

SIGN & RETURN

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
WILDFLOWER RIDGE SUBDIVISION

THIS DECLARATION OF RESTRICTIONS made this 13th day of March, 1990, involves Wildflower Ridge Subdivision, Unit 3-A ("the Subdivision"), DOUGLAS COUNTY, NEVADA, VALLEY VIEW VENTURES II, owner, hereinafter called the Declarant.

WITNESSETH

WHEREAS, the Declarant is the owner in fee simple of all of that certain real property described as follows:

LOTS 1-9, BLOCK K AS SET FORTH ON THE MAP OF WILDFLOWER RIDGE SUBDIVISION UNIT 3-A, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON FEBRUARY 5, 1991, IN BOOK 291, PAGE 312 AS DOCUMENT NO. 244240 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 23-470-04.

WHEREAS the Declarant has subdivided such real property into lots, and intends and desires to sell the said lots within the Subdivision and desires to subject buyers of the lots to Covenants, Conditions, and Restrictions, hereinafter set forth for the benefit of the Subdivision and of the present and subsequent owners of lots therein;

WHEREAS such Covenants, Conditions, and Restrictions are intended to be part of a general program for the improvement of the Subdivision, which program contemplates that each lot in the Subdivision shall be used for residential purposes of high quality only, the program is for the benefit of the Subdivision and all of the lots therein. The program contemplates that the Covenants, Conditions, and Restrictions shall affect each lot in the Subdivision and shall pass with each conveyance of a lot or lots in the Subdivision;

NOW, THEREFORE, in consideration of the premises and for the use and purposes herein set forth, the above Declarant does hereby declare that all conveyances of Lots within the Subdivision, shall be made and accepted upon the following Covenants, Conditions, and Restrictions which shall apply to and bind the parties thereto, their heirs, successors and assigns, and are designed for the mutual benefit of the owners of the lots above described, such Covenants, Conditions, and Restrictions being as follows, to wit;

SECTION I  
ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

1.1 PURPOSE OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

The Subdivision is and shall be subject to the protective Covenants, Conditions, Restrictions, and Charges herein contained to provide a well planned and controlled residential area, to set quality standards for all improvements to be constructed on each lot in the Subdivision, to provide that each lot is to be used for residential purposes only, and for the preservation of value for the benefit of each and every property owner of a lot in the Subdivision.

1.2 DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

This Declaration of Covenants, Conditions, and Restrictions shall run with the land and shall bind the Declarant, his heirs, executors and administrators, and all future assigns of lots in the Subdivision, or any part or parts thereof, for and during the period from the date of recording of the Subdivision, to thirty (30) years from the date of recording.

1.3 AMENDMENTS TO COVENANTS, CONDITIONS, AND RESTRICTIONS.

This Declaration of Covenants, Conditions, and Restrictions, or any of them, may be changed, supplemented, or abolished in any and all particulars by the recordation in the office of the County Recorder of Douglas County, Nevada of a revocation of or an amendment to these Covenants, Conditions, and Restrictions or a Supplemental Declaration of Covenants, Conditions, and Restrictions, both of which shall be duly executed and acknowledged by the owners of record of not less than a majority of the lots in the Subdivision.

1.4 EXTENSION OF DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

Any or all of said Covenants, Conditions, and Restrictions may be extended for a further time through a supplemental Declaration of Covenants, Conditions, and Restrictions for the Subdivision duly executed by the owners of record of not less than a majority of the lots in the Subdivision, and recorded in Douglas County, Nevada.

1.5 INVALIDATION OF A COVENANT, A CONDITION, OR RESTRICTION.

Any invalidation of a specific Covenant, Conditions, or Restriction by the judgment or order or any court of competent jurisdiction shall not affect the validity of the remaining Covenants, Conditions, and Restrictions which shall continue and remain in full force and effect. Any Covenant, Condition, or Restriction so deemed invalidated shall be deemed separable from the remaining Covenants, Conditions, and Restrictions herein set forth.

1.6 INVALIDITY OF A COVENANT, CONDITION OR RESTRICTION.

Invalidity of any one or more of the Covenants, Conditions, and Restrictions herein contained shall in no way affect any other Covenant, Condition, and Restriction herein contained, but all such remaining Covenants, Conditions, and Restrictions shall continue in full force and effect.

