

DOC # 0681442
08/07/2006 03:08 PM Deputy: CF

OFFICIAL RECORD
Requested By:
STEWART TITLE OF DOUGLAS
COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 14 Fee: 27.00
BK-0806 PG- 2280 RPTT: 0.00



APN 1219-13-000-034, 1219-13-000-035 and 036

Recording Requested By:

Stewart Title of Douglas County

1663 US Highway 395 N, Ste. 101

Minden, NV 89423

060101459

CCR'S FOR BELLA VISTA

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.

**DECLARATIONS OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BELLA VISTA**

THIS DECLARATION is made this 3rd day of August, 2006, by Mike Hickey Construction, Owner, ("Declarant").

RECITALS

A. Declarant is the owner of certain real property located in Douglas County, Nevada, described in Exhibit A (the "Property").

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the provisions of this Declaration, all of which are hereby declared to be in furtherance of a general plan for the development, improvement, and sale of such property, and to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of such property. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and its assigns and to all persons hereafter acquiring or owning any interest in such property, however such interest may be obtained.

Article 1 – Definitions

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Section.

County.

The "County" means Douglas County, Nevada

Declarant.

The "Declarant" means Mike Hickey Construction, who have made and executed this Declaration, or their successors.



- Declaration.** The "Declaration" means this instrument and amendments thereto.
- Deed of Trust.** A "Deed of Trust" means a deed of trust or mortgage encumbering Any parcel.
- Foreclosure.** A "Foreclosure" means a foreclosure of a mortgage or exercise of Power of sale pursuant to a deed of trust.
- Lot.** A "Lot" means any lot created by the Plat.
- Owner.** An "Owner" means any person, persons, or entity, including Declarant, owning a parcel.
- Parcel.** A "Parcel" means any Lot or portion thereof.
- Project.** The "Project" means the real property described in Exhibit A, Including the land, buildings, and other improvements now or hereafter thereon, together with all easements, rights, and appurtenances belonging thereto.

Article 2 – Architectural Committee

- 2.1 Architectural Committee Purpose.**
In order to provide for the orderly development of the Project 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 at least two members of the Architectural Committee.
- 2.3 Original/Subsequent Architectural Committee.**
The original Architectural Committee shall consist of Mike Hickey or their assigns. Once the Declarant no longer owns any of the Project, then the owners of each Lot shall elect, by majority vote, the members of the Architectural Committee.
- 2.4 Original Architectural Committee Address.**



The address of the Architectural Committee shall be 401 Mottsville Lane, Gardnerville NV 89460.

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 or vacancies. Any vacancy must be filled by the owner of a Lot within the Project.

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.

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 Project 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 Project.

2.9 Commencement of Construction.

No dwelling unit, garage, fence, wall, retaining wall or any type of construction activity, shall be commenced or placed upon any lot until two complete sets of architectural plans and specifications thereof, which plans shall include a plot plan indicating and establishing the exact location of all structures, a foundation plan, a floor plan for each floor, front, side and rear elevations, sections, exterior color samples, landscape, 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. However, prior to the submittal of the final plans the property owner may remove natural ground cover and conduct grading and fencing with the approval of 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 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 plans and specifications, and one set will be returned to the applicant.

2.12 Architectural Committee Procedures.

The Architectural Committee's approval or disapproval as required in this Declaration shall be in writing. Commencing immediately upon receipt of the documents described in Section 2.9 from the applicant, the Committee shall submit within 10 calendar days of



receipt of the plans. Its comments for the applicant's consideration. In the event the Committee or its designated representative(s) fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or if no suit to enjoin the constructions has been commenced prior to the completion thereof, approval will not be required and the related Declaration shall be deemed to have been fully complied with.

2.13 Waiver of Damages.

Any person, association or other entity acquiring the title to any lot or lots in the Project, 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, consultants, advisors, employees or agents.

2.14 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 Project, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove architectural plans and specifications.

2.15 Architectural Committee Disapproval.

Approval by the Architectural Committee of any given plan(s) and specifications, alterations or changes may be withheld due to noncompliance with any of the specific requirements of this Declarations, or due to the Committee's reasonable disapproval of the location of the building site upon any lot, or the appearance of the structure, or the constructions materials proposed therein or thereon, or the proposed lot grading, or the harmony of a proposed structure may have upon the view or outlook of adjacent and/or neighboring homes.

