APNs:

049-710-01 through 049-710-04

(Continued on Next Page)

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Requested By
SOUTHWEST VISTAS HOMEOWNERS
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: $41.00 RPTT: $0.00
Page 1 of 45

AFTER RECORDING MAIL TO:

Southwest Vistas Homeowners Association
c/o Equus Management
5480 Reno Corporate Drive
Reno, NV 89511

Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Southwest Vistas Homeowners Association

Pursuant to NRS 239B.030, I affirm that this document does not include the social security number of any person.

Donna A. Zamuth

APNs Continued

049-721-01 through 049-721-09
049-721-12 through 049-721-14
049-721-16 through 049-721-28
049-721-30 through 049-721-39
049-721-41 through 049-721-42
049-722-01 through 049-722-02
049-722-05 through 049-722-08
049-722-10 through 049-722-18
049-722-20 through 049-722-21
049-723-01 through 049-723-04
049-724-01 through 049-724-06
049-725-01 through 049-725-11
152-041-01 through 152-041-05
152-181-01
152-181-03 through 152-181-05
152-182-02 through 152-182-12
152-183-01 through 152-183-07
152-183-09 through 152-183-10
152-183-13 through 152-183-25
152-183-27 through 152-183-28
152-184-01 through 152-184-08
152-185-01 through 152-185-05
152-191-02 through 152-191-03
152-192-02 through 152-192-24
152-193-02 through 152-193-12
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152-511-01 through 152-511-05
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152-512-04 through 152-512-07
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152-641-01 through 152-641-06
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152-653-08 through 152-653-10
152-691-02 through 152-691-10
152-692-02 through 152-692-13
152-701-01 through 152-701-15
152-741-02 through 152-741-06
152-741-08 through 152-741-14
152-791-01 through 152-791-07
152-792-01 through 152-792-09
152-793-01 through 152-793-06
152-801-01 through 152-801-07
152-802-01 through 152-802-02
152-803-01 through 152-803-05
152-804-01 through 152-804-02
152-811-01 through 152-811-02
152-812-01 through 152-812-02
152-812-04 through 152-812-10
152-813-02 through 152-813-04
152-813-06 through 152-813-10
152-831-02 through 152-831-06
152-832-01 through 152-832-07
152-842-01 through 152-842-27

Welcome homeowner to Southwest Vistas, a beautiful small common-interest suburban Reno community in the foothills of the High Sierras. In accordance with Nevada Revised Statutes, Chapter 116, by virtue of your ownership of a Lot you are agreeing to restrictions on how you can use your property. These restrictions are contained in the following document known as the First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs), which become a part of the title to your property, as is the case with all residential properties in this community. These CC&Rs bind you and future purchasers of your property whether or not you have read them or had them explained to you.

These CC&Rs, together with other "Governing Documents" (such as the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and Architectural and Landscaping Guidelines), are intended to preserve the character and value of properties in the community. They may also restrict what you can do to improve or change your property and limit how you use and enjoy your property. The topography of Southwest Vistas provides offsite views of Reno, the mountains to the southwest and significant views onsite of Thomas Creek. As a result, an extensive Design Standards document was approved by Washoe County with the stated intention to provide specific building envelopes which vary the setbacks from the street, limit the building heights, and generally protect the views for the other residents through open space and between Lots.

By purchasing a property encumbered by CC&Rs, you are agreeing to limitations that could affect your lifestyle and freedom of choice. Southwest Vistas has a homeowners association with a Board of Directors elected and controlled by property Owners like yourself who are responsible for the day to day operation and management of the community. The Board appoints volunteers for committees who assist with this responsibility.

Southwest Vistas operates on democratic principles. Although the actions of the Association and its Board are governed by state laws, the CC&Rs and other documents that regulate the common-interest community, decisions made by these persons will affect your use and enjoyment of your property, your lifestyle and freedom of choice, and your cost of living in the community.

You may not agree with decisions made by the Association or its governing bodies even though the decisions are ones which the Association is authorized to make. The Board encourages you to use the democratic process of the Association to elect Board members who are more responsive to your needs. This is your community. We welcome you to get involved.

The Nevada Revised Statutes (NRS) are available on line at the Internet address
https://www.leg.state.nv.us/NRS/NRS-116.html

Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Southwest Vistas Homeowners Association

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Amended and Restated Declaration
of
Protective Covenants, Conditions and Restrictions
of Southwest Vistas Homeowners Association

RECITALS

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions is made on the 25th day of July, 2018, for and by Southwest Vistas Homeowners Association, a Nevada non-profit corporation.

Whereas, on November 21, 1995, NevDex, Inc., a Nevada corporation and NevCon, Inc., Nevada corporation (collectively "Declarant") recorded the Declaration of Protective Covenants Southwest Vistas in the Office of the Washoe County Recorder, as Document No. 1944057, Book 4436, Page 0878 creating a planned community, located in Washoe County, Nevada, containing a maximum of 376 Lots ("Original Declaration");

Whereas, on September 14, 2006, following the affirmative vote of the requisite percentage of the voting power of the Association, the Southwest Vistas Homeowners Association ("Association") recorded the First Amendment to the Declaration of Protective Covenants of Southwest Vistas in the Office of the Washoe County Recorder as Document No. 3438544 amending certain residential restrictions of the Original Declaration;

Whereas, on November 1, 2006, the Association recorded in the Office of the Washoe County Recorder Document No. 3458199, the First Amendment to the Declaration of Protective Covenants of Southwest Vistas superseding and replacing Document No. 3438544 amending certain residential restrictions of the Original Declaration;

Whereas, on September 20, 2010, following the affirmative vote of the requisite percentage of the voting power of the Association, the Association recorded the Second Amendment to the Declaration of Protective Covenants of Southwest Vistas in the Office of the Washoe County Recorder as Document No. 3924023 amending the building height residential restriction of the Original Declaration;

Whereas, pursuant to the Original Declaration and NRS 116, on July 24, 2018, the Members of the Association, constituting at least a majority of the total voting power of the Association have voted in favor of amending and restating the Original Declaration;

Whereas, the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Southwest Vistas Homeowners Association ("Declaration") shall supersede the Original Declaration and all amendments thereto and shall upon recordation apply prospectively to all persons and property subject to the Declaration;

NOW THEREFORE, the Association declares that all of the real property described in Exhibit A, consisting of the Lots and Common Area parcels in Southwest Vistas, are held and owned and shall be held, owned, operated, managed, conveyed, assigned, rented, hypothecated, encumbered, leased, used, occupied and improved subject to the following Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Southwest Vistas Homeowners Association, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving and enhancing the value, desirability and attractiveness of the real property and every part thereof and of fostering the development, management, improvement, enjoyment, use and sale of the real property and any part thereof;

It is further declared that the limitations, easements, covenants, restrictions, conditions, the lien and charges run with the land and are binding upon all parties having or acquiring any right, title or interest in that certain real property constituting Southwest Vistas;

It is further hereby declared that all of the Declaration herein set forth shall constitute enforceable equitable servitudes as defined in Nevada law and shall constitute covenants that shall run with the real property and shall be binding upon and inure to the benefit of each Owner of any portion of the real property or of any interest therein, each party having or acquiring any right, title or interest in and to the real property or any part thereof and their heirs, successors and assigns; and

It is further hereby declared that each Owner, by acceptance of a deed to a Lot, shall be deemed to have agreed, for any and all purposes, for Owner and for the members of Owner's family, Owner's contract purchasers, tenants or lessees, guests, invitees and/or licensees to abide by, and to be bound by, each and every provision of this Declaration which subjects such Owner or other person to a contractual or other duty, obligation or agreement for the benefit of the other Owners of Southwest Vistas, either individually or as a class, Southwest Vistas Homeowners Association or the public generally, regardless of whether the deed refers specifically to this Declaration or to any such duty, obligation or agreement.

I. DEFINITIONS

The following terms as used in this Declaration are defined as follows:

A. Architectural Control Committee or ACC. Architectural Control Committee of Southwest Vistas Homeowners Association.

B. ACC Guidelines or Guidelines. Architectural and Landscaping Guidelines are the standards and procedures drafted by the ACC and approved by the Board relating to the design, construction and landscaping criteria for all exterior Improvements on all Lots within Southwest Vistas as may be amended from time to time.

C. Articles. The Articles of Incorporation of the Association, as filed with the Nevada Secretary of State, and any amendments thereto.

D. Association. Southwest Vistas Homeowners Association, the common-interest community, which is a Nevada nonprofit corporation.

E. Board. The Executive Board of Directors of the Association.

F. Bylaws. The Bylaws of the Association and any amendments thereto.

G. Capital Improvement. The acquisition or installation of a new asset with a useful life of five (5) or more years and a cost of twenty-five percent (25%) or more of the annual operating budget.