1.7 DECLARANT EXEMPTED.

Notwithstanding anything to the contrary contained in any other provision hereof, the Declarant shall not be bound by these Covenants, Conditions, and Restrictions as to each of the lots in the Subdivision until the Declarant has conveyed title to the said lot to a third party.

SECTION II  
ARCHITECTURAL COMMITTEE

2.1 ARCHITECTURAL COMMITTEE PURPOSE.

In order to provide for the orderly development of the Subdivision and to aid in establishing a compatible architectural format, there is hereby created an Architectural Committee.

2.2 ARCHITECTURAL COMMITTEE MEMBERSHIP.

At all times, there shall be three members of the Architectural Committee.

2.3 ORIGINAL ARCHITECTURAL COMMITTEE.

The original Architectural Committee shall consist of Gil Beard, Raymond G. Smith, and Richard N. Scott, or their assigns.

2.4 ORIGINAL ARCHITECTURAL COMMITTEE ADDRESS.

The address of the Architectural Committee shall be Michael Rowe, 1638 Esmeralda, Minden, Nevada 89423.

2.5 ARCHITECTURAL COMMITTEE VACANCY.

In the event of resignation, incapacity, failure, or death of any member or members of the Architectural Committee, the remaining member or members shall fill any vacancy of vacancies. Any vacancy can be filled by the owner of a Lot within the Subdivision or by a non-owner of any such Lot.

2.6 ARCHITECTURAL COMMITTEE MEMBER COMPENSATION.

None of the members of the Architectural Committee shall be entitled to any compensation for services rendered under this Declaration of Covenants, Conditions, and Restrictions.

2.7 ARCHITECTURAL COMMITTEE RULES, REGULATIONS, AND PROCEDURES.

The Architectural Committee shall have the power to establish its own internal rules and regulations and procedural details.

2.8 CONFORMITY OF DESIGN.

The Architectural Committee shall exercise its best judgment to see that all improvements, construction methods and materials, landscaping, fencing, and alterations on each lot in the Subdivision are in conformance with the Committee's quality standards and are harmonious with the exterior design, materials, color, siting, height, topography, grade, landscaping, and fencing of existing structures located on other lots in the Subdivision.

## 2.9 COMMENCEMENT OF CONSTRUCTION.

No dwelling unit, garage, fence, wall, retaining wall, or any type of construction activity, including grading and/or removal of natural or other ground cover, shall be commenced or placed upon any lot until two complete sets of architectural plans and specifications thereof, which plans and specifications shall include a plot plan indicated and establishing the exact location of all structures, a foundation plan, a floor plan for each floor and, where applicable, a basement, front, side and rear elevations, sections, exterior color samples, and landscape and fence plans and details, shall have first been submitted to the Architectural Committee for approval, and said approval shall have been obtained in writing from the Architectural Committee.

## 2.10 PRELIMINARY PLANS.

The Architectural Committee recommends, but does not require, that preliminary drawings be presented before final plans and specifications are completed.

## 2.11 MAJOR REMODELING.

If any redecorating or alteration involving the exterior of any existing structure is proposed which involves remodeling, a structural change, or a change in existing exterior finish materials, it shall be necessary for the applicant to submit architectural plans and specifications, and exterior color samples showing such changes in order to receive written approval of the Architectural Committee prior to commencing said work.

## 2.12 MINOR REMODELING.

If any redecorating or alteration involving the exterior of any existing structure is proposed which does not involve remodeling, a structural change, or a change in existing exterior finish materials, it shall be necessary for the applicant to submit exterior color samples showing such changes in order to receive written approval of the Architectural Committee prior to commencing said work.

## 2.13 ARCHITECTURAL COMMITTEE APPROVAL.

The Architectural Committee shall examine and approve or stipulate to any changes or alterations in the architectural plans and specifications for any structure, dwelling unit, swimming pool, hedge, fence or wall proposed to be constructed on any lot. Any such changes or alterations in the architectural plans and specifications duly submitted to the Committee shall be made only in the best and continuing interest of maintaining a superior tone and quality of architecture through the Subdivision.



