

COVENANTS, CONDITIONS AND RESTRICTIONS

OF VALLEY VISTA ESTATES

RECITALS

This DECLARATION, made effective this 2<sup>ND</sup> day of May, 1994, by John C. Serpa, is made with reference to the following facts:

A. Declarant is the owner of a certain parcel of real property located in Indian Hills, Douglas County, Nevada, described by Exhibit "A", attached hereto and incorporated herein by this reference.

All of the property described above and all of the improvements thereon shall be referred to as the "Project."

B. The Project possesses charm and natural beauty which Declarant intends to preserve through the use of a coordinated plan of development and the terms of this Declaration. It is assumed that each purchaser of property in the Project will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter, but also the spirit of this declaration. The Declaration is designed to compliment local governmental regulations, and where conflicts occur, the more restrictive requirement shall prevail.

C. By this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, and enjoyment, repair, maintenance, restoration and improvement of the Project and the interests therein conveyed.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to this Declaration, hereby specifying that such Declaration shall operate for the mutual benefit of all owners of the Project and shall constitute covenants to run with the land and shall be binding on and for the benefit of Declarant, its successors and assigns and shall further be imposed upon all of the Project and all of the lots therein as a servitude and in favor of each and every other owner thereof as the dominant tenement.

## ARTICLE I

### DEFINITIONS

The following terms used in this DECLARATION (including the RECITALS) are defined as follows:

Section 1. "Architectural Committee" shall mean and refer to the committee or committees provided for in Article III hereof, entitled "Architectural Control".

Section 2. "County" shall mean and refer to Douglas County, of Nevada.

Section 3. "Declarant" shall mean and refer to John C. Serpa.

Section 4. "Exhibit" shall mean and refer to those documents so designated herein and attached hereto and each of such exhibits is by this reference incorporated in this Declaration.

Section 5. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a residence, including Declarant, or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation. If a residence is leased by Declarant for a term in excess of twenty (20) years and the lease or memorandum thereof is recorded, the lessee or transferee of the leasehold interest and not the Declarant shall be deemed to be the owner. If fee title to a residence is owned other than by Declarant, the owner of the fee title and not the lessee of such residence shall be deemed the owner regardless of the term of the lease.

Section 6. "Property" shall mean and refer to all the real property described on Exhibit "A" hereto.

Section 7. "Residence" shall mean and refer to each single lot shown on the map of the Property and shall also include the residential dwelling together with garages, strictures and any other improvements on the same lot.

## ARTICLE II

### USE AND BUILDING RESTRICTIONS

Section 1. Commercial Use. No part of a residence shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes.

Section 2. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property except such signs as may be used by the Declarant or his sales agents in connection with the development and sale of the Property; provided, however, that an owner may display in his residence, one (1) sign advertising its sale or lease by him so long as such sign shall comply with any customary and reasonable standards promulgated pursuant to the Article III, "Architectural Control" of this DECLARATION as to the size, color, shape, or other qualifications for permitted signs.

Section 3. Nuisance. No noxious or offensive trade or activity shall be carried on upon any residence, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective residence, or which shall in any way increase the rate or insurance of the Declarant or other owners.

Section 4. Temporary Structures. Except upon the prior written approval by the architectural committee, no structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall hereafter be used on any residence at any time, either temporarily or permanently.

Section 5. Vehicles and Equipment.

(a) Except as provided in this section, no recreational or commercial vehicle and/or equipment shall hereafter be permitted to remain upon the Property, including, without limitation, streets, alleys or driveways, unless within an enclosed structure approved by the architectural committee in accordance with Article III, "Architectural Control." of this DECLARATION, which structures shall be placed or maintained in the rear or on the side of or attached to a residence.

(b) Recreational and commercial vehicles and equipment are permitted to be parked in the front of a residence only in the following circumstances: (i) up to 48 consecutive hours if prior written approval of the architectural committee has first been obtained; (ii) recreational vehicles and equipment owned by guests temporarily visiting an owner may be parked in front of such owner's residence for a period not to exceed one (1) week if prior written approval of the architectural committee has been obtained.