H. Committee. The Architectural Control Committee ("ACC") of Southwest Vistas. See Section IV.

I. Common Area. All of the real property designated herein as such or in any Final Maps and all real property acquired by the Association, along with all Improvements which may at any time be constructed thereon and owned by the Association, including, but not limited to recreational and community facilities, landscaping, paths, trails, drainage and flood control facilities and detention basins.

J. Construction Plans. A set of drawings and specifications for the construction of a residential or non-residential building(s).

K. Declaration. This Amended and Restated Declaration of Protective Covenants, Conditions & Restrictions and any amendments thereto made by Southwest Vistas, a Nevada corporation, and approved by its Members.

L. Development. All that property situated in the County of Washoe, State of Nevada, described in Exhibit "A."

M. Exhibit A or Final Maps. The final subdivision tract maps, recorded in the Office

of the Washoe County Recorder, depicting all the real property located within the exterior boundaries of Southwest Vistas including: SOUTHWEST VISTAS - Unit 1, on June 27, 1995 as Document No. 1903845, as Tract Map No. 3157; SOUTHWEST VISTAS-Unit 2, on June 18, 1997, as Document No. 2109759, as Tract Map No. 3401; SOUTHWEST VISTAS- Unit 3, on January 15, 1999, as Document No. 2297067, as Tract Map No. 3622; SOUTHWEST VISTAS - Unit 4A, on December 29, 2000 as Document No. 2512145, as Tract Map No. 3905; SOUTHWEST VISTAS - Unit 4B, on June 21, 2001, as Document No. 2565745, as Tract Map No. 3967; SOUTHWEST VISTAA - Unit 4C, on January 22, 2002, as Document No. 2642704, as Tract Map No. 4039; SOUTHWEST VISTAS-Unit 5, on November 7, 2001, as Document No. 2614353, as Tract Map No. 4019; SOUTHWEST VISTAS-Unit 6, on August 8, 2002, as Document No. 2720324, as Tract Map No. 4189; SOUTHWEST VISTAS-Unit 7, on April 14, 2003 as Document No. 2836981, as Tract Map No. 4189.

N. Governing Documents. The documents governing the administration and operation of the Association as these documents may be amended from time to time, namely: Southwest Vistas Articles of Incorporation, Bylaws of Southwest Vistas Homeowners Association, this First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions, Rules and Regulations, and ACC Guidelines.

O. Improvements. All buildings, structures and appurtenances thereto of every type and kind, including but not limited to: the dwelling, outbuildings, trails, pathways, driveways, parking areas, fences, retaining and other walls, landscaping, light standards, antenna and any grading, excavation, filling or disturbance to the surface of the land.

P. Lot. Any numbered Lot as designated on the Final Maps within Southwest Vistas including the Dwelling and any other Improvements thereon.

Q. Majority. The vote of more than half of the total voting power of the Association. The Association consists of 376 Lots. Each Lot is allocated one vote. Therefore, a majority is 189 votes.

R. Notice. Any notice the Association is required to deliver pursuant to NRS 116 or the Governing Documents shall be deemed delivered: (1) if by mail, three (3) calendar days following the date after a copy of the notice has been deposited in the United States mail, postage prepaid, addressed to the person at the mailing address given by such Owner to the Association or to the Lot address if

no address has been given to the Association; (2) if by electronic mail, the date the electronic mail was sent to the electronic mail address designated by the Owner to the Association for this purpose; or (3) if by hand delivery or commercial delivery service, the date of the signed receipt or tracking report, or the date on which the person delivering the notice affirms delivery in an affidavit for this purpose. Each Owner is responsible for providing written notice to the Association of any change in the Owner's mailing and/or electronic mail address.

S. NRS 116. Nevada Revised Statutes, Chapter 116, the statute which regulates common-interest communities such as Southwest Vistas.

T. Owner or Member. Any person or legal entity, who holds fee simple title to any Lot within Southwest Vistas. Owner does not include the Association.

U. Single Family Dwelling. A residential structure for the Owner and immediate family, including parents, casual guests and domestic servants and domestic employees, which dwelling is constructed on a Lot designated as a single family residential Lot.

V. Southwest Vistas. All real property as described in Exhibit A, situated in the County of Washoe, State of Nevada, for which Final Subdivision Maps have been recorded.

W. Supplemental Declaration. Any Supplemental Declaration recorded by the Declarant annexing real property into the Association which includes a description of the real property covered and the designated uses of such property.

II. LAND USE AND RESIDENTIAL CONSTRUCTION RESTRICTIONS

A. Permissible Use. Lots and Common Area described in Exhibit A and in any Supplemental Declaration shall be designated as to their permissible uses and become subject to the Declaration. Except as otherwise provided herein, only activities connected with the designated uses may be carried out on any Lot or Common Area.

1. Accessory Outbuildings. No accessory outbuildings (e.g. garages or sheds) shall be placed on any Lot prior to the construction of the main Single Family Dwelling ("Dwelling"). In no event shall any temporary structure or trailer or

tent ever be used for human occupancy or habitation. Guest houses or servants quarters approved in writing by the ACC as an accessory outbuilding may be used for human occupancy or habitation. Unattached accessory outbuildings may be placed on a Lot only as approved in writing by the ACC.

2. Building Envelope. The building envelope is based upon the topography of the Lot, its relationship to neighboring Lots, and any unique feature that the Lot may have such as trees, views, etc. The size and shape of the building envelope may vary from Lot to Lot. In general, all building construction shall be confined to the building envelope area.

   If, in the opinion of the ACC, the building envelope shall cause the Lot Owner undue hardship in the siting of his Dwelling or in the case of any outbuilding requested by the Owner and deemed desirable by the ACC, variances may be granted consistent with the intent of this Declaration and the ACC Guidelines. Notwithstanding the foregoing, no variance may be granted that would be contrary to Washoe County setback requirements.

   The building envelope section of the Southwest Vistas Tentative Map is available at the Washoe County Recorder's Office. It presents the evaluation criteria that form the basis for establishing building envelopes, and thus the basis for considering a variance request.

3. Height Limitations. Except as already constructed, all Dwellings shall be single story, the apex of which shall not exceed twenty-six feet (26') in height and shall be compatible to the design and construction of existing Dwellings. Regardless of any other provisions in this Declaration, there may be no waiver of the requirement that all Dwellings must be single story. Building height limitations have been established in order to consider and conserve views for all neighbors.

No vegetation, Improvement or other obstruction shall be planted, constructed or maintained on any Lot or Common Area in such location or of such height as to unreasonably obstruct the view from any other Lot. Each Owner of a Lot and the Association shall be responsible for periodic trimming, pruning and thinning of all hedges, shrubs and trees located on such Lot or Common Area so as not to unreasonably obstruct the view of other Owners.

No Owner shall be required to remove or alter any vegetation or other Improvement approved prior to the effective date of this amended

Declaration unless such vegetation is diseased, damaged or dead or such other Improvement is damaged or destroyed.

4. Driveway and Limited Access.

   a. Driveway cuts onto Southwest Vistas roads will be limited to one (1) per Lot, unless otherwise approved by the ACC. Common driveways require the approval of the ACC and recordation of a legal easement between the Lot Owners prior to approval.

   b. Notwithstanding the foregoing, on all Lots in excess of two (2) acres in size, all driveways will be circular driveways or have adequate turn-around space so as to ensure that no vehicles will back out onto Ventana Parkway.

   c. There shall be no driveway access across one Lot to another Lot and no vehicular access to any Lot on the perimeter of the Development except from designated streets or roads as shown on the Final Maps. No Lot shall be used for parking except upon approved driveways and in approved garages. No Lot shall be used for storage of materials, machinery, vehicles or other structures, except in conjunction with approved construction upon that Lot. No person shall drive vehicles or operate machinery upon any landscaped or non-paved area of a Lot except as required for approved construction on the Lot, maintenance or repair of the Lot and any Improvements thereon, or equestrian related uses on that Lot.

5. Exterior Colors and Materials. Colors and materials must harmonize with the earth tone surrounding landscape and all colors and materials are subject to prior written approval by the ACC. All reflective materials such as flashings, exhaust vents, steel doors, door frames and gutters shall be painted to match or blend with surrounding building materials.

   a. Chimneys. All chimneys must be of wood, brick, stone or stucco with architectural chimney caps. Chimneys must be of materials and of such color as to blend in aesthetically with the Dwelling and will be subject to approval by the ACC.

   b. Roofs. Roofing materials as may already exist in Southwest Vistas shall be acceptable in a color suitable to the aesthetics of the community. With the exception of patio covers, flat roofs are prohibited.

c. Vents. Vents on the roof must be painted in accordance with roof color and blend aesthetically. Side vents must be painted the same as the stucco or the trim.

d. Walls/Trim. All exterior Dwelling walls shall be of stucco material. All trim is required to be of natural wood, natural stones, stucco, brick or other materials deemed in character with Southwest Vistas.