#### 2.14 ARCHITECTURAL COMMITTEE APPROVAL METHOD.

The Architectural Committee's approval will be evidenced by the endorsement of the Committee on both sets of plans and specifications. The Committee will retain one set of the plans and specifications, and one set will be returned to the applicant.

#### 2.15 ARCHITECTURAL COMMITTEE PROCEDURES.

The Architectural Committee's approval or disapproval as required in this Declaration of Covenants, Conditions, and Restrictions shall be in writing. In the event the Committee or its designated representative(s) fails (fail) to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Declaration of Covenants, Conditions, and Restrictions shall be deemed to have been fully complied with.

#### 2.16 WAIVER OF DAMAGES.

Any person, association, or other entity acquiring the title to any lot or lots in the Subdivision, or any person, association, or other entity submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members, or its consultants, advisors, employees, or agents.

#### 2.17 ARCHITECTURAL COMMITTEE LIABILITY.

No member of the Architectural Committee shall be liable for damages to any person, association, or other entity submitting any architectural plans for approval, or to any owner or proposed owner of a lot or lots within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove architectural plans and specifications.

#### 2.18 WAIVER OF RIGHT TO FILE AN ACTION AGAINST DOUGLAS COUNTY.

Each Subdivision lot owner, by purchase of a lot or lots in the Subdivision, agrees that no action will be brought against Douglas County arising out of Douglas County's not issuing or not having issued a building permit because of nonapproval of the Architectural Committee, or arising out of Douglas County's issuing or having issued a Building Permit without prior approval of the Architectural Committee.

#### 2.19 MINOR DEVIATIONS.

The Architectural Committee may approve minor deviations in the provisions hereof at the Committee's discretion.

## 2.20 ARCHITECTURAL COMMITTEE DISAPPROVAL.

Approval by the Architectural Committee of any given plan(s) and specifications, alteration(s), or change(s) may be withheld due to noncompliance with any of the specific requirements of this Declaration of Covenants, Conditions, and Restrictions, or due to the Committee's reasonable disapproval of the location of the building site upon any lot, of a structure's appearance, of the construction materials proposed therein or thereon, of the proposed lot grading, of the harmony of a proposed structure with the surrounding area and homes, or of the influence or impact any structure may have upon the view or outlook of adjacent and/or neighboring homes.

### SECTION III ARCHITECTURAL STANDARDS

#### 3.1 BUILDING LOCATIONS.

##### 3.1.1 Building Setback Lines required by County Ordinances.

No building shall be located on any lot in the Subdivision nearer to the front property line, nearer to any side property line, or nearer to any rear property line, than the minimum building setback lines set forth by Douglas County Ordinances in effect at the time construction is commenced. For the purposes of these Covenants, Conditions, and Restrictions, eaves, steps, and open porches shall not be considered as being a part of a building.

##### 3.1.2 Building Setback Lines.

No building shall be located on any lot in the Subdivision closer to the front property line or street than the front setback line as shown on the recorded Map, closer than thirty (30) feet to any side lot line, or closer than fifty (50) feet to any rear lot line.

#### 3.2 SINGLE FAMILY RESIDENTIAL USAGE ONLY.

##### 3.2.1 Single Family Use Only.

Each lot in the Subdivision may be used for one single family residence, and for conforming outbuildings and related facilities only, and for no other purpose. Conforming outbuildings shall include, but shall not necessarily be limited to, guest houses, caretakers' quarters, barns, workshops, well houses, and equipment storage facilities. No such outbuilding shall be used for rental purposes.

##### 3.2.2 Nuisances Prohibited.

No activity which constitutes or which could constitute an annoyance or a nuisance to the neighborhood will be permitted on any lot in the Subdivision or in any structure on any such lot.

**3.2.3 Conforming Outbuildings.**

The architectural style and finish materials of all outbuildings shall conform to the architectural style of and the finish materials used in the primary residence.

**3.2.4 Business Use Prohibited.**

No business or profession shall be carried on or conducted within any lot in the Subdivision or within any improvement on any lot in the Subdivision, with the exception of office usages permitted by Douglas County.

