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✓ Gardner Eng
1692 County Rd
Minden NV 89423

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PRUETT RANCHES SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS MADE THIS 14th DAY OF January, 1997, FOR PRUETT RANCHES SUBDIVISION (SUBDIVISION), DOUGLAS COUNTY, NEVADA, BY PRUETT RANCHES, INC., A NEVADA CORPORATION, HEREINAFTER CALLED THE DECLARANT.

WITNESSETH

WHEREAS, THE DECLARANT IS THE OWNER OF ALL OF THAT CERTAIN REAL PROPERTY DESCRIBED AS PRUETT RANCHES SUBDIVISION, WHICH SUBDIVISION IS MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE;

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 RUN WITH THE LAND, BEING BINDING UPON EACH SUBSEQUENT OWNER 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 OF THE PROTECTIVE COVENANTS, CONDITIONS, AND 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

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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, 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 FINAL MAP, TO THIRTY (30) YEARS FROM THE DATE OF RECORDING THEREOF, SUBJECT TO THE PROVISIONS OF SECTIONS 1.3, 1.4, 1.5 AND 1.6 OF THIS DECLARATION.

1.3 AMENDMENTS TO COVENANTS, CONDITIONS, AND RESTRICTIONS.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, OR ANY PART 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 OF 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 TWO THIRDS (2/3) 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, CONDITION, OR RESTRICTION BY THE JUDGEMENT OR ORDER OF 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 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 STANDARDS

2.1 BUILDING LOCATION.

2.1.1 BUILDING SETBACK LINES REQUIRED BY COUNTY CODE.

NO BUILDING SHALL BE LOCATED ON ANY LOT IN THE SUBDIVISION NEARER TO THE FRONT, SIDE, OR REAR PROPERTY LINE, THAN THE MINIMUM BUILDING SETBACK LINES SET FORTH BY DOUGLAS COUNTY CODE IN EFFECT AT THE TIME CONSTRUCTION IS COMMENCED. ANY BUILDING VIOLATING THIS PROVISION MUST BE REMOVED AT THE SOLE EXPENSE OF THE OWNER OF THE LOT.

2.1.2 BUILDING SETBACK LINES.

IN ADDITION TO THE BUILDING SETBACK LINES OF SECTION 2.1.1, BUILDING SETBACK LINES AND EASEMENTS SHOWN ON THE FINAL PLAT MUST BE STRICTLY OBSERVED. ANY BUILDING VIOLATING THIS PROVISION MUST BE REMOVED AT THE SOLE EXPENSE OF THE OWNER OF THE LOT.

2.2 SINGLE FAMILY RESIDENTIAL USAGE ONLY.

2.2.1 SINGLE FAMILY USE ONLY.

EACH LOT IN THE SUBDIVISION MAY BE USED FOR ONE, AND ONLY ONE, SINGLE FAMILY RESIDENCE, AND FOR CONFORMING OUTBUILDINGS AND RELATED FACILITIES ONLY, AND FOR NO OTHER PURPOSE. CONFORMING OUTBUILDINGS SHALL INCLUDE BARNs, PRIVATE, NON-COMMERCIAL, WORKSHOPS, WELL HOUSES, GUEST HOUSES AND EQUIPMENT STORAGE FACILITIES. NO SUCH OUTBUILDINGS SHALL BE USED FOR RENTAL PURPOSES.

2.2.2 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.

2.2.3 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.

2.2.4 BUSINESS USE PROHIBITED.

NO BUSINESS OR PROFESSION SHALL BE CARRIED ON OR CONDUCTED WITHIN ANY LOT IN THE SUBDIVISION OR WITHIN ANY IMPROVEMENT OR ANY LOT IN THE SUBDIVISION, WITH THE EXCEPTION OF OFFICE USAGES PERMITTED BY DOUGLAS COUNTY.

2.2.5 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 PLACE OF ENTERTAINMENT SHALL BE PERMITTED ON ANY LOT IN THE SUBDIVISION.

