1. Signage at the entries will be made primarily of stucco with masonry, tile or stone accents
2. Street signage will coordinate with the overall signage theme for the project

VII. MAILBOXES

A. REQUIREMENTS

1. The mail boxes will follow the recommendations of the Sparks Post office in terms of sizing and location.

VIII. LIGHTING

A. QUALITY

Site lighting will provide safety along streets, sidewalks and open spaces. The quality of light and the design of fixtures are important to the appearance of these areas.

B. SIZE

1. Internal parking area lights should be limited to 12 to 15 feet in height and in order to create pedestrian scale and a residential feeling, public street lights will be 25 to 30 feet in height.

C. TYPE

1. Street lighting should be cut off and down-lit to reduce glair.

2. Lower level lighting will be emphasized whenever possible and lighting fixtures should be shielded, diffused or indirect to avoid glare to motorists and pedestrians. To the approval of the Public Works Director.
3. Light levels will be increased in key areas to insure pedestrian and vehicular safety.
4. Bollard or wall lighting may be used along pedestrian paths to create an appropriate scale.

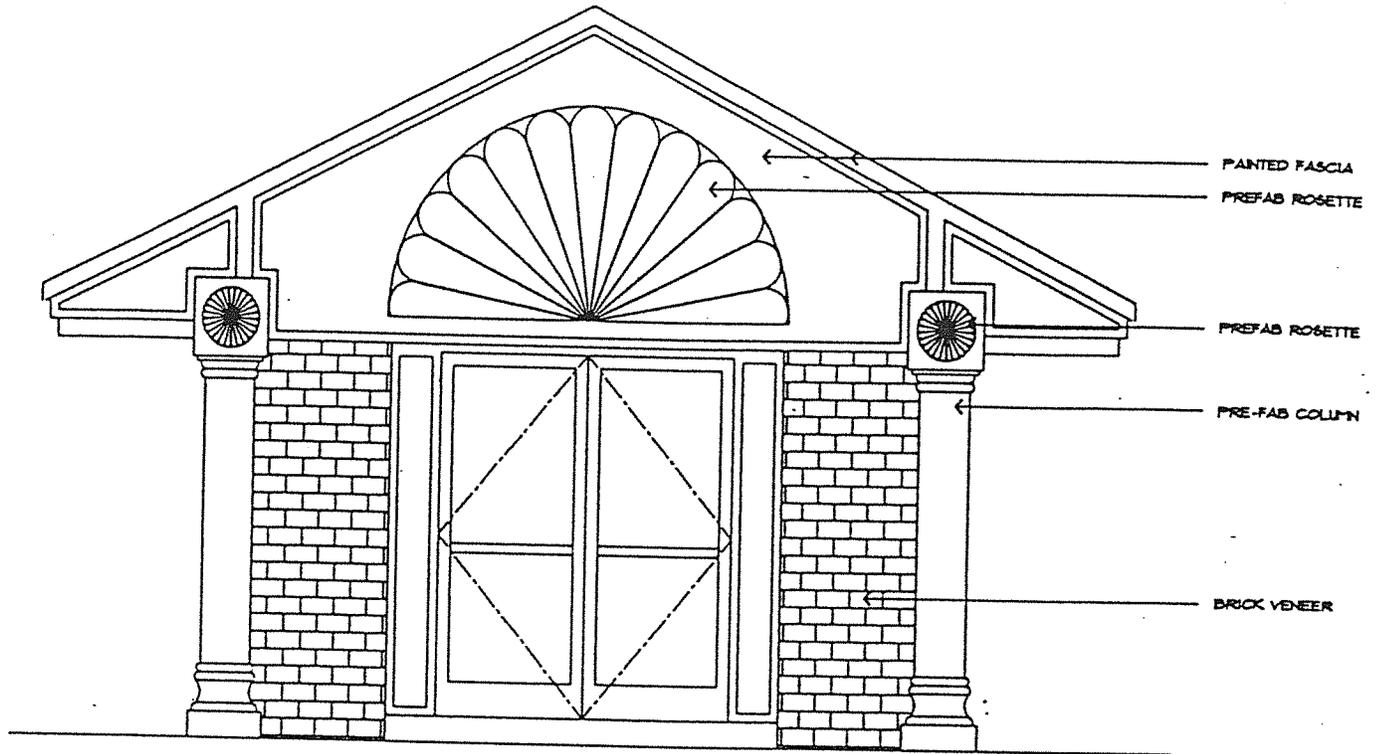
IX. FENCES AND WALLS

A. APPEARANCE

Fencing will reflect an overall design theme consistent with the business park's design motif.

1. Retaining walls will be decorative
2. No metal fencing will be allowed.

Figure 1



ENTRANCE DETAIL

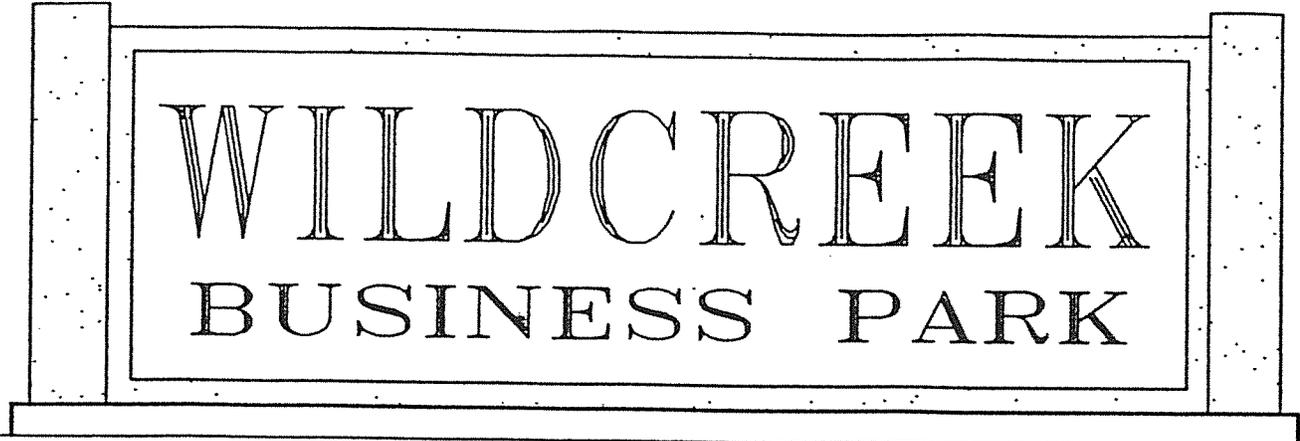
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MONUMENT SIGN

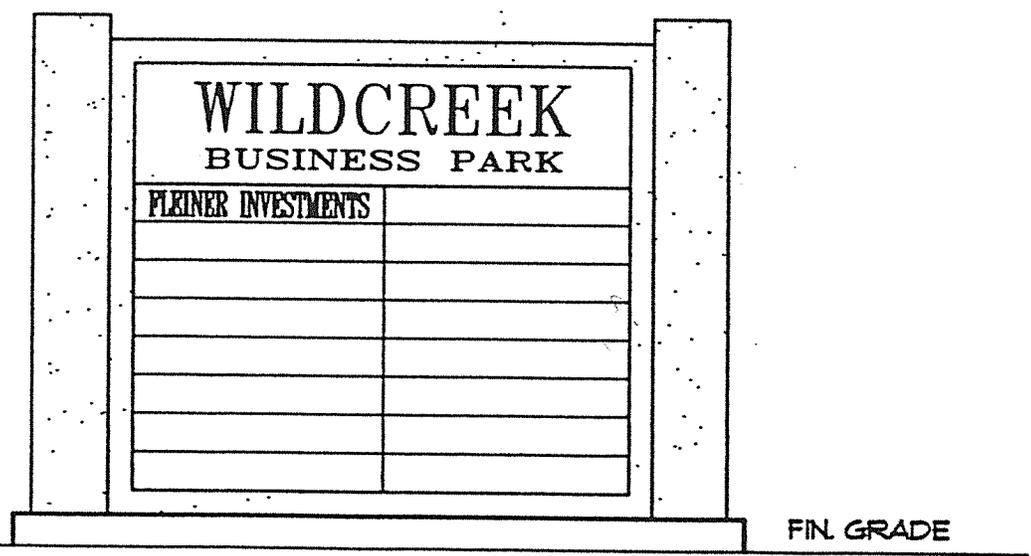
SCALE: 1/2" = 1'-0"

A.C.E. ARCHITECTS, INC.



MONUMENT SIGN SECTION

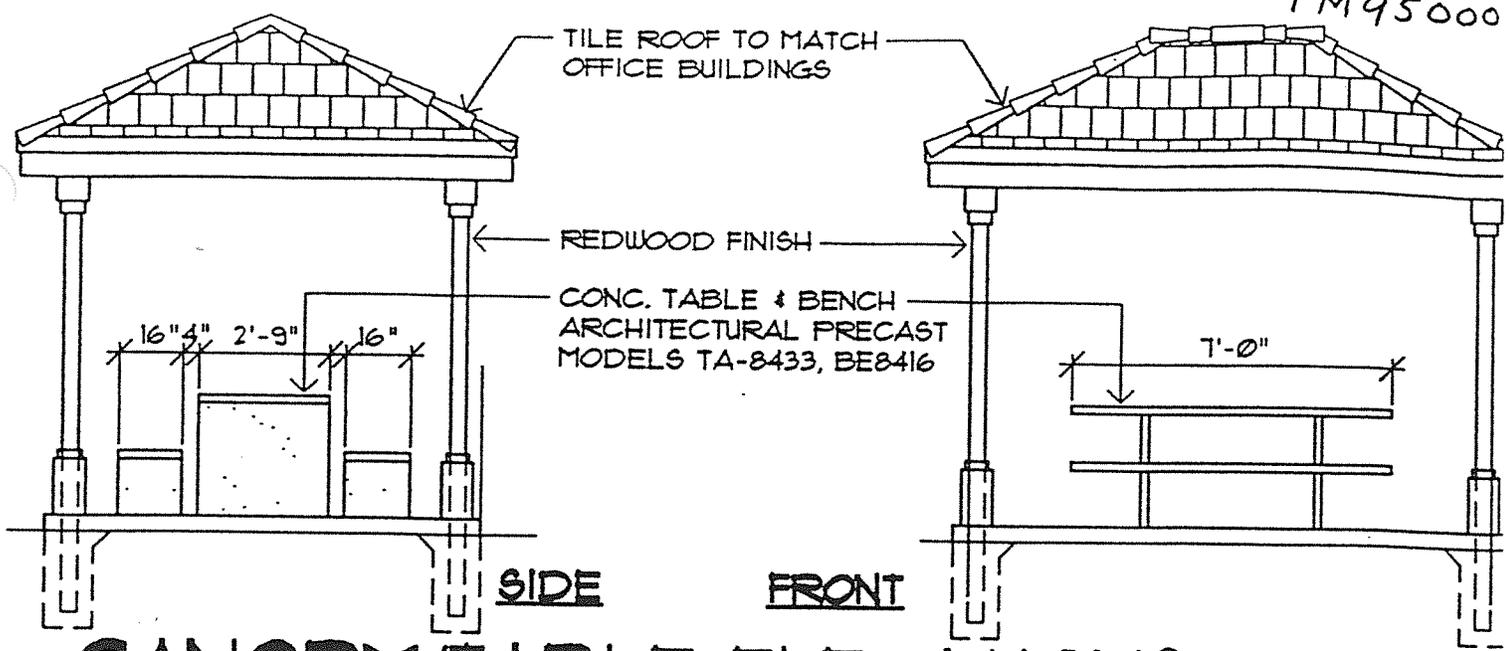
SCALE: 1/2" = 1'-0"



OFFICE SIGN ELEVATION

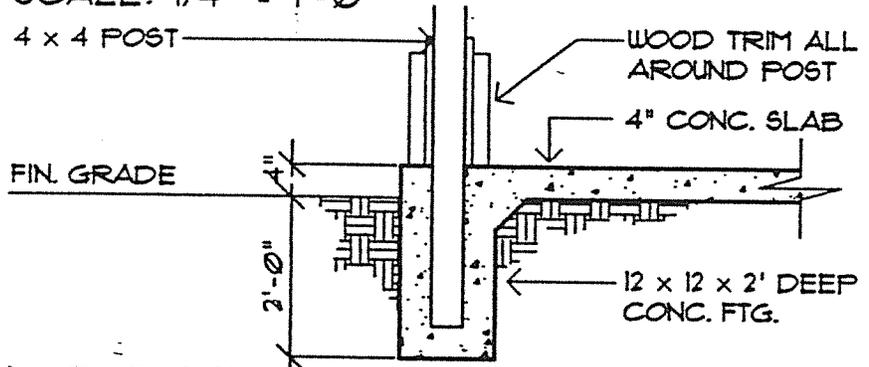
SCALE: 1/2" = 1'-0"