**3.2.5 Commercial Use Prohibited.**

No store or other place of commercial or professional business of any kind, nor any hospital, sanitarium, or other facility for the care or treatment of the sick or disabled, physically or mentally, nor any public theatre, bar, restaurant, or other public place of entertainment shall be permitted on any lot the Subdivision.

**3.2.6 Occupancy Prohibitions.**

No garage, shed, tent, trailer, barn, stable, or other building or structure on any lot in the Subdivision shall be used for permanent or temporary residential purposes at any time.

**3.2.7 Temporary Structures Prohibited.**

No temporary structure of any kind shall be created, constructed, permitted or maintained on any lot in the Subdivision prior to the commencement of the erection of a residence.

**3.2.8 Wrecked Automobiles or Appliances.**

Storage of wrecked or junked automobiles, appliances, or similar machinery, shall not be permitted on any lot in the Subdivision, except in a covered and enclosed structure.

**3.2.9 Construction Period EXCEPTIONS.**

Notwithstanding the provisions of any other Paragraph hereof, subsequent to Douglas County's issuance of a Building Permit for a residence on a lot within the Subdivision, the owner of said lot or a contractor selected by the owner of the said lot, may occupy temporary living quarters on the said lot during the construction period. Such temporary occupancy shall require conformance with all relevant Douglas County Ordinances, and shall be for a period not exceeding nine (9) months. The Architectural Committee shall be empowered to extend such temporary occupancy for one or more three (3) month periods, provided construction is proceeding with reasonable diligence or in response to a bonafide hardship.

### 3.3 RESIDENCE SIZE.

#### 3.3.1 Single Story Residences.

A residence having a floor area of less than one thousand eight hundred (1,800) square feet, exclusive of porches, patios, terraces, and a garage, shall not be permitted.

#### 3.3.2 Two Story Residences.

If a two story residence is approved, the ground floor square footage shall contain not less than one thousand eight hundred (1,800) square feet, inclusive of a garage, but exclusive of porches, patios, terraces.

### 3.4 AUTOMOBILE AND VEHICLE STORAGE.

#### 3.4.1 Covered and Enclosed Garages.

Every residence constructed on any lot in the Subdivision shall have on the same lot covered and enclosed automobile storage spaces (garages) for at least three automobiles. The garages shall not be located within the stipulated front, rear, or side yard setback areas.

#### 3.4.2 Truck, Trailer, and Boat Storage.

No trucks, trailers, boats, tractors, farm implements, or unlicensed motor vehicles of any kind shall be kept, stored, or parked in or upon any portion of any lot in the Subdivision except within an enclosed and covered structure approved by the Architectural Committee.

#### 3.4.3 Covered and Enclosed Storage.

No trailer, bus, recreation vehicle, or similar vehicle ("Vehicle"), of any kind shall be parked on any portion of any lot in the Subdivision except within an enclosed and covered structure approved by the Architectural Committee.

### 3.5 EASEMENTS.

#### 3.5.1 Existing Easements.

The Declarant has reserved, for the purpose of installing and maintaining public utility facilities, drainage facilities, and for such other purpose incident to the development of each lot in the Subdivision, certain easements, all of which are shown on the recorded Tract Map.



### 3.5.2 Reservation of Future Easement Rights.

The Declarant also reserves the right to create future easements and rights-of-way for public utility use, for drainage purpose, for television cables, or any one or more of the same across any lot in the Subdivision, provided, however, that said easements and rights-of-way shall be located along one or more of the property lines and shall extend not more than ten (10) feet therefrom, and further provided that the exercise of the rights thereunder do not materially interfere with the lot owners' use of the buildings and improvements located on the lot.

### 3.5.3 Structures Prohibited in Easement Areas.

Within any easement on any lot in the Subdivision, no structure or other improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

### 3.5.4 Easement Maintenance.

The easement area of each lot in the Subdivision and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.

### 3.5.5 Roadway Swale Maintenance.

Roadway Swales in the rights of way shall be maintained continuously by the Owner of the lot, and shall be kept free of debris, trash, and weeds.

