DECLARATION OF RESTRICTIONS
OF
VISTA GRANDE SUBDIVISION

THIS DECLARATION made this 7th day of September, 1964, by BIGHORN INVESTMENTS, INC., (A Corporation organized and existing by virtue of the laws of the State of Nevada) and having its principal place of business at 319 North Carson Street, Carson City, Nevada, hereinafter called Declarant.

W I T N E S S E T H:

WHEREAS said Declarant is the owner of all of the lots embraced within the boundaries of Vista Grande Subdivision, Douglas County, State of Nevada, and

WHEREAS said Declarant is about to sell all or a portion of the lots comprising said subdivision and they desire to subject said lots to the conditions, restrictions, and covenants hereinafter set forth, for the benefit of the entire subdivision and all the lots comprising the same, and for the benefit of the present and future owners of each of said lots, and

WHEREAS such conditions, restrictions and covenants are intended as a part of the general plan for the improvement of the said subdivision, which plan contemplates that certain of the lots shall be used for residential purposes, and that certain others of said lots may be used for commercial or business purposes, and are for the benefit of said subdivision and each and every lot therein,

NOW THEREFORE, the said Declarant hereby declares that the VISTA GRANDE SUBDIVISION in Douglas County, Nevada, and each and every lot and parcel thereof, is held by them and shall be conveyed subject to the following conditions, restrictions and covenants, to-wit:

1. These conditions, restrictions and covenants shall be considered as covenants running with the land and shall bind the Declarant, their successors in interest, and all future assigns of said residential lots or any part or parts thereof, for and during the period ending when 51% of lots are owned in fee simple title by purchasers, at which time a property owners association may be set up to govern and direct the enforcement of these conditions, restrictions and covenants. However, such conditions, restrictions, and covenants, or any of them, may be changed, supplemented or abolished in any or all particulars by the recordation in the office of the County Recorder of Douglas County, Nevada, of a revocation of, amendments to or supplemental declaration of res-

trictions for said residential lots duly executed and acknowledged by the owners in fee simple title of not less than 51% of the lots comprising said subdivision.

2. The conditions, restrictions and covenants herein contained, shall bind and inure to the benefit of, and be enforceable by, Declarant, their successors in interest, and future assigns, or by the owner or owners of any lot or lots in said subdivision. Any owner or owners of any of said lots may institute and prosecute any proceeding at law or in equity against Declarant, or any person, firm or corporation, violating or threatening to violate, any of the conditions, restrictions or covenants herein contained. Any such action may be maintained for the purpose of preventing a violation or to recover damages for a violation or for both such purposes. The failure of Declarant, 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 in no wise be deemed a waiver of rights to enforce such conditions, restrictions or covenants thereafter. Nothing herein contained shall be construed as preventing the application of any remedy given by law against a nuisance, public or private. The remedy herein provided shall be in addition to any other remedy or remedies now or hereafter provided by law.

3. Any invalidation of any condition, restriction or covenant herein contained by the judgement or order of any court of competent jurisdiction shall in no way affect the validity of the remaining conditions, restrictions and covenants, and said remaining conditions, restrictions, and covenants shall continue and remain in full force and effect. Any condition, restriction or covenant as invalidated shall be deemed separable from the remaining conditions, restrictions and covenants herein set forth.

4. All lots in said subdivision, save and except the 80 acres adjacent to U. S. Highway #395 may be used for residential purposes as hereinafter set forth and referred to in this declaration as "residential lots." The 80 acres adjacent to U. S. Highway #395 may be used for either residential or for commercial purposes as hereinafter set forth, but shall be referred to in this declaration as "commercial lots."

5. No part or portion of any building or mobilhome of any kind shall be constructed or maintained upon any residential lot closer than 30 feet from any front or street line, or 20 feet from any side line thereof.