FOR
WILDCREEK BUSINESS PARK



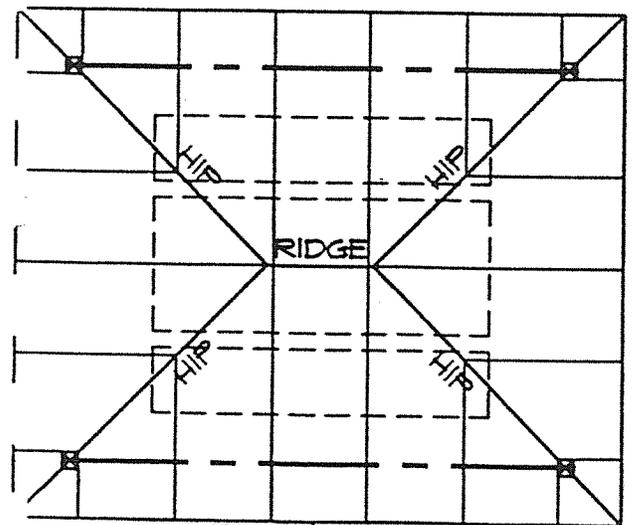
CANOPY/TABLE ELEVATIONS

SCALE: 1/4" = 1'-0"

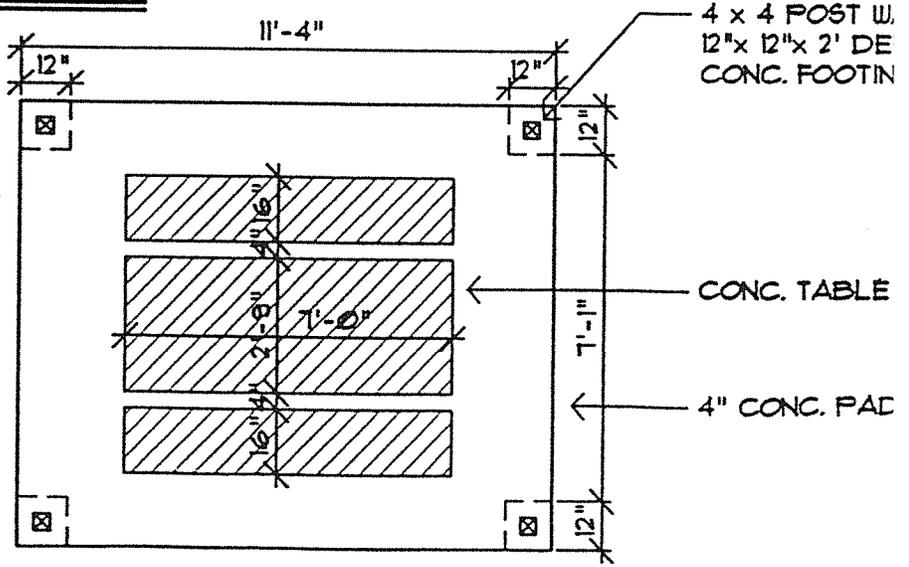


FOOTING DETAIL

SCALE: N.T.S.



ROOF PLAN VIEWS

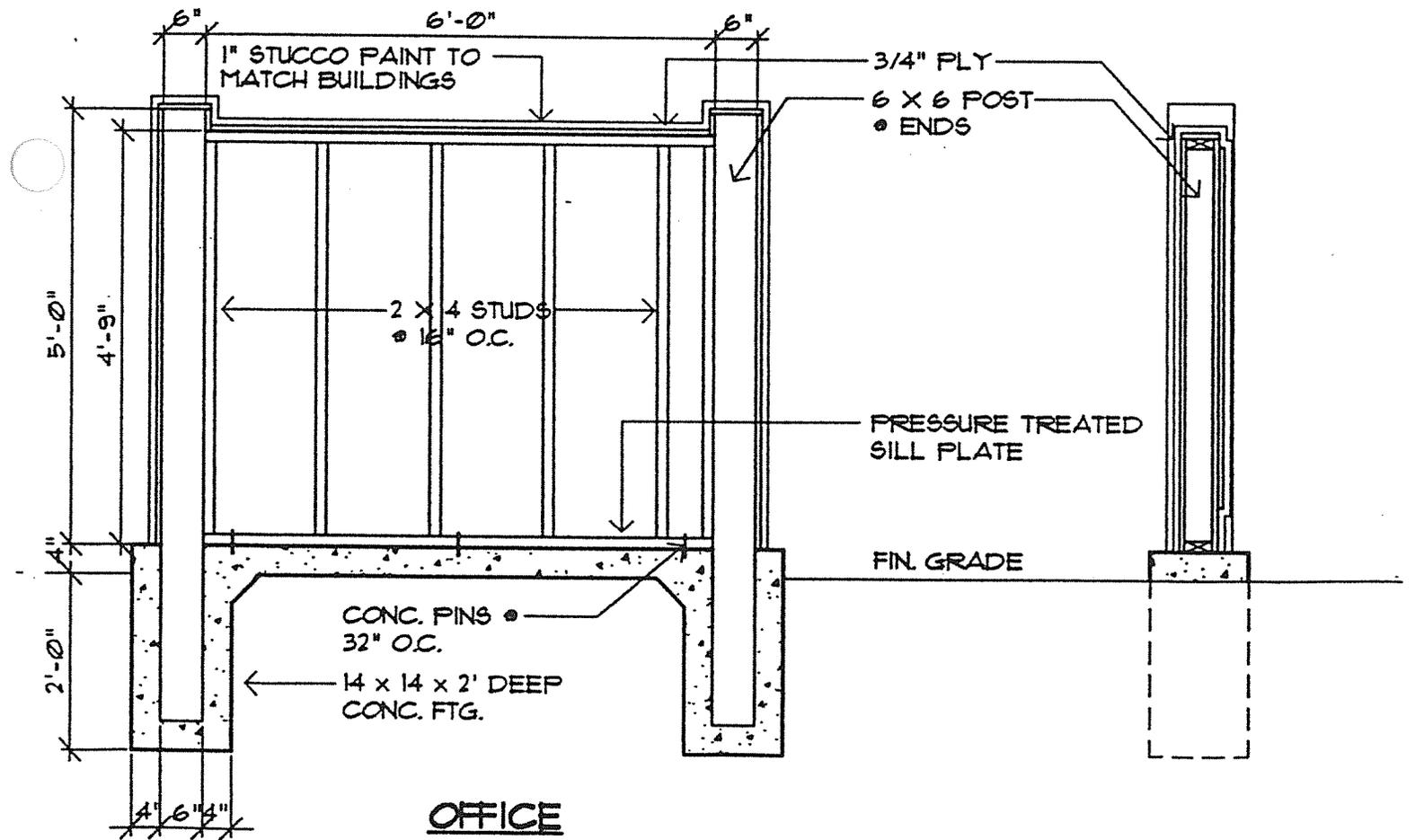
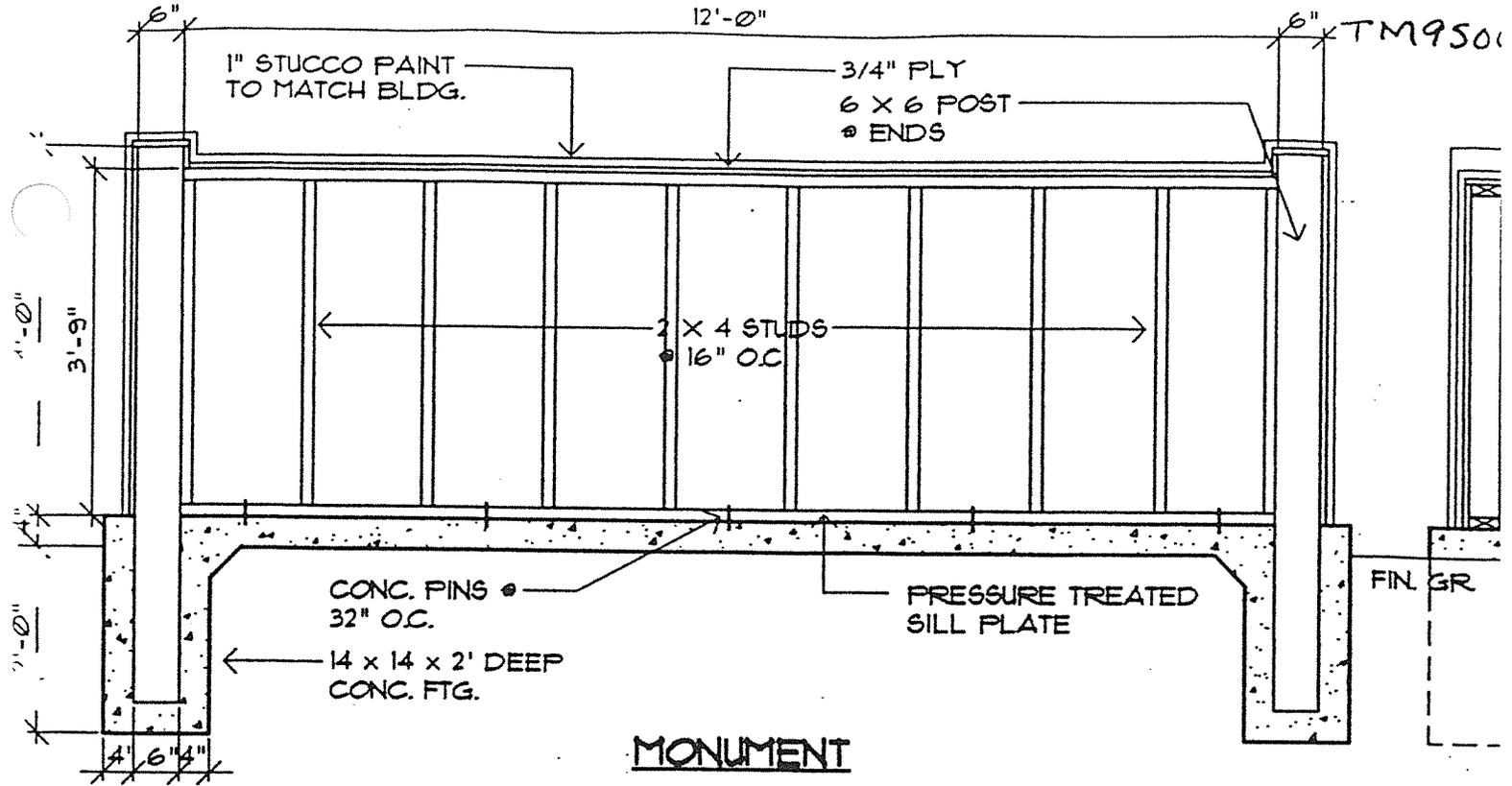


FOUNDATION

SCALE: 1/4" = 1'-0"

FOR

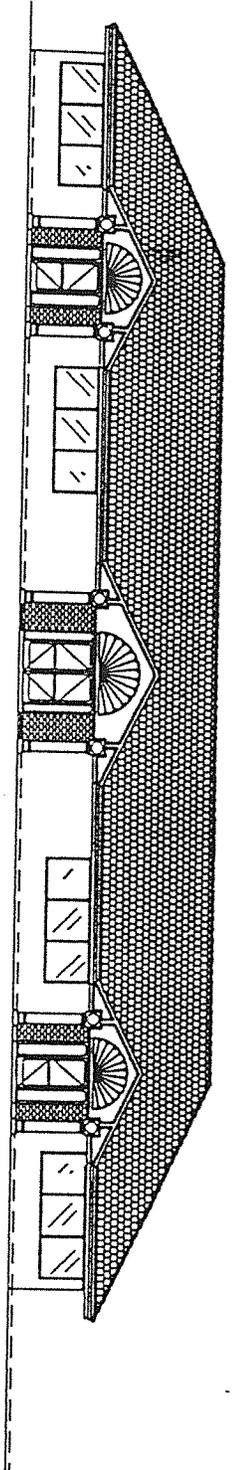
WINDCREEK BUSINESS CENTER



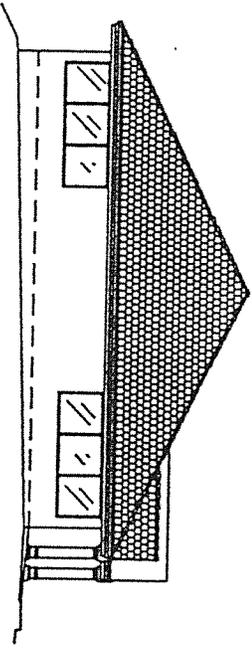
SIGN SECTIONS

SCALE: 1/2" = 1'-0"