## 3.6 UTILITIES.

### 3.6.1 Underground Utilities.

All utility connections and service lines installed to each individual lot in the Subdivision, and to each other structure to be built on any such lot, shall be installed underground, including electric service, community antenna cable, and telephone cable, in accordance with accepted construction and utility standards.

### 3.6.2 Water.

Each owner of a lot in the Subdivision shall be responsible for the operation and maintenance of domestic water supply and storage facilities which shall be located on the said lot.

### 3.6.3 Sewer.

Each owner of a lot in the Subdivision shall be responsible for the operation and maintenance of septic tank and leach field facilities which shall be located on the said lot.

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### 3.7 LANDSCAPING AND GROUNDS.

#### 3.7.1 Native Brush.

All brush or other combustible materials within thirty five (35) feet of the perimeter of each structure shall be cleared and the area shall be suitably landscaped. If native brush is removed from any other location located between the residence and the road, appropriate replacement ground cover shall be installed immediately.

#### 3.7.2 Trees Encouraged.

To the maximum extent consistent with sound landscape architecture, the planting of trees in locations not obstructing views from adjacent lots shall be encouraged.

### 3.8 FENCES.

#### 3.8.1 Front Yard Fence Height Limitations.

No front yard fence within thirty (30) feet of a road shall exceed four (4) feet in height.

#### 3.8.2 Side and Rear Yard Fence Height Limitations.

No side yard or rear yard property line fence shall exceed six (6) feet in height.

#### 3.8.3 Opaque Fences Prohibited.

No opaque fence or wall shall be erected, placed, or altered on any lot in the Subdivision, except where such wall or fence constitutes an integral part of the residence or encloses a swimming pool or similar recreational facility, or constitutes a trash enclosure, unless approved by the Architectural Committee.

#### 3.8.4 Barbed Wire Fences Prohibited.

Barbed wire or concertina wire fences will not be permitted on any lot in the Subdivision.

### 3.9 DRIVEWAY ENCROACHMENTS.

All private driveway encroachments connecting to the public streets or roads shall, where necessary, include culverts of a suitable size or other approved means of accommodating run-off and drainage. Any such culvert or other approved means shall be subject to the approval of the Architectural Committee and Douglas County's Department of Public Works.

### 3.10 SANITATION STANDARDS.

No garbage, refuse, or obnoxious or offensive material shall be permitted to accumulate on any lot in the Subdivision, and the owner of each lot in the Subdivision shall cause all such material to be disposed of in accordance with accepted sanitary practice. All garbage or trash containers, and other such facilities shall be underground or shall be placed in enclosed areas so that they shall not be visible from adjoining lots or from roads.

### 3.11 MAINTENANCE OF STRUCTURES.

All structures erected on any lot in the Subdivision shall be constructed in a workmanshiplike manner and shall be maintained in good condition.

### 3.12 RELOCATION OF BUILDINGS.

No building shall be relocated from any other location onto any lot in the Subdivision, unless approved by the Architectural Committee.

### 3.13 RESTRICTION OF VIEW.

In no event shall either the location of any structure or its height affect adjoining properties so as to unreasonably diminish or restrict views.

### 3.14 DILIGENT PROSECUTION OF CONSTRUCTION.

When the construction of any structure is commenced upon any lot in the Subdivision, the owner or the contractor thereof shall prosecute, with reasonable diligence, the completion thereof and shall complete the construction within nine (9) months from the date of commencement of construction. The Architectural Committee shall be empowered to extend such construction period for due cause.

### 3.15 ANTENNAS.

Installation of any television disk or any television or radio antenna exceeding five (5) feet in height above any roof line must first be approved by the Architectural Committee.

### 3.16 MAINTENANCE OF PROPERTY.

Each owner of a lot in the Subdivision shall maintain the lot and all structures and improvements thereon on the lot in a neat, orderly, sightly, and well groomed manner.

### 3.17 SIGNS.

#### 3.17.1 Sizes Permitted.

No billboards or signs of any character shall be permitted on any lot in the Subdivision except one sign of not more than five (5) square feet advertising the property for sale or rent, or a double faced sign, with not more than ten (10) square feet per face, used by a builder to advertise the sale of the lot and house during the construction period and thereafter.