6. Garage Construction. Every Single Family Dwelling constructed in Southwest Vistas shall have on the same Lot a completely enclosed and covered automobile storage space for at least three (3) automobiles. Carports and detached garages are not allowed.

7. Lighting Construction. All exterior lighting plans must be submitted with construction plans and approved by the ACC except for low voltage and solar landscape lighting. No light shall be suspended from a pole in excess of twelve (12) feet from the ground except those owned by the Association, Washoe County, or as expressly approved in writing by the ACC.

8. Minimum Area. Each Dwelling constructed shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, guest houses or other outbuildings) of not less than 1,900 square feet.

9. Removal of Plants & Earth Materials. All removal of rocks, trees, shrubs or other natural vegetation must be shown on the construction plans and approved by the ACC. Areas to be left undisturbed must be shown on construction plans.

10. Single Family. Only Single Family Dwellings and such accessory outbuildings as may be approved by the ACC and Washoe County shall be permitted on any Lot.

11. Solar Panels. Location, color, heat and light reflectance attributes will be subject to review and approval by the ACC.

12. Structure Limitations. No used or existing, previously constructed, or temporary structure of any form intended for use as a Dwelling or outbuilding, shall be placed on any Lot.

13. Traffic Impact Fees. All Lot Owners are hereby notified by a copy of this Declaration that at the time of obtaining a Building Permit for any structure to be located on any Lot, the Owner may be required to pay a traffic impact fee to Washoe County in the amount of the then applicable policy or ordinance of Washoe County.

14. Window Coverings. Standard window coverings are required on all street facing windows including garage windows. Window covering colors which face the outside must be consistent for the Dwelling as a whole and comprised of white, neutral or light pastels such that no attention is called to the windows. No sheets, blankets or other temporary coverings are permitted. Window coverings shall not deter from the aesthetics of the Development.

E. Re-subdivision or Joinder of Lots; Severance. No Lot shall be further subdivided nor shall there be any severance of the surface and subsurface rights. The Owner of two or more contiguous Lots may apply to the ACC for permission to use such Lots as the site of a single Dwelling. Notwithstanding such permission, said Lots shall remain as separate Lots for all purposes except as set forth in the section pertaining to Building Envelope.

F. Common Areas. All areas in the Southwest Vistas designated on the Final Maps as Common Areas, shall remain private property owned and maintained by the Association and cannot be sold, unless as part of terminating the Association pursuant to NRS 116. It shall be the responsibility of the Association, through its Board, to preserve the character and value of Southwest Vistas with consideration not to obstruct homeowners' views. Common Area landscaping shall meet the same standards as that of Lot landscaping, as determined by the Board in its sole discretion.

1. Ownership. All Common Areas depicted on the Final Maps have been conveyed to the Association free and clear of all liens and encumbrances but subject to such easements and rights of way that appear in public record.

2. Use. The use and enjoyment of said Common Areas and Improvements thereon, shall be subject to the powers of the Association as set forth in this Declaration, its Articles, Bylaws, and Rules and Regulations governing the use of such Common Area and Improvements as from time-to-time may be adopted by the Board.

3. Maintenance. Maintenance of such Common Areas and repairs to any

Improvements thereon shall be the obligation and responsibility of the Association. No trees, shrubs, lawns, fences or any other Improvements within the Common Area shall be altered or removed without the express permission of the Board.

4. Subsequent Dedication. Southwest Vistas may not offer for dedication any of the Common Areas of the Association. Notwithstanding the foregoing, a governmental entity may acquire Common Area or a portion of Common Area by eminent domain and the Association shall not be required to oppose such taking for a public purpose.

III. USE RESTRICTIONS

A. Animals. No domesticated or wild animals shall be kept or maintained on any Lot except the usual household pets not kept for commercial purposes, which shall be kept reasonably confined so as not to become a nuisance. All animals must be under the control of the owner at all times. All County ordinances, including leash laws, shall be observed. Owners are responsible for cleaning up after their pets. Household pets shall not unreasonably interfere with the comfort, privacy or safety of other Owners. No Lot shall have more than four (4) such household pets. The Board may adopt reasonable Rules defining "household pets" and further regulating the keeping of such animals within the Development.

Notwithstanding the foregoing, horses shall be allowed only on Lots which are two (2) acres or larger, provided that barns, corrals, fencing and stables are in place, subject to the review and approval of the ACC. The ACC shall only approve facilities for horses on Lots where there will not be a material adverse impact on adjoining Lots and Owners.

B. Antennas. Consistent with Federal Communications Commission ("FCC") regulations, the following types of antennas may be installed on a Lot without prior ACC approval: (1) a dish antenna one meter (39.37") or less in diameter, which is designed to receive direct broadcast satellite service or to receive or transmit fixed wireless signals via satellite; (2) an antenna one meter or less in diameter or diagonal measurement designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and (3) an antenna designed to receive local television broadcast signals ("Covered Antenna"). No person may install a Covered Antenna so that the Covered Antenna or any mast supporting it extends into Common Area or another Owner's Lot. Unless an acceptable quality

signal cannot be obtained, Covered Antennas shall be installed in the Association's preferred locations which are, in order of preference: (1) rear elevation and (2) side elevation. The ACC may adopt reasonable Guidelines which do not unreasonably delay or prevent the use of a Covered Antenna; unreasonably increase the cost of a Covered Antenna; or preclude a person from receiving or transmitting an acceptable quality signal from a Covered Antenna. Antennas for shortwave or ham radio installations shall not be installed so as to be visible on any Lot.

C. Basketball Hoops, Sports & Recreational Equipment. No basketball backboards or hoops shall be attached to any Dwelling and no pole supporting a basketball backboard or hoop shall be located in the front portion of any Dwelling on any Lot. This paragraph shall not be deemed to prohibit portable basketball hoops. Sports and recreational equipment (including basketball hoops) shall be stored out of view from the street when not in use. No sports or recreational equipment shall be stored or placed on any street or sidewalk. All sports and recreational equipment must be maintained in good condition and not allowed to deteriorate.

D. Bullying. Willful engagement in a course of conduct which exposes another person once or repeatedly to threats or harassment which, in the opinion of the Board, are highly offensive to a reasonable person, as defined below, constitutes bullying. Persons covered under NRS 116 and this section of the Declaration, shall not willfully or without legal authority threaten, harass or otherwise engage in a course of conduct, which causes harm or serious emotional distress, or the reasonable apprehension thereof, or creates a hostile environment to persons whom the statute protects. The statute protects the community manager, the manager's agents or employees, Board members, Officers, employees or agents of the Association, Owners and the Owners' guests or tenants.

E. Clotheslines. No clothesline shall be constructed, erected or improvised on the Lot.

F. Commercial Enterprise. No business or commercial enterprise shall be operated or conducted upon any Lot or the Common Area, to the extent that such business involves the use or display of vehicles, signage, or materials outside of the Dwelling or significantly increases vehicular traffic or noise in the Development. No Lot shall be operated as a commercial venture. Nothing in this section shall prevent an Owner of a Lot from renting the Dwelling. Short term rentals are not allowed. Leases must be a minimum of 30 days or as required by state or local law, whichever is greater.

G. Disposal.

1. Sanitary Waste. All permanent plumbing fixtures, dishwashers, toilets and garbage disposal systems shall be connected to the sanitary sewer system in the Development.

2. Trash and Garbage. There shall be no exterior burning of trash, garbage or other like household refuse, nor shall any Owner accumulate on his Lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

All waste and refuse must be placed in closed containers or sealed bags at the curb on the evening before or the morning of scheduled pickup. Recyclable materials must be set out in approved containers. Containers or bags must be adequately secured to prevent spillage during high winds and to minimize animal intrusion. Owners must make every effort to collect garbage which spills due to weather or animals. Containers must be stored out of sight from any street, Lot or Common Area within 24 hours after pickup.

H. Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any Lot other than excavation for necessary construction purposes relating to a Dwelling, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping, and landscaping, or in the erection of permitted fencing generally improving any Lot.

I. Fences/Walls. All fences shall be constructed of wrought iron, wood split rail, stucco or wood panels. No one Lot can have more than two types of fencing. The front yard of each Lot, defined as the area from the front façade of the Dwelling to the street, shall be kept free and open of any fencing, walls or barricades. There shall be no yard fences or walls over six (6) feet in height when measured from the natural slope or leveled pad. There shall be no chain link, woven wire or any type of free standing wire fence within Southwest Vistas except as required by governmental authorities or for back/side yard pet enclosures and swimming pools.

All Fences/Walls require ACC approval prior to installation and detailed plans to scale shall be submitted to the ACC, per the ACC application. Nothing

herein shall prevent necessary construction of retaining walls required by topography as approved and/or required by the ACC and Washoe County.