(c) No personal automobile shall be permitted to remain upon the Property, including, without limitation, streets, alleys or driveways, either stored, unattended, on blocks, or unrepaired, unless within an enclosed structure approved by the architectural committee in accordance with Article III, "Architectural Control" of this DECLARATION, which structures shall be placed or maintained in the rear or on the side of or attached to a residence.

(d) No personal automobile, recreational vehicle or equipment, commercial vehicle or equipment, or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced, or repainted on a residence unless: 1) such activity is performed within a completely enclosed garage or structure, 2) such activity has received the prior written approval by the architectural committee, and 3) such activity is screened from the sight and sound from streets and neighboring residences. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

(e) As used in this section, "recreational vehicle or equipment" shall include trailers, boats, campers, trailer coaches, buses, house cars, motor homes, off-road vehicles, or any other similar type of equipment or vehicle.

(f) As used in this section, "commercial vehicle or equipment" shall include but not be limited to trucks of 1/2 ton capacity, construction equipment, and any vehicle with a sign prominently displayed on any part thereof advertising any kind of business or on which racks, materials and/or tools are visible. The type of motor vehicle license plate shall not be material to the foregoing definition.

(g) Temporary parking shall mean parking of vehicles belonging to guests of owners and commercial vehicles and equipment being used in the furnishing of services to the owners and parking of vehicles and equipment belonging to or being used by owners for loading and unloading purposes.

Section 6. Animals. No animals, livestock, or poultry of any kind, shall be raised, bred or kept upon any residence, except that dogs, cats or other household pets may be kept on the residences, provided they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animal or fowl may be kept on the residences in unlawful numbers and/or which result in an annoyance and/or are obnoxious to residents in the vicinity. All animals permitted to be kept by this section shall be kept on a leash when on any portion of the Property except within a residence.

Section 7. Oil and Mineral Rights. Except as otherwise reserved by Declarant, no oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Property nor, subsequent to the recording of this DECLARATION, shall oil wells, tanks, (except household), tunnels, or mineral excavation or shafts be installed upon the surface of the Property or within 500 feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon the Property.

Section 8. Unsightly Items. All rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the residences and shall not be allowed to accumulate thereon. The residence shall promptly be cleaned of all waste, debris, used building materials, garbage and other waste materials during the course of construction and following construction. No outdoor clotheslines are permitted on the residences. All refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon and residence unless obscured from view or adjoining residences and streets by a solid wall or fence or appropriate screen. Any fence or screen required by this section shall comply with any standards or policies promulgated pursuant to Article III, "Architectural Control," of this DECLARATION as to size, color, to other qualification for permitted fences or screens.

Section 9. Antennae and Other Roof Structures. Other than structures which comply with standards or policies promulgated pursuant to Article III, "Architectural Control," of this DECLARATION as to size, color, or other qualification for permitted antennae and other roof structures, no television, radio, or other electronic tower, aerials, antennae, disks or device of any type for the reception or transmission of radio or television broadcasts or other means of communication, or air conditioning or cooling units shall hereafter be erected, constructed, placed, or permitted to remain on any residence unless and until the same shall have been approved in writing by the architectural committee, or unless the same be contained within a building or underground conduits.

Section 10. Trash and Refuse Receptacles. Receptacles for ashes, trash, rubbish, garbage, or other refuse shall be installed underground, unless placed or maintained in the rear or on the side of a residence within a enclosed area and so housed as to be protected from animals and the elements, except at such time designated for the collection of such refuse.

Section 11. Burning. No burning, either in incinerators, or in open conditions shall be permitted on the Property at any time. All structures with fireplaces, including outside barbecues or fireplaces, must be equipped with directional spark arresters or other similar devices approved by the Carson City Fire Department or other appropriate entity.

Section 12. Firearms. No firearms, firecrackers or other items of explosive or incendiary nature may be discharged on the Property.