#### 3.17.2 Professional Lettering.

All signs must be professionally or commercially lettered.

### 3.18 STABLES AND CORRALS.

Prior to keeping a horse on any lot in the Subdivision, the property owner shall construct a stable and corral. The stable and corral shall conform to the Architectural Committee requirements.

### 3.19 BARRIERS.

Nothing which constitutes a barrier to safe driving, by impacting sight distances, particularly at street intersections, may be erected or allowed to grow on or adjacent to any lot in the Subdivision.

## SECTION IV ANIMALS

### 4.1 HORSES.

Not more than three (3) horses per lot shall be permitted. Horses, barns, and corrals shall not be permitted in the front one hundred (100) feet of any lot in the Subdivision. Horses, barns, and corrals shall not be permitted within fifty (50) feet of any side or rear lot line, unless approved by the Architectural Committee.

### 4.2 OTHER ANIMALS.

A limited number of poultry, swine, sheep, goats, or other farm animals shall be permitted on any lot in the Subdivision in conjunction with a 4-H Club or similar project, or for the owner's food. All such animals or poultry shall be kept in fenced enclosures and pens. No such pens or enclosures shall be located within one hundred fifty (150) feet of any road or within seventy five (75) feet of any side or rear property line. Proper measures to control noise, odors, insects, vermin, etc., shall be taken by each property owner keeping such poultry or animal(s). The Architectural Committee shall control the implementation of such controlling measures. Pens and other structures shall conform to the architectural standards hereof.

#### 4.3 HOUSEHOLD PETS.

Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance to other property owners. There shall be no more than four (4) dogs and/or cats kept on any one lot in the Subdivision, and the number of dogs shall not exceed three (3). Reasonable exceptions to this provision will be allowed following births of litters pending disposition of purpies and kittens.

#### 4.4 CONTROL OF HOUSEHOLD PETS.

All pets shall be controlled and restrained so as not to run at large or become a nuisance or annoyance to the owners of nearby residences.

### SECTION V SUBSURFACE MINERAL RIGHTS

#### 5.1 PROHIBITED ACTIVITIES AND EQUIPMENT.

##### 5.1.1 Petroleum and Mining Activities.

No oil drilling, oil development operations, oil refining, quarrying, and mining operations of any kind, and no oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted on any lot in the Subdivision.

##### 5.1.2 Derricks.

No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot in the Subdivision.

##### 5.1.3 Mineral Exploration and Quarrying.

Exploration for any minerals, drilling for any minerals, mining of any minerals, or quarrying of any rock, minerals, soil or material of any nature, shall not be permitted on any lot in the Subdivision.

#### 5.2 SUBSURFACE RIGHTS.

There shall be no deed, conveyance, agreement or other document recorded, the terms of which separate surface and subsurface rights into different ownerships.

#### 5.3 EXCAVATIONS.

##### 5.3.1 Excavations Prohibited.

No excavation shall be permitted on any lot in the Subdivision, except in connection with grading and preparing of building sites, driveways, utility services, and related activities, and in connection with the construction of buildings, structures, and facilities which have been approved by the Architectural Committee.

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**SECTION VI  
ENFORCEABILITY**

**6.1 ENFORCEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

The Covenants, Conditions, and Restrictions herein contained shall bind and inure to the benefit of, and be enforceable by, the Declarant, his heirs, executors, administrators, and all future assigns, and by the future owner or owners of any lot or lots in the Subdivision.

**6.2 VIOLATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

The Architectural Committee, or any owner or owners of any lot or lots in the Subdivision may institute and prosecute any proceeding at law or in equity against any person, firm or other entity, violating or threatening to violate, any of the Covenants, Conditions, and Restrictions herein contained. Any such action may be maintained for the purpose of stopping and/or preventing a violation, to recover damages for a violation, or for both such purposes.

**6.3 FAILURE TO ENFORCE.**

The failure of Declarant, his successor or assigns, or of any owner of any lot in the Subdivision to enforce any of the Covenants, Conditions, and Restrictions herein contained shall not be deemed a waiver of a right to enforce them thereafter.