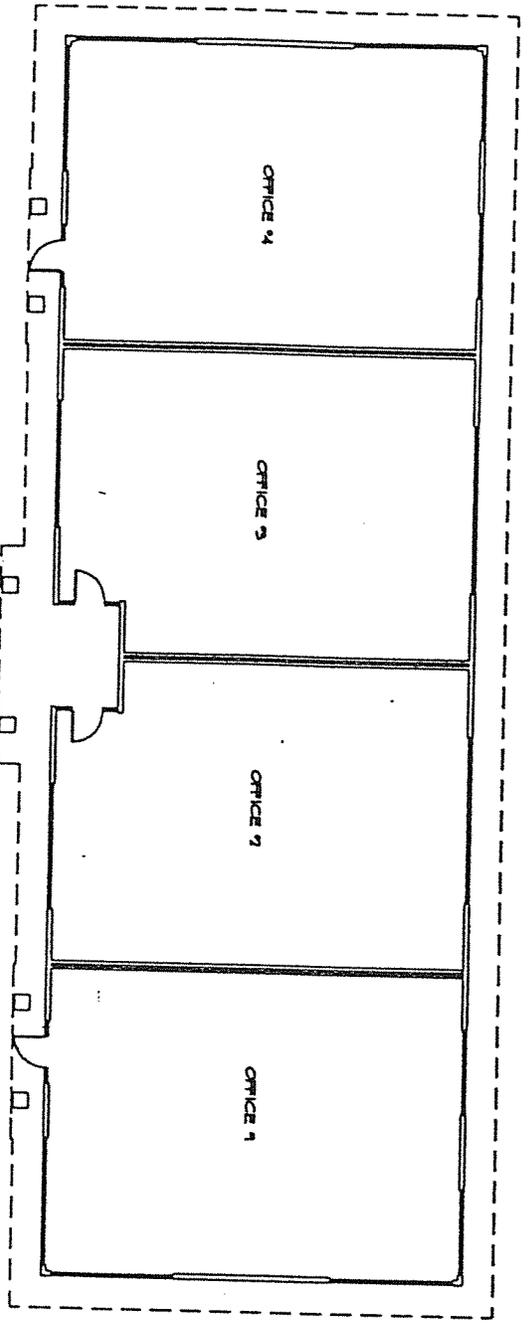
FOR
WILDCREEK BUSINESS PARK



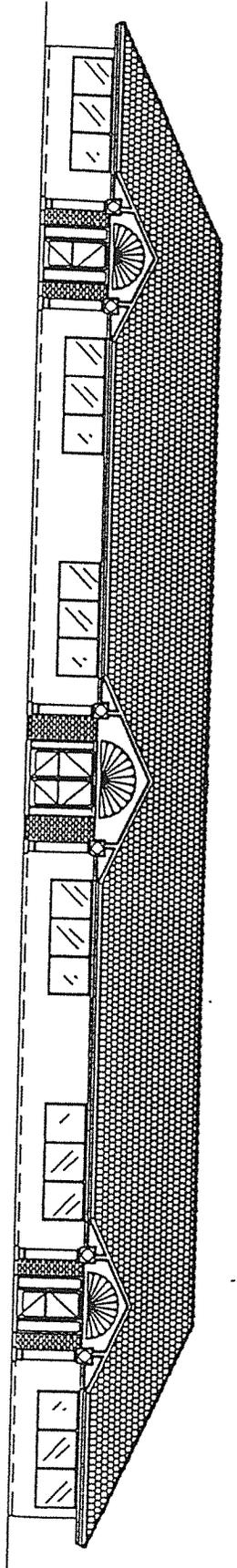
FRONT ELEVATION BUILDING 'A'
SCALE: NTA



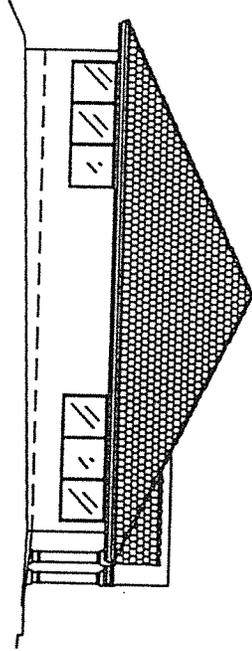
SIDE ELEVATION BUILDING 'A'
SCALE: NTA



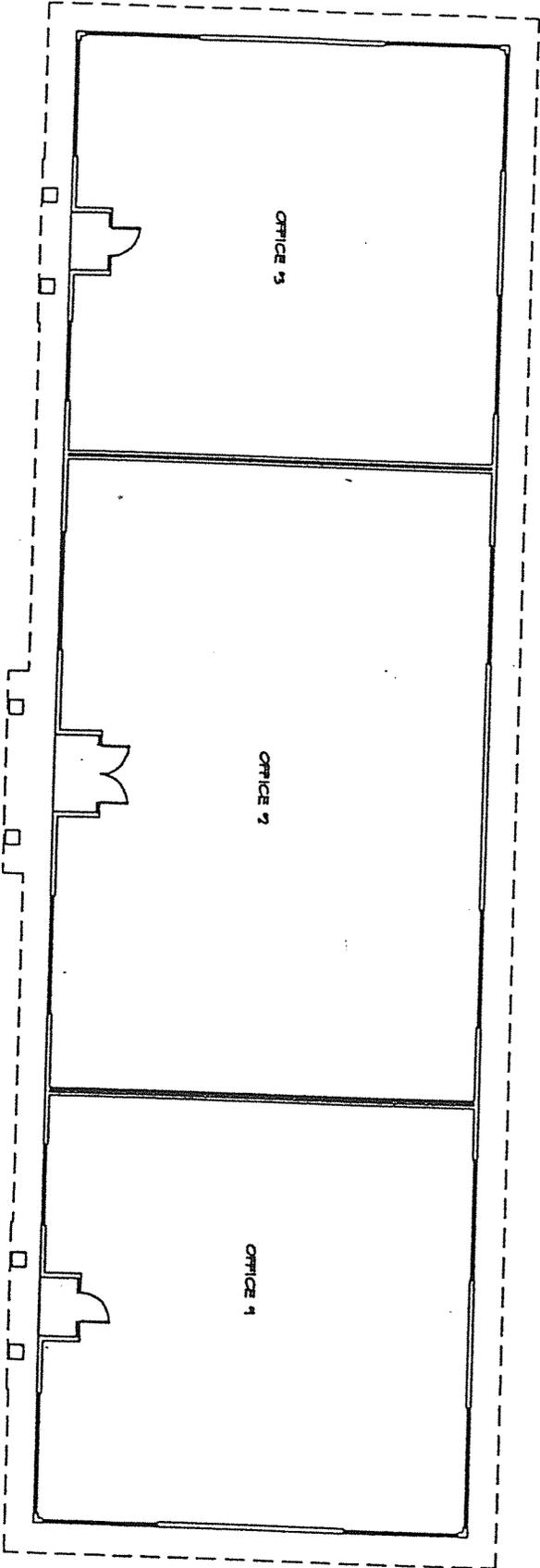
FLOOR PLAN BUILDING 'A'
SCALE: NTA



FRONT ELEVATION BUILDING 'B'
SCALE: N1/8

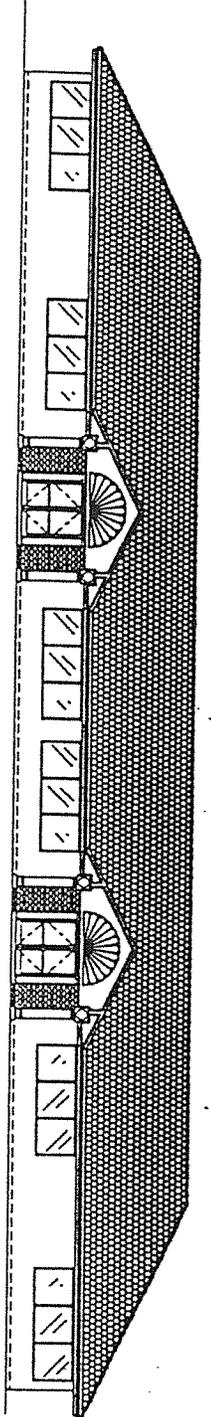


SIDE ELEVATION BUILDING 'B'
SCALE: N1/8

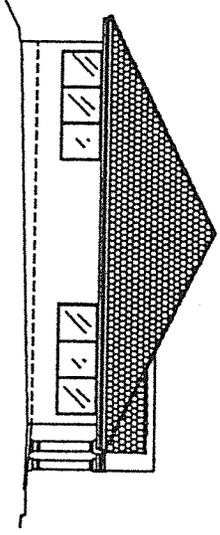


FLOOR PLAN BUILDING 'B'
SCALE: N1/8

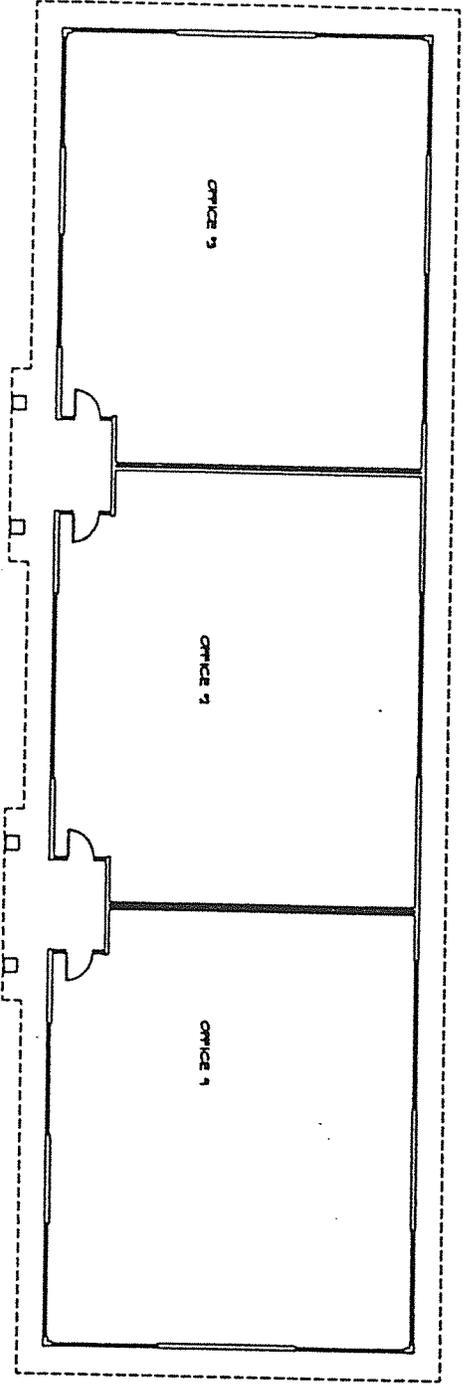




FRONT ELEVATION BUILDING 'C'
SCALE: N.T.S.

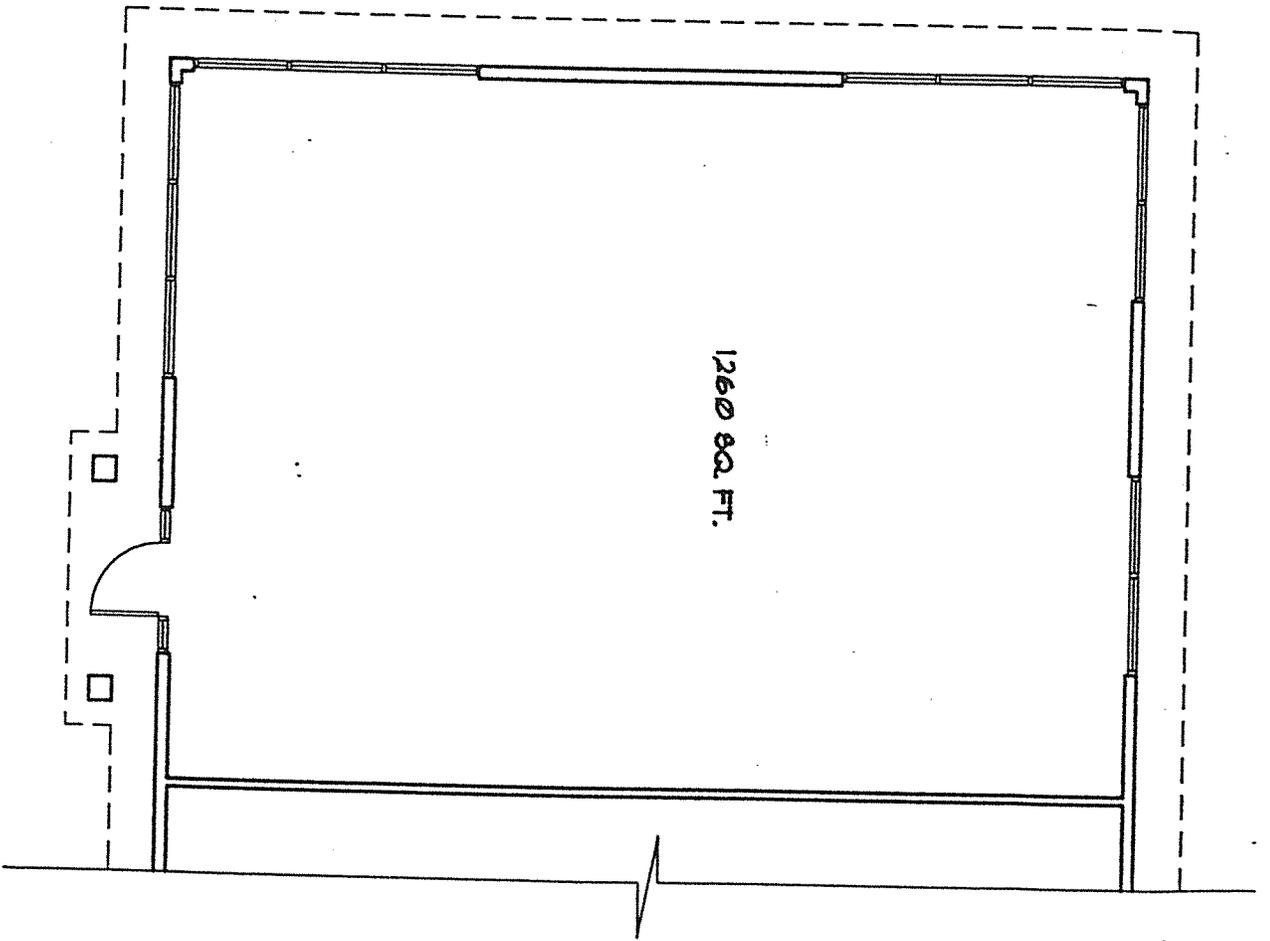


SIDE ELEVATION BUILDING 'C'
SCALE: N.T.S.



