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When Recorded Return to:

McConnell Law Office, PC
950 Idaho Street
Elko, NV 89801

1st Amended

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR BERGERON VILLAGE**

**1st AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BERGERON VILLAGE**

THIS DECLARATION is made this ____ day of _____, 2025 by DGB Investment, Inc. developer, as Declarant, and as agreed to by additional property owners identified herein.

WITNESSETH, that:

WHEREAS, the Declarant is the owner of that certain real property located in the City of Elko, County of Elko, State of Nevada, (herein called the “Property”), more particularly described near the signed line and made a part hereof which represents a 62.5% of the ownership of Bergeron Village; and

WHEREAS, the Declarations of Covenants, Conditions and Restrictions, as recorded on October 3, 2024 as Document No. 841687, provide that such an amendment is effective with the written approval of 66 2/3 percentage of the members/owners of the properties within Bergeron Village; and

WHEREAS the Declarant and additional property owners agree to this amended Declaration of Covenants, Conditions and Restrictions, to be recorded and fully replace the original Declaration of Covenants, Conditions and Restrictions and be binding upon future successors and assigns; and

WHEREAS, this 1st Amended and Fully Restated Declaration of Covenants, Conditions and Restrictions for Bergeron Village is hereby adopted and amended as applicable to all properties listed on Exhibit A; and

WHEREAS, Declarant desires to create and develop upon the Property a planned unit development (herein called the “Project”) with permanent parking, common areas and other facilities for the benefit of the Property and all present and future Owners and residents there; and

WHEREAS, in order to prevent the Project from diminishing in value or pleasurable enjoyment, Declarant desires to:

a. Subject the Property and each and every part and parcel thereof, to the conditions, covenants, restrictions, reservations, easements, charges, and liens hereinafter set forth (all herein sometimes collectively called “Covenants”), each and all of which is and are for the benefit of the Property and each and every part and parcel thereof

and each Owner thereof and their respective heirs, legal representatives, successors and assigns, and shall inure to the benefit of and shall be binding upon and shall pass with each and every part and parcel thereof; and

b. Provide for membership in the Association (as hereinafter defined) by the Owners from time to time of Lots.

NOW THEREFORE, Declarant hereby declares that the Property and each and every part and parcel thereof shall be held, transferred, sold, conveyed, and occupied subject to the Covenants hereinafter set forth, all of which Covenants shall run with the Property and be binding upon any party having any right, title, or interest therein or in any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS.

1.01. Association. The term “Association” shall mean, include, and refer to BERGERON VILLAGE ASSOCIATION, a Nevada not-for-profit corporation, its successors and assigns.

1.02. Board of Directors. The term “Board of Directors” shall mean, include, and refer to the Board of Directors of the Association as may be from time to time elected and qualified as provided for in the Articles of Incorporation and the Bylaws of the Association.

1.03. Common Areas. The term “Common Areas” shall mean, include, and refer to all of the Property excepting Lots as hereinafter defined.

1.04. Parking Area. The term “Parking Area” shall mean, include, and refer to such part of the Common Areas as shall be designated and set aside by the Association for the parking of automobiles; and the term “Parking Space” shall mean, include, and refer to a space in a Parking Area specifically designated by the Association for the parking of automobiles.

1.05. Lots. The term “Lots” shall mean, include, and refer to those parcels of the Property so described in Exhibit A attached hereto and made a part hereof; and the term “Lot” shall mean, include, and refer to one (1) of the Lots.

1.06. Building. The term “Building” shall mean, include, and refer to any structure having a roof and enclosed by walls and shall include all appendages thereto, whether or not enclosed, including, without limitation, outside stoops, stairways, porches, balconies, patios, ledges, gutters, chimneys, and the like.

1.07. Trails. The term “Trails” shall mean, include, and refer to trails that run throughout the development.

1.08. Multifamily Building. The term “Multi-family Building” shall mean, include, and refer to a Building constructed upon a Lot containing more than two (2) Dwelling Units.

1.09. Dwelling Unit. The term “Dwelling Unit” shall mean, include, and refer to one (1) or more rooms which are arranged or designed as living quarters for one (1) family only.

1.10. Family. The term “Family” shall mean, include, and refer to one (1) or more Persons, each related to the other by blood, marriage, or legal adoption; or a group of Persons not so related maintaining a common household in a Dwelling Unit, the number of which shall not exceed eight (8) persons.

1.11. Owner. The term “Owner” shall mean, include, and refer to the record owner, whether one (1) or more persons, including Declarant where applicable, of the fee simple title to any Lot, but shall not mean, include or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or transfer in lieu of foreclosure.