Article 3 – Architectural Standards

3.1 Building Locations.

Building setback lines required by County Ordinances. No building shall be located on any lot in the Project 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 Ordinance for A-19 zoning, in effect at the time construction is commenced. For the purposes of this Declaration, eaves, steps and open porches shall not be considered as being a part of a building. No variances can be granted.

3.2 Single Family Residential Use Only.



3.2.1 Single Family Use Only.

Each lot in the Project 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 not necessarily be limited to, guesthouses, caretaker's quarters, barns, workshop, 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 Project or in any structure on such lot. No exterior halogen/vapor lights are permitted, and all exterior lights must be contained to direct light downwards per Douglas County code. No repair of automobiles, or other motorized vehicles (including ATV's and motorcycles) shall be conducted on a lot, except within an enclosed garage or workshop. No riding of motorcycles, ATV's or other motorized vehicles designated for off-road use may be ridden on any lot or within the Project except for purposes directly related to maintenance of owners parcel.

3.2.3 Business Use Prohibited.

No business or profession shall be carried on or conducted within any lot in the Project or within any improvements on any lot in the Project with the exception of home office usage permitted by Douglas County.

3.2.4 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 of treatment of the sick or disabled, physically or mentally, not any public theater, bar, restaurant or other public place of entertainment shall be permitted on any lot in the Project.

3.2.5 Occupancy Prohibitions.

No garage, shed, tent, trailer, barn, stable or other building or structure on any lot in the Project shall be used for permanent or temporary residential purposes at any time. Owners/self contractors requiring temporary housing within a trailer or motor home during the main residence construction phase will submit, plot location to the committee for review and approval. Temporary residence during construction will require a completed and approved committee plan, Douglas County issuance of building permit(s) and installation of an approved water source, electrical power and septic. Maximum temporary residence will only be permitted for 12 months from start of construction date of final approval from the Committee. This paragraph shall not be construed to prohibit or restrict the provisions for Guest/Caretaker quarters referenced in paragraph 3.2.1, as long as such residence is in conformance with Douglas County Code.

3.2.6 Temporary Structures Prohibited.

No Temporary structure of any kind shall be created, constructed, permitted or maintained on any lot in the Project.



3.2.7 Wrecked Automobiles or Appliances.

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

3.2.8 Garbage/Refuse.

No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any parcel and the owner thereof shall cause all such material to be removed in accordance with accepted sanitary practice. All garbage or trash containers, oil tanks, and other such facilities must be underground or placed in a walled area(s) so not to be visible from adjoining properties or from the street.

3.3 Residential Size.

3.3.1 Single Story Residences.

Only one single story, private residence, together with garage, private recreation facilities, retaining walls and other appurtenances approved by the Architectural Committee shall be permitted. Detached guest or Caretakers facility may be permissible providing:

- A. Total gross floor area shall be in conformance with Douglas County Code for accessory dwelling units allowed in an agricultural zoning district.
- B. The premises are used solely for the support and convenience of the primary dwelling without charge.
- C. Residences and any accessory building will comply with Douglas County Code.
- D. Garages and accessory buildings shall have the same design characteristics of residence and shall be approved by the architectural committee.
- E. All residences shall also meet the minimum finished floor elevation per applicable Code.

A residence having a floor area of less than three thousand square feet (3,000 SF), exclusive of porches, patios, terraces and garages, shall not be permitted.

3.3.2 Two Story Residences.

Two-story residences are allowed. The ground floor must contain not less than two thousand five hundred square feet (2500 SF), exclusive of any porches, patios, terraces and attached garages.

3.3.3 Covered and Enclosed Garages.

Every residence constructed on any lot in the Project shall have at least a three (3) car attached garage or more.

3.4 Livestock

Livestock, fowl or poultry may be raised, maintained or kept on any lot within the Project. Breeding of such livestock, fowl or poultry shall be of a "hobby breeding" nature only, and shall not be permitted to become obnoxious or detrimental to the other Parcel owners within the Project, and which shall not interfere with the safety, health convenience or comfort of the occupants or owners of any other lots. Livestock, horses, cattle and sheep which are raised in connection with a 4-H club, FFA project may be kept in the project. Under no circumstances whether in connection with a club project, personal use, or



otherwise, shall any pigs or goats be kept or maintained on any lot at any time for any purpose.

3.5 Household Pets.

Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. The maximum amount of dogs and/or cats that may be kept on any one lot in the Project is limited to the Douglas County ordinance.