2.2.6 OCCUPANCY PROHIBITED.

NO GARAGE, SHED, TENT, TRAILER, BARN, STABLE, OR OTHER BUILDING OR STRUCTURE ON ANY LOT IN THE SUBDIVISION, EXCEPT GUEST HOUSES, SHALL BE USED FOR PERMANENT OR TEMPORARY RESIDENTIAL PURPOSES AT ANY TIME.

2.2.7 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.

2.2.8 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.

2.3 RESIDENCE SIZE.

2.3.1 SINGLE-STORY RESIDENCES.

A RESIDENCE HAVING A FLOOR AREA OF LESS THEN TWO THOUSAND FOUR HUNDRED (2,400) SQUARE FEET, EXCLUSIVE OF PORCHES, PATIO, TERRACES AND GARAGE, SHALL NOT BE PERMITTED. THE FOLLOWING LOTS WITHIN THE SUBDIVISION ARE RESTRICTED TO A SINGLE-STORY RESIDENTIAL BUILDING: BLOCK B, LOTS 2, 3, 4, 5, AND 6.

2.3.2 TWO-STORY RESIDENCES.

TWO-STORY RESIDENCES ARE ONLY PERMITTED ON THE FOLLOWING LOTS WITHIN THE SUBDIVISION: BLOCK A, LOTS 1 AND 2, AND BLOCK B, LOTS 1 AND 7. THE GROUND FLOOR SHALL NOT CONTAIN LESS THAN ONE THOUSAND EIGHT HUNDRED (1,800) SQUARE FEET OF LIVING AREA, WITH THE TOTAL GROUND AND SECOND-STORY CONTAINING NOT LESS THAN TWO THOUSAND EIGHT HUNDRED (2800) SQUARE FEET OF LIVING AREA, EXCLUDING PORCHES, PATIO, TERRACES AND GARAGE.

2.4 AUTOMOBILE AND VEHICLE STORAGE.

2.4.1 COVERED AND ENCLOSED GARAGES.

EVERY RESIDENCE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION SHALL HAVE ON THE SAME LOT COVERED AND ENCLOSED AUTOMOBILE STORAGE SPACE (GARAGES) FOR AT LEAST THREE AUTOMOBILES. THE GARAGES SHALL COMPLY WITH THE APPROVED SETBACK AREAS.

2.4.2 TRUCK, TRAILER, AND BOAT STORAGE.

NO TRUCKS, TRAILERS, BOATS, TRACTORS, FARM IMPLEMENTS, RECREATIONAL VEHICLES, OR UNLICENSED VEHICLE OF ANY KIND SHALL BE KEPT OR STORED, OR PARKED IN OR UPON ANY PORTION OF ANY LOT IN THE SUBDIVISION EXCEPT WITHIN A COVERED AND ENCLOSED STRUCTURE.

2.4.3 COVERED AND ENCLOSED STORAGE.

NO TRAILER, BUS, RECREATIONAL VEHICLE, OR SIMILAR VEHICLE OF ANY KIND SHALL BE PARKED OR STORED ON ANY PORTION OF ANY LOT IN THE SUBDIVISION EXCEPT WITHIN AN ENCLOSED AND COVERED STRUCTURE.

2.5 EASEMENTS.

2.5.1 EXISTING EASEMENTS.

THE DECLARANT HAS RESERVED, FOR THE PURPOSE OF INSTALLING AND MAINTAINING PUBLIC UTILITY FACILITIES, DRAINAGE FACILITIES, AND FOR SUCH OTHER PURPOSES INCIDENT TO THE DEVELOPMENT OF EACH LOT IN THE SUBDIVISION, CERTAIN EASEMENTS, ALL OF WHICH ARE SHOWN ON THE RECORDED SUBDIVISION MAP.

2.5.2 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.