1.12. Person. The term “Person” shall mean, include, and refer to a natural person or a corporation, partnership, trust, firm, governmental agency, or subdivision or other legal entity.

1.13. Utility. The term “Utility” shall mean, include, and refer to storm sewers, sanitary sewers, water, electricity, gas, telephone, and other items generally referred to as utilities; and the term “Utility Company” shall mean, include, and refer to a Person furnishing a Utility.

ARTICLE II. PROPERTY RIGHTS.

2.01. Owner’s Easements of Enjoyment. Every Owner and his family, tenants, agents, and guests shall have a right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and which shall pass with title to every Lot, subject to:

a. The right of the Association to reasonably limit the use of the Common Areas by guests.

b. The right of the Association to suspend the voting rights and the right to use and enjoyment of any Common Areas and facilities thereof, except ingress and egress to and from his Lot and except the use of his parking space, either assigned or generally if none has been assigned to him, for any period during which any Assessment (as hereinafter defined) against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association’s published Rules and Regulations.

c. The right of the Association to dedicate, sell, or transfer all or any part of the Common Areas or any interest therein or easement thereon to any public, quasi-

public, or private agency, authority, or Utility as provided for in Section 5.12 hereof.

2.02. Delegation of Use. Any Owner may delegate, in accordance with the provisions and limitations of the Rules and Regulations of the Association, such Owner's right of enjoyment of the Common Areas and facilities to the members of his family, his tenants, agents, and guests or to contract purchasers who reside in any Dwelling Unit on such Lot.

2.03. Survival. Notwithstanding any termination hereof or any amendment hereof or any action taken pursuant hereto, no Lot shall be deprived of its easement for ingress and egress without the consent of the Owner and mortgagee of such Lot, which easement shall survive any such termination, amendment or action. Neither the termination hereof, nor any amendment hereof shall terminate, limit, or abridge any easement granted by Article X for the repair, maintenance, or replacement of any Utility Connection (as defined in Paragraph 10.02) without the consent of the City of Elko with respect to easements for sewer and water lines or Connections and without the consent of any Utility Company furnishing any other utility service with respect to easements for lines or Connections providing such utility service.

ARTICLE III.

BUILDING AND USE RESTRICTIONS.

3.01. Buildings. No Building or other structure shall be erected or constructed upon any Lot, except new Dwelling Units erected in accordance with the provisions of Article VII hereof; and no Lot shall be used, either temporarily or permanently, for any other purpose, except for temporary use as may be reasonably necessary in connection with the construction and erection of Dwelling Units, or improvements upon the Common Areas.

3.02. Use of Dwelling Units. No Dwelling Unit shall be used or occupied for any purpose other than as a residence, and no Dwelling Unit may be so occupied by more than one (1) Family.

3.03. Animals. No animal, livestock, or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on the Common Areas, except for no more than (4) dogs, cats, or other household pets, which may be subject to Rules and Regulations promulgated by the Association, kept in a Dwelling Unit for other than commercial purposes.

3.04. Restrictions. No advertising signs, billboards, objects of unsightly appearance or nuisance (including, without limitation, clotheslines, garbage containers, or the like) shall be erected, placed, or permitted to remain in or on any Building or Dwelling Unit or Common Area, nor shall any Building or Dwelling Unit or Common Area be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property, nor shall any Building or Dwelling Unit or Common Area be used for commercial activities of any kind; provided, that the foregoing restrictions shall not apply to:

a. The maintenance of not more than one (1) “for rent” or “for sale” sign of not more than five (5) square feet which may be maintained by an Owner thereof on any Building; or

b. Commercial activity, signs, or billboards of Declarant, its agents, employees, and designees during the construction and sale period or by the Association in furtherance of its powers and purposes herein set forth and in its Articles of Incorporation, Bylaws, Rules, and Regulations, as the same may be amended from time to time.

3.05 All buildings should meet the following requirements:

- a. No tents, trailers, shacks, temporary sheds or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot;
- b. Detached structures are allowed as long as they use similar materials, design and colors of the home, are approved by the Declarant/Developer through a site plan showing its location on the property and that it fits within the setbacks and is not in the front of the home. The Declarant/Developer will give written notice of approval or non-approval within 20 days of application from homeowner who has turned in complete plan, materials and color selections.
- c. Building Type: No building shall be erected, altered, placed, or permitted to remain on any unit other than one single family residence.
- d. No person may live on a property until a Certificate of Occupancy has been given by the City of Elko. This prohibition includes property owners as well as contractors, subcontractors, agents or employees utilizing the property as temporary living space, which is strictly prohibited.
- e. Square Footage:

Each single-family home shall be a minimum livable 1,500 square feet on the ground level. Any Square footage on a 2nd level above the ground level, a full or partial below the ground basement level or garage space are IN ADDITION to the minimum livable 1,500 square feet on the ground level.