**6.4 APPLICATION OF REMEDY.**

Nothing herein shall be construed as preventing the application of any remedy given by law against a nuisance, public or private, the application of which shall be in addition to any other remedy or remedies now or hereafter provided by law.

**SECTION VII  
BREACHES AND REMEDIES**

**7.1 MORTGAGEE RIGHTS.**

A breach of any of the foregoing Covenants, Conditions, and Restrictions, or the re-entry by reason of any such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises, or any part thereof, but these Covenants, Conditions, and Restrictions shall be binding upon the owner whose title to a lot in the Subdivision is acquired under foreclosure, trustee's sale, or otherwise, and shall be binding upon the party so acquiring title.

**7.2 REMEDIES.**

**7.2.1 Legal Actions Permitted.**

If any owner of a lot in the Subdivision shall fail to comply with any of the provisions of the Declaration of Covenants, Conditions, or Restrictions, the Architectural Committee or any other lot owner(s) shall have full power and authority to enforce compliance with this Declaration in any manner provided for herein by law or in equity, including, without limitation, bringing (a) an action for damages, (b) an action to enjoin any violation or specifically enforce the provision of this declaration, and (c) an action to enforce any lien provided for herein or provided for by law.

**7.2.2 Attorney's Fees and Costs.**

In the event the Architectural Committee or any lot owner shall employ an attorney to enforce any provision(s) of this Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**7.2.3 Remedies Cumulative.**

All enforcement powers of the Architectural Committee or a lot owner shall be cumulative.

**7.2.4 Consent to Remedies.**

Each person who enters into a purchase agreement for a lot in the Subdivision, or who accepts the conveyance of title to a lot in the Subdivision, shall be deemed to have agreed that the Architectural Committee or any owner of a lot in the Subdivision shall have all of the rights, powers, and remedies as set forth in this Declaration.

**7.2.5 Litigation for Breach of Covenants, Conditions, and Restrictions.**

It shall be lawful, not only for the Declarant, his heirs, successors, and assigns, but also for the owner or owners of any lot or lots in the Subdivision, who have derived or who shall hereafter derive title from or through the Declarant, to institute and prosecute legal proceedings against any person or persons violating or threatening to violate these Covenants, Conditions, and Restrictions.

**7.2.6 Proper Notice before Instituting Legal Procedure.**

Prior to instituting legal action, the instituting party must give not less than sixty (60) days written notice by registered mail to the violating party, and the said notice shall specify in what respects these Covenants, Conditions, and Restrictions have been violated. In the event the violating party corrects and cures any such violation within sixty (60) days from the mailing of such notice, then such violation shall be treated as though it had not happened.

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7.2.7 Failure to Institute Action.

Failure, however, on the part of the Declarant, his heirs, successors, and assigns, or other lot owners to claim his or their right(s) hereunder, or to institute a legal action, shall not be deemed as an amendment or alteration of these Covenants, Conditions, and Restrictions, or a ratification of past breaches, violations, or misconduct, or condonation of any future similar breaches or violations of these Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions, and Restrictions the day and year first above written.

*[Signature]*  
CLAYTON SANCHEZ  
*[Signature]*  
W. BRUCE SANCHEZ

VALLEY VIEW VENTURES II  
Declarant

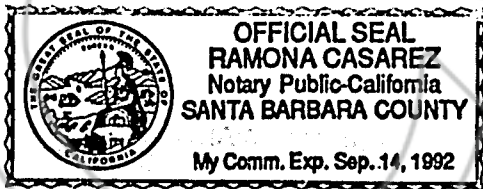
*[Signature]*  
MARK C. SANCHEZ

*[Signature]*  
RAYMOND I. ORTEGA

STATE OF NEVADA  
CALIFORNIA :SS.  
COUNTY OF Santa Barbara )

On this 3rd day of April, 1991, before me, the undersigned, a Notary Public, personally appeared, Clayton Sanchez, W. Bruce Sanchez, Mark C. Sanchez & Raymond I. Ortega, known to me to be the person who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.



*[Signature]*  
NOTARY PUBLIC

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COPY

REQUESTED BY  
FIRST NEVADA TITLE CO.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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