J. Fire Pits. Open fire pits must be approved by the ACC. Fire pits must be attended when lit and must be carefully supervised against runaway fires in windy conditions. The construction and operation of all fire pits must be in compliance with applicable fire codes.

K. Flags. The flag of the United States of America and of the State of Nevada may be displayed in accordance with Title 4 United States Code (USC) Chapter One and pursuant to NRS 116 and any amendments thereto.

1. With the exception of flags which are temporarily flown as part of a seasonal, holiday or sport declaration, all other flags must have ACC approval.

2. In-ground flag pole locations require ACC approval.

L. Garage Use.

1. Garage doors must be kept closed except when garage is actively in use.

2. Two Garage sales per year per Lot are permitted. Items for sale may be neatly displayed in the driveway during the day(s) of the sale only. Not more than four (4) appropriate signs may be posted within Southwest Vistas indicating the time, place and directions and all signs must be removed at the end of the last day of each sale.

M. Holiday Decorations. Holiday decorations may be displayed 30 days prior to the appropriate holiday, after which the Owner shall remove them within 30 days after the appropriate holiday. Extensive displays involving significant noise or lighting shall not be permitted if they violate the Noise, Nuisance and/or Peaceful Enjoyment provisions of this Declaration.

N. Lighting Use. All exterior lighting must not be a nuisance to neighbors and must be submitted to and approved by the ACC with construction plans. No lighting shall:

1. Be so bright as to illuminate the interior or exterior of adjacent Dwellings.

2. Obstruct or interfere with the vision of motorists.

O. Mailboxes. Mailboxes shall be of materials and colors in accordance with the requirements of the U.S. Postal Service. Individual mailboxes are not allowed except in cases of handicap access.

P. Maintenance of Lot. Whether Lots are improved or vacant, occupied or unoccupied, all Improvements including, but not limited to, the exterior of the Dwelling, all outbuildings, lawns, pools, and landscaping shall be maintained in accordance with its approved plan and in a clean, neat, orderly, well-groomed manner so as to prevent it from becoming unsightly, unsanitary, a nuisance or a hazard to health. Owners shall ensure that adjacent roadways, sidewalks and curb areas of the Lot are kept clear for safe access and to avoid fire hazard. All fences, fixtures, outbuildings and Dwellings shall be maintained to original condition as reasonably possible.

If not so maintained, the Association shall have the right, but not the obligation, after Notice and hearing, to remedy the unsightly, unsanitary or hazardous condition within not less than thirty (30) days after the Association mails a hearing outcome letter finding a nuisance to exist. The Association may also levy fines.

The Association shall mail a hearing Notice to the Owner at the address which the Association has on record alleging that the Owner has failed to maintain the Lot. Such Notice shall state the steps the Owner must take to correct the violation and notify the Owner that if the Owner does not correct the violation within such period of time as the Board may allow, the Association may levy fines or undertake the work to correct the violation and charge the costs to the Owner as a Special Assessment. Neither the Association nor any of their agents, or contractors shall be liable for any damage which may result from any maintenance work as performed, nor shall the Association or any of its agents, be liable for any failure to exercise the right to also maintain any Lot.

Q. Motor Vehicle Operation & Pathway Use. With the exception of emergency and authorized maintenance vehicles, no motorized vehicles shall be operated in any area within Southwest Vistas except on a street or driveway. Bicycles and motorized vehicles (including but not limited to motorized scooters, etc.) are specifically prohibited on all paths, trails, walkways or other Common Areas. Notwithstanding the foregoing, wheelchairs, mobility scooters or other similar motorized devices, which make the Common Areas accessible to persons with

disabilities, are permitted. Pedestrians, pedestrians with strollers, and pedestrians with their household pets may use the pathways; however, horses are not permitted.

R. Nuisances. No noxious, offensive, dangerous or unsafe activity shall be conducted anywhere in the Development, nor shall anything be done, either willfully or negligently, which may be or become an annoyance or nuisance to, or poses a threat to the health, safety, and/or welfare of the other Owners or occupants. No Owner, resident or invitee shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, quiet use and enjoyment of other Owners or residents. No use that is reasonably deemed immoral, improper, offensive or unlawful by the Board may be made of the Development or any portion thereof. Owners, residents and invitees shall comply with and conform to all applicable Laws. The violating Owner shall hold harmless the Association and other Owners from all fines, penalties, costs and prosecutions for any violation or noncompliance.

No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, uncovered compost materials, and similar matter shall be permitted on any Lot or portion, thereof. No noise or noxious odors shall be permitted on any Lot or Common Area so as to be offensive or detrimental to any other Lot or the occupants thereof. The hours between 10:00 pm and 7:00 am shall be "quiet hours," and residents shall neither create nor allow persistent noise which would tend to disturb the peace of neighbors including without limitation, loud music, the operation of landscaping equipment, machinery, or noisy pets.

S. Parking. No trailer of any kind, motor home (R.V.), boats or other recreational equipment shall be parked on a street or driveway for more than forty-eight (48) consecutive hours. The Association may grant additional time of up to five (5) consecutive days within a thirty (30) day period upon request and for good cause. All trailers, RVs, boats, vehicles or other recreational equipment shall be parked in an area that is intended for the parking of vehicles. Vehicular parking restrictions on Ventana Parkway are in accordance with County law.

Recreational vehicles and vessels and commercial vehicles including, by way of example, ATVs, travel trailers, motor homes, panel vans or large trucks, boats, boat trailers, tractors, camper trailer units, truck campers, caravan tops which are separate from a vehicle, motorized camper homes and horse trailers, except as expressly permitted herein or by ACC approval, may only be stored

within garages or in an ACC-approved enclosed structure. Notwithstanding the foregoing, passenger cars and trucks as well as utility service vehicles, law enforcement and emergency service vehicles meeting the requirements of NRS 116, may park on the street in any area where parking is not restricted or on the driveway.

T. Peaceful Enjoyment. No use of any Lot or structure within Southwest Vistas shall annoy or adversely affect the use, value, occupation, views and enjoyment of adjoining Lots or the general neighborhood. Final determination within these bounds shall be left to the discretion of the Board, in accordance with the limitations imposed by NRS 116.

U. Sheds. All sheds and placement must be approved by the ACC.

1. Sheds shall not exceed a finished height of eight (8) feet nor exceed 150 square feet in overall area.

2. The color of siding, roof and trim must blend with the colors of the house.

3. Sheds shall be limited to two (2) units per Lot.

4. Placement shall be in accordance with County setback regulations.

V. Signs and Addresses. No signs shall be permitted except as specified in this section. An exception may be granted by the Board upon application.

1. Home addresses shall be easily viewable from the road and of such design consistent within Southwest Vistas.

2. Political signs shall be consistent with NRS 116.325 and any amendments thereto. A resident shall not exhibit more than one sign for each candidate, party or ballot question and political signs shall not exceed two feet by three feet (2' x 3') in size.

3. Security /burglar deterrent or warning signs are permitted provided they are no larger than one (1) square foot in area and no higher than twenty-four (24) inches from the prevailing ground plane. A maximum of two (2) signs are allowed, with only one sign to be located on any side of the Lot.

4. One real estate sign may be displayed in the front yard of the Lot provided

that for a corner Lot, a maximum of two (2) real estate signs may be displayed with one sign to be located in the front yard and the other sign in the side yard abutting the street. Signs not meeting the standards of size and other specifications or not approved by the Board may be removed from the Lot.

5. All real estate signs shall be single or double sided, white in color with black or green lettering with a maximum area of eight hundred (800) square inches and the longest dimension not greater than thirty-six (36) inches. The Board may adopt additional Rules regulating real estate signs.

6. Team sports signs, banners or seasonal signs may be displayed only during the specific season or sporting event.

W. Storage.

1. Travel Trailers and Motor Homes. Travel trailers and motor homes shall be stored in a completely covered garage so as not to be visible from any street, Lot or Common Area.

2. Boats and Trailers. Boats and trailers shall be stored in a completely covered garage, provided that one (1) low-lying boat on a trailer may be stored on a Lot in such a manner that it is not visible from the street in the front of the Lot.

3. Fuel Storage Tanks. Fuel storage tanks shall not be allowed.

4. Unused Items. Except as provided otherwise, waste containers, bicycles, wading pools, toys and other similar items shall be stored safely and out of view from the street and adjacent Lots when not in use. ACC approved trampolines, storage sheds, and similar structures shall be anchored to the ground to prevent damage to neighboring Lots.

X. Utility Lines. With the exception of those major utility lines existing as of July 1994, all utility lines and connections within the Development shall be placed underground.

IV. THE ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall have the authority over all exterior changes to any Lot. It shall be the responsibility of the Committee to maintain the

character, views and value of the Development, as intended by the Declarant and set forth in the TM8-14-94 Plan on file with Washoe County.