2.5.3 EASEMENT AND ROAD MAINTENANCE.

THE EASEMENT AREA OF EACH LOT IN THE SUBDIVISION AND ALL IMPROVEMENTS ON IT SHALL BE MAINTAINED CONTINUALLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH ANY PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. ROAD RIGHT OF WAYS WITHIN THE SUBDIVISION HAVE BEEN OFFER TO DOUGLAS COUNTY. ROAD MAINTENANCE OF THOSE ROADS WITHIN THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS, UNTIL SUCH TIME AS DOUGLAS COUNTY ACCEPTS THE ROAD OFFER OF DEDICATION AND MAINTENANCE RESPONSIBILITIES.

2.5.4 ROADSIDE 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.

2.6 UTILITIES.

2.6.1 UNDERGROUND UTILITIES.

ALL UTILITY CONNECTIONS AND SERVICE LINES INSTALLED TO EACH INDIVIDUAL LOT SHALL BE INSTALLED UNDERGROUND, INCLUDING ELECTRICAL

POWER, TELEPHONE, GAS, AND CABLE TV, IN ACCORDANCE WITH ACCEPTED CONSTRUCTION AND UTILITY STANDARDS.

2.6.2 WATER.

EACH OWNER OF A LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF DOMESTIC AND FIRE PROTECTION WATER SUPPLY AND STORAGE FACILITIES WHICH SHALL BE LOCATED ON THE LOT.

2.6.3 FIRE PROTECTION SYSTEMS.

EACH OWNER OF EACH LOT IN THE SUBDIVISION SHALL COMPLY WITH THE RESIDENTIAL FIRE PROTECTION REQUIREMENT ON THE NFPA PAMPHLET 13D, FOR BOTH WATER STORAGE SUPPLY AND RESIDENTIAL FIRE SPRINKLER SYSTEMS. SUCH SYSTEMS SHALL BE SUBMITTED TO AND APPROVED BY THE EAST FORK FIRE PROTECTION DISTRICT.

2.6.4 SEWER

EACH OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM (ISDS) WHICH SHALL BE LOCATED ON THE LOT. THE LEACH FIELD MAY BE LOCATED WITHIN THE BUILDING SETBACK LINES BUT MAY NOT BE LOCATED WITHIN ANY EASEMENTS.

2.7 LANDSCAPING AND GROUNDS.

2.7.1 NATIVE BRUSH

NATIVE BRUSH AND ALL COMBUSTIBLE MATERIALS WITHIN THIRTY-FIVE (35) FEET OF THE PERIMETER OF EACH STRUCTURE SHALL BE CLEARED AND THE CLEARED AREA SHALL BE LANDSCAPED WITH TURF OR OTHER COMPARABLE GROUND COVER. IF NATIVE BRUSH IS REMOVED FROM ANY OTHER LOCATION ON THE LOT, IT SHALL BE REPLACED WITH GROUND COVER.

2.7.2 TREES ENCOURAGED

TO THE MAXIMUM EXTENT CONSISTENT WITH SOUND LANDSCAPING PRACTICES, THE PLANTING OF TREES IN LOCATIONS NOT OBSTRUCTING VIEWS FROM ADJACENT LOTS SHALL BE ENCOURAGED.

2.8 FENCES.

2.8.1 FENCE HEIGHTS.

FENCE HEIGHTS SHALL COMPLY WITH DOUGLAS COUNTY CODE. FRONT YARD FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT. SIDE AND REAR YARD FENCES SHALL NOT EXCEED SIX (6) FEET IN HEIGHT.

2.8.2 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, HOT TUB, OR SIMILAR RECREATIONAL FACILITIES, OR

CONSTITUTES A TRASH ENCLOSURE. NO BARBED WIRE OR CONCERTINA WIRE FENCES WILL BE PERMITTED ON ANY LOT IN THE SUBDIVISION. THE ONLY EXCEPTION IS EXISTING FENCES ALONG THE NORTH AND EAST BOUNDARIES OF THE SUBDIVISION OR ANY FENCE PLACED BY THE DECLARANT ALONG THE BOUNDARIES OF THE SUBDIVISION.