Garage Bay Requirement: at least a 2-car attached garage is required for each single family home.

- f. Materials/Construction:

- a. All homes must be standard single or multi-family traditional, on-site frame built homes. No non-permanentized manufactured, mobile modular or UBC homes will be allowed.
- b. Exterior finishes shall be vinyl siding, stone or brick veneer, stucco, aluminum soffit and fascia with a minimum 20 year asphalt shingle roof will be allowed. No matter the exterior, a minimum square footage of stone, brick or rock, which is equal to 3 foot height on the front faces of the home (excluding doors) is required, at least on the front of the home. The total of stone or brick requirement can be massed higher than 3 feet in some areas reducing the 3 foot requirement in others but the total area of must be equal to 3 feet of stone or brick across the front cannot be reduced but can be applied in different ways.
- g. Parking: Only registered vehicles can be parked on the property. All vehicles must either be parked in the garage or in the driveway. Vehicles may not be parked on the street for more than 48 hours. Vehicles may not be parked in the front, side or rear yard for more than 24 hours.
- h. Use of Garages: Garages shall be used only for parking conventional passenger vehicles and limited storage, which does not interfere with parking by the number of conventional passenger vehicles for which the garage was originally designed, and shall not be converted for living or recreational activities. No automobile garage shall be permanently enclosed or converted to other use. All garages shall be at least adequate to house two standard size American automobiles for single family homes and one standard car for each multifamily unit. All garages must have doors that are in usable condition. A garage may be built large enough to house a Recreational Vehicle and/or Motorhome to be parked inside.
- i. Trash: No trash or debris of any kind shall be placed or permitted to accumulate within or adjacent to any unit.
- j. Home plan/site plan: a site plan showing the home, parking, driveway, along with exterior elevations, exterior material selections and colors must be approved in writing by the Declarant/Developer prior to a building permit application is submitted to the City of Elko.

In the event that any Owner or its agents, tenants, guests, or occupants shall violate

any of the provisions of this Section, and shall not cease and cure the same upon demand, the Association may take such action, in connection therewith, as the Association may deem appropriate, including, without limitation, the physical removal or correction of any violations, the institution of legal proceedings or otherwise, and for such purpose, the Association shall have the right and is hereby granted an easement to come upon any Lot and any Building and Dwelling Unit thereon at reasonable times upon giving reasonable notice to the Owner or his agents; and all costs and expenses thereof, including reasonable legal fees shall be assessed against such Owner and his Lot as a Special Assessment as provided for in Article VI hereof.

ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS.

4.01. Owners as Members. It is understood and agreed that:

- a. Every Owner of a Lot shall be a member of the Association, including the Developer.
- b. Membership shall be appurtenant to and may not be separated from ownership of a Lot.
- c. Each person acquiring title to a Lot, by acceptance of a deed or other conveyance therefor, covenants and agrees to be a member of the Association, whether or not it shall be so expressed in such deed or other conveyance, provided that any person which holds such interest merely as security for the performance of an obligation shall not be a member.

4.02. Multiple Ownership. When more than one (1) person is the Owner of any Lot, all such persons shall be members, provided, that the votes for such Lot shall be exercised as may be determined by a majority in interest of such co-owners, or otherwise, as they may determine.

4.03. Voting Rights. Each Owner of a Lot shall be entitled to one (1) vote for each lot owned, including the developer.

4.04. Proxies. The casting of any vote may be made in person or by proxy; and any votes present by proxy shall be deemed present in connection with any determination of a quorum or for any other purpose.

4.05. Notices and Quorums. Written notice of any meeting wherein any action authorized pursuant to Sections 5.12, 6.03(b)(iii), 6.04, 11.05, or 11.06 hereof may be taken, shall be sent to all members of the Association not less than ten (10) days or more than thirty (30) days in advance of such meeting, and a quorum shall be deemed present at any such meeting only as follows:

- a. At the first meeting held pursuant to such notice, the presence of members of the Association, in person or by proxy, entitled to cast fifty percent (50%) of all votes of

the Association shall constitute a quorum.

b. If the required quorum is not present at any meeting so held, a majority of the votes present may adjourn such meeting from time to time without further notice provided, that except as otherwise herein expressly provided, all notices of meetings of members of the Association, the existence of a quorum or the votes necessary to pass any measure shall be governed by the Bylaws of the Association in effect from time to time.

