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M. 54170 TOC  
P.O. Box 1433  
Minden, NV  
89423

THESE CC&R'S ARE BEING RERECORDED TO REFLECT THE DESCRIPTION OF THE PROPERTY THEY COVER:  
PARCELS 1-A, 1-B, 1-C and 1-D of parcel map for H. Dwight and Norma Briggs recorded June 12, 1992, Book 692, Page, 2195, Document No. 280844 and PARCELS 1-D-1, 1-D-2, 1-D-3 and 1-D-4 of parcel map for H. Dwight and Norma Briggs recorded 9/3/92, Book 992, page 643, document Sierra Shadows Estates No. 287564, Official Records

C. C. & R.'s

Owners: H. Dwight and Norma Briggs

The following covenants, conditions and restrictions are imposed on all parcels of Sierra Shadows Estates situated in the Southwest 1/4 of Section 3, Township 12 North, Range 19 East, M. D. B. & M., Douglas County, Nevada.

The conditions, covenants and restrictions herein contained, shall bind and inure to the benefit of, and be enforceable by Declarants, their heirs, executors and administrators and all future assigns, or by the owner or owners of any lot or lots may institute and prosecute any proceeding at law or in equity against any person, firm or corporation, violating or threatening to violate, and of the conditions, restrictions or covenants herein contained, for a period of twenty years from date of recording. Any such action may be maintained for the purpose of preventing a violation or to recover damages of a violation or for both such purposes. The failure of Declarants their successors, or assigns, or of any owner of any of said lots to enforce any of the conditions, restrictions or covenants herein contained shall not be deemed a waiver of right to enforce them thereafter. Nothing herein shall be construed as preventing the application of any remedy given by law against a nuisance, public or private. The remedy of which shall be in addition to any other remedy or remedies now or hereafter provided by law. In the event any Federal, State or County laws, codes, or ordinances are more restrictive than these covenants, conditions and restrictions, then such law, code or ordinance shall control.

An Architectural Control Committee is hereby established and composed of H. Dwight and Norma Briggs. Upon the sale of 40% of the parcels, or more, the members of the Committee may then be changed to be composed entirely of individual parcel owners, by election or selection of the parcel owners. A complete set of plans showing construction, materials, and location of the building on the parcel shall be submitted and approved by the A.C.C. prior to any construction commencing.

1. All standard set-backs from property lines shall be adhered to as per Douglas County Building codes.
2. No residence shall be used for any purpose other than single-family, residential use.
3. No dwelling having a ground floor area of less than 1,700 square feet, exclusive of decks, porches, patios, terraces or garages, shall be erected or maintained on any parcel. A guest house may be erected subject to County restrictions and approval of the A.C.C..

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4. No building shall be allowed to block the view of the valley floor, of another building. Two-story buildings will be given special considerations by the A.C.C..
5. No reflective roofs or metal exteriors shall be allowed. Natural wood, wood-look products which blend with the terrain, or masonry will be encouraged. Fire retardant roof materials only shall be used.
6. The color of the exterior of dwelling shall be approved by the A.C.C. Harmony with the surrounding neighborhood and homes will be highly considered. Earth and natural colors will be encouraged.
7. When the construction of any structure is commenced upon any of said lots, the owner thereof shall proceed with all reasonable diligence, the completion thereof and shall complete the construction thereof within nine (9) months from the date of commencement.
8. Domestic animals only may be raised on the property. animals must be pets and not used for breeding or commercial ventures. Douglas County codes to be adhered to with regard to the number of domestic animals. No livestock of any kind shall be allowed. Any and all animals must be controlled, kept on the property by means of pens or fencing and cannot cause a nuisance or annoyance to the neighborhood by means of intrusion, noise or pest control. Pens and yards must be kept clean of animal debris at all times.
9. No structure of temporary character, such as travel trailers, campers, tents, shacks, garages, barns or their outbuildings shall be used on any lot at any time on a permanent basis.
10. Motor homes or mobile homes are not allowed for permanent living purposes, but guests may stay in R.V.'s or motor homes on premises for no more 72 hours at a time. All R.V.'s must be kept in storage or out of view from the road. A.C.C. will aid owners on proper type of coverage or fencing for motor homes and R.V.'s.
11. All sewage disposal systems on any parcel shall be installed, constructed, and maintained in strict conformity to all laws and regulations governing same.
12. No billboard or advertising sign shall be erected or maintained on any parcel except "For Sale" signs and signs advertising the builder or contractor engaged in construction of a building. Such signs shall be a maximum of 4 square feet in area.
13. No garbage, refuse, obnoxious or offensive material shall be permitted to accumulate on any of said parcels, and the owner thereof shall cause all such material to be disposed of by and in accordance with accepted sanitary practice. All garbage or trash containers, oil or gas tanks, and other such facilities must be underground or placed in walled in areas so that they shall not be visible from the adjoining properties or from the street. It is incumbent upon all property owners to maintain their lots and yards in neat, orderly,

sightly and well groomed manner.

14. Each owner of every parcel herein above described shall be responsible for their own domestic water supply. Each individual well is to be wired separately from the house.

15. No utility "night lights" shall be installed, other than decorative driveway lights not exceeding 4 feet in height. Entry way lights are not to exceed 6 feet in height.

16. No business or profession shall be carried on or conducted upon any portion of the said premises.

17. No work or exploration for any minerals, or drilling for any minerals, or quarrying of any rock, minerals, soil or material of any nature shall be conducted on any lots nor shall any excavation of any nature be made upon said property or any portion thereof, except as may be incident to the grading and preparation of building sites, and the construction of dwellings and appurtenant structures.