3.6 Antennas.

No exterior radio or television antenna, aerial or satellite dish shall be erected or maintained in the Project so as to be visible from neighboring property or public or private thoroughfares without the prior written approval of the Architectural Committee.

3.7 Maintenance of Structures.

All structures erected on any lot in the Project shall be constructed in a workmanship like manner and shall be maintained in good condition.

3.8 Relocation of Buildings.

No building shall be relocated from any other locations onto any lot in the Project.

3.9 Modular or Manufactured Homes, Recreational Vehicles and Boats.

No modular or manufactured homes are allowed to be put on any lot in the Project. Recreational vehicles or boats are not visible from an adjoining lot.

3.10 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.

3.11 Landscaping and Groundcover.

Any landscaping shall be left to the discretion of the owner and shall be designed and installed in a professional manner.

3.12 Fence.

Fence heights shall comply with Douglas County code.

To keep the continuity of appearance of the project no chain link or cyclone fences are allowed. Opaque fencing is prohibited unless as an architectural element that is common to the style of home under construction, or as necessary enclosure. Vinyl fencing is encouraged for both appearance and durability.

3.13 Driveway Encroachments.

Driveways should be of road base, gravel, asphalt, or cement.

3.14 Utilities.

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

3.15 Water.

Each owner of a lot in the Project shall be responsible for the connection to domestic water service, by means of sinking a domestic well, at the individual owner's expense.

3.16 Sewer.

Each owner of a lot in the Project shall be responsible for the operation and maintenance and installation of a septic system and leach field, which shall be designed in accordance with and approved by Nevada Department of Health and located on the said lot. A denitrification or engineered system is advised, and may be required.

3.17 Irrigation Ditches.

Each individual lot owner shall keep clean and maintain the drainage easement and irrigation ditches as per the recorded final map on their respective parcel. Owner shall not be permitted to grade, redesign or alter any irrigation ditch or drainage easement except for maintenance purposes only. Owner shall not build any temporary or permanent structure on or in any irrigation ditch or drainage easement with the exception of fencing and appropriate and approved ditch gates. Structures excepted from this are bridges that may be, in accordance with approval from the Douglas County Ditch Committee. It shall be the responsibility of the individual Parcel owner to procure such approval. This section may not be amended.

3.18 Signage.

No billboards or signs of any character shall be permitted on any Parcel, except one (1) sign of not more than four feet by four feet advertising the Property for sale, or a double-faced sign not more than four feet by four feet per face, used by the owner to advertise the sale of the Parcel and house during the construction period and thereafter. All signs must be professionally or commercially lettered.

3.19 Leasing.

An owner is permitted to rent or lease his or her Parcel and the improvements located thereon upon the following terms:

- (I) Each lease or rental agreement shall be in writing, and any tenant shall abide by and be subject to all of the terms and provisions of this Declaration, which lease agreement shall further specify that failure to abide by the CC&R's shall be a default under the lease or rental agreement.
- (II) Only one (1) family may occupy the Parcel.
- (III) The lease term must be for a minimum of Six (6) months.



3.21 Division of Parcels.

There shall be no further division of the Parcel(s) within the Project. It is the intent of the Declarant to maintain the Project in the Douglas County A-19 Zoning District.

Article 4 – Amendment

4.1 Owner Approval.

Except as otherwise provided herein, this Declaration may be amended only by a majority vote in which all three owners of parcels within BELLA VISTA vote.

4.2 Governmental Approval.

No amendment to this Declaration modifying rights and benefits extended to any governmental entity shall be made without the written consent of such entity.

4.3 Restrictions on Amendments.

Except to the extent expressly permitted or required by this Declaration, no amendment may change the allocated interests of a Parcel in the absence of unanimous consent of the Owners affected and the consent of a majority of the Owners of the remaining Parcels.

4.4 Form.

Amendments to this Declaration shall be prepared, executed, and certified on behalf of the Committee by any member of the Committee designated for that purpose or, in the absence of designation, by the president of the Committee.

4.5 Effective upon Recordation.

Every amendment to this Declaration shall be recorded with the County Recorder and shall be effective only upon such recordation.

Article 5 – Miscellaneous

5.1 Term of Declaration.

The provisions of this Declaration shall continue and be effective for a minimum period of Thirty (30) years from the date of recordation and shall be automatically extended for successive 10-year periods until at least a two-thirds vote of the Owners of all of the Parcels within the Project determine by vote that they shall terminate and, all the institutional holders of first deeds of trust encumbering the Parcels shall have given their prior written approval, and notice thereof is recorded in the office of the County Recorder.