ARTICLE V.

RIGHTS, DUTIES, AND POWERS OF THE ASSOCIATION.

5.01. General. In addition to its other rights, duties, and powers as set forth herein and in its Articles of Incorporation, Bylaws and Rules and Regulations (as the same may be amended from time to time), all rights, duties, and powers relating to the management, operation, and maintenance of Common Areas as well as certain rights, duties, and powers relating to the Lots as herein set forth, shall be vested in the Association, acting through its Board of Directors and subject to the provisions and limitations herein set forth.

5.02. Agents and Employees. The Association may employ or engage a manager and/or other employees or agents, and contract for such services, labor and materials as the Board of Directors may deem reasonably necessary to operate and maintain the Common Areas and the facilities thereon and to discharge the other duties of the Association as herein provided for.

5.03. Maintenance of Common Areas. The Association shall be responsible for maintaining the Common Areas and all improvements thereon and any and all furnishings and equipment relating thereto in good, clean, attractive, and sanitary order and repair and, without limiting the generality of the foregoing, the Association shall provide for landscaping, rubbish removal, and snow removal in connection with the Common Areas, and shall operate and maintain any and all Common Areas. The Association shall provide snow removal for roads and parking lots, not covered by the City of Elko road maintenance. Owners shall be responsible for their own driveway and sidewalk snow removal, exterior of home, fences and landscaping on their own lot.

5.04. Exterior Maintenance of Areas. The Association shall provide exterior maintenance to the common areas only as follows: trails. The Association shall be responsible for the parking lots and common areas, as well as providing trash dumpsters for all garbage and refuse; provided that in the event the need for maintenance or repair is caused through the willful or negligent act of the Owner, his Family, his guests, or invitees, the cost of any maintenance or repairs so caused shall be assessed against such Owner and his Lot as a Special Assessment as provided for in Article VI hereof. Should any lot owner fail to maintain fencing and receive a notice to make repairs, the Association may make sure repairs and charge back the expense to the Lot owner in the form of a lien.

5.05. Insurance. The Association shall keep and maintain fire and public liability insurance upon Common Areas and all improvements thereon in such amounts and limits as may be determined from time to time by the Association.

5.06. Rules and Regulations. The Association may adopt, and from time to time revise and amend, reasonable rules and regulations (herein called the "Rules and Regulations") regarding the use of the Common Areas and other facilities situated thereon by Owners or tenants and their guests and for other purposes as herein provided; which Rules and Regulations may include such reasonable charges there as the Association may determine; provided, that a copy of such Rules and Regulations and all amendments thereto shall be mailed to the, Owner of each Lot and shall be reasonably available at the principal office of the Association for examination by each Owner and Tenant.

5.07. Entry. The Association or its representatives shall have the right, and are hereby granted an easement at reasonable times and upon reasonable notice to the Owner, his agent, or tenant, to enter upon any Lot thereon to the extent such entry is necessary to carry out upkeep of the Common Areas only.

5.08 Entry for Public Necessity. Each Owner hereby grants access for fire protection and public necessity through each lot, if necessary in the case of emergency.

5.09. Taxes. The Association shall pay all real estate taxes, personal property taxes, general and specific assessments, or other charges which may be assessed or levied against the Common Areas.

5.10. Assessments. The Association shall fix, determine, levy, and collect Assessments, as provided for in Article VI hereof.

5.11. Conveyance or Dedication. The Association may, from time to time, transfer, convey, or dedicate all or any part of the Common Areas, or easements thereon, to any agency, authority, or Utility, provided that no such transfer, conveyance, or dedication shall be made unless the Owners of at least two-thirds ($\frac{2}{3}$) of all Lots assent and an instrument signed by the Owners of at least two-thirds ($\frac{2}{3}$) of all Lots has been filed for record indicating their assent to such transfer, conveyance, or dedication.

5.12. Miscellaneous. The Association shall do and perform any and all other acts and things and shall have such other rights and powers as may be provided for herein or as may be reasonably necessary to carry out the purport and intent of this Declaration.

ARTICLE VI.

COVENANT FOR ASSESSMENTS.