A. Committee Membership. The Committee shall be composed of not less than five (5) nor more than seven (7) members who are Owners occupying their Dwelling. Subject to Board approval, the committee may utilize appropriate professionals, such as attorneys, landscape designers, or architects, to advise the Committee on matters outside the expertise of its members. The ACC shall meet as required to timely perform its duties hereunder. A quorum, being a majority, of the ACC is present for purposes of determining the validity of any action taken at a meeting of the ACC only if individuals entitled to cast a majority of the votes on the Committee are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Committee members present is the act of the ACC.

The Board shall appoint members to the ACC. Membership terms shall be three (3) years with staggered year commencement dates. No Committee member shall serve more than one (1) term without being reappointed to the Committee by the Board. Any vacancies shall be filled by the Board by appointment and that member shall serve the remaining term of the vacancy filled. The Board shall have the sole authority to remove ACC members from the Committee, with or without cause.

B. Guidelines. The Association's Governing Documents include the ACC Guidelines which are applicable to all Lots in Southwest Vistas. The Committee may recommend amendments to the Guidelines, which the Board may approve, reject or approve with modifications. Consistent with NRS 116, Members may have access to the Guidelines before Board approval upon written request to the Community Association Manager. The Guidelines may be more restrictive (not less restrictive) than the provisions set forth in this Declaration, provided that the Guidelines are not contrary to the Declaration. Any amendments to the Guidelines shall become effective thirty (30) days from the postal date of mailing to the Owners.

The Guidelines shall set forth procedures and approval criteria which may include, among other things:

1. Provisions for the form and content of application;

2. Required number of copies of plans and specifications;

3. Provisions for Notice of approval or disapproval and various approval criteria.

C. Improvements. No Improvements, structure or object shall be placed, erected, installed, modified or posted on the Lots and no Improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing Improvements or planting or removal of landscaping) shall take place on any Lot within Southwest Vistas except in compliance with this Declaration and the ACC Guidelines. All Improvements constructed or placed on any Lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed in the Guidelines.

Notwithstanding the foregoing, the Guidelines may provide for limited automatic approval of certain vegetable and flower gardens or the installation and removal of perennial and annual vegetation.

An approval shall constitute a contract between the Association and the Owner and the Owner's successors and assigns until such time as the Owner or his successor or assigns obtains written approval for a modification to the same. The ACC Guidelines in effect at the time of approval, including but not limited to the provisions regarding construction penalties, shall be incorporated by reference into any approval. As a condition of approval, the ACC may require the Owner to record an agreement which shall run with the land providing notice to and binding all future Owners.

The Association, the ACC or a duly appointed representative shall have the right to inspect any Improvement, whether or not the ACC's approval has been requested or granted. In reviewing an application or while inspecting an Improvement to ensure that it is installed as approved, the Association and its managing agent, Board members, ACC members and any professionals retained by the ACC shall have a right of entry upon the Owner's Lot at reasonable times and with reasonable Notice to the Owner for the above stated purposes. Such right to inspect terminates sixty (60) days after the Owner gives written Notice to the Association that the work of Improvement is complete.

D. Restrictions on Exterior Changes. Southwest Vistas is located in a scenic area with views that are very important to Lot Owners and is often the main reason for purchasing a home.

1. Substantial Obstructions. No object, planting, vegetation or other

Improvements shall be erected, placed, constructed, planted or maintained in such location or of such height on a Lot so as, in the sole opinion of the ACC, it shall obstruct a view. Maximum height of vegetation including trees and/or Improvements shall be considered to be the apex of the homeowner's roof.

E. Timelines.

1. Failure of the Committee to act on any application, properly submitted, within forty-five (45) days of receipt shall be deemed approval of such application by the Committee. An application is properly submitted when the Owner has provided complete application forms and all required drawings, plans, specifications, colors and material samples in the quantities listed and any additional information required by the Guidelines.

2. All Improvements must be completed within twelve (12) months from date of approval, except for front yard landscaping installations which must be completed in six (6) months from the date of approval. The ACC may grant extension for good cause.

F. Grounds for Disapproval. Any ACC approval that is required under the provisions hereof may be granted or withheld in the sole and absolute discretion of the ACC and may be based on purely aesthetic considerations. In that regard, the granting or withholding of such approval shall not be subject to any objective standards or "reasonableness" or otherwise; provided, however, that the ACC's decision shall be consistent with the Governing Documents, including the Guidelines, as may be in effect at the time of such granting or withholding of approval. The Committee may disapprove any application:

1. If such application does not comply with the Governing Documents, including this Declaration and/or the Guidelines;

2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed Improvement on a Lot, Washoe County setback requirements, finished ground elevation, views, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed Improvement, the materials used therein, the kind, pitch, color or type of roof proposed to be placed thereon or other aesthetic reasons; or

3. If such application requests any construction and/or fencing between

Dwelling and street.

G. ACC Appeal. An Owner, who is dissatisfied with an ACC decision, may make a written request to appeal the ACC's decision at a hearing before the Committee in order to submit a modified proposed application and/or new information and such hearings shall be held within 45 days.

H. Appeal to Board. If an Owner believes that the ACC has failed to follow the Declaration or the Guidelines when considering the Owner's application, then the Owner may make a timely written request to appeal the ACC decision before the Board. A request for appeal is timely if the Association receives the Owner's written request within ten (10) days of the date on which the ACC hearing outcome letter was mailed. If the request for an appeal is not timely made, the decision of the ACC is final. The written request shall explain why this Declaration or the Guidelines were not properly and or consistently applied. The Owner may attend the appeal with his/her architect, builder and/or attorney, provided that the Owner shall give the Association no less than ten (10) days' Notice if the Owner intends to have legal counsel present so that the Association may arrange for its own legal counsel to attend.

The Board shall hear any appeals timely filed, subject to its right to decline to hear an appeal if the Owner has not specified how the ACC failed to properly or consistently apply the Declaration or Guidelines in the Owner's case. The Board shall review the information available to it and may consult with ACC members or request their testimony at any hearing. It may inspect the Lot or consult with any professionals, which in its opinion, will aid the Board in making a decision. The decision of the Board shall be final.

I. Variances. In considering Owner applications, the ACC shall approve those Improvements which are consistent with this Declaration and the approved Guidelines. Any variance from the Declaration or the approved Guidelines shall require Board approval. The Committee may recommend to the Board reasonable variances or adjustments from the provisions in this Declaration or the Guidelines where literal application thereof results in unnecessary hardship and if the granting hereof in the opinion of the Committee will not be materially detrimental or injurious to Owners of other Lots. No variances to Washoe County land use regulations shall be granted.

J. Certification of Compliance. At any time prior to completion of construction of an Improvement, the Committee may require a certification that such

Improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee.

K. Administrative Fees.

1. As a means of defraying its expenses, the Association may require an administrative fee as set forth in the Guidelines, to accompany the submission of architectural plans and specifications for new home construction, remodeling and additions.

2. No additional fee shall be required for the first resubmission, nor shall a fee be required for proposals that are part of the original construction.

L. Liability. Notwithstanding the approval by the Committee of plans and specifications neither the Committee, the Association, nor any person acting on behalf of any of them shall be responsible in any way for any defects in any plans or specification or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether an Owner of a Lot within the development or not, on account of any action or decision of the Committee or failure of the Committee to take any action or any decision.

M. No Waiver of Future Approvals. The ACC's approval of any application for Improvement shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal subsequently or additionally submitted for approval.

N. Construction Process.

1. Time Line. Any Improvements, once commenced, shall be pursued diligently to completion, within twelve (12) months. The ACC may extend the time for substantial completion upon a written request and explanation for the time extension showing that the delay was beyond the reasonable control of the Lot Owner.

Improvements not so completed or upon which construction has ceased for sixty (60) consecutive days or which have been partially or totally

destroyed and not rebuilt within a reasonable period shall be deemed nuisances. Except in an emergency, the Association shall have the right, but not the obligation, to remove any such nuisance or repair or complete the same at the cost of the Owner provided the Owner has not commenced the required work after the Association mails a hearing outcome letter finding a nuisance to exist.

The Association shall mail a hearing Notice to the Owner at the address which the Association has on record alleging that the incomplete Improvements constitute a nuisance. Such Notice shall include a photograph of the incomplete Improvements, state the steps the Owner must take to eliminate the nuisance, and notify the Owner that if the Owner does not remediate the nuisance within such period of time as the Board may allow, the Association shall abate the nuisance and charge the abatement costs to the Owner as a Special Assessment. Neither the Association nor any of their agents or contractors shall be liable for any damage which may result from any maintenance work as performed, nor shall the Association or any of its agents be liable for any failure to exercise the right to so maintain any Lot.

2. Procedure. Prior to the commencement to any construction activity on any Lot, the Owner and/or contractor shall rope off those areas not intended for actual construction or staging to protect the site from unnecessary damage to foliage and to reduce erosion and dust problems.