Section 13. Drainage. All drainage of water shall be mitigated so that such drainage shall not be allowed to drain or flow upon, across, or under any other portion of the Property unless an easement for such purpose has been designated upon the recorded map

for the Property or is otherwise granted. The architectural committee shall not approve any plans for the grading or regrading of a residence which alters the drainage pattern of a residence of the Property except into a recorded drainage easement or a new easement which is granted therefor. All private driveway encroachments connecting with the public streets or roads shall be provided, where necessary, with culverts of a suitable size or other approved means of accommodating run-off and drainage as approved by the Douglas County Engineering and Street Departments or other appropriate entity.

Section 14. Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window cover shall be made of nor shall any window be covered with aluminum foil, or similar material.

Section 15. Resubdivision of Lots. No lot shall be further subdivided.

Section 16. Storage of Fuel. Every tank for the storage of fuel, including liquefied gas, shall be buried below the surface of the ground or completely obscured from view.

Section 17. Lighting. No Nite-guard or other all-night lights that may be objectionable to adjoining residences shall be erected.

Section 18. Solar and Alternate Energy Systems. No solar, wind or alternate energy systems shall be installed within the Property that requires the use of metal roofs or collecting apparatus which may be aesthetically annoying or displeasing to neighboring residences. Any system intended for use within the Property shall be detailed in specific drawings and shall be submitted to the architectural committee for prior written approval in accordance with Article III, "Architectural Control," of this DECLARATION.

Section 19. Accessory Structures. No accessory structures shall be constructed, installed, or placed on any residence prior to the construction of a residence but only in conjunction with the construction of a residence. Unattached accessory outbuildings may be constructed only as may be approved by the architectural committee in accordance with Article III "Architectural Control" of this DECLARATION.

Section 20. External Decor. No structure shall be painted or otherwise decorated in any color or in any manner which is not in keeping with the natural surroundings or is otherwise objectionable or detrimental to surrounding residences.

Section 21. Fencing. No fence shall be installed or constructed on a residence except in compliance with plans and specifications therefor which have been submitted to and approved in writing by the architectural committee as to harmony of external design and

location in relation to surrounding structures and topography in accordance with Article III, "Architectural Control," of this DECLARATION. No chain link or woven wire fence of any type shall be permitted on a residence. No fences, walls, hedges, or other sight barrier shall be erected or allowed to grow higher than six (6) feet and none shall extend in front of the thirty (30) foot front set-back line. Nothing which constitutes a barrier to safe driving sight distances, particularly at street intersections may be erected or allowed to grow.

Section 22. Used or Old Structures. No used, old, existing, or previously constructed buildings or structures shall be installed or placed on any residence.

Section 23. Single-Family Residential. All residences shall only be used for the residential purposes of a single family.

Section 24. Minimum Residence Floor Area. A residence shall have not less than nine hundred (900) square feet of enclosed floor area, exclusive of porches, patios, garages, basements, or other accessory structures.

Section 25. Excavation and Height Limitations. No excavation of any residence shall be allowed other than excavation for the propose of construction of a residence and accessory structures in compliance with plans and specifications therefor which have been submitted to and approved in writing by the architectural committee as to harmony of external design and location in relation to surrounding structures and topography in accordance with Article III, "Architectural Control," of this DECLARATION. All structures must be built at the natural site level or grade, except where a necessary cut is required to establish a reasonably level building site. No fill shall be used in such case in excess of the amount of earth removed from the cut without prior written architectural committee approval. No built up fill pad shall be used other than the above. In no event shall either the location of the residence or its height affect adjoining residences so as to materially or unreasonably diminish or restrict their potential views. Two story homes, or single story homes with greater than 6 in 12 roof pitch will require special consideration by the architectural committee.

Section 26. Roofs. No flat roofs will be allowed.

Section 27. Landscaping. Each residence shall be landscaped by the Owner within one (1) year of completion of construction of the residence. Following completion, such landscaping shall be maintained by the owner in an attractive condition in accordance with any architectural standards promulgated pursuant to Article III, "Architectural Control," of this DECLARATION.