FLOOR PLAN BUILDING 'C'
SCALE: N.T.S.

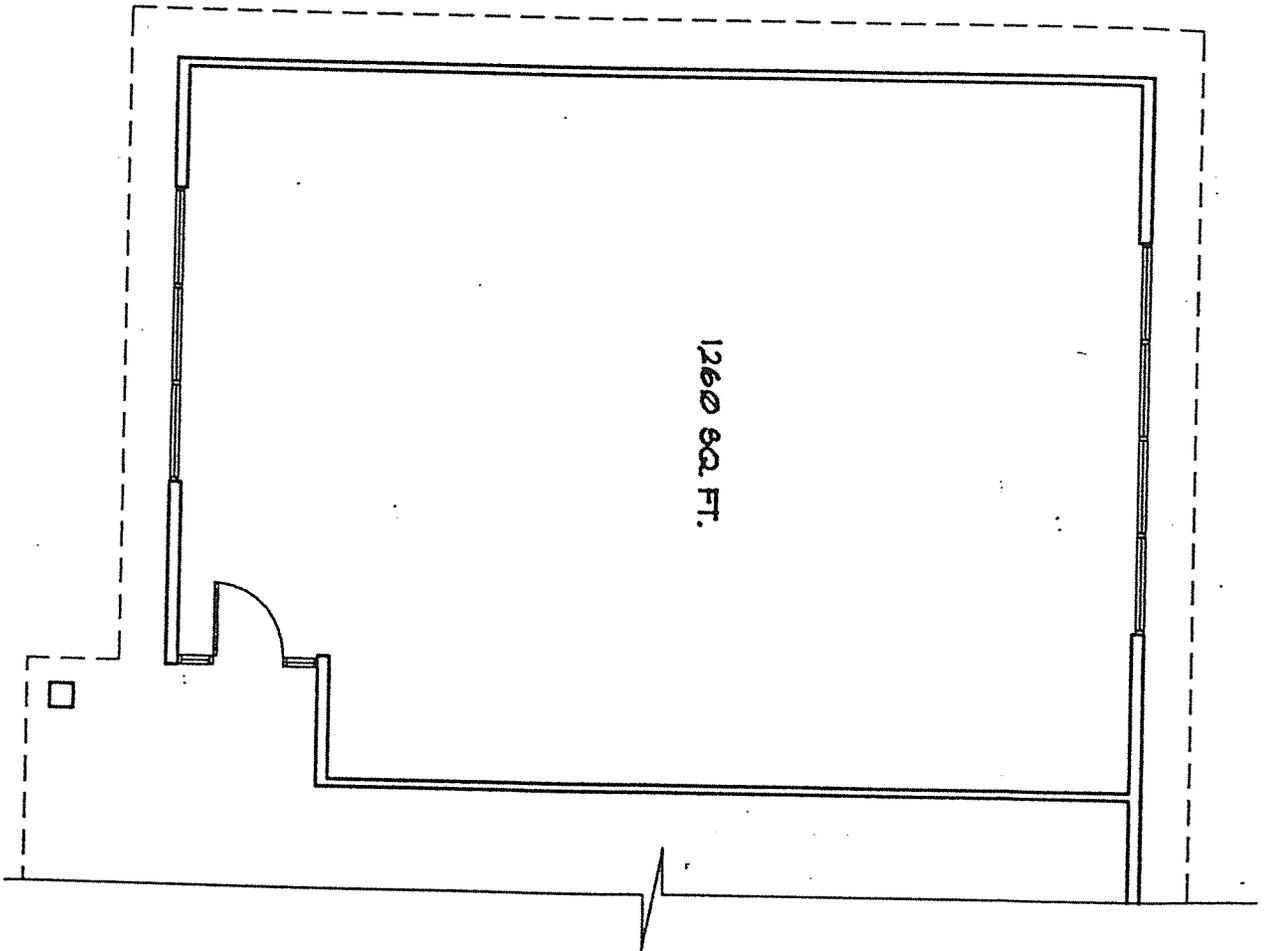
TM950004



BUILDING 'A'

OFFICE #4
(OFFICE # SIMILAR, PROPORTION HAND)

SCALE 1/8" = 1'-0"



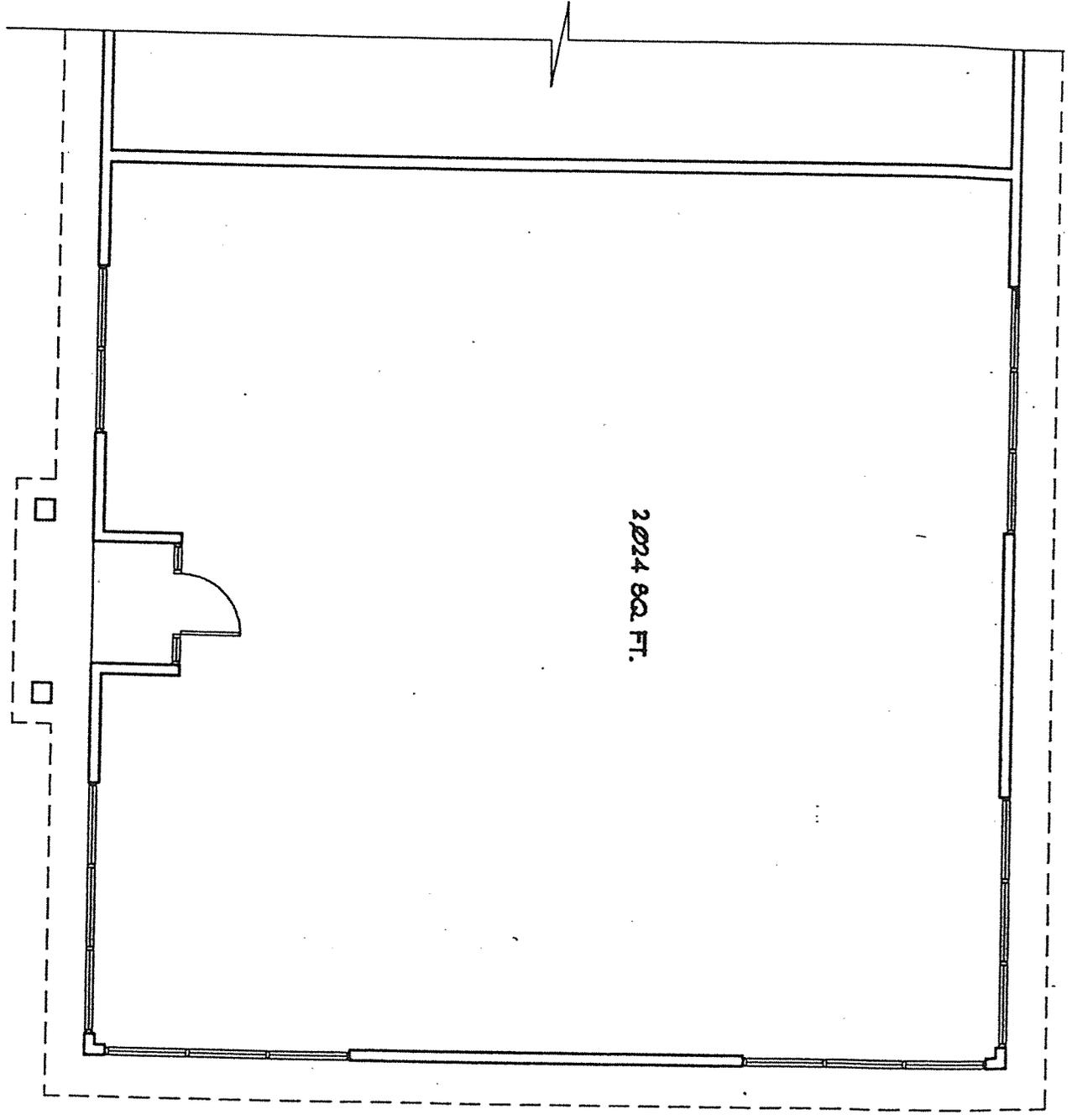
BUILDING 'A'

OFFICE #3

(OFFICE #2 SIMILAR, OPPOSITE HAND)

SCALE 1/8" = 1'-0"





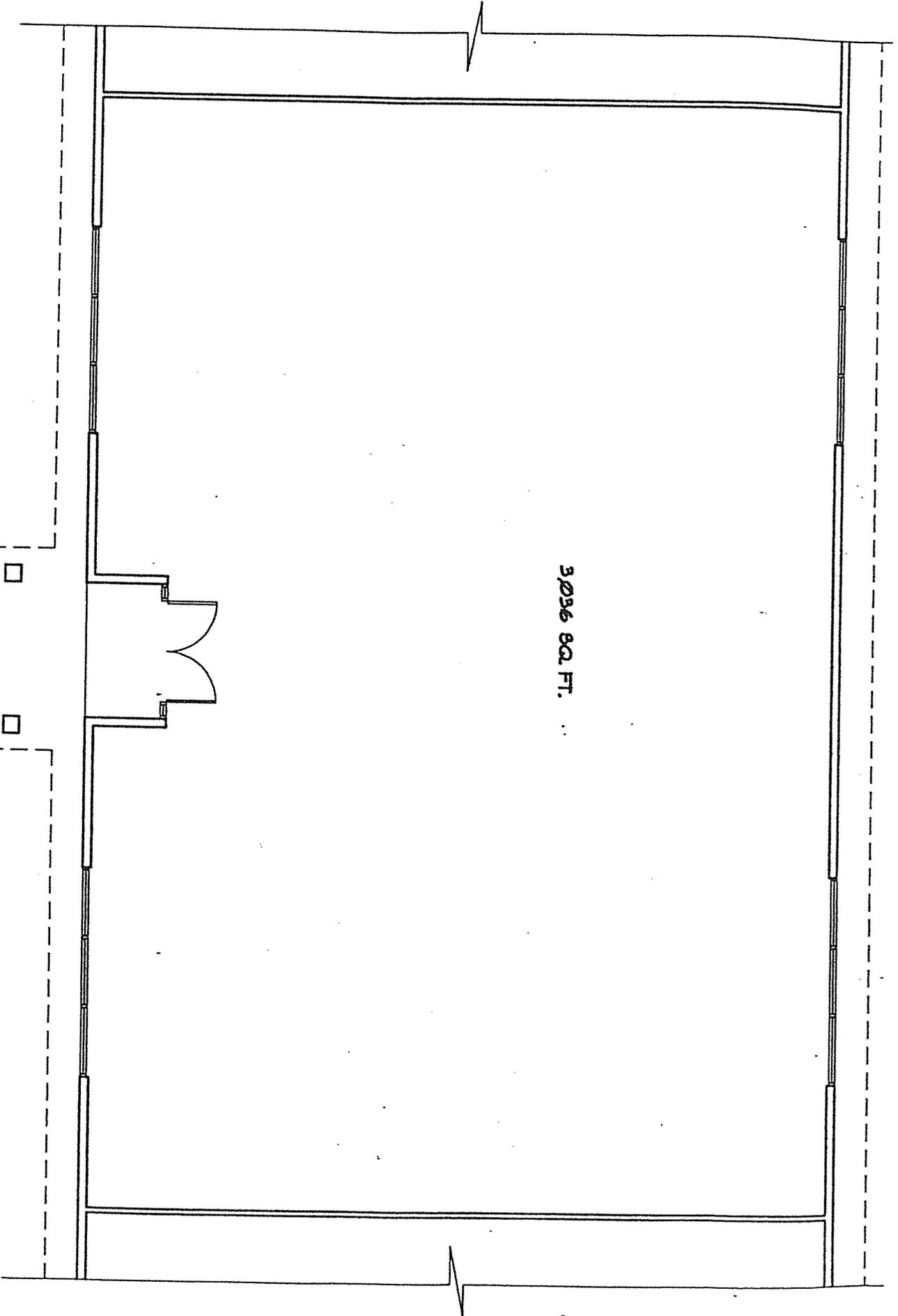
2024 SQ. FT.