5.2 Enforcement and Waiver.

5.2.1 General Right of Enforcement.

Except as otherwise provided herein, Declarant, the Committee, and any Owner shall have the right (but not the duty) to enforce, by an action for damages or injunctive relief or both, any or all of the covenants, conditions, and restrictions now or hereafter



imposed by this Declaration upon the Owners or upon any of the Project; provided, however, the County is/are third party beneficiaries of this Declaration. Except as otherwise provided, nothing herein shall be construed as creating a third party beneficiary contract in favor of any other parties, other than the County, who are not Owners of property subject hereto.

5.2.2 Violations and Nuisance.

Every act or omission whereby a covenant, condition, or restriction of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Committee, or any Owner. Any other provision to the contrary notwithstanding, only Declarant, the Board, and their duly authorized agents may enforce by self-help any covenant, condition, or restriction set forth herein.

5.2.3 Violation of Law.

Any violation of any state, regional, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any portion of the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

5.2.4 Remedies Cumulative.

Each remedy provided by this Declaration is cumulative and not exclusive.

5.2.5 Non-Waiver.

The failure to enforce the provisions of any covenant, condition, or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

5.2.6 Right to Farm Notification.

Douglas County has declared it a policy to protect and encourage agricultural operation. If your property is located near an agricultural operation, you may at some time be subject to inconveniences or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purpose of Douglas County Code.

5.3 Notices.

All notices hereunder to an Owner shall be sent by registered or certified mail to the Owner at his Parcel, or to such other address as the Owner may give from time to time in writing to the Board. All notices shall be deemed to have been given when mailed except notices of change of address, which shall be deemed to have been given when received, and except as otherwise provided herein.

5.4 Construction and Declaration.



5.4.1 Restrictions Construed Together.

All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts set forth in the "Declaration" at the beginning of this Declaration.

5.4.2 Restrictions Severable.

Notwithstanding the provisions of Section 11.4.1, the covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

5.4.3 Singular includes Plural.

The singular shall include the plural and the plural the singular unless the context requires the contrary. The masculine, feminine, or neuter shall each include the masculine, feminine, and neuter, as the context requires.

5.4.4 Captions.

All captions or titles used in the Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions of any Section.

5.4.5 Subordination.

Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any Mortgage or Deed of Trust that encumbers all or a portion of a Parcel. If a Parcel is encumbered by a Mortgage or Deed of Trust, the foreclosure of any lien created by any provision set forth in a Mortgage or Deed of Trust shall not invalidate the provisions of this Declaration.

5.5 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 for said premises, or any part thereof, but these covenants, conditions, and restrictions shall be binding upon the owner whose title to a lot in Bella Vista is acquired under foreclosure, trustee's sale, or otherwise, and shall be binding upon the party so acquiring title.

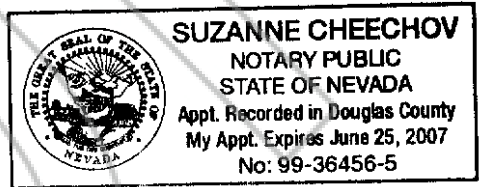


IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

BELLA VISTA

By: *James Michael Hickey*
Mike Hickey Construction
(James Michael Hickey, Pres)

STATE OF NEVADA)
COUNTY OF Douglas) ss.



On this 3rd day of August, 2006, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared, Mike Hickey, known to me to be the person(s) whose names are subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein.

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

Suzanne Cheechov
NOTARY PUBLIC



EXHIBIT "A"

Parcel A-2 as set forth on Parcel Map LDA #06-004 for Lois and Donald E. Thran, Trustees of the Thran Family Trust, filed for record in the office of the County Recorder of Douglas County, State of Nevada on June 29, 2006 in Book 0606, Page 10157, as Document No. 678311.

A.P.N. 1219-13-000-034

Parcels B-1 and B-2 as set forth on Parcel Map LDA #06-005 for Mike Hickey Construction, Inc. . and Benjamin T. DiSalvo, Trustee, DiSalvo Trust, filed for record in the office of the County Recorder of Douglas County, State of Nevada on June 29, 2006 in Book 0606, Page 10160, as Document No. 678313.

1219-13-000-035 and 036