Section 28. Building Location; Set-Backs. No construction will be allowed outside of any required building set-back lines except in unusual situations and then only with the prior written approval of the architectural committee. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the architectural committee and as to location with respect to topography and finish grade elevation.

Section 29. Guest Houses. No guest houses or separate living quarters not an integral part of the main living unit will be permitted without prior written approval therefor by the architectural committee and appropriate governmental entity.

Section 30. Certificate of Occupancy. After commencement of improvement construction within a residence, completion must be effected within twelve (12) months as evidenced by a Certificate of Occupancy. No residence shall be occupied until a Certificate of Occupancy has been issued by the duly authorized government authorities.

### ARTICLE III

#### ARCHITECTURAL CONTROL

Section 1. Appointment of Architectural Committee. The architectural committee shall consist of not less than three (3) nor more than five (5) persons. The Declarant shall initially appoint the architectural committee, and in accordance with the exercise of that power, there are herewith appointed as the first architectural committee the following persons:

- a. Mike Neuffer  
990 Caughun Crossing  
Reno, NV 89509  
(702) 747-8300
- b. John Serpa, Jr.  
P. O. Box 1724  
Carson City, NV 89702  
(702) 882-7754
- c. Mark Rotter  
P. O. Box 3750  
Carson City, NV 89702  
(702) 882-5630

The office of architectural committee shall be 990 Caughun Crossing, Reno, Nevada 89509 unless otherwise changed by the architectural committee, of which due notice will be given.



The Declarant shall retain the right to appoint, augment or replace all members of the architectural committee until the earlier of (a) ten years from the date this DECLARATION is recorded, or (b) the date on which all residences have been conveyed by Declarant. Upon the occurrence of the earlier of said dates, the right to appoint, augment or replace all members of the architectural committee shall automatically be transferred to the owners. Persons appointed to the architectural committee need not be owners.

Section 2. Submittal of Plans. Before any construction activity begins, the following shall be submitted to the architectural committee: (a) two sets of complete construction plans, prepared and signed by the owner, and approved by the Douglas County Building Department; and (b) two sets of prints or drawings showing external color scheme and materials; and (c) two copies of plot plans showing building location with respect to parcel boundaries. Upon approval, one set of these exhibits shall be certified as "approved" and returned to the owner or his agent; the other set shall be filed with the architectural committee.

Section 3. General Provisions.

(a) The architectural committee may establish, without notice to the owners, or to any of them, reasonable procedural rules and may assess a fee not to exceed \$150.00 per submission of plans in connection with review of plans and specifications including, without limitation, the number of sets of plans to be submitted; however, the architectural committee may delegate its plan review responsibilities to one or more members of such architectural committee. Upon such delegation, the approval or disapproval of plans and specifications by such person or persons shall be equivalent to approval or disapproval by the entire architectural committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted. It shall be the sole responsibility of each owner or other interested party to secure from the architectural committee the current architectural committee rules, standards, and policies.

(b) The address of the architectural committee shall be the place for the submittal of plans and specifications and the place where the current architectural committee rules, standards, and policies shall be kept

(c) The establishment of the architectural committee and the procedures herein for its action and/or approval shall not be construed as changing any rights or restrictions upon owners to maintain, repair, alter or modify or otherwise have control over the residences as may otherwise be specified in this DECLARATION.

(d) In the event the architectural committee fails to approve or disapprove such plans and specifications within sixty (60) days

after the same have been duly submitted in accordance with any rules regarding such submission adopted by the architectural committee, such plans and specifications will be deemed approved. The approval or disapproval of such plans and specifications shall be final and conclusive.

Section 4. Approval and Conformity of Plans. No building, fence, wall, improvement, apparatus, or other structure shall be commenced, erected or maintained upon the Property, nor shall there be any grading or regrading of a residence, addition to, change, repair, or maintenance of and/or in the exterior of any residence, structure or other improvement including, without limitation, the painting of exterior walls or surfaces, patio covers and fences, except with the plans and specifications therefor which have been submitted to and previously approved in writing by the architectural committee as to; 1) harmony of external design and location in relation to surrounding structures and topography; 2) conformity with this DECLARATION; and 3) conformity with any standards promulgated pursuant to this Article III as to the activity or work.