BUILDING 'B'

OFFICE #1
(OFFICE #3 SIMILAR, OPPOSITE HAND)

SCALE 1/8" = 1'-0"

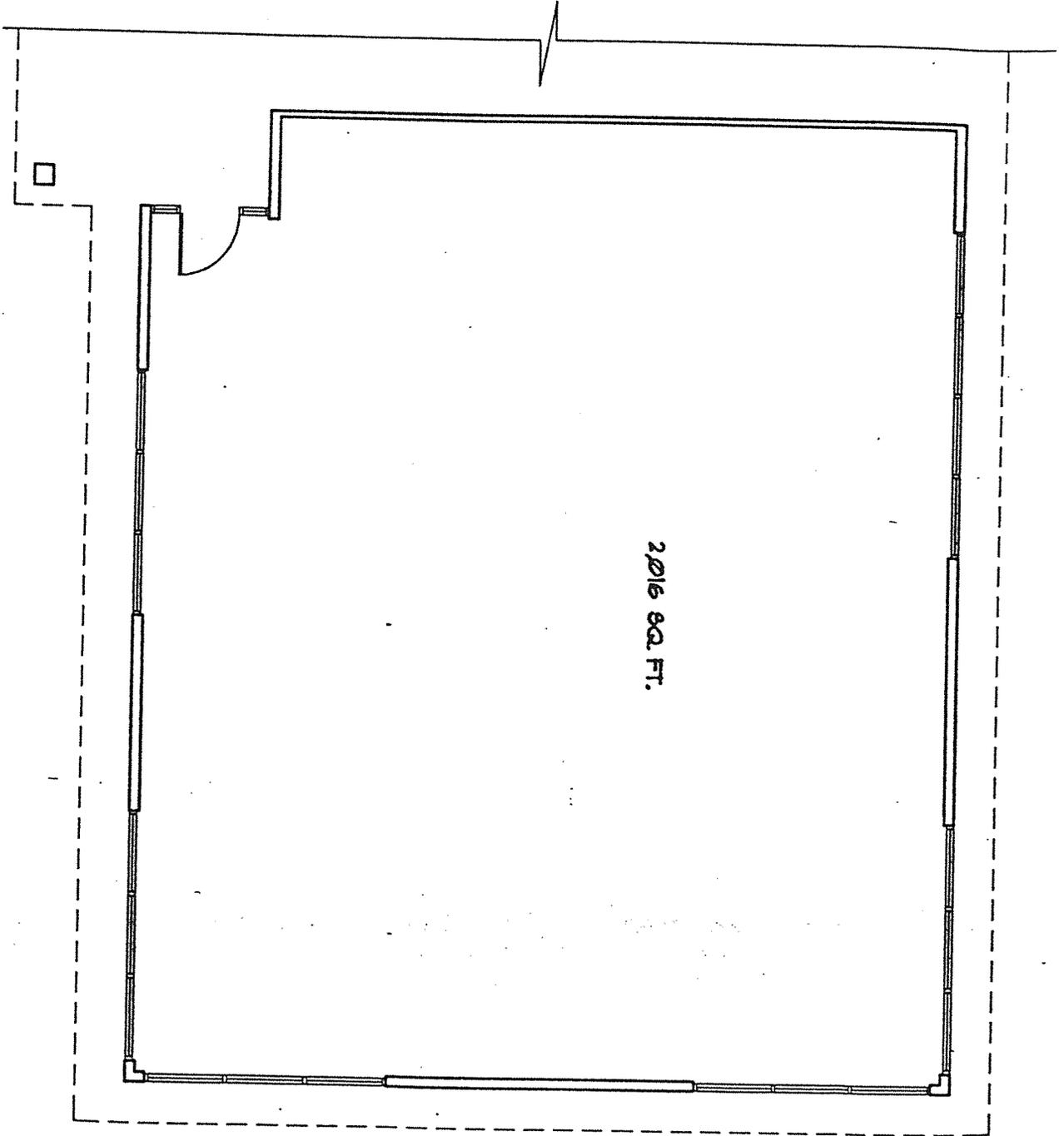
TM950004



BUILDING 'B'
OFFICE #2

SCALE 1/8" = 1'-0"

11
12
13
14

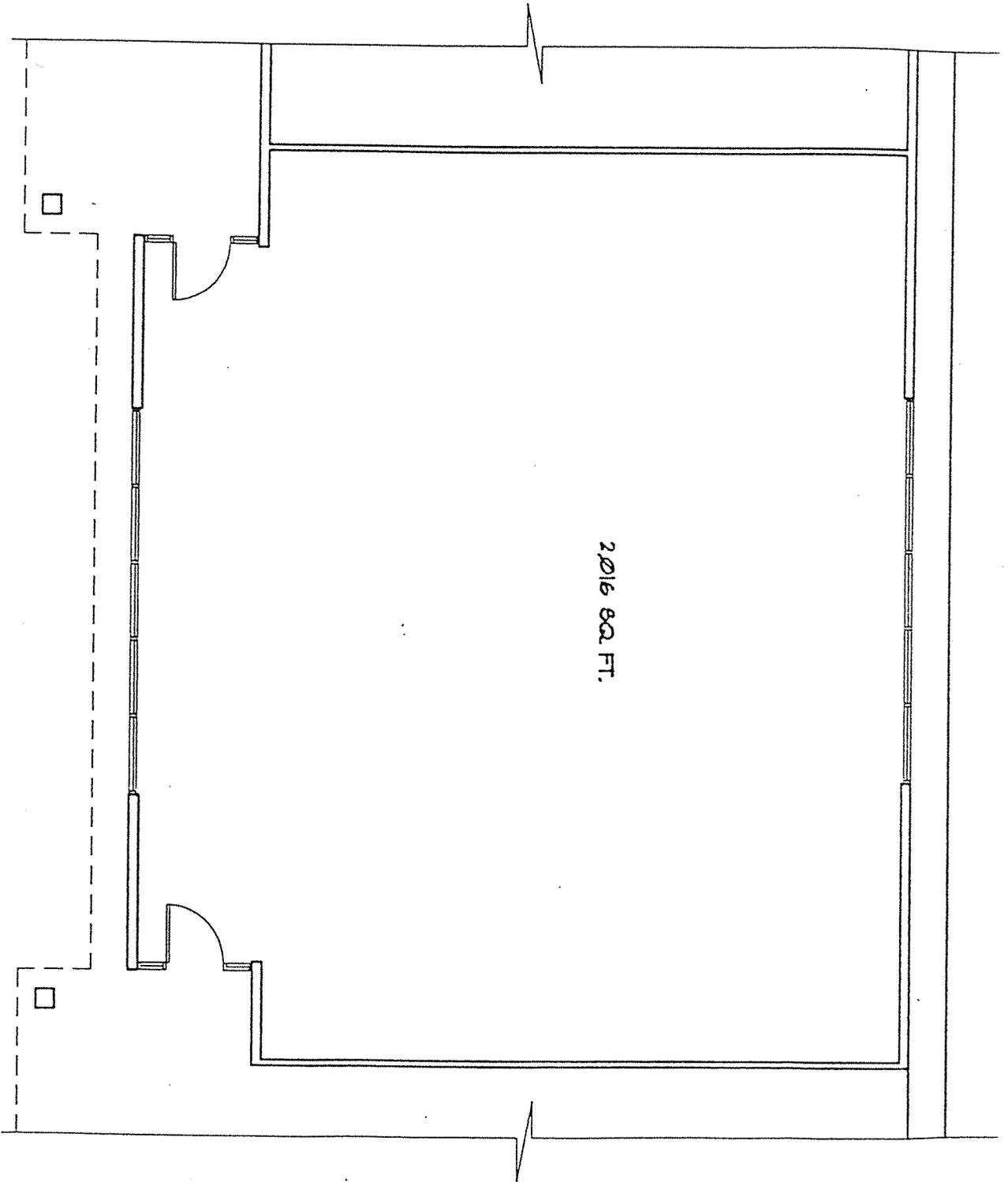


BUILDING 'C'

OFFICE #1

OFFICE #3 SIMILAR, OPPOSITE HAND

SCALE 1/8" = 1'-0"



BUILDING 'C'

OFFICE #2

SCALE 1/8" = 1'-0"

DECLARATION OF ESTABLISHMENT OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this _____ day of _____, 1995, by WILDCREEK BUSINESS PARK, LIMITED LIABILITY COMPANY herein after referred to as "Declarant," with reference to the following:

On or about the date of recordation of this Declaration in the Office of the Washoe County Recorder, Declarant owns that certain real property consisting of approximately 8.22 acres commonly known to be known as WILDCREEK BUSINESS PARK, located at the corner of Sullivan Lane and McCarran Boulevard, in the City of Sparks, County of Washoe, State of Nevada, to be improved with fifteen (15) office condominium buildings divided into forty-nine (49) office condominiums, along with Common Areas, improvements and all appurtenances and facilities thereof, being hereinafter collectively referred to as the "property," all of which is hereinafter more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by that reference.

It is the desire and intention of Declarant to sell and convey condominium interests along with an undivided interest in the Common Area in said real property to various individuals, subject to certain basic protective restrictions, limitations, easements, covenants, reservations, liens and charges between Declarant and the acquires or users of said property, as hereinafter set forth.

On the _____ day of _____, 1995, Declarant filed for record in the Office of the County Recorder of the county of Washoe, State of Nevada, the Final Subdivision Plat Map, as hereinafter defined pursuant to the Nevada Revised Statutes, Section 278, which Final Subdivision Plat Map was recorded on Page _____, Book _____, of Plats, File No _____, Office of the County Recorder, County of Washoe, State of Nevada.

Now, Therefore, Declarant hereby declares that the property, improvements, appurtenances and facilities described herein and as shown on the Final Subdivision Plat Map to be recorded in connection with this project, shall be held, conveyed, divided, encumbered, hypothecated, used, leased, rented, occupied and improved only and subject to the following uniform covenants, conditions, restrictions, grants or easements, rights of way, liens, charges and equitable servitude all of which are hereby declared, expressed, established and agreed to: (i) be in furtherance of an office condominium project as described in the Final Subdivision Plat Map; (ii) be for the benefit and protection of the project, its value, desirability and attractiveness; (iii) be for the benefit of the owners of office condominium and Common Area in the project; (iv) run with the land and be binding upon all parties having or acquiring any right, title or interest in the project or any portion thereof; (v) inure to the benefit of every

portion of the project and any interest therein; and (vi) inure to the benefit of and be binding upon each successor and assignee of each owner and of Declarant.

Any conveyance, transfer, sale, assignment, lease or sublease of the condominium units made by Declarant or by the Association (as hereinafter defined) shall and hereby is deemed to incorporate by reference the provisions of this Declaration including, without limitation, grants or easements, rights, rights of way, liens, charges and equitable servitude contained herein.

The provisions of this Declaration shall be enforceable by Declarant, any owner of his or its successors in interest, and shall be also enforceable by the WILDCREEK BUSINESS PARK, its Board of Directors or any person, firm or corporation duly authorized by said Association or its Board, to enforce all or any one or more of the provisions hereof.

§1. Definitions and Terms.

The following terms when used in the Declaration and in the other instruments constituting the documents are defined herein as follows:

"Articles," shall mean the Articles of Incorporation of WILDCREEK BUSINESS PARK, a Nevada non-profit corporation, its successors and assigns, as said Articles may be amended from time to time.

"Assessment," shall mean the sums assessed against a condominium unit by resolutions duly adopted by the Board for the share of common expenses chargeable to a condominium unit.

"Association," shall mean a non-profit corporation, consisting of all owners of condominium units in the project, which entity shall have the duty of maintaining, operating and managing the Common Area in the manner to the extent provided for herein. Each condominium unit owner shall automatically become a member of the WILDCREEK BUSINESS PARK Association., contemporaneously with the acquisition of his unity without further documentation of any kind.

"Board," shall mean a Board of natural individuals who are residents of the State of Nevada, who need not be condominium unit owners and who shall manage the business, operation and affairs of the property on behalf of the condominium unit owners in compliance with, and subject to the provisions of this Declaration.

"Buildings," shall mean the office condominium buildings which comprise part of the property, as more particularly shown on the Final Subdivision Plat Map to be recorded for WILDCREEK BUSINESS PARK, as erected on the land, and which is used, and intended to be used, for the purposes set forth in 14. of the

Declaration and as shown on a copy of the Final Subdivision Plat Map of the Declarant.