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6. Except has hereinafter otherwise provided in this Declaration of restrictions, no residence lot shall be used for any purpose other than single family residential purposes and not more than one single family residence or mobilhome, and one guest house, shall be erected thereon for living or residential purposes, except as otherwise herein specifically provided, and no residential lot or any part thereof shall be used or occupied for a trade or business of any kind whatever, except that a person having a profession may have and maintain his office in his residence or guest house.

7. Nothwithstanding the foregoing restrictions, any residential lot or lots may be used for civic or church purposes. Such purposes shall include, but not exclusively, schools, parks, playgrounds, swimming pools, community centers, and church or civic operated centers.

8. Commercial lots may be used for the purpose of maintaining, conducting and carrying on store, shop, garage, service station, motel and other commercial or business enterprises, but no manufacture or work of an offensive, dangerous, or noisy kind shall be maintained, conducted or carried on upon any commercial lot, nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to the Declarant, their successors or assigns, or to the neighborhood. And no illegal business or business in conflict with any law, rule, ordinance or regulation of any public authority shall be maintained, conducted or carried on upon any commercial lot.

9. No residential lot shall be divided or subdivided into any smaller parts or parcels and sold.

10. No swine, rabbits, cows, horses, sheep, goats, elephants, etc., shall be kept, raised, or maintained upon any lot. No other livestock or poultry shall be kept or maintained on any lot except household pets for the personal use and convenience of the owner thereof.

11. No sewage disposal system, water well or water system shall be installed, constructed, or maintained upon any lot which is not in conformity with the rules and specifications of the State Board of Health and approved by said State Board of Health or other governmental agency having jurisdiction.

12. No trailer home under 35' in length shall be used for residential purposes.

13. No dwelling or guest house having a floor area of less than 850 square feet, exclusive of porches, patios, terraces and garages, shall be erected or maintained on any residential lot. All buildings and other structures erected on any lot within said subdivision shall be built of a good workmanlike manner and shall be maintained in good condition. No building shall be moved from any other location onto any lot within said subdivision unless it shall have been newly constructed elsewhere for the express purpose of placing it on said lot.

14. No garbage, rubbish, trash, old cars, or any other offensive material will be allowed to accumulate on any lot within this subdivision.

15. No billboards or advertising signs of any kind shall be placed, erected or maintained on any residential lot except "for sale" signs, and professional signs not to exceed 4.0 square feet in area.

16. No billboards or advertising signs of any kind shall be placed, erected, or maintained on any commercial lot except such signs as are customary and desired advertising the business conducted or products sold on the particular commercial lot whereon such business advertised is conducted or such products are sold.

17. No buildings, fences, or other improvements, except trailer homes, shall be erected, placed, or altered on any lot until the constructions plans and specifications, and a plan showing the location of the structure on the lot, have been approved by an architectural control committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to finish grade elevation. Nothing in this paragraph is intended to restrict the individual's preference of style of design of carports, patios, fences, landscaping, etc., but is a control to restrict any tendency to downgrade the area or values of the property. The architectural control committee will be composed of the Declarant.

18. No building, mobilhome or other improvement shall be erected or maintained upon any portion, parcel or lot, which has a reflective roof or is of an offensive color.

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

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BIGHORN INVESTMENTS, INC.,

By: Jack W. Bay, President

Robert W. Hass, Secretary

STATE OF NEVADA)
) ss.
County of Ormsby)

On this 28th day of September, 1964, personally appeared before me, a Notary Public in and for said County and State, JACK W. BAY and ROBERT W. HASS, known to me to be the President and Secretary of the Corporation that executed the foregoing instrument, and upon oath, did each depose that he is the officer of said Corporation as above designated. That he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the Corporate seal of said Corporation; that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures; and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires: 6/1/1967

Notary Public, in and for said County and State

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Recorded at Request of Jack W. Bay
On NOV 9 1964 At 45 Min. Past 4 P. M.
Official Records of Douglas County, Nevada. Fee 7.00
Ethel N. Schacht, Recorder. By Ethel N. Schacht