The architectural committee may, from time to time, without notice to the owners or any of them, adopt and promulgate architectural or other performance standards and/or policies to be administered by and/or through the architectural committee. The standards and policies may include, but not be limited to, those restrictions and limitations upon the owners set forth below:

(a) Time limitations for the completion of any improvement for which approval is require pursuant to the standards;

(b) Conformity of completed improvements to plans and specifications approved by the architectural committee; provided, however, as to purchasers and encumbrances in good faith and for value, unless notice of noncompletion or nonconformance identifying the violating residence and its owner and specifying the reason for the notice, executed by the architectural committee, shall be filed of record in the Office of Douglas County Recorder, and given to such owner within thirty (30) day of the expiration of the time limitation described in subsection (a) above, or unless legal proceedings shall have been instituted to enforce compliance or completion within said thirty (30) days period, the completed architectural improvements shall be deemed to be in compliance with plans and specifications approved by the architectural committee and in compliance with the standards and polices promulgated by the architectural committee from time to time, but only with resect to purchasers and encumbrances in good faith and for value;

(c) Regulation of the following: construction, reconstruction, exterior addition, change or alteration to, repair, or maintenance of any building, wall, fence, improvement,

apparatus, vehicle, equipment, or structure, including color scheme, materials, surface, and location thereof.

Section 5. Grounds for Disapproval. The architectural committee may disapprove any application:

(a) If the application does not comply with this Declaration.

(b) Because of the reasonable dissatisfaction of the architectural committee with any part or all of the proposed improvement or construction.

(c) If, in the sole judgment and discretion of a majority of the members of the architectural committee, the proposed improvement or construction will be inharmonious with the Property or with the improvements erected on other lots.

Section 6. Nonliability For Approval of Plans and Specification. Plans and specifications shall be considered for approval by the architectural committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the architectural committee, the members thereof, nor Declarant assumes liability or responsibility therefor, or for any defect in any structures constructed from such plans and specifications. Each owner shall be responsible for complying with the requirements of Douglas County as to improvements installed on his residence.

Section 7. Variances. The architectural committee may grant reasonable variances or adjustments from the provisions in this DECLARATION where in the opinion of a majority of the architectural committee application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots, provided, however, that nothing herein shall be construed to require that the architectural committee grant any variance or adjustment, such power to be in the sole discretion of the architectural committee.

#### ARTICLE IV

#### REPAIR AND MAINTENANCE

Section 1. Repair and Maintenance by Owner. Every owner shall:  
(a) Maintain the exterior of his residence, walls, fences and roof of such residence in good condition and repair; and (b) install and thereafter maintain in attractive condition landscaping in accordance with the provisions of this article.

Section 2. Standards for Maintenance and Installation.

(a) Maintenance of the exterior of the residences, including without limitation, walls, fences, and roofs, and landscaping shall be accomplished in accordance with the architectural and/or performance standards and policies, only after approval of the architectural committee; and (b) all slopes or terraces on any residence shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining residences.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the architectural committee, or any owner shall have the right to enforce against any other owner or owners by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this DECLARATION or any amendment hereto, and any and all architectural and/or performance standards or policies promulgated by the architectural committee pursuant to Article III of this DECLARATION, including the right to prevent the violation of any such restrictions, conditions, covenants reservations, and architectural and/or performance standards, and the right to recover damages for such violation. Neither the Declarant, the architectural committee, or any member thereof, nor any owner shall be held liable to any person, firm, or entity, on account of any action or decision of any or all of them, or the failure of any or all of them to take any action or make any decision.

Section 2. No Waiver. Failure by the Declarant, the architectural committee, or any owner to enforce any covenant, condition, restriction, standard, or policy herein contained or promulgated as herein provided in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, restriction, or standard.