"Bylaws," shall mean such governing Bylaws as are adopted by the Board for the administration, regulation and management of the property, including such amendments thereof as may be adopted from time to time.

"Common Area(s)," shall mean and includes:

a. The land and all those portions of the office condominium buildings and property which are not included in and comprise part of the condominium units, as set forth in the Final Subdivision Plat Map.

b. All parking areas, access roads, driveways, walkways, pedestrian sidewalks, landscaped and planting areas, fences, street lights and other facilities which are not included in and comprise part of the condominium units, as set forth in the Final Subdivision Plat Map.

c. Portions of the land and office condominium buildings and other improvements thereon used exclusively for the management, operation and maintenance of the property.

d. Installations of all central services and utilities and water, gas, sewer, electric, telephone and other utility lines, pipes, conduits, fixtures and associated equipment and facilities which serve the Common Area(s) or serve more than one condominium unit or both.

e. All other apparatus and installations existing or intended for common use.

f. All other parts or elements of the office condominium buildings or parts of the property necessary or convenient to the property's existence, management, operation, maintenance, upkeep and safety, or normally in common use.

"Common Expenses," shall mean and includes:

a. Expenses of administration, maintenance, care, repair, upkeep and replacement of the Common Area(s).

b. Expenses of maintenance, care, repair, upkeep and replacement of the foundation, structural, parts, supports, main load bearing and exterior walls, non-load bearing walls and partitions not located within a condominium unit, columns, beams, roof, floor slabs, pipe chases and interior walls and partitions, if any, enclosing said pipe chases and the space occupied by the foregoing, plate glass windows of the condominium units, except for the unit-side surface thereof

and doors and frames of doors leading from condominium units to sidewalks and parking areas, except for the unit-side surface thereof.

c. Expenses of maintenance, care, repair, upkeep and replacement of all parking areas, access roads, driveways, walkways, pedestrian, sidewalks, landscaped and planting areas, fences, street lights and other, facilities which are included in and comprise part of the condominium units, as set forth in the Final Subdivision Plat Map.

d. Expenses for fire, casualty, and liability insurance to cover the property and liability interest of the Association and Common Area.

e. Expenses agreed upon as common as common by the condominium unit owners; and,

f. Expenses declared common by provisions of this Declaration, or by the documents.

"Common Interest," shall mean the proportionate undivided fractional interest in fee in the Common Area appertaining to each condominium unit set forth in the Final Subdivision Plat Map made a part hereof.

"Common Receipts," shall mean: (i) assessments and other funds collected from the condominium unit owners as common expenses or otherwise; (ii) rent and other charges derived from leasing or licensing of the use of the Common Area(s); and (iii) receipts designated as common by or pursuant to the Declaration, or by the documents.

"Office Condominium Unit," shall mean an undivided fractional common interest fee in the Common Area, as set forth in the Final Subdivision Plat Map, together with a separate fee interest in a building (the "Condominium Unit") on such real property.

"Final Subdivision Plat Map," shall mean the plan prepared, executed and to be recorded in connection with this project for WILDCREEK DEVELOPMENT, LIMITED LIABILITY COMPANY.

"Declarant," shall mean WILDCREEK DEVELOPMENT, a Limited Liability Company organized and existing under and by virtue of the laws of the State of Nevada, its successors and assigns.

"Declaration," shall mean this instrument and such amendments thereof as may be adopted and recorded from time to time.

"Documents," shall mean and includes this Declaration, the Bylaws and the Final Subdivision Plat Map, as the same may be amended or supplemented and recorded from time to time.

"Institutional Holder of First Mortgage," shall mean a bank or savings and loan association or establishment mortgage company or other entity chartered under federal or state law whose principal business is lending money on the security of real property, or any insurance company or any federal or state agency. A "first mortgage" or "first mortgagee" is one having encumbering the same condominium unit or other portions of the project.

"Land" shall mean the lot and piece of ground on which the office condominium buildings are located and which is more particularly described in §1. hereof, and all easements, rights, liberties, privileges and appurtenances belonging or appertaining thereto.

"Majority" or "Majority of Condominium Unit Owners," shall mean the condominium unit owners of more than fifty (50%) percent in the aggregate of the common interests in the common Area as specified in the Declaration.

"Member," shall mean every person or entity who holds membership in the Association.

"Mortgage," shall mean and refer to a deed of trust, as well as a mortgage.

"Mortgagee," shall mean and refer to a beneficiary under or a holder of a deed of trust, as well as a mortgagee.

"Person," shall mean a natural individual, corporation, partnership, association, trustee or other legal entity, or any combination thereof.

"Property," shall mean and includes the land, the office condominium buildings, all improvements thereon, all owned in fee, which have been or are intended to be, submitted to the provisions of this Declaration.

"Recorded," shall mean that an instrument has been duly recorded in the Official Records of the County of the Recorder of Washoe County.

"Revocation," shall mean an instrument signed by all condominium unit owners and be all holders of all mortgages, judgements and other liens against the condominium units by which the property is removed from the provisions of this Declaration.

"Condominium Unit," shall mean the part of the property designed or intended for independent use and is described in §5. hereof, and includes the undivided fractional common interest in the Common Area which is assigned thereto in paragraph B. of §6. of this Declaration.

"Condominium Unit Deed," shall mean a deed of conveyance of a condominium unit in recordable form.

"Condominium Unit Designation," shall mean the combination of letter and number designating a condominium unit as shown on the WILDCREEK BUSINESS PARK Final Subdivision Plat Map and assigned to the condominium unit.

"Condominium Unit Owner" or "Owner," shall mean the person or persons owning a condominium unit in fee.

§2. Description of the Buildings.

The Declarant has or will construct upon the land an office condominium building development consisting of fifteen (15) office condominium buildings containing forty-nine (49) condominium units of steel and frame stucco type construction, together with Common Areas consisting of driveway areas, landscaping and parking spaces.

§3. Description of Condominium Units; Condominium Unit Deeds.

Declarant, in order to implement the plan of ownership for the property, covenants, agrees and declares that Declarant hereby subdivides the buildings described in §2. hereof into forty-nine (49) separate parcels of real property, being the condominium units referred to in this §5. and as shown on the Subdivision Plat Map. Every condominium unit, together with its undivided fractional common interest in the Common Area for all purposes shall be and it is hereby declared to be and to constitute a separate parcel of real property and the ownership of each condominium unit, together with said fractional common interest, is for all purposes the ownership of real property. Each condominium unit, together with its undivided fractional common interest in Common Area, may be sold, conveyed, mortgaged, leased or otherwise dealt with by the condominium unit owner thereof in the same manner as is otherwise permitted by the laws of the State of Nevada for any other parcel of real property. The condominium unit owner of a condominium unit shall be entitled to the exclusive ownership and possession of his condominium unit subject only to the covenants, restrictions, easements, the Bylaws, rules, regulations, resolutions and decisions affecting the same and relating thereto as may be contained in the documents or as may from time to time be passed in accordance with this Declaration and the Bylaws. Each condominium unit may be held and owned by one or more persons in any form of ownership, real estate tenancy or relationship recognized under the laws of the State of Nevada.

Each condominium unit shall be bounded as to boundaries as shown on the Final Subdivision Plat Map.

A condominium unit deed conveying title to a condominium unit shall be recorded and shall include the following:(a) the name by which

the property is identified and known, as WILDCREEK BUSINESS PARK; (b) a statement that the property is located in the City of Sparks and County of Washoe; (c) a reference to the Declaration and the Final Subdivision Plat Map, including reference to the place where the Declaration and the Final Subdivision Plat Map and any amendments thereof, are recorded; (d) the condominium unit designation of the condominium unit in the Final Subdivision Plat Map; and (e) the common interest in the Common Area assigned to the condominium unit by the Declaration, and any amendments thereof. Every condominium unit deed, conveyance, lien or written instrument dealing with a condominium unit using the condominium unit designation assigned to a condominium unit shall be deemed to include, without requiring specific reference thereto or enumerating them, all the appurtenances thereto, whether specifically described or not, and easements in favor of the condominium unit and similarly shall be subject to all easements in favor or others.

§4. Description of Common Area and Common Interests.

A. The Common Area is described in §3. hereof and is more particularly set forth and shown in the Final Subdivision and Plat Map to be recorded for the Declarant.

B. Each condominium unit has appurtenant and assigned to it a common interest in the Common Area as set forth in the Final Subdivision Plat Map, made a part hereof and herein incorporated by the reference.

C. The common interest of a condominium unit in the common Area shall be inseparable from each condominium unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any condominium unit shall extend to and include the common interest in the Common Area, whether or not expressly referred to in the instrument affecting the same. The common interest of the condominium units in the Common Area and the fee titles to the respective condominium units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each of said common interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective condominium unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the condominium unit.

D. The Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted. Each condominium unit shall have a 1/49 undivided interest in the Common Area, regardless of the square footage of each undivided condominium unit.

E. The common interest appurtenant to each condominium unit shall have a permanent character, shall be inseparable from each

condominium unit and shall not be altered or changed except by an amendment to this Declaration duly executed by all of the condominium unit owners affected thereby, and recorded.

F. Each condominium unit owner, tenant and occupant of a condominium unit, and the customer, business invitee, agents and employees of such condominium unit owner, tenant and occupant, may use the Common Area in common with the condominium unit owners, tenants, occupants, customers, business invitee, agents and employees of the other condominium units in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other condominium unit owners.

G. No condominium unit owner may exempt himself from liability with respect the common expenses by waiver of the enjoyment of the right to use any of the Common Area or by abandonment of his condominium unit or otherwise.

H. The Board and the Board's agents and employees, shall have the irrevocable right and easement to have access to each condominium unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Area therein or accessible therefrom (and to the condominium unit itself when the responsibility therefore is upon the Board), and for making emergency repairs necessary to prevent damage to the Common Area or to any other condominium unit or condominium units, or to make repairs to condominium units if such repairs are reasonably necessary for public safety or to prevent damage to any other condominium unit or condominium units or the common Area, or to abate any violation of law, order, rules and regulations of any governmental authorities having jurisdiction thereof.

I. The Board shall have the right to promulgate rules and regulations limiting the use of the Common Area to condominium unit owners and their respective tenants, customers, business

J. The satisfactory maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Area and making of any additions or improvements thereto shall be the responsibility of the Board, including but not limited to the maintenance in perpetuity of all parking and landscaping areas, on-site water systems, fire hydrants, fire lanes and private roadways, fire extinguisher, supervised automatic sprinkler system(s), supervised fire direction and alarm system(s), fire resistive roof covering and built-in structural building protection, fire protection and life safety equipment and shall be carried out as provided in this Declaration and Bylaws; nothing herein contained shall be construed so as to preclude the Board from Delegating these duties to a manager or agent or to other persons, firms or other corporations.

K. The common expenses incurred or to be incurred for the maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Area, or Common Expenses incurred or to be incurred for the condominium units as defined herein in this §2., shall be assessed by the Board against, and collected from, the condominium unit owners.

L. No condominium unit owner shall do any work which would affect or alter any of the Common Area, or jeopardize the soundness or safety of the property, or impair any easement therein without the unanimous consent of the condominium unit owners affected thereby.

M. Every Condominium unit owner shall comply strictly with the covenants, conditions and restrictions set forth in the documents and the rules, regulations, resolutions and decisions adopted pursuant thereto, and in the condominium unit deeds in relation to the use of operations of the condominium units, Common Area and the other property. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, for damages, or injunctive relief or any or all of them. Such action may be maintained by an aggrieved condominium unit owners, or any member of the Board on its own behalf or on behalf of the condominium unit owners, or by any person who holds a mortgage lien upon a condominium unit and is aggrieved by any such non-compliance. In any case of flagrant or repeated violation by a condominium unit owner, he may be required by the Board to give sufficient surety or sureties for his future compliance with said covenants, conditions, restrictions, documents, rules, regulations, resolutions and decisions.

N. A condominium unit owner shall have no personal liability for any damages caused by the Board or in connection with the use of the Common Area. A condominium unit owner shall be liable for injuries or damages resulting from an accident in his own condominium unit in the same manner and to the same extent as the owner of any other real estate.

§5. The Property and Final Subdivision

The property shall consist of the condominium units and the common Area as shown in the final Subdivision Plat Map which shows fully and accurately the property, the location of the office condominium buildings on the land, the buildings, the condominium units, the Common Area and the condominium unit designation for each condominium unit therein.

The Final Subdivision Plat Map to be recorded for Declarant is hereby incorporated herein as if fully set forth herein. Any discrepancy or inconsistency between this Declaration and the Final Subdivision Plat Map for the Declarant in the description of any

condominium units, or the Common Area or both shall be resolved in favor of the description contained in the Final Subdivision Plat Map.

§6. Administration of the Property.

The administration of the property shall be governed by the Bylaws of the Association. The first members of the Board specified in §17. of the Declaration shall establish and adopt the original Bylaws. Thereafter, no amendment or change of the provisions of the Bylaws. Thereafter, no amendment or change of the provisions of the Bylaws shall be effective unless it is adopted at a meeting of the condominium unit owners by the affirmative vote of at least those condominium unit owners who represent a majority of the votes entitled to be cast at the meeting.