   The site shall be kept in a clean and orderly fashion at all times and the contractor shall have approved sanitary facilities on site as well as garbage dumpster or other suitable device for regular disposal of trash. No construction materials, sanitary facilities, or dumpsters shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any Common Area. Construction work hours shall be limited to 7 AM to 6 PM, Monday through Saturday. The ACC may require the contractor to submit an erosion control plan to control possible sedimentation travel to Common Areas or Lots when in the opinion of the ACC it is deemed necessary or when required by the County as a condition of project approval. If requested, this plan will be submitted prior to any construction activity and carried out diligently.

3. Signage Identifying Contractor. One sign, identifying the contractor during construction is permitted, provided its longest dimension is not greater than thirty-six (36) inches. The sign is to be on its own post and shall not be placed higher than forty-two (42) inches from the prevailing ground plane. Two such

signs shall be allowed in the case of Lots having more than one adjoining roadway, with one sign to be located on any side of the Lot adjoining such roadway. Subcontractor and material-men signs are prohibited. Contractor signs must be removed within 30-days of completion of construction.

4. Certificate of Occupancy. A Certificate of Occupancy must be issued by the Washoe County Building Department prior to occupancy of any Dwelling.

O. Lot Landscaping . All landscaping must be suitable to the character and quality of Southwest Vistas and shall be maintained to harmonize with and sustain the attractiveness of the Development.

1. New Home. Within six (6) months from the date on which the Certificate of Occupancy is issued, the Lot shall be landscaped on the front portion and within twelve (12) months on the remainder of the Lot, pursuant to approved landscape plans submitted to the ACC in accordance with landscaping requirements (see ACC Guidelines). The ACC may extend the time for completion upon a written request and explanation by the Owner.

2. Improvements. Modifications and additions to previously approved landscaping are to be completed within twelve (12) months pursuant to approved landscape plans submitted to the ACC in accordance with landscaping requirements as stated in the Guidelines. Only removals of individual plantings do not require ACC approval. Any volunteer tree or shrub not planted by human hands that begins to grow on an Owner's Lot must be promptly removed or, if the Owner desires to retain the volunteer tree or shrub, the Owner must, at the time of discovery, submit an application for Improvement to the ACC for its approval.

P. Construction Penalty. In the event that any Lot Owner fails or refuses to complete the Improvement(s) in accordance with such ACC approved construction and/or landscaping plans, the Lot Owner shall be liable to the Association for construction penalties in the sum of one hundred dollars ($100.00) per day for each day beyond the specified time for completion until the violation is fully remedied. The Lot Owner, by acquiring any Lot subject to this Declaration, and the Association, acknowledges that $100.00 per day is a reasonable estimate of the damages. The construction penalty may be levied by the Association after the Owner receives Notice of the alleged violation which informs the Owner that he or she has a right to a hearing on the alleged violation. The Association may collect a construction penalty as a Special Assessment, as

provided in Section VI of this Declaration. The Association may foreclose on unpaid construction penalties as provided in NRS 116.

Q. Enforcement. Any Improvement commenced without Committee or Board approval or not constructed in conformance with Committee approved plans, this Declaration or any applicable Supplemental Declaration shall constitute a violation of this Declaration.

1. Remedies. In addition to the remedies for violation of any portion of this Declaration and as permitted by NRS 116, the Board shall have the authority to pursue all legal and equitable remedies to enforce the provisions of this Article.

2. Litigation Costs. In the event an action is instituted to enforce any of the provisions contained in the Governing Documents, the prevailing party shall be entitled to recover as part of the judgment, reasonable attorney's fees and costs, including administrative and lien fees, of such suit. In the event the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a Special Assessment against the Lot(s) involved in the action, as well as the personal obligation of the Owner.

V. ASSOCIATION POWERS AND RESPONSIBILITIES

The Southwest Vistas Homeowners Association is a Nevada non-profit corporation which is regulated as a common-interest community pursuant to the provisions of NRS 116. It is organized to own, maintain, develop and operate the Common Areas and Improvements located thereon and to enforce the Governing Documents for the benefit of the Owners. The Association shall have such powers as are set forth herein and in its Articles and Bylaws.

A. Governance of Association. The Association shall be governed by a Board of Directors, of not less than three (3) nor more than five (5) persons, per the Articles, to be elected by the Members of the Association.

In the performance of their duties the officers and directors of the Board are fiduciaries and shall act on an informed basis in good faith and in the honest belief that their actions are in the best interest of the Association.

For all Board meetings, the presence of a majority of the Board members in person or by electronic communications, videoconferencing, teleconferencing or other available technology which allows the participants to communicate

simultaneously or sequentially shall be sufficient to constitute a quorum.

B. Owner Membership. Membership in the Association is limited to Owners of Lots as shown on recorded plats and is automatic with and appurtenant to such Ownership. No other persons may become Members. Membership may not be severed from, transferred, pledged, mortgaged or alienated except together with title to the Lot ("Prohibited Transfer"). Any attempt to make a Prohibited Transfer shall be void.

1. Allocated Interests. Each Lot is allocated one (1) vote in the Association and one (1) unit for Assessment purposes.

2. Proxy. Any Owner may give a directed written proxy to any person authorized by NRS 116 to cast the Owner's votes on any matter.

3. Cumulative Voting. The cumulative system of voting shall not be used for any purpose.

4. Joint or Common Ownership. If any Lot is held jointly or in common by more than one (1) person, the vote to which such Lot is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such Lot shall be cast, if at all, as a single unit, and neither fractional votes nor split votes shall be allowed. In the event that such joint or common Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose the right to cast their vote on the matter in question. Any joint or common Owner shall be entitled to cast the vote belonging to the joint or common Owners unless another joint or common Owner has delivered to the Secretary of the Association prior to the time for casting such vote, a written statement to the effect that the Owner wishing to cast the vote has not been authorized to do so by the other joint or common Owner or Owners.

5. Suspension of Membership Privileges. Following Notice and hearing, the Board may suspend an Owner's right to vote on matters related to the Association and the Owner right to use the Common Areas for any period during which any Assessment remains unpaid or during the period of any continuing violation of the Governing Documents, which suspension shall continue until the Owner has cured the violation. In the event that the Owner's right to use the Common Area is suspended, such suspension applies

to the Owner, the Owner's household members, tenants and guests. All Owners shall comply with Governing Documents whether or not the Owner's Membership privileges have been suspended.

C. Powers of the Association. The Association is charged with the duties and vested with all the powers prescribed by NRS 116 and the applicable non-profit corporation statute, and as set forth in the Governing Documents. Unless NRS 116 or the Governing Documents require a vote of the Membership, the Board acts on behalf of the Association. None of the Governing Documents shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. The Association may exercise all powers necessary and proper for the governance and operation of the Association, including but not limited to the power to:

1. Enforce the provisions of this Declaration and the other Governing Documents.

2. Adopt and amend Bylaws, Rules and policies which will become effective 30 days after postmarked to Owners.

3. Adopt and amend budgets, collect assessments, fines and other charges, and invest the funds of the Association as permitted by NRS 116.

4. Conduct meetings as provided in the Bylaws.

5. Hire and discharge managing agents, consultants and independent contractors.

6. Institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings.

7. Make contracts and incur liabilities.

8. Regulate the use, maintenance, repair, replacement and modification of the Common Area.

9. Cause additional improvements to be made within the Common Area.

10. Acquire, hold, encumber and convey in its name any right, title or interest to real estate or personal property pursuant to NRS 116.

11. Grant easements, licenses and concessions through or over the Common Area.

12. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Area or any services provided to Owners, including any services related to nuisance abatement.

13. Impose charges for late payment of assessments and construction penalties.

14. Impose reasonable fines for violation of the Governing Documents.

15. Impose reasonable charges for the preparation and recordation of amendments to this Declaration, statements of unpaid Assessments and document and certificates related to the resale of Lots.

16. Provide for the indemnification of its Officers and Board and maintain liability insurance for Directors and Officers.

17. Assign future income, including the right to receive assessments for common expenses, upon the affirmative vote of a majority of the total voting power of the Members.

18. Direct the removal of vehicles improperly parked on any property which the Association owns or leases.

19. Enter upon a Lot to conduct certain maintenance or remove or abate public nuisance as a final remedy to enforcement per NRS 116.

20. Exercise any other powers conferred by the Declaration or Bylaws.

VI. ASSESSMENTS AND LIENS

The Owner of a Lot, by acceptance of a deed or other conveyance, whether or not it is expressed in such deed or such other instrument, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments and Special Assessments, to be established and collected as herein provided. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and a continuing lien upon the Lot against which such Assessment is made. The Owner of a Lot, at the time an Assessment or portion thereof is due and payable, is personally liable for the Assessment. Personal liability for the Assessment shall not pass to a successor in title to the Lot unless the successor agrees to assume the

obligation. The successor in title shall be personally liable for any Annual Assessments thereafter due. No Owner may be exempt from personal liability nor release the Lot from liens and charges by waiving the use or enjoyment of any Common Areas or by abandoning the Lot.