6.01. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot or any part thereof by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or other conveyance, hereby covenants and

agrees, for himself, his heirs, executors, personal representatives, successors and assigns, to pay to the Association, the following:

- a. Annual assessments or charges (herein called "Annual Assessments"), payable monthly or on such other periodic basis as may be designated from time to time by the Board of Directors of the Association.
- b. Assessments for capital improvements (herein called "Capital Assessments"), such assessments to be fixed, established, and collected as hereinafter provided.
- c. Special assessments (herein called "Special Assessments") as may be assessed upon particular Lots pursuant to the provisions of Sections 3.04, 5.06, 10.03, and 10.05 hereof; it being understood and agreed that all Annual, Capital and Special Assessments (all herein called "Assessments") as may be made upon any Lot in accordance with the provisions hereof, together with interest, costs, and reasonable attorney's fees shall be: (i) a charge upon and shall be a continuing lien upon the Lot against which each such Assessment is made, and (ii) the personal obligation of the person who was the Owner of the Lot at the time when such Assessment fell due in whole or in part, but no successor in interest to the title to any Lot shall be personally liable for any Assessments falling due prior to his acquisition of title, unless he shall expressly assume such obligation in writing. In no case shall a special assessment exceed 50% of the then-current annual assessment per lot.

6.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively:

- a. To promote the use, maintenance, and enjoyment of the Project.
- b. To promote the recreation, health, safety, and welfare of the Owners of Lots and residents of Dwelling Units thereon.
- c. To enable the Association to carry out its duties and obligations as set forth herein.

6.03. Annual Assessment. The Annual Assessment shall be determined in accordance with the provisions of this Section 6.03, as follows:

- a. The Board of Directors shall, within the limitations hereinafter set forth, determine the aggregate Annual Assessments to be assessed for any year upon all Lots, and shall divide the same by the aggregate number of Dwelling Units upon all Lots; and the result shall be the "Annual Dwelling Unit Assessment."
- b. The Annual Assessment for any Lot shall be the Annual Dwelling Unit Assessment multiplied by the number of Dwelling Units contained within such Lot.
- c. The Board of Directors may fix the Annual Dwelling Unit Assessment for any year at such amount necessary for such year, as such Board of Directors may determine from time to time after consideration of current maintenance costs and present and future needs and obligations of the Association.

6.04. Assessments for Capital Improvements. In addition to Annual Assessments authorized by Section 6.03 hereof, the Association may levy, in any year, a Capital Assessment, applicable to that year only, for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property relating thereto, provided, that:

a. Any Capital Assessment shall be assented to by not less than two-thirds ($\frac{2}{3}$) of the votes cast at a meeting duly called and held for such purpose pursuant to the provisions of Section 4.05 hereof.

b. The amount of the aggregate of any Capital Assessment which shall be charged to, borne by and assessed against any Lot and the Owner thereof shall be that proportion of such aggregate Capital Assessment as the number of Dwelling Units contained within such Lot bears to the aggregate of all Dwelling Units upon all Lots.

6.05. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as follows:

a. The first Annual Assessments shall be made for the balance of the calendar year in which the Declaration is recorded and shall become due and payable in equal monthly installments to be paid each month in advance on or before the first day of the month, unless the Board of Directors shall designate another form of periodic payment.

b. The amount of the Annual Assessment which may be levied for the balance remaining in the first year of Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in Section 6.03 hereof as the remaining number of months in such first year bears to twelve (12).

c. The Annual Assessment for any year after the first year shall become due and payable in equal monthly installments to be paid each month in advance on or before the first day of the month commencing on the first day of January of such year unless the Board of Directors designates another form of periodic payments.

d. The due date or dates of any Capital Assessment authorized pursuant to Section 6.04 hereof, shall be fixed in the resolution authorizing such Capital Assessment.

6.06. Duties of the Board of Directors. The duties of the Board of Directors in connection with the determination of Assessments shall be as follows:

a. Not less than thirty (30) days prior to the commencement of each Annual Assessment period, the Board of Directors shall fix the amount of the Annual Assessment for such period against each Lot and shall give written notice thereof of such Annual Assessment to the record Owner of such Lot.

b. The Board of Directors shall fix and determine Special Assessments as may be applicable to particular Lots as provided for in Sections 3.04, 5.06, 10.05, and 10.06 hereof.

c. The Board of Directors shall, at the time of fixing any Assessment, prepare a roster of the Lots and the Assessments applicable thereto and shall keep the same in the Office of the Association available to inspection by any person during reasonable business hours or online as the Board may determine.

d. Subject to the provisions of any Resolution authorizing a Capital Assessment, the Board of Directors may, at its discretion, designate a form of periodic payments for Assessments, Annual, Capital and Special.

e. The Board of Directors may, at its discretion, designate and retain a collection agency for the Association to whom Assessment payments shall be made.

f. The Association shall, within a reasonable time, upon request, furnish to any Owner, a certificate in writing signed by an officer of the Association or by a collecting agent designated by the Board of Directors, setting forth whether Assessments against such Owner's Lot have been paid; and such certificate shall be conclusive evidence of payment of any such Assessment therein stated to have been paid, provided, that the Association may require any Owner making a request for such certificate to pay a reasonable charge therefor.