§7. Duties of the Board.

The duties of the Board shall include the following:

- (a) The maintenance, repair and replacement of the Common Area;
- (b) The making of assessments and collection of common receipts and other funds from condominium unit owners for common expenses and the payment of such common expenses;
- (c) The promulgation, distribution and enforcement of rules and regulations governing the details of the use and operation of the property and the use of the Common Area, subject to the right of a majority of the condominium unit owners to change any such rules and regulations; and,
- (d) The other duties set forth in this Declaration and the Bylaws.

§8. Powers of the Board.

Subject to the limitations and restrictions contained in this Declaration and the Bylaws, the Board shall on behalf of the condominium unit owners:

- (a) Have power to manage the business, operation and affairs of the property and for such purposes to engage employees and appoint agents and to define their duties and fix their compensation, enter into contracts and other written instruments or documents and to authorize the execution thereof by officers elected by the Board; and,

(b) Have such incidental powers as may be appropriate to the performance of their duties.

§9. Voting Rights of Condominium Unit Owners.

The voting rights of condominium unit owners shall be computed on the basis of each condominium unit having 1/49 common interest. The number of votes which each condominium unit shall be entitled to cast at any meeting of the condominium unit owners shall be equal to the respective figure representing each condominium unit owners fraction of common interest in the common area, thereby resulting in 49 votes in the aggregate.

If a condominium unit is owned by one individual, his right to vote shall be established by the record title of his condominium unit. Except as hereinafter provided as to a condominium unit owned by a husband and wife, if a condominium unit is owned by more than one individual, the individual entitled to cast the vote for the condominium unit shall be designated by the certificate signed by all the record condominium unit owners of the condominium unit and filed with the Secretary of the Board. If a condominium unit is owned by a corporation, the individual entitled to cast the vote for the condominium unit shall be designated by a certificate of appointment signed by the president or vice president, under its corporate seal and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Board. If a condominium unit is owned by a partnership, the individual entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all partners and filed with the Secretary of the Board. Such certificate shall be valid until revoked or until superseded by subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the individual entitled to cast the vote of a condominium unit may be revoked by any condominium unit owner thereof.

If a condominium unit shall be owned by a husband and wife, then they may, but shall not be required to, execute a certificate designating an individual to cast the vote for their condominium unit. If such a certificate shall not be executed: (a) and if both of them are unable to agree as to the manner in which the vote applicable to their condominium unit shall be cast, then the vote applicable to such condominium unit shall not be counted; and (b) if only one of them shall be present at a meeting of the condominium unit owners, the spouse present may cast the vote applicable to the condominium unit unless prior thereto the other spouse, by written notice to the Secretary, shall deny authorization of the spouse present to cast such vote.

§10. Sharing of Common Expenses and Common Profit.

The condominium unit owners shall share, be liable and charged for and be bound to contribute to, common expenses in the same proportion as determined by the actual square footage of the office condominiums. The condominium unit owners shall share, and be entitled to, common receipts and common profits in the same proportion as their respective common interests as determined by their actual square footage of their office condominium.

§11. Assessments.

A. Creation of Lien

Each condominium unit owner within the project, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is and shall be deemed to covenant and agreed to pay assessments to the Association. The assessments, together with interest and costs of collection thereof shall be charged on the land and shall be a continuing lien on the condominium unit against which each such assessment is made. Each such assessment, together with late charges, interest, costs and reasonable attorney's fees shall also be the joint and several personal obligation of each person or entity who was the owner of the condominium unit when the assessment fell due.

As used herein, "costs" shall mean: (i) recording and copying all necessary documents in the Office of the County Recorder; (ii) notary services for verifying signatures of persons designated to execute documents; (iii) mileage and messenger service necessary to have documents notarized and recorded; (iv) postage for correspondence relating to the collection of delinquent assessments; (v) administrative costs for time of personnel devoted to the collection of the delinquencies; and (vi) court costs if a court judgment is necessary.

B. Purpose of Assessments.

The assessments levied by the Board shall be collected, accumulated and used exclusively for the purpose of providing for and promoting the pleasure, recreation, health, safety and social welfare of the condominium unit owners, including the enhancement of the value, desirability and attractiveness of the project, the improvement and maintenance of the Common Area and facilities, and the discharge of any obligation or duties imposed on the Association by this Declaration

C. Regular Assessments.

(i) Amount and Time of Payment.

The total estimated common expenses shall be divided among, assessed and charged to the individual owners and their condominium units (including Declarant with respect to any condominium units owned by Declarant) in proportion to each owner's undivided fractional interest in the Common Area. As and when the Association's budget shall increase or decrease, such assessments shall be adjusted so that the owner of each condominium unit bears the same relative proportion to the total budget as the initially borne. Notwithstanding the foregoing, the Board may not increase the amount of the regular assessment of any assessment period to an amount which is more than twenty (20%) percent greater than the amount of the immediately preceding assessment period, without the vote or written consent of a majority of the votes of members other than Declarant. The regular assessments shall be paid on a monthly basis.

(ii) Date of Commencement.

Regular assessments shall commence on the first day of the month following the conveyance of the first condominium unit in the property. At Declarant's option, instead of paying the monthly common expenses for each unsold condominium unit, Declarant may elect to pay the aggregate difference between the amount charged to the owners of the sold condominium units and the total actual amount of monthly common expense (as distinguished from the estimated amount of monthly common expense).

(iii) Assessment Procedure.

At least sixty (60) days in advance of each assessment period, the Board shall estimate the total common expenses to be incurred by the Association for the forthcoming assessment period and shall, at the time, determine and fix the amount of regular assessments against each condominium unit. Written notice of such regular assessments shall be mailed or otherwise delivered to every condominium unit owner subject thereto, at least thirty (30) days in advance of each assessment period. Each condominium unit owner shall thereafter pay to the Association his regular assessment in monthly installments.

(iv) Reserve Fund.

For the purpose of creating reserves to insure payment when due of the costs of capital expenditures relative to the repair and replacement of the Common Area, equipment, fixtures and furnishings, an appropriate amount of the regular assessments collected in each fiscal year shall be collected in equal monthly installments, shall be accounted for separately, held in trust and used to pay for specific capital expenditures in such manner and at such times as the Board, acting in its discretion, shall determine. Immediately upon receipt, all such capital contributions shall be deposited in a separate interest-bearing account(s), designated "Trustee Capital Account" in any bank, saving and loan association or trust company, as determined by resolution of the Board.

(v) Assessment Roll.

An assessment roll shall be accurately maintained and be available for inspection at all reasonable times by any condominium unit owner or his authorized representative. The assessment roll shall indicate for each condominium unit, the name and address of the record owner thereof, all assessments levied against him and his condominium unit, and the amount of assessments, paid and unpaid. At the request of any condominium unit owner, the Board shall provide such condominium unit owner with a statement of any delinquent assessments on the owner's unit, and it shall be the obligation of such owner to provide a statement of delinquent assessments (if any exist) and a copy of the recent financial statement of the Association to the purchaser of his unit.

(vi) Certificate of Payment.

Upon demand, the Association shall furnish to any condominium unit owner liable for assessments, a certificate signed by an officer or authorized agent of the Association, setting forth whether said assessments or any portion thereof, have been paid. Such certificate shall be conclusive evidence of payment of any assessment or portion thereof therein stated to have been paid. A reasonable charge may be made by the Board for issuance of any such certificate.

D. Special Assessments.

If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including without limitation,

unanticipated delinquencies, unexpected repairs or replacements of capital improvements of the Common Area or facilities, the Board shall designate the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the Board it shall become a special assessment. The Board may operate such special assessment over the remaining month of the fiscal year or levy the assessment immediately against each condominium unit. As used herein "special assessments" shall not include charges to or obligations of a condominium unit owner or group of condominium unit owners incurred as a result of action by the Board to bring the condominium unit owner or group of condominium unit owners or their condominium units into compliance with the provisions of this Declaration, the Bylaws, the Articles or rules and regulations for the operation and use of the Common Area and facilities. Any special assessment which, singly or in the aggregate with previous special assessments for the fiscal year in which such special assessment is levied, would amount in excess of ten (10%) percent of the budgeted gross expenses of the Association for the fiscal year, shall require approval, by vote or written consent of members holding fifty-one (51%) percent of the voting power of the Association.

Special assessments shall be levied on the same basis as prescribed or the levying of regular assessments; provided that, special assessments against owners to raise funds for the rebuilding or major repair of the structural Common Area housing the condominium units, shall be levied on the basis of the ratio of the square footage of the floor area of each condominium unit to be assessed in relation to the square footage of the floor area of all condominium units to be assessed.

E. Deposit; Bank Accounts.

All sums received or collected by the Association from assessments, together with any interest attributable thereto, shall be promptly deposited in a checking or savings account (or both) in a bank or savings and loan association selected by the Board, which account(s) shall be clearly designated in the name of the Association. The Board and the manager, if any, shall have exclusive control of said account(s) and shall be responsible to the owners for the maintenance of accurate records thereof at all times.

F. Liability for Assessments.

No condominium unit owner may waive or otherwise escape personal liability for the assessments provided for herein or release of the condominium unit owned by him from the liens and charges hereof by non-use of the Common Area or by abandonment of his condominium unit.

G. Late Charge.

Any assessment provided for in this Declaration shall become delinquent if not paid on the due date as established by the Board. With respect to each assessment not paid within ten (10) days after its due date, the Board may, at its election, require the delinquent condominium unit owner to pay a late charge of not less than Ten (\$10.00) Dollars or twenty (20%) percent of the amount of the delinquent assessment, whichever is greater, together with interest at the maximum rate permitted by law on the delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

§12. Liens.

A. Delinquency and Remedies of the Association.

In addition to the provisions set forth in §13. herein above, and all other legal and equitable rights or remedies, the Board may, at its option, bring an action at law against the owner personally obligated to pay the same and/or upon compliance with the provisions of this section, to foreclose the lien against the condominium unit and there shall be added to the amount of such assessment, the late charge and all costs (including attorney's fees) incurred by the Association in the collection of the delinquent assessments. Each condominium unit owner vests in the Association, its successors or assigns, the right and power to bring all actions at law or lien foreclosures against each condominium unit owner for the purpose of collecting delinquent assessments. In lieu of judicially foreclosing the lien, the Board, at its opinion, may foreclose the lien by preceding under a power of sale as provided herein, such power of sale being given to the Association as to each and every condominium unit for the purpose of collecting delinquent assessments.

B. Notice of Claim of Lien.

No action shall be brought to foreclose the lien or to proceed under the power of sale sooner than thirty (30) days after the date a notice of claim of lien (executed by a duly authorized representative of the Association) is recorded in the Office of the Washoe County Recorder, said notice stating the amount claim, which may include the late charge, costs of collection and reasonable attorney's fees, a legal description of the condominium unit being assessed, the name and address of the record condominium unit owner or reputed condominium unit owner thereof, and the named and address of the Association. A copy of the notice of lien shall be deposited in the United States mail, certified or registered, to the owner of the condominium unit.

C. Foreclosure Sale.

Any such sale provided for above shall be conducted in accordance with the provisions of Chapter 107 of the Nevada Revised Statute applicable to the exercise of powers of sale in deeds of trust, or in any other manner permitted by law. The Association, through its duly authorized agent, shall have the power to bid on the condominium unit at foreclosure sale, using Association funds or funds borrowed for such purpose and to acquire, hold, lease, mortgage and convey the same.

D. Curing of Default.

Upon the timely curing of any default for which a notice of claim of lien was recorded by the Association, any officer of the Association is hereby authorized to record an appropriate release of lien, on payment by the defaulting condominium unit owner of a fee to be determined by the Board (and not to exceed a reasonable fee) to cover the costs of preparing and recording the release, together with the payment of such other charges as shall have been incurred.

E. Cumulative Remedies.

The Assessment lien and the right to foreclosure and sale thereunder shall be in addition to and not in substitution of all other rights and remedies which the Association may have hereunder and by law.

F. Priority of Assessment Lien.

Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of the beneficiary of any first deed of trust or first mortgage on any condominium unit therein made in good faith and for value, and such lien shall in no way defeat, invalidate or impair the obligation or priority of such first deed of trust or first mortgage unless the beneficiary thereof shall expressly subordinate his interest in writing to such lien. Each holder of a first mortgage, shall take the condominium units free of any claims for unpaid assessments and charges against the condominium unit which accrue prior to the time of holder comes into possession of the condominium unit. No transfer of the condominium unit as a result of a foreclosure or exercise of a power of sale shall relieve the new condominium unit owner, whether it be the former beneficiary of the first deed of trust or first mortgage, or another person, from liability for any assessments thereafter becoming due nor from the lien thereof.

§13. Maintenance and Repair of Units.