18. Any disturbance, removal, elimination or defoliation of the natural growth on any parcel will require the owner of said parcel to employ full and complete dust and/or erosion control. For any period of time of construction and/or landscaping such dust and/or erosion control is in effect. Each parcel owner will ensure that dust, debris, and any other airborne contaminants will not encroach upon or onto adjacent parcels or the neighboring communities.

All parcel owners will indemnify and hold harmless H. Dwight and Norma Briggs and Douglas County, it's Board, officials, agents and employees, from any and all responsibilities, litigation, mitigation, and liabilities relevant to dust and erosion control.

19. Sierra Shadows Lane was improved and completed to the criteria and requirements of Douglas County. The maintenance, upkeep, clearing, repair, or any other desire, cost, and/or requirements associated with Sierra Shadow Lane shall be the sole responsibility of each parcel owner on an equal share ratio.

20. All vehicle access to all parcels will be via Sierra Shadows Lane. There will be no other vehicle access to any parcel from Kingsbury Grade or Foothill Road.

21. Parcel 1-A will not be allowed to develop, alter, or encroach upon or onto the storm drainage easement area. It is permissible to landscape and/or beautify the storm drainage easement area after approval is received from the A.C.C.. Such approval is subject to the prior submittal of detailed plans for the proposed landscaping and/or beautification plans to the A.C.C..

## ARCHITECTURAL CONSIDERATIONS:

1. The Architectural Control Committee shall examine and approve or stipulate reasonable changes or alterations in plans for any structure, dwelling unit, outbuilding, pool, hedge, fence or wall to be constructed on any lot. Said changes or alterations in plans duly submitted to the Committee shall be made only in the best and continuing interest of maintaining a superior tone and quality of architecture throughout the property. In the event of resignation, incapacity, failure or death of any member or members of the A. C.C., the remaining member or members shall fill any vacancy or vacancies. Further, the A.C.C. shall have the power to establish its own internal rules and regulations and procedural details.
2. No dwelling unit, garage, fence, wall, retaining wall, or any type of construction activity, including grading and/or removal of natural cover, shall be commenced or placed upon any lot until one complete set of plans and specifications thereof, including front, side and rear elevations, along with floor plans for each floor and basement, exterior color scheme thereof and plot plan indicating and establishing the exact location of all structures, including landscape details, shall have first been submitted in writing to the committee for approval, and said approval obtained in writing from the A.C.C.. It is recommended that preliminary drawings be presented before final plans and specifications are completed. Said approval will be effected by the endorsement of the Committee on the set of plans.
3. If any redecorating or alterations of the exterior of any existing structure be proposed without remodeling or adding to or effecting structural changes in any existing structure, it shall be necessary only to file an exterior color scheme of such changes and to receive written approval of the Committee prior to commencing said work. When exterior redecoration, alteration, addition, or remodeling effect structural changes, the provisions of paragraph 2 must be met and the submissions subject to the provisions of paragraph 4.
4. Approval by the Committee of any given plan, plans, alterations or changes may be withheld due to noncompliance with any of the specific requirements of this Declaration of Restrictions, or due to reasonable disapproval of the Committee as to the location of the building site upon any lot, appearance, construction materials to be used therein or thereon, the lot grading plan, the harmony of a proposed structure with the surrounding area and homes, and the influence or effect any structure may have upon the view, outlook or adjacent and/or neighboring homes. The Committee will respond within 30 days from the date of submission.
5. No outdoor clothes lines will be permitted unless completely out of road view.
6. Containers for refuse, trash and garbage are to be fully enclosed so as not to be visible from any adjoining lot, residence, or front or side street and must be enclosed and maintained and disposed of in accordance with accepted sanitary practices.

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7. All utility connections and service lines installed to each individual lot, dwelling unit or outbuilding will be installed underground, including electric service, water service, gas service, community television cable and telephone cable in accordance with accepted construction and utility standards.
8. Within one year of completion of the main dwelling unit each lot or parcel shall be landscaped from the curb line to the front building line in a manner suitable to the character and quality of the development and as set forth on the approved building plan, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.
9. There shall be no ham radio or C.B. operations at any time.
10. No firearms may be discharged in the area.
11. Every single-family dwelling unit constructed within the subject property shall have on the same lot, covered automobile storage space for at least two automobiles, and not located within the stipulated front, rear or side yard setback areas of the principal structures.
12. During construction period all lot owners are responsible for the supervision of their contractor and his crews so that a minimum of natural vegetation is disturbed.

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

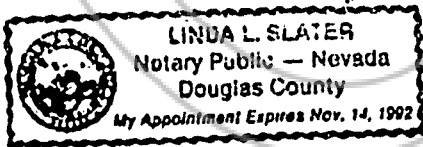
H. Dwight Briggs  
H. DWIGHT BRIGGS  
Norma Briggs  
NORMA BRIGGS

State of Nevada

County of Douglas

On this 2nd day of September 1992 personally appeared before me, a Notary Public, H. Dwight and Norma Briggs, owners of Sierra Shadows Estates, known to me to be the person described in and who acknowledged that they executed the foregoing declaration of covenants, conditions and restrictions.

Linda L. Slater  
NOTARY PUBLIC



REQUESTED BY  
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'93 MAR 23 P3:26

REQUESTED BY

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'92 SEP -2 P1:24

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SUZANNE BEAUDREAU  
RECORDER

SUZANNE BEAUDREAU  
RECORDER

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\$ 9.00 PAID SP DEPUTY

\$ 9.00 PAID SK DEPUTY

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