6.07. Effect of Non-Payment of Assessment. If any Assessment or periodic portion thereof is not paid on the date when the same becomes due (as determined by the Board of Directors), then:

a. Such Assessment shall be deemed delinquent and the amount thereof, together with interest as hereinafter provided, and the costs (including reasonable attorney's fees) of collection thereof shall thereupon become a continuing lien upon the Lot to which the same relates and shall bind such Lot in the hands of its then Owner, his heirs, personal representatives, executors, successors, and assigns.

b. The personal obligation of the then Owner of the Lot to pay such Assessment shall remain his personal obligation.

c. If an Assessment is not paid within sixty (60) days after the delinquent date, the Assessment shall bear interest from the date of delinquency at the maximum rate of interest from time to time permitted by the Nevada Revised Statutes, statutory interest.

d. The Association or its designated collecting agent may bring any action at law against the Owner personally obligated to pay a delinquent Assessment or to foreclose the lien thereof against the Lot to which the same relates, and there shall be added to the amount of any such delinquent Assessment, interest as herein provided, reasonable attorney's fees and the costs of the action.

e. No Owner may waive or otherwise escape liability for any Assessment provided for herein or stop the Association from enforcement of its lien or other rights hereunder by reason of non-use of the Common Areas or abandonment of the Lot subject to Assessment.

6.08. No Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall not be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot subject to Assessment, and the sale or transfer of any Lot pursuant to a decree of foreclosure of any such first mortgage or bona fide deed or conveyance in lieu thereof shall not extinguish the lien of such Assessment with respect to Assessments which became due prior to such sale or transfer; provided,

however, that:

- a. No sale or transfer of a Lot pursuant to a decree of foreclosure to deed or conveyance in lieu thereof shall relieve the Owner thereof from personal liability for any delinquent Assessment, nor shall any such transfer relieve such Lot or the Owner thereof from liability for any Assessments thereafter becoming due or from the lien of any such subsequent Assessments.
- b. No sale or transfer of any Lot, except pursuant to a decree of foreclosure or a bona fide deed or conveyance in lieu thereof, shall affect the lien of any Assessment.
- c. All transfers shall incur a transfer fee to be set initially at \$200.00, but may be adjusted by the Board of Directors, from time to time, any time a lot transfers owners. Transfers from the initial builder or developer to the contractor or homebuyer shall be exempt from this provision.

ARTICLE VII. ARCHITECTURAL CONTROL.

7.01. Prohibition. No building, fence, wall, antenna, or other structure or appendage shall be commenced, erected, or maintained upon the Property, and no exterior alterations, additions, or changes shall be made upon any Building or structure erected upon the Property until the plans and specifications therefor (herein called the "Plans and Specifications") showing the nature, kind, shape, height, materials, location, and the approximate cost of the same shall have been submitted to and shall have been approved by the Board of Directors as provided for in Section 7.03 hereof.

7.02. Architectural Committee. The Board of Directors shall act as the architectural committee (herein called "Architectural Committee") provided, that if the Board of Directors shall so determine, the Architectural Committee shall be a committee composed of a representative or representatives (who need not be Directors) so designated by the Board of Directors.

7.03. Approval or Disapproval. The Architectural Committee shall review and approve or disapprove in writing, all Plans and Specifications submitted as provided in Section 7.01 as to conformity of the work proposed therein to the Project, the topography and the structural and aesthetic design of surrounding Buildings; provided, that if the Architectural Committee shall fail to approve or disapprove any Plans and Specifications submitted to it pursuant to this Article within thirty (30) days after such submission, approval will be deemed to have been given, and this Article will be deemed to be fully complied with.

ARTICLE VIII. CONCERNING DECLARANT.

8.01. Conveyance of Common Areas. Prior to the first conveyance by the Declarant of any Lot, Declarant shall convey to the Association, in fee, all of the Common Areas, free and clear of all mortgages and encumbrances excepting easements for utilities as hereinafter provided for, current real estate taxes not in default, the provisions of this Declaration and such other matters affecting title as may presently exist upon the Common Areas other than liens or mortgages. Current real estate taxes shall be prorated between Declarant and the Association as of the date of conveyance.

8.02. Utilities. The Common Areas and Declarant's conveyance thereof to the Association shall be subject to easements granted or to be granted for Utilities.