2.9 DRIVEWAY ENCROACHMENTS.

ALL PRIVATE DRIVEWAY ENCROACHMENTS CONNECTING TO THE PUBLIC STREETS OR ROADS SHALL INCLUDE CULVERTS, 18" ROUND OR EQUIVALENT, OR OTHER APPROVED MEANS OF ACCOMMODATING RUNOFF AND DRAINAGE. CULVERTS SHALL EXTEND A MINIMUM OF 3' EACH SIDE OF THE IMPROVED DRIVEWAY. ANY SUCH CULVERT OR OTHER APPROVED MEANS OF ACCOMMODATING DRAINAGE SHALL BE APPROVED BY DOUGLAS COUNTY PUBLIC WORKS DEPARTMENT.

2.10 TRASH SANITATION STANDARDS

2.10.1 MANDATORY TRASH SERVICE.

EACH LOT WITHIN THE SUBDIVISION HAS A MANDATORY REQUIREMENT FOR WEEKLY TRASH REMOVAL SERVICE.

2.10.2 SANITATION STANDARDS.

NO GARBAGE, REFUSE, OR OBNOXIOUS OR OFFENSIVE MATERIALS SHALL BE PERMITTED TO ACCUMULATE ON ANY LOT IN THE SUBDIVISION, AND THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL CAUSE SUCH MATERIAL TO BE DISPOSED OF WITH MANDATORY TRASH SERVICE AND OTHER ACCEPTED SANITARY PRACTICES. ALL GARBAGE OR TRASH CONTAINERS AND OTHER SUCH FACILITIES SHALL BE PLACED IN ENCLOSED AREAS SO THAT THEY ARE NOT BE VISIBLE FROM ADJOINING LOTS OR FROM ROADS.

2.11 RELOCATION OF BUILDINGS.

NO BUILDING SHALL BE RELOCATED FROM ANY OTHER LOCATION ONTO ANY LOT IN THE SUBDIVISION.

2.12 RESTRICTION OF VIEW.

IN NO EVENT SHALL EITHER THE LOCATION OF ANY STRUCTURE OR ITS HEIGHT AFFECT ADJOINING PROPERTIES SO AS UNREASONABLY TO DIMINISH OR RESTRICT VIEWS.

2.13 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 REASONABLY DILIGENCE, THE COMPLETION THEREOF AND SHALL COMPLETE THE CONSTRUCTION WITHIN A NINE (9) MONTH PERIOD FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION, FORCE MAJEURE EXCEPTED.

2.14 ANTENNAS.

INSTALLATION OF ANY TELEVISION DISC OR ANY TELEVISION OR RADIO

ANTENNA EXCEEDING FIVE (5) FEET IN HEIGHT ABOVE ANY ROOF LINE IS NOT PERMITTED. ANY TELEVISION DISC SHALL BE INSTALLED AT GROUND LEVEL AND SUITABLY SCREENED FROM VIEW OF ANY OTHER LOT OR FROM THE STREET.

2.15 BARRIERS.

NOTHING WHICH CONSTITUTES A BARRIER TO SAFE DRIVING, BY IMPACTING SIGHT DISTANCE, PARTICULARLY AT STREET INTERSECTIONS, MAY BE ERECTED OR ALLOWED TO GROW ON OR ADJACENT TO ANY LOT IN THE SUBDIVISION. ANY SUCH CONDITION MUST BE ABATED WITHIN FIVE (5) DAYS OF DEMAND, AT THE SOLE EXPENSE OF THE OWNER OF THE OFFENDING LOT.

SECTION III
ANIMALS

3.1 FARM ANIMALS.

LOTS WITHIN THE SUBDIVISION ARE LIMITED TO TWO (2) HORSES. NO OTHER FARM ANIMALS ARE PERMITTED. FARM ANIMALS INCLUDES, BUT IS NOT LIMITED TO, HORSES, CATTLE, POULTRY, SWINE, SHEEP, GOATS, AND OTHER, SIMILAR, ANIMALS.