Section 3. Cumulative Remedies. all rights, options and remedies of Declarant, the architectural committee, or the owners under this DECLARATION are cumulative, and not one of them shall be exclusive of any other, and Declarant, the architectural committee, and the owners shall have the right to pursue any one or all or such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this DECLARATION.

Section 4. Severability. Invalidation of any one or a portion of

these covenants, conditions, restrictions, or standards promulgated pursuant to Article III of this DECLARATION by judgment or court order shall in no way affect any other provisions or standards which shall remain in full force and effect.

Section 5. Covenants to Run With The Land; Term. The covenants, conditions, and restrictions of this DECLARATION shall run with and bind the Property and shall inure to the benefit of and be enforceable by any owner, their respective legal representatives, heirs, successors and assigns, until January 1, 2029, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of twenty-one (21) years, unless an instrument, signed by a majority of the then owners has been recorded at least one (1) year prior to the end of any such period, agreeing to change said covenants, conditions, and restrictions in whole or in part.

Section 6. Construction. The provisions of this DECLARATION shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 7. Singular Includes Plural. Wherever the context of this DECLARATION requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this DECLARATION is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Declarant, the architectural committee, or any owner. Such remedy shall be deemed cumulative and not exclusive.

Section 9. Attorneys' Fees and Lien. In the event action is instituted to enforce any of the provisions contained in this DECLARATION, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. Any monetary judgment, including attorneys' fees and cost of such suit, against an owner shall be a judgement lien upon the residence of said owner, which lien shall have priority over any encumbrance or claim of homestead placed upon the residence by said owner.

Section 10. Obligations of Declarant. So long as Declarant is utilizing the right described in the section entitled "Construction by Declarant" in the article in this DECLARATION entitled "General Provisions," Declarant shall not be subject to the provisions of

the article entitled "Architectural Control" or the provisions of the article entitled "Use Restrictions".

Section 11. Personal Covenant. To the extent the acceptance of a conveyance of a residence creates a personal covenant between the owner of such residence and Declarant or other owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an owner.

Section 12. Nonliability of Officials. To the fullest extent permitted by law, neither the Declarant, the architectural committee, or any member of such committee, shall be liable to any owner for any damage, loss or prejudice suffered or claimed on specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Declarant or committee or persons reasonably believed to be the scope of their duties.

Section 13. Leases. Any agreement for the leasing or rental of a residence (hereinafter in this section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this DECLARATION. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be default under the lease. All leases shall be in writing. Any owner who shall lease his residence shall be responsible for assuring compliance by such owner's lessee with this DECLARATION; provided however, the obligation of the foregoing sentence shall not apply to Declarant in the event Declarant leases a residence for a term of twenty (20) years or more and such lease, or memorandum thereof, is recorded. No residence shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever, if the occupants of the residence are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service.

Section 14. Construction by Declarant. Nothing in this DECLARATION shall limit the right of Declarant to construct such additional improvements as Declarant deems advisable prior to completion of all improvements upon and sale of the entire development. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of business of completing the work and disposing of the same by sale, lease or otherwise. This DECLARATION shall not limit the right of Declarant at any time prior to acquisition by title by a purchaser from Declarant to establish on the Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the development: Declarant

reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned to any successor or successors to all or part of Declarant's respective interest in the development, by an express assignment incorporated in a recorded deed of lease, as the case may be, transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the owners' rights to use and enjoy the Property.

Section 15. Amendments. Until such time that fifty one percent (51%) of the total number of improved lots, in all phases of the project are conveyed to third party buyers, or the year 2001, which ever occurs first, this agreement may be amended by the unilateral act of Declarant, without notice, or 60% of the third party buyers and Declarant.


After such event or date set forth above, this declaration may be amended by the affirmative vote of the owners of seventy five percent (75%) of the lots in the entire project.

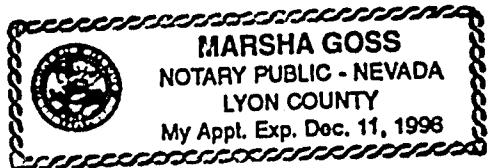
IN WITNESS WHEREOF, Declarant has executed these declarations the day and year first written above.