A. No condominium unit owner shall make any structural modifications or alterations within his condominium unit without the written consent of the Board, except that a condominium unit owner shall have the right, without first obtaining the consent of the Board, to rearrange from time to time all interior non-loading bearing partitions. No act shall be done under any circumstances by a condominium unit which does or may tend to impair the structural integrity of any building or adversely affect the property or impair any easement or right appurtenant thereto or affect the Common Area without the unanimous written consent of all condominium unit owners who might be affected thereby. No condominium unit owner shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the common Area except through the Board.

B. It shall be the responsibility of the Board to maintain, repair or replace:

(i) All portions of the condominium unit which contribute to the support of any building, including main bearing walls, but excluding painting, wall papering, decorating or other work on the interior surfaces of walls, ceilings and floors within the condominium unit;

(ii) All portions of the condominium unit which constitute a part of the exterior of any building;

(iii) To pay the expenses incurred by the Board in making repairs or replacements of the Common Area necessitated by his act, neglect, carelessness or misuse;

(iv) To refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Area without first obtaining the consent in writing of the Board and to refrain from repairing, altering, replacing, painting, decorating or changing any exterior appendages to the condominium unit without obtaining the aforementioned consent; and

(v) To promptly report to the Board or its agent, all work that he intends to perform or repair of any kind, the responsibility for the remedying of which lies with the Board. Any owner shall not constitute an assumption by the Board to pay therefore. Also, the failure of the Board to take action on the notice shall not be deemed a waiver by it of its rights and shall also not constitute a consent by the Board or an assumption by it to pay for any work performed by the condominium unit owner. Any consent given by the Board may set forth the terms of

such consent and the condominium unit owner shall be required to abide thereby.

C. Nothing in this §13. contained shall be construed so as to impose a personal liability upon the members of the Board, or officers of the Board, for the maintenance, repair or replacement of any condominium unit or Common Area or give rise to a cause of action against them. The members of the Board, as such, shall not be liable for damages of any kind except for individual willful misconduct or gross negligence.

§14. Restrictions and Covenants.

A. Each condominium unit is intended to be, and shall be, used for professional and medical offices; medical clinics; banks and other similar financial institutions; neighborhood convenience shopping and service facilities; personal service facilities; restaurants; general retail as follow: blueprint and/or copy shop; jewelry sales; art gallery; frame shop; dental lab and/or appliance manufacturing; business machine sales; computer sales; copy store (similar to Kinko's); eyeglass sales (resale); office equipment and/or repairs; golf equipment and/or repairs; musical equipment; prosthetic devices; cellular telephone sales; retail florist; video and imaging services; typing and/or addressing services; travel agency; and photographic studio.

B. The entire project site shall be considered as one "integrated commercial complex" for signage purposes and all structures located on the total site shall be considered to be an integral part of one commercial center. Not more than one (1) free-standing sign shall be permitted along any street frontage of each condominium unit, with the Declarant to exclusively select, designate and place all signs.

C. The Declarant and every condominium unit owner, by the acceptance of the condominium unit deed, and their heirs, successors and assignees, covenant that they will faithfully observe all of the terms, covenants and conditions wherever impose in the condominium unit documents.

D. Each condominium unit owner, his heirs, successors an assigns, further covenants that:

(i) He will not use, cause or permit the condominium unit to be used other than as provided in the condominium unit document, nor will he use, cause or permit the condominium unit to be subdivided, changed or altered without first having obtained the written approval of the Board; and,

(ii) He will not use, permit or allow the condominium unit or any part thereof to be used for an offensive or unlawful purpose nor will be permit or allow any nuisance within the condominium unit.

E. Reciprocal vehicular and pedestrian access circulation, vehicular parking and maintenance of all parking and landscaping areas shall be provided in perpetuity irrespective of any future land divisions.

§15. Mechanics' Liens Against Units.

Any mechanics' lien arising as a result of repairs to or improvements of a condominium unit by a condominium unit owner shall be a lien only against such condominium unit. Any mechanics' lien arising as a result of repairs to or improvements of the Common Area, if authorized in writing pursuant to a duly adopted resolution of the Board, shall be paid by the Board as a common expense and until so paid, shall be a lien against each condominium unit in fraction equal to the common interest in the Common Area relating to such condominium unit as determined by the units actual square footage.

§16. Encroachments; Easements.

A. In the event that any portion of the Common Area encroaches upon any condominium unit, or in the event that any portion of a condominium unit encroaches upon any other condominium unit or upon any portion of the Common Area, or in the event any encroachment shall occur as a result of : (i) settling or shifting of any building, or (ii) alterations or repair of the Common Area, or (iii) repair or restoration of any building or a condominium unit after damage by fire or other casualty; or (iv) condemnation or eminent domain proceedings, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building(s) stand. In the event that any one or more of the condominium units or any building or other improvements comprising part of the Common Area is partially or totally destroyed and is then rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

B. In interpreting any and all provisions of the documents, subsequent condominium unit deeds to, and mortgages of, condominium units the actual location of the condominium unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations from the locations as indicated on the Final Subdivision Plat Map.

C. A valid easement does and shall continue to exist throughout the property for the purpose of installation, maintenance, operation, repair and replacement of sewer, water, electricity, gas, power and telephone lines, pipes, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper

functioning of any utility system; provided, however, any easements through a condominium unit for such utility facilities shall be only at the original location thereof, unless approved in writing by the condominium unit owner.

§17. First Members of the Board.

The first members of the Board are: WILLIAM FLEINER and BRENDA FLEINER.

§18. Insurance; Repair or Reconstruction.

The Board shall maintain the insurance specified in the Bylaws. The premiums for such insurance shall be deemed common expenses.

In the event of damage to or destruction of any building, then the damage shall be repaired and the building restored as provided in the Bylaws, except that in the case of substantially total destruction of the building(s), the same is not to be rebuilt and restored as provided in the Bylaws.

§19. Eminent Domain.

Whenever all or part of the Common Area shall be taken, injured or destroyed as the result of the exercise of the power of eminent domain, each condominium unit owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each condominium unit owner's interest therein. After such determination each condominium unit owner shall be entitled to a share in the damages in the same proportion as his common interest in the Common Area as determined by the actual square footage of his unit. The Bylaws contain provisions for restoration and rebuilding after a taking, injury or destruction of part of any building pursuant to the exercise of the power of eminent domain.

§20. Removal of Property from Declaration.

The property may be removed from the provisions of this Declaration at any time by a revocation expressing the intention to do so. No such revocation shall be effective unless and until it is executed by all of the condominium unit owners and by the holders of all mortgages, judgments or other liens affecting the condominium units and is duly recorded. When the property has been removed from the provisions for this Declaration, the former condominium unit owners shall, at the time such removal becomes effective, become tenants in common of the property, and the holders of mortgages, judgments and other liens against the condominium unit or condominium units formerly owned by such

condominium unit owner shall have mortgages, judgments and liens upon the respective undivided fractional common interest of the condominium unit owners in the entire property. The undivided fractional interest in the property owned in common which shall appertain to each condominium unit owner following removal shall be the fraction of common interest previously owned by such condominium unit owner in the Common Area. All funds held by the Board and insurance proceeds, if any, shall be and continue to be held for the condominium unit owners in proportion to the amount of their respective common interests as determined by the square footage of their condominium unit. The costs incurred in connection with the removal shall be a common expenses.

If the property shall be removed from the provisions of their Declaration, then the property shall be subject to an action for partition by any condominium unit owner of lien as if owned in common, in which event the net proceeds of sale shall be divided among all the condominium unit owners in proportion to their respective common interests as determined by the square footage of their condominium units provided, however, that no payment shall be made to a condominium unit owner until there has first been paid off out of his share of such proceeds, all liens on his condominium unit. Such removal of the property from the provisions of this Declaration shall not preclude its subsequent submission to the provisions thereof.

§21. Amendment.

Except as otherwise provided in this Declaration or the Bylaws, this Declaration may be amended in the following manner:

(i) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting of the condominium unit owners held in accordance with the provisions of the Bylaws at which a proposed amendment is to considered:

(ii) A resolution adopting a proposed amendment may be proposed by either the Board or by a majority of the condominium unit owners at a meeting called for that purpose. Such amendment must be approved by not less than two-thirds (66-2/3%) percent of the condominium unit owners voting in accordance with the procedures established by the Bylaws and the holders of first mortgages of the condominium units of such condominium unit owners.

(iii) All amendments made as hereinabove provided shall be evidenced by a written instrument, executed and acknowledged by no less than two (2) members of the Board, which shall contain a certification that the amendments were approved in accordance with this §21.

Such instrument shall be recorded and shall become effective on the date upon which such instrument shall have been recorded. Copies of such instrument shall be sent to each condominium unit owner in the manner provided in the Bylaws for the giving of notices to condominium unit owners, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

§22. Provisions Applicable to Declarant.

Notwithstanding any other provisions herein contained, for so long as the Declarant continues to own any of the condominium units, the following provisions shall be deemed to be in full force and effect, non of which shall be construed so as to relieve the Declarant from any obligations of a condominium unit owner to pay assessments as to each condominium unit owned by Declarant in accordance with the documents.

(i) For so long, as per the recorded Final Subdivision Map, the Declarant owns three (3) or more condominium units, as shown on the Final Subdivision Map, a majority of the members of the Board shall be selected by the Declarant; unless Declarant relinquishes it's control earlier in writing.

(ii) The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the property or the documents except as specifically set forth herein or in any agreement of sale for a condominium unit, and no person shall rely upon any warranty or representation not so specifically made therein.

(iii) No amendment may be made to the documents without the written consent of the Declarant, as per the recorded Final Subdivision Map as so long the Declarant retains the ownership of three (3) or more condominium units; provided, however, that the obligation to acquire said written consent of the Declarant shall cease on the date five (5) years from the date of recording this Declaration;

(iv) The Declarant may use one or more of the condominium units as a sample in connection with the sale of the condominium units and may erect advertising and promotion signs upon the land in connection with such sale.

§23. Captions.

Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in

construing the effect or meaning of any of the text of the documents.

§24. Provisions Binding Upon Successors and Assigns; Covenants Running with the Land.

The present title to the property hereby subjected to the provisions of this Declaration by the Declarant, and the title to each condominium unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of this Declaration and the acquisition of title to a condominium unit by any person shall be conclusively deemed to mean that he acquires, approves, adopts, and ratifies the provisions of this Declaration, the Bylaws, the rules and regulations of the Board and other documents and will comply therewith. All provisions of the documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every condominium unit and the appurtenances thereto; and every condominium unit owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound buy all of the provisions of the documents.

§25. Gender, Singular, Plural.

Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural and any gender shall be deemed to include all genders.

§26. Severability.

If any provisions of the documents to any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Nevada, then the said laws shall be deemed controlling and the validity of the remainder of the documents and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

§27. Effective Date.

This Declaration shall become effective on the date when it is recorded.

IN WITNESS WHEREOF, the Declarant, intending to be legally bound, has executed this Declaration the day and year first hereinabove written.

WILDCREEK DEVELOPMENT, a
Limited Liability Company

William F. [Signature]

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On this 7th day of August, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared William F. [Signature], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Manager of Wildcreek Development LLC, the Limited Liability Company that executed the within instrument and acknowledged to me that such Limited Liability Company executed the within instrument pursuant to its bylaws or a resolution of its Managing General Partner.

 JOEY KECK
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES MAR. 6, 1999

[Signature]
NOTARY PUBLIC

TM950004

EXHIBIT "A"
DESCRIPTION OF PROPERTY

1447.01 3/31/95

LEGAL DESCRIPTION
WILDCREEK BUSINESS PARK

All that certain piece or parcel of land located within a portion of the Northeast One-Quarter (NE/4) of Section 31, T.20N., R.20E., M.D.M., City of Sparks, Washoe County, Nevada, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 31 and proceeding thence S.08°29'49" W. 1631.74 feet to the westerly right-of-way line of Sullivan Lane, the True Point of Beginning

Thence along said westerly line S.26°50'31"W. 534.00 feet to the beginning of a tangent curve to the left

Thence along said curve having a central angle of 28°49'53", a radius of 430.00 feet, through an arc length of 216.38 feet to the northerly right-of-way line of McCarran Boulevard

Thence along said northerly line N.81°02'23"W. 307.69 feet

Thence continuing along said northerly line N. 83°07'19" W: 310.82 feet

Thence leaving said northerly line N.03°52'58"W. 59.57 feet to the beginning of a tangent curve to the right

Thence along said curve having a central angle of 48°52'58", a radius of 500.00 feet, through an arc length of 426.58 feet

Thence N.45°00'00"E. 89.99 feet to the beginning of a tangent curve to the right

Thence along said curve, having a central angle of 40°57'03", a radius of 300.00 feet, through an arc length of 214.42 feet

Thence N.85°57'03"E. 346.20 feet to the beginning of a tangent curve to the right

Thence along said curve, having a central angle of 30°53'28", a radius