APNS 19-871-23 thru 50
19-872-15
19-873-01 thru 18

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

Lakemont Homes, Inc.
c/o Stein & Baydaline LLP
Bruce R. Inman, Esq.
895 University Avenue
Sacramento, California 95825

(Space Above For Recorder's Use)

NOTICE OF ADDITION OF LAND AND DECLARATION OF ANNEXATION, FOR DAYTON VALLEY COUNTRY CLUB UNIT 5B

This Notice of Addition of Land and Declaration of Annexation for Dayton Valley Country Club Unit 5B ("Declaration of Annexation") is made by Dayton Valley Investors, LLC, a Nevada limited liability company ("Declarant"), in reference to the following facts:

RECITALS

A. Declarant is the record owner of that certain real property located in the County of Lyon, State of Nevada, more particularly described as follows:

> Lots 37 through 83, inclusive, and the real property contained within the boundaries of Grayhawk Drive, St. Andrews Drive, Prestwick Court, Murifeld Court, Canterbury Court, Cypress Point Drive and Lakeview Drive, as shown on the subdivision map of "Dayton Valley Country Club Unit 5B", filed for Record on July 18, 2002, as Document No.279806, Lyon County Records.

In this Declaration of Annexation, the above described property is referred to as the "Annexed Property", and the above described subdivision map, for the Annexed Property is referred to as the "Subdivision Map".

B. John Lawrence (Nevada), Inc. a Nevada corporation ("Original Declarant") recorded the First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dayton Valley Country Club on May 18, 1990, in the Official Records of Lyon County, Nevada, as Document No. 133393, (the "Declaration"). Declarant is the successor-in-interest to the Original Declarant as to the real property described in Exhibit "A" of the Declaration.

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C. Section 4.02 of the Declaration provides for the unilateral annexation by the Declarant of additional property to the Declaration by the Recordation of a Notice of Addition of Land which describes the land to be annexed. Declarant desires to add the Annexed Property to the Project and thereby subject the Annexed Property to the Declaration and this Declaration of Annexation.

NOW, THEREFORE, Declarant declares as follows:

1. Annexation.

1.01. Annexation of the Annexed Property. Declarant, as the owner of the Annexed Property, declares that the Annexed Property is hereby annexed to and made a part of the Property. This Declaration of Annexation constitutes a "Notice of Addition of Land" as described in Section 4.02 of the Declaration. The Annexed Property, and each part thereof, shall be held, sold, leased, transferred, occupied and conveyed subject to the terms, provisions, covenants, conditions, restrictions, easements and equitable servitudes of the Declaration and this Declaration of Annexation.

1.02. Assessment Obligation. The obligation for Regular and Special Assessments shall commence with respect to all Lots within the Annexed Property on the first day of the first month following the month in which the first conveyance of a Lot in the Annexed Property. Notwithstanding the above, any real property within the Annexed Property which is a Common Element shall be exempt from Assessment.

1.03. Equitable Servitudes. The covenants, conditions and restrictions of this Declaration of Annexation and the Declaration are imposed as equitable servitudes upon the Annexed Property, and each Lot and Common Element located therein, as a servient tenement for the benefit of each and every other Lot or Common Element located in the property subject to the Declaration, as the dominant tenement.

1.04. Covenants Appurtenant. The covenants, conditions and restrictions of the Declaration shall run with, and shall inure to the benefit of, and shall be binding upon all of the Annexed Property, and shall be binding upon and inure to the benefit of all persons (and such persons' heirs, personal representatives, successors and assigns) having, or hereafter acquiring, any right, title or interest in all or any portion of the Annexed Property.

1.05. Membership in the Master Association. Upon the commencement of Regular Assessments against Lot(s) in the Annexed Property, as provided in Section 1.02, above, each Owner of a Lot within the Annexed Property shall automatically be a Member of the Association, with a separate membership being appurtenant to each Lot owned.

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1.06. Voting Rights. The voting rights of the Owners of Lots located in the Annexed Property shall be as set forth in the Master Declaration and in the Bylaws. Voting rights shall commence with respect to each Lot within the Annexed Property upon commencement of the payment of Common Assessments for such Lot, as provided in this Declaration of Annexation and in Section 3.02 of the Master Declaration.

1.07. Common Area. The following portions of the Annexed Property are designated as Common Elements, and as referred to as Common Area in Section 2.013 of the Declaration: The real property lying within the boundaries of Grayhawk Drive, St. Andrews Drive, Prestwick Court, Murifeld Court, Canterbury Court, Cypress Point Drive and Lakeview Drive, as shown on the Subdivision Map.

2. Reservation of Easements.

2.01. Easements in Master Declaration. Declarant hereby reserves easements over the Annexed Property, as appropriate, for the purposes set forth in Section 5.17 of the Declaration.

2.02. Other Easements. Each Lot and Common Area within the Annexed Property and its Owner is hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Annexed Property as shown on the Subdivision Map.

3. Incorporation by Reference. The provisions of the Declaration are incorporated herein by this reference and are expressly declared to be applicable to the Annexed Property and to each Owner of a Lot and Common Area therein, as if the Annexed Property was originally encumbered by the Declaration. Except as otherwise provided herein, all capitalized terms used in this Declaration of Annexation shall have the same meanings as set forth in the Declaration.

4. Effective Date. This Declaration of Annexation shall be effective as of the date of its Recordation in the Official Records of Lyon County, Nevada.

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IN WITNESS WHEREOF, the undersigned, Declarant, has executed this Declaration of Annexation on _____, 2002.

"Declarant"

DAYTON VALLEY INVESTORS, LLC,
a Nevada limited liability company

By: **WADE DAYTON, LLC,**
a Nevada limited liability company,
Its Manager

By: Joe Wade
Its: Manager

By: Patricia M. Wade
Its: Manager

By: **LAKEMONT DAYTON, LLC,**
a Nevada limited liability company,
Its Manager

By: _____
Its: _____

{Notary Acknowledgment Attached}

Unofficial Copy

State of Nevada
County of Washoe

This instrument was acknowledged before me on October 28 2002,

_____, by Greg Pertzmeier

Barbara A. Hunsaker
Notarial Officer

BARBARA A. HUNSAKER
Notary Public, State of Nevada
Appointment No. 00-61389-2
My Appt. Expires March 15, 2004

285628

Unofficial Copy

285628

STATE OF NEVADA)
)ss:
COUNTY OF WASHOE)

This instrument was acknowledged before me on November 6, 2002 by Patricia M. Wade.

Notarial Officer

FAITH RICCIUTI
Notary Public, State of Nevada
Appointment No. 02-73630-2
My Appt. Expires Feb 20, 2006

STATE OF NEVADA)
)ss:
COUNTY OF WASHOE)

This instrument was acknowledged before me on November 6, 2002 by Joe Wade.

Notarial Officer

FAITH RICCIUTI
Notary Public, State of Nevada
Appointment No. 02-73630-2
My Appt. Expires Feb 20, 2006

285628

OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY

STEWART TITLE OF CC

02 NOV -8 PM 4:30

MARY C. MILLIGAN
COUNTY RECORDER

FEE 19.00 DEP. mc

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