Each Lot shall be allocated one assessment unit for common expenses, which unit is a fraction, the numerator being one (1) and the denominator being the total number of Lots within the Development. Nothing contained in this section shall prohibit certain common expenses from being apportioned to particular Lots under this Declaration, including but not limited to:

Any common expense benefitting fewer than all of the Lots shall be assessed exclusively against the Lots benefitted; and

If a common expense is caused by an Owner's misconduct, the Association may assess that expense exclusively against that Owner's Lot.

A. Annual Assessments; Budget Adoption and Ratification. Prior to the commencement of each fiscal year, which shall be January 1 - December 31 unless otherwise established by the Board, the Board shall determine the budget for the Association for such fiscal year in the following manner:

1. The Board shall, not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association, prepare and distribute to each Owner a copy of the budget for the daily operation of the Association (the "Operating Budget"). The Operating Budget must include, without limitation, the estimated annual revenue and expenditures of the Association and any contributions to be made to the reserve fund. In lieu of distributing copies of the Operating Budget, the Board may distribute summaries of the Operating Budget, accompanied by a written Notice that the Operating Budget is available for review at the Association's business office or other suitable location and that copies of the Operating Budget will be provided upon request.

2. The Association shall also establish adequate reserves, funded upon a reasonable basis, for the repair, replacement, and restoration of the major components of the common elements. The Board shall at the same time and in the same manner as the Operating Budget prepare and distribute to each Owner a copy of the reserve budget (the "Reserve Budget"). The Reserve Budget must include, without limitation: (a) the current estimated replacement cost, estimated remaining life, and estimated useful life of each major component of the common elements; (b) as of the end of the fiscal year for which the Reserve Budget is prepared, the current estimate of the

amount of cash reserves that are necessary, and the current amount of accumulated cash reserves that are set aside, to repair, replace, or restore the major components of the common elements; (c) a statement as to whether the Board has determined or anticipates that the levy of one or more Assessments will be required to repair, replace, or restore any major component of the common elements or to provide adequate reserves for that purpose; and (d) a general statement describing the procedures used for the estimation and accumulation of cash reserves, including, without limitation, the qualifications of the person responsible for the preparation of the reserve study required under this section.

3. The Board shall cause to be conducted a study of the reserves at least once every five (5) years, shall review the results of that study at least annually to determine if those reserves are sufficient, and make any adjustments it deems necessary to maintain the required reserves. The reserve study must be conducted by a person who holds a permit as required by law and must include those elements required pursuant to NRS 116 and any applicable regulations.

In the event a reserve study shows a deficiency in the reserve account for the Association, the Association may establish a funding plan that is designed to allocate the costs for the repair, replacement and restoration of the major components of the common elements over a period of years; provided the funding plan is designed in an actuarially sound manner which will ensure that sufficient money is available when the repair, replacement and restoration of the major components of the common elements are necessary. To establish or carry out a funding plan, the Board may, without seeking or obtaining the approval of the Owners, impose any necessary and reasonable Assessments against the Lots.

4. Upon determination of the Operating and Reserve Budgets for a fiscal year (collectively, "Budget"), the Board shall furnish a copy of the Budget to each Owner as herein provided (which Budget shall separately identify amounts attributable to the Operating Budget and the Reserve Budget) together with a written statement of the amount of the Annual Assessment to be assessed against the Owner's Lot for the applicable fiscal year. The Board shall set a date for a meeting of the Owners to consider ratification of the Budget not less than fourteen (14) nor more than thirty (30) days after the mailing of the Budget. Unless at that meeting a majority of all Owners reject the Budget, the Budget is ratified, whether or not a quorum is present. If the proposed

Budget is rejected, the periodic Budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent Budget proposed by the Board.

5. The amount to be raised by Annual Assessments during a fiscal year shall be equal to (a) the Operating Budget for such period, plus (b) the Reserve Budget to be set aside for said period.

6. The Board may elect to use any surplus funds from prior years to: (1) pre-pay reserves or Common Expenses; (2) establish a reasonable contingency fund for unanticipated expenses; (3) reduce future Assessments; or (4) rebate to the current Owners in proportion to the Owner's liability for common expenses.

7. If the Board fails to determine or cause to be determined the total amount to be raised by Annual Assessments in any fiscal year and/or fails to notify the Owners of the amount of such Annual Assessments for any fiscal year, then the amounts of Annual Assessments shall be deemed to be the amounts assessed in the previous fiscal year.

8. Except as emergencies may require, the Association shall make no commitments or expenditures in excess of the funds reasonably expected to be available to the Association.

B. Special Assessments. In any fiscal year, the Board may levy a Special Assessment against all of the Lots within Southwest Vistas upon a determination by the Board that such Special Assessment is necessary for Capital Improvements of Common Area or for purposes related to the health, safety and welfare or for the benefit of all Association Members in an amount that is twenty-five percent (25%) or less of the annual operating budget. If the Board proposes to levy a Special Assessment for Capital Improvements of Common Area or for purposes related to the health, safety and welfare or for the benefit of all Association Members in any fiscal year which is greater than twenty-five percent (25%) of the annual operating budget, the approval of a majority of Members shall also be required.

The Association shall provide written Notice to each Owner of a meeting at which a Special Assessment for a capital improvement is to be considered or action taken at least twenty one (21) calendar days before the date of the meeting.

The Board may also levy a Special Assessment against any Lot to bring an Owner or the Owner's Lot which is in violation of the Governing Documents into compliance. Such Special Assessment may include fines, abatement costs, attorney's fees, interest and other charges as provided in this Declaration. No such Special Assessment shall be levied without Notice and hearing for which at least twenty (20) days written Notice shall be given. If, after Notice and hearing, the Owner fails to cure or continues such violation, the Association may impose an additional fine each time the violation is repeated, and may assess such Owner and enforce the Special Assessment as herein provided for nonpayment of an Assessment. The Board may establish a hearing committee to administer the foregoing.

C. Assessments Due Dates. Annual Assessments are due in full on January 1 of each year but may be paid either quarterly in January, April, July and October on the first day of each of said months or monthly on the first day of each month, as determined by the Board. The amount of any Special Assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board.

D. Notice. The Association shall mail to each Owner whose Lot is assessed, at such Owner's address of record, written Notice of each Annual or Special Assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment is due and payable to the Association. The Association's failure to mail such Notice does not relieve the Owner of the obligation to pay the Annual or Special Assessment.

E. Acceleration of Annual Assessments and Imposition of Late Charge. In the event that an Owner fails to pay any Assessment levied against the Lot within ten (10) days after the due date, the Board shall have the right to declare all unpaid Assessments for the fiscal year immediately due and payable. The Association may also impose a reasonable late charge in an amount established by the Board for any Annual or Special Assessment not received within ten (10) days after the date on which the Annual or Special Assessment is due. Past due assessments for common expenses shall bear interest at the rate provided in NRS 116.

F. Liens.

1. The Association has a lien on a Lot for any Assessment levied against the Lot and construction penalty or fines imposed against its Owner from the time the Assessment or fine becomes due. Fees, charges, late charges, fines,

attorneys' fees, and interest charged pursuant to NRS 116 and the Governing Documents and any costs of collection charged pursuant to NRS 116 are enforceable as Assessments under this Section; provided, however, that unless otherwise permitted by law, the Association may not foreclose upon a lien for unpaid Assessments which is comprised solely of fines levied against an Owner for violation of the Governing Documents unless the violation is of a type that poses an imminent threat of causing a substantial adverse effect on the health, safety and/or welfare of the Owners or residents of the Development. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

2. Except to the extent permitted under NRS 116, a lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent, except that a lien under this Section is prior to all such Security Interests as set forth in NRS 116; (3) liens for real estate taxes and other governmental assessments or charges against the Lot; and (4) liens for fees or charges levied pursuant to NRS 444.520(1). This subsection does not affect the priority of mechanics' or materialmen's liens or the priority of a lien for other Assessments made by the Association.

3. Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for Assessment under this Section is not required.

4. A lien for an unpaid Assessment is extinguished unless a notice of default and election to sell is recorded or judicial proceedings to enforce the lien are instituted within three (3) years after the full amount of the Assessment becomes due, except that if an Owner of a Lot subject to a lien under this section files a petition for relief under the United States Bankruptcy Code ("Bankruptcy Code"), the time period for instituting proceedings to enforce the Association's lien shall be tolled until the later of the time period allowed hereunder or thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

5. This section does not prohibit an action to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

6. A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

7. The Association's lien may be foreclosed by the same procedure set forth in NRS 116.

8. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver for the Owner to collect all sums alleged to be due to that Owner from third parties prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Annual Assessments, based on a periodic budget adopted by the Association.