8.03. Declarant's Use. Declarant, its agents, employees, and designees shall have the right of use of the Common Areas during the construction and sales period, whether before or after conveyance thereof to the Association, as may be reasonably necessary to erect Buildings upon the Lots and to effect the sale or rental of the same; provided such use does not interfere unreasonably with the Owners' use of the recreational facilities, rights of ingress and egress, and parking rights.

ARTICLE IX.

JOINT CONNECTION OF UTILITY LINES.

9.01. General. The rights and duties of Owners of Lots and the Association with respect to Utilities shall be governed by the provisions of this Article.

9.02. Easement for Repair. Wherever lines or connections (herein generally called "Connections") of Utilities are installed within the Property, and the Connections or any portion thereof lie in or upon Lots (including any Dwelling Units thereon) other than the Dwelling Units served by such Connections, the Association and the Owners of any such Lots served by such Connections shall have the right, and are hereby granted easements to the full extent necessary therefor, to enter upon Lots and Dwelling Units (or to have the Utility Companies, other than the City of Elko, enter thereon) in or upon which are located Connections, or any portion thereof, to repair, replace or generally maintain such Connections as and when the same may be necessary.

9.03. Action by Association and Assessments. In the event the Association shall deem the repair, replacement, or maintenance of any Utility Connection to be necessary for any reason whatsoever, including, but not limited to, acts of Owners, their agents, guests, or tenants, ordinary wear and tear, or deterioration from lapse of time, the Association shall repair or replace such Connection or have the same repaired or replaced and the Association may assess the costs thereof as Special Assessments as provided for in Article VI hereof against the Owners of all Lots which are served by such Connections and against such Lots in the proportion that the number of Dwelling Units upon each such Lot bears to the aggregate of Dwelling Units of all such Lots; provided, however, that in the event any portion of any Utility Connection is obstructed, damaged, or destroyed through the act of the Owner of a Lot or any of such Owners' agents, guests, or tenants, whether or not such act is negligent (or

otherwise culpable) so as to require the repair or maintenance thereof, the costs of such repair and replacement may be assessed by the Association against such Owner and his Lot as a Special Assessment as provided for in Article VI hereof. The Association shall not be liable to any Owner, nor to the tenants, agents, or guests of any Owner, for direct or consequential damages to persons or property on account of the failure of the Association to maintain, repair, or replace any Utility Connections, except to the extent of the cost of such repair, replacement, or maintenance incurred by any Owner, its agents, or tenants.

9.04. Joint Use. Whenever Utility Connections serve more than one (1) Lot, the Owner of each Lot and his agents, guests, or tenants served by such Connections shall be entitled to the full use and enjoyment of such portions of such Connections as shall service his Lot.

ARTICLE X. GENERAL PROVISIONS.

10.01. Enforcement. The Covenants herein contained shall run with and be binding upon all of the Property and shall be binding upon the Association and upon all persons owning, leasing, subleasing, or occupying any such land, their heirs, executors, administrators, personal representatives, successors and assigns; and the Covenants may be enforced by the Association (which shall have the right to expend Association monies in pursuance thereof), and may also be enforced by the Owners of any Lot or Lots; provided, that if the Covenants are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may, in the discretion of the Board of Directors, be reimbursed by the Association for all or any part of the cost incurred thereby.

10.02. Severability. Invalidation of any of the Covenants or terms, provisions, conditions, or restrictions herein contained or any portion thereof by judgment or court order shall in no way affect the validity of any of the other such Covenants, terms, provisions, conditions, or restrictions, or portions thereof; and the same shall remain in full force and effect.

10.03. Pronouns. The word "he" wherever used in this instrument shall be used as synonymous with the words "she," "it," and "they" and the word "his" synonymous with the words "her," "its," and "their."

10.04. Captions. All article and section titles or captions contained herein are for convenience only and shall not be deemed a part of the context hereof.

10.05. Amendment. This Declaration may be amended by the affirmative vote of not less than sixty-six and two-thirds (66⅔) of the aggregate number of votes entitled pursuant to Section 4.03 hereof to be cast at a meeting duly called and held for such

purpose in accordance with the provisions of Section 4.05 hereof, provided that any such amendment shall be of no effect unless there shall be recorded in the Office of the County Recorder, County of Elko, State of Nevada, a certificate executed by the president or any vice-president of the Association and attested to by the secretary or an assistant secretary of the Association, setting forth such amendment at length and certifying that the amendment was adopted and approved in accordance with the requirements of this Declaration.