  
\_\_\_\_\_  
JOHN C. SERPA

STATE OF NEVADA                    )  
COUNTY OF CARSON CITY        )ss.  
  )

On May 2, 1994, Personally appeared before me, a Notary Public, John C. Serpa, who acknowledged to me that he executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public



336863  
BK0594PG0833

## EXHIBIT "A"

## LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of DOUGLAS, State of Nevada, described as follows:

## PARCEL NO. 1

All that real property situate in the North 1/2 of Section 7, Township 14 North, Range 20 East, M.D.B. & M., Douglas County, Nevada described as follows:

BEGINNING at the center of said Section 7, said point also being the Northeast corner of Vista Grande Subdivision, recorded November 9, 1964, as Document No. 26518; thence along the North line of said Vista Grande Subdivision South  $89^{\circ}35'15''$  West, 1313.76 feet to the Northwest corner of said Vista Grande Subdivision, said corner also being the Southeast corner of Valley View Subdivision No. 1, recorded November 12, 1958; thence along the East line of said Valley View Subdivision No. 1, North  $0^{\circ}06'30''$  West, 2048.65 feet; thence North  $66^{\circ}47'45''$  East 368.16 feet; thence North  $23^{\circ}13'15''$  West, 300.4 feet more or less to a point on the Southerly line of Jacks Valley Road; thence along said Southerly line North  $67^{\circ}10'35''$  East 610.18 feet to a point; thence South  $26^{\circ}12'38''$  East 167.58 feet; thence North  $64^{\circ}48'34''$  East, 152.48 feet; thence North  $0^{\circ}14'45''$  East, 35.0 feet; thence North  $89^{\circ}37'$  East 330.85 feet more or less to the North 1/4 corner of said Section 7; thence North  $89^{\circ}37'$  East 330.0 feet; thence South  $0^{\circ}07'47''$  East, 397.52 feet; thence along a curve concave to the Northwest with a radius of 30 feet, a central angle of  $90^{\circ}00'$ , and an arc length of 47.12 feet; thence South  $24^{\circ}38'40''$  West, 140.00 feet; thence along a tangent curve concave to the East with a radius of 330.0 feet, a central angle of  $69^{\circ}00'$ , and an arc length of 397.41 feet; thence South  $61^{\circ}26'11''$  West, 128.10 feet; thence South  $24^{\circ}37'40''$  West, 425.00 feet to a point on the North line of Highland Estates Unit No. 2, recorded January 27, 1978, as Document No. 17090; thence along said North line South  $89^{\circ}32'40''$  West, 90.00 feet to the Northerly corner of Highland Estates Unit No. 1, recorded July 26, 1977, as Document No. 11379; thence along the West line of Highland Estates Unit No. 1, South  $0^{\circ}08'40''$  West, 1325.15 feet to the Point of Beginning.

A portion of Assessors Parcel No. 13-110-07.

EXCEPT THEREFROM all that portion of said land conveyed to Indian Hills General Improvement District in Deed recorded August 25, 1977 in Book 877, page 1663, as Document No. 12327, of Official Records described as follows:

A parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 14 North, Range 20 East, M.D.B. & M., Douglas County, Nevada more particularly described as follows:

COMMENCING at the found brass-capped quarter corner at the center of said Section 7, proceed North  $0^{\circ}08'40''$  East, 258.62 feet, along the quarter section line to the TRUE POINT OF BEGINNING, which is the Northeast corner of the parcel; thence West 20.00 feet, to the Northwest corner of the parcel; thence South  $0^{\circ}08'40''$  West, 20.00 feet, to the Southwest corner of the parcel; thence East, 20.00 feet, to the Southeast corner of the parcel; thence North  $0^{\circ}08'40''$  East, 20.00 feet, to the TRUE POINT OF BEGINNING.

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COPY

REQUESTED BY  
STEWART TITLE of DOUGLAS COUNTY  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

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COURT CLERK BUREAU  
RECORDED  
\$23<sup>00</sup> PAID K2 DEPUTY