9. If a holder of a First Security Interest in a Lot forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid Assessments against that Lot which became due before the sale, other than the Assessments which are prior to that Security Interest under Subsection (b) of this section of this Declaration and as provided in NRS 116. Any unpaid Assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Owners, including the purchaser.

10. Any payments received by the Association in the discharge of an Owner's obligation may be applied to the oldest balance due; provided, however, that the Association may not apply any Assessment, fee or other charge that is paid by an Owner toward a fine imposed against the Owner by the Association unless otherwise directed by the Owner or as permitted by law.

G. Proof of Payment. The Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

H. Release of Lien. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.

VII. EASEMENTS

A. Reservation. The Association shall have an easement on, over, across and under all Common Areas and Lots, including the right of ingress and egress, as

reasonably necessary or convenient for the Association to carry out its duties prescribed herein and in its Articles and Bylaws.

1. Utilities. Such utility easements as are shown on the Final Maps, provided for in this Declaration or subsequently granted and recorded in the Office of the Washoe County Recorder for the installation, maintenance and operation of all utilities, including streetlights and the accessory right to locate or to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance and operation.

2. Slope and Drainage. A ten (10) foot wide easement across all Lot lines coincident with street right of way lines for the purpose of drainage and maintenance of slopes and drainage courses.

3. Other Easements. Any other easements shown on the Final Maps or granted by the Association and recorded from time to time with the Washoe County, Nevada Recorder.

B. Use or Maintenance by Owners. The areas of any Lot affected by the Easements reserved herein shall be landscaped and maintained continuously by the Owner of such Lot. No structures shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

C. Liability for Use. No Owner shall have any claim or cause of action against the Association or its respective successors and assigns arising out of the use or nonuse of any easement reserved hereunder or shown on the Final Maps, by any person.

D. Modification. None of the Easements and rights granted under this Section VII may be modified, terminated or abridged without the written consent of the persons in whose favor such easements run. When an easement runs in favor of the Association, the Board shall have the authority to modify, terminate or abridge that easement on behalf of the Association.

VIII. REMEDIES FOR ENFORCEMENT

A. Association. Each person to whose benefit this Declaration inures, and the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in

such action may award the prevailing party reasonable expenses, including costs and attorneys' fees. If special funds are required to commence such action, a Special Assessment may be imposed to cover such costs.

B. Washoe County. The County of Washoe is made a party to enforce the provisions of this Declaration that run to the benefit of Washoe County and has the right to enforce those provisions of approval of Conditions as imposed upon Southwest Vistas in the Tentative Subdivision Map Case No. TM8-14-94. The County has the right to enforce the obligations of the Association and any Owner relating to maintaining Common Area landscaping, fire road gates, and drainage and flood control facilities to the extent such Improvements or facilities are a part of Southwest Vistas. In the event that the County is required to commence any action at law or in equity to enforce this Declaration, the Court in such proceedings may award the prevailing party reasonable expenses including costs and attorneys' fees.

C. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

IX. GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any Lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, from a subsequent Owner of such Lot, accept such deed or contract upon and be subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree with the grantees and subsequent Owners of each of the other Lots in Southwest Vistas to keep, observe, comply with and perform all of the provisions of this Declaration.

X. SEVERABILITY AND WAIVER

Each provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

XI. CAPTIONS

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XII. TERM AND AMENDMENT

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in Southwest Vistas. This Declaration, including the Final Maps, may be amended only with an affirmative vote of a majority of Owners. The procedure for amendment must follow the procedures set forth in NRS 116. An action to challenge the validity of an amendment adopted by the Association may not be brought more than one (1) year after the amendment is recorded.

Except to the extent expressly permitted or required by other provisions of this Declaration or NRS 116, no amendment may change the boundaries, allocated interests or the uses to which any Lot is restricted in the absence of unanimous consent of only those Owners affected and the consent of a majority of the Owners of the remaining Lots. For purposes of this Section, "change in the use to which a Lot is restricted" refers to an amendment which would alter the land use designation or classification of a Lot or would alter the character of the Property (for example, changing a Lot from residential use to commercial use or changing the Property from single family residential to multi-family residential However, it does not include any amendment to an existing use restriction set forth in Article III or any new use restriction that does not affect the designation or classification of a Lot or the Property.

An amendment duly adopted in accordance with the Declaration and NRS 116, shall be prepared, executed, certified and recorded on behalf of the Association by the Secretary of the Association or another officer designated by the Board.

Thereafter the amendment shall become effective upon date of recording in the Office of the Washoe County Recorder.

XIII. MORTGAGEE PROTECTION

Notwithstanding any other provision of this Declaration and except to the extent provided in NRS 116, no lien created under this Declaration, nor any lien arising by reason of any breach of this Declaration nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first priority now or hereafter upon a Lot, made in good faith and for value perfected before the date on which the Assessment sought to be enforced became delinquent.

After the foreclosure of any such first Mortgage or Deed of Trust or after any conveyance in lieu of foreclosure, such Lot shall remain subject to this Declaration and shall be liable for all Annual and Special Assessments levied subsequent to completion of such foreclosure or delivery of such conveyance in lieu of foreclosure, and to all installments of all annual and Special Assessments levied prior to completion of such foreclosure or delivery of such conveyance but falling due after such completion or delivery.

XIV. DISCLAIMER OF LIABILITY

The Association disclaims any liability for repairs or maintenance of any and all public roads, public utilities and other public improvements within Southwest Vistas.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed as of this 25th day of July, 2018.

SOUTHWEST VISTAS HOMEOWNERS ASSOCIATION:

By: Keith Lockard

Its: PRESIDENT

By: Carole Vitter

Its: Secretary

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

On this 25 day of July, 2018, before me the undersigned Notary Public, in and for said County and State, personally appeared KEITH LOCKARD, known or proved to me to be the PRESIDENT, who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein provided.

JOELE R. ROGERS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-4530-2 - Expires September 1, 2018

NOTARY PUBLIC

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

On this 25 day of July, 2018, before me the undersigned Notary Public, in and for said County and State, personally appeared CAROLE VETTER, known or proved to me to be the SECRETARY, who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein provided.

JOELE R. ROGERS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-4530-2 - Expires September 1, 2018

NOTARY PUBLIC

Exhibit A

Southwest Vistas - Unit 1

All that land lying within the exterior boundaries of Southwest Vistas - Unit 1, according to the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1995 as file No. 1903845, as Tract Map No. 3157.

Southwest Vistas - Unit 2

Supplemental Declaration and Declaration of Annexation of Southwest Vistas, Unit 2 recorded in the office of the County Recorder of Washoe County, State of Nevada, on June 18, 1997 as Document No. 2109761.

Southwest Vistas - Unit 3

Supplemental Declaration and Declaration of Annexation of Southwest Vistas, Unit 3 recorded in the office of the County Recorder of Washoe County, State of Nevada, on January 15, 1999 as Document No. 2297069.

Southwest Vistas - Unit 4A

Notice of Addition of Land/Declaration of Annexation of Declaration of Covenants, Conditions and Restrictions for Southwest Vistas Community Association recorded in the office of the County Recorder of Washoe County, State of Nevada, on December 29, 2000 as Document No. 2512137.

Southwest Vistas - Unit 4B

Notice of Addition of Land/Declaration of Annexation of Declaration of Covenants, Conditions and Restrictions for Southwest Vistas Community Association recorded in the office of the County Recorder of Washoe County, State of Nevada, on June 21, 2001 as Document No. 2565746.

Southwest Vistas - Unit 4C

Notice of Addition of Land/Declaration of Annexation of Declaration of Covenants, Conditions and Restrictions for Southwest Vistas Community Association recorded in the office of the County Recorder of Washoe County, State of Nevada, on January 22, 2002 as Document No. 2642707.

Southwest Vistas - Unit 5

Notice of Addition of Land/Declaration of Annexation of Declaration of Covenants, Conditions and Restrictions for Southwest Vistas Community Association recorded in the office of the County Recorder of Washoe County, State of Nevada, on November 7, 2001 as Document No. 2614354.

Southwest Vistas - Unit 6

Notice of Addition of Land/Declaration of Annexation of Declaration of Covenants, Conditions and Restrictions for Southwest Vistas Community Association recorded in the office of the County Recorder of Washoe County, State of Nevada, on August 8, 2001 as Document No. 2720327.

Southwest Vistas - Unit 7

Notice of Addition of Land/Declaration of Annexation of Declaration of Covenants, Conditions and Restrictions for Southwest Vistas Community Association recorded in the office of the County Recorder of Washoe County, State of Nevada, on April 14, 2003 as Document No. 2836995.