10.06. Duration. The covenants, provisions, and restrictions hereof, as the same may be amended from time to time, shall remain in full force and effect for a period of twenty (20) years from the date hereof, and thereafter, they shall have been deemed to have been renewed for successive terms of ten (10) years each, provided, that at any time after twenty (20) years after the date hereof, the provisions, conditions and restrictions hereof may be terminated by the affirmative vote of not less than sixty-six and two-thirds percent (66⅔%) number of votes entitled pursuant to Section 4.03 hereof to be cast at a meeting called for such purpose in accordance with the provisions of Section 4.05 hereof.

10.07 Indemnification. Each lot owner agrees to indemnify and hold harmless Declarant, the Association and their agents and assigns from any and all acts that are caused through the negligence of any third party and not at the fault due to the acts of the Declarant or the Association.

IN WITNESS WHEREOF, DGB INVESTMENT, INC., as the Declarant, and other property owners have caused this 1st Amended Declaration of Covenants, Conditions, and Restrictions to be executed on its behalf and its corporate seal to be affixed hereto, all as of the day and year first above written.

Dated: _____

DECLARANT
DGB INVESTMENT, INC.

By:

Scott MacRitchie

Title: _____

Owner of parcels 001-577-026, 001-577-027, 001-577-028, 001-577-029, 001-577-030, 001-577-034, 001-577-035, 001-577-036, 001-577-037, 001-577-038

Lots 26, 27, 28, 29, 30, 34, 35, 36, 37 and 38 of Bergeron Village, Phase 1, as shown on the Final Map thereof, Recorded on September 25, 2024 as Document Number 841242, in the Office of the Elko County Recorder, Elko County, Nevada.

State of _____
County of _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____.

NOTARY PUBLIC

EXHIBIT A

APN

001-577-025
001-577-026
001-577-027
001-577-038
001-577-029
001-577-030
001-577-031
001-577-032
001-577-033
001-577-034
001-577-035
001-577-036
001-577-037
001-577-038
001-577-039
001-577-040

Lots 25 through 40 of Bergeron Village, Phase 1, as shown on the Final Map thereof, Recorded on September 25, 2024 as Document Number 841242, in the Office of the Elko County Recorder, Elko County, Nevada.

CONSENTED AND AGREED TO BY:

Dated: _____

By:

Patricia Van Kirk

Bruce Van Kirk

Owner of parcels 001-577-039, 001-577-040

Lots 39 and 40 of Bergeron Village, Phase 1, as shown on the Final Map thereof,
Recorded on September 25, 2024 as Document Number 841242, in the Office of the
Elko County Recorder, Elko County, Nevada.

State of _____

County of _____

This instrument was acknowledged before me on the ____ day of
_____, 2024 by _____.

NOTARY PUBLIC

State of _____

County of _____

This instrument was acknowledged before me on the ____ day of
_____, 2024 by _____.

NOTARY PUBLIC

CONSENTED AND AGREED TO BY:

Dated: _____

By:

Nathan Beck

President, Arnold Beck Construction, Inc.

Owner of parcels 001-577-033

Lots 33 of Bergeron Village, Phase 1, as shown on the Final Map thereof, Recorded on September 25, 2024 as Document Number 841242, in the Office of the Elko County Recorder, Elko County, Nevada.

State of _____

County of _____

_____ This instrument was acknowledged before me on the ____ day of _____, 2024 by _____.

NOTARY PUBLIC

CONSENTED AND AGREED TO BY:

Dated: _____

By:

Michael Vieira

Kelli Vieira

Owner of parcels 001-577-032

Lots 32 of Bergeron Village, Phase 1, as shown on the Final Map thereof, Recorded on September 25, 2024 as Document Number 841242, in the Office of the Elko County Recorder, Elko County, Nevada.

State of _____

County of _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____.

NOTARY PUBLIC

State of _____

County of _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____.

NOTARY PUBLIC

CONSENTED AND AGREED TO BY:

Dated: _____

By:

Kyle Kottwitz

Lindsey Kottwitz

Owner of parcels 001-577-031

Lot 31 of Bergeron Village, Phase 1, as shown on the Final Map thereof, Recorded on September 25, 2024 as Document Number 841242, in the Office of the Elko County Recorder, Elko County, Nevada.

State of _____

County of _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____.

NOTARY PUBLIC

State of _____

County of _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____.

NOTARY PUBLIC

CONSENTED AND AGREED TO BY:

Dated: _____

By:

Christina M. Highland

Rickey L. Highland

Owner of parcels 001-577-025

Lots 25 of Bergeron Village, Phase 1, as shown on the Final Map thereof, Recorded on September 25, 2024 as Document Number 841242, in the Office of the Elko County Recorder, Elko County, Nevada.

State of _____

County of _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____.

NOTARY PUBLIC

State of _____

County of _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____.

NOTARY PUBLIC