3.2 HOUSEHOLD PETS.

DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND PROVIDED THEY DO NOT BECOME A NUISANCE TO OTHER PROPERTY OWNERS. THERE SHALL BE NO MORE THAN TWO (2) DOGS AND TWO (2) CATS KEPT ON ANY ONE LOT IN THE SUBDIVISION. REASONABLE EXCEPTIONS TO THIS PROVISION WILL BE ALLOWED FOLLOWING BIRTHS OF LITTERS PENDING DISPOSITION OF PUPPIES AND KITTENS WITHIN ONE MONTH.

3.3 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 ANY RESIDENCES WITHIN THE SUBDIVISION.

SECTION IV
EXCAVATION

4.1 EXCAVATIONS.

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 BUILDING ACTIVITIES.

SECTION V
ENFORCEABILITY

5.1 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 ASSIGNS, AND BY THE FUTURE OWNER OR OWNERS OF ANY LOT OR LOTS IN THE SUBDIVISION.

5.2 VIOLATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

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 VIOLATION, TO RECOVER DAMAGES FOR A VIOLATION, OR FOR BOTH SUCH PURPOSES.

5.3 FAILURE TO ENFORCE.

THE FAILURE OF DECLARANT, HIS SUCCESSORS 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.

5.4 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 VI
BREACHES AND REMEDIES

6.1 MORTGAGE 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.

6.2 REMEDIES.

6.2.1 LEGAL ACTIONS PERMITTED.

IF ANY OWNER OF A LOT IN THE SUBDIVISION SHALL FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF DECLARATION OF COVENANTS, CONDITIONS, OR RESTRICTIONS, THE OWNER OF ANY LOT SHALL HAVE FULL POWER AND AUTHORITY TO ENFORCE COMPLIANCE WITH THIS DECLARATION IN ANY MANNER PROVIDED FOR HEREIN AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, BRINGING (a) AN ACTION FOR DAMAGES, (b) AN ACTION TO ENJOIN ANY VIOLATION OR SPECIALLY ENFORCE THE PROVISIONS OF THIS

DECLARATION, AND (c) AN ACTION TO ENFORCE ANY LIEN PROVIDED FOR HEREIN OR PROVIDED FOR BY LAW.

6.2.2 ATTORNEY'S FEES-AND COSTS.

IN THE EVENT 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.

6.2.3 REMEDIES CUMULATIVE.

ALL ENFORCEMENT POWERS OF A LOT OWNER SHALL BE CUMULATIVE.

6.2.4 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 ANY OWNER OF A LOT IN THE SUBDIVISION SHALL HAVE ALL OF THE RIGHTS, POWERS, AND REMEDIES AS SET FORTH IN THIS DECLARATION.

6.2.5 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 HEREINAFTER 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.

6.2.6 PROPER NOTICE BEFORE INSTITUTING LEGAL PROCEEDINGS.

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.

6.2.7 FAILURE TO INSTITUTE ACTION.

FAILURE, HOWEVER, ON THE PART OF THE DECLARANT, HIS HEIRS, SUCCESSORS, AND ASSIGNS, OR ANY LOT OWNERS TO CLAIM HIS OR THEIR RIGHTS 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.

PRUETT RANCHES, INC. A NEVADA CORPORATION

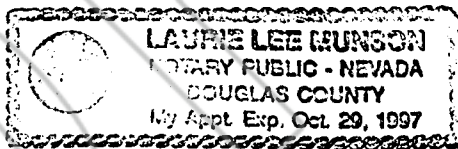
BY: *David Pruett*
DAVID PRUETT, PRESIDENT

State of Nevada

County of Douglas

This instrument was acknowledged before me on January 14, 1996 by David Pruett as President of Pruett Ranches, Inc. a Nevada Corporation.

Laurie Lee Munson
Notary Public



REQUESTED BY
Gardner Engineering
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 FEB -3 P2:19

LINDA SLATER
RECORDER
\$17⁰⁰ PAID K2 DEPUTY

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