

DC9311786

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF SIERRA VISTA NO. 1, 2 and 3 (as amended)

THIS DECLARATION, made on the date hereinafter set forth by Sierra Vista-Douglas Corp., a Colorado corporation, hereinafter referred to the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the trustee of memberships in Sierra Vista-Douglas Mutual Water Company; and

WHEREAS, Declarant is the owner of certain property in the County of Douglas, State of Colorado, which is more particularly described as:

Filing No. 1: Lots 1 through 19 inclusive and Tracts A, B, C and D SIERRA VISTA NO. 1 according to a recorded plat thereof filed February 25, 1975, in the records of the Clerk and Recorder of the County of Douglas, State of Colorado.

Filing No. 2: Lots 20 through 31 inclusive and Tract E and F, SIERRA VISTA NO. 2, according to a recorded plat thereof filed February 10, 1978, in the records of the Clerk and Recorder of the County of Douglas, State of Colorado.

Filing No. 3: Lots 32 through 48 inclusive and Tract G, SIERRA VISTA NO. 3, according to a plat thereof filed July 21, 1978 and amended March 12, 1992, in the records of the Clerk and Recorder of the County of Douglas, State of Colorado.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions and covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding upon all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. The word "Association" shall mean and refer to the Sierra Vista-Douglas Homeowners Association, Inc., its successors and assigns.

Section 2. The word "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. The word "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. The word "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. A Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Filing No. 1: Tracts A, B, C and D, SIERRA VISTA NO. 1, according to a recorded plat thereof filed February 25, 1975, in the records of the Clerk and Recorder of the County of Douglas, State of Colorado.

Filing No. 2: Tracts E and F, SIERRA VISTA NO. 2, according to a recorded plat thereof filed February 10, 1978, in the records of the Clerk and Recorder of the County of Douglas, State of Colorado.

Filing No. 3: Tract G, SIERRA VISTA NO. 3, according to a recorded plat thereof filed July 21, 1978, in the records of the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 5. The word "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision map of the Properties with the exception of the Common Area and with the exception to any plot of land reserved for the use of more than one owner but fewer than all owners.

Section 6. The word "Declarant" shall mean and refer to Sierra Vista-Douglas Corp., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. The words "Water Company" shall mean and refer to the Sierra Vista-Douglas Mutual Water Co., a non-profit corporation of the State of Colorado, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total votes of Class A and B members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner or the Association may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Membership in the Water Company. Every owner as a member of the Water Company shall have a right to the delivery of a domestic potable water supply in the amount of 288,000 gallons per year or 0.884 acre feet per year from the water company, its successors or assigns, subject to the following provisions:

(a) The right of the Water Company to charge reasonable rates for water service from and after the first day of the month following the member's request for water service;

(b) The right of the Water Company to levy and collect reasonable assessments for capital improvements, maintenance, repair and operation expenses, classified as service charges, on the domestic water system from and after the first day of the month following the conveyance of a lot or lots to an owner or owners from Declarant;

(c) The right of the Water Company to discontinue water service when rates, charges and assessments have not been paid in full 30 days after the due date for payment of said rates, charges and assessments. Water service will be continued on receipt of payment in full.

(d) The right of the Water Company to limit delivery of water to a member to his annual allotment, provided, however, that the Water Com-

pany may deliver additional water to a member on request depending on availability of water and capacity of the water system;

(e) The right of the Water Company to dedicate or transfer its obligation to provide to members with domestic water service to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by 66.67% of the membership agreeing to such dedication or transfer has been recorded.

(f) In addition to the covenants set forth in Section 3(a)-3(e) above, the Water Company and its members are bound by the terms and conditions described in the Articles of Incorporation and By-Laws of the Water Company as amended from time to time as if set forth in full herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section 3. Sierra Vista open space tracts as hereinabove described shall be owned by the Sierra Vista Homeowners Association, Inc., and shall be held for the joint use of all property owners within the development as hereinabove set forth for their mutual benefit. For every landowner in Sierra Vista membership in the Homeowners Association shall be mandatory and pursuant to the terms hereinafter set forth. Sierra

Vista-Douglas Homeowners Association, Inc., shall be formed as a non-profit corporation which the purchase of a lot or lots provides automatic membership.

Section 4. The domestic potable water supply furnished by the Water Company is for the mutual benefit of its members. For every landowner in Sierra Vista, membership in the Water Company shall be mandatory and such membership shall be subject to the terms and conditions of applicable covenants. Sierra Vista-Douglas Mutual Water Company shall be formed as a non-profit corporation which the purchase of a lot or lots provides automatic membership.

ARTICLE IV

COVENANTS FOR ASSESSMENT

Section 1. Creation of the lien and personal obligation of assessments. The Declarant for each lot owned within the properties hereby covenants and each owner of any lot by acceptance of a deed therefor whether or not it shall be expressed in such deed, is deemed to covenant and agreed to pay the Association:

(a) Annual assessment or charges; and

(b) Special assessments for capital improvements such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, reasonable attorneys' fees, for collection if not paid when due, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, mutual benefit and protection of the residents of the properties and for the improvement and maintenance, enforcement of covenants, and for such other private and quasi governmental needs as may arise.

Section 3. Annual Assessment. To and until January 1st of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be \$1.00 per month per acre of the Lot owned.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessments for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased in excess of five percent (5%) by a vote of two-thirds (2/3) of the total votes of Class A and B members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment hereinabove provided for.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total votes of Class A and B members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Maintenance and Legal Funds. The Board of Directors shall at its first regular meeting establish, and shall thereafter maintain continually trust funds for maintenance and legal expenses. Said fund shall be maintained as two separate accounts as follows:

(a) **SIERRA VISTA-DOUGLAS HOMEOWNERS ASSOCIATION, INC. MAINTENANCE FUND.** The Maintenance Fund shall be initially funded by the Board of Directors from the Treasury of the Sierra Vista-Douglas Corp. by paying the established monthly assessments on unsold lots as each filing is platted. Said fund shall be maintained by the Board of Directors in such amounts as they in their sole discretion deem sufficient to provide for all necessary services which the Board of Directors deem appropriate for the care, maintenance and security of the subdivision and for the purchase of any other products and services not inconsistent with the general intent of this provision and other provisions of this Declaration which the Board of Directors deem appropriate and necessary. Such products and services may include without limitation provisions for snow removal, general maintenance of roadways and trails, general maintenance of Common Areas and facilities, provisions for security and guard service, and any other product or service the Board of Directors deem appropriate not inconsistent with the general intent of this section and other provisions of this Declaration.

Expenditures from the Maintenance Fund shall be only as authorized by the Board of Directors from time to time, provided, however, when initial funding reaches the amount of Two Thousand Dollars (\$2,000 00), the fund shall at all times be maintained in at least that amount.

(b) SIERRA VISTA-DOUGLAS HOMEOWNERS ASSOCIATION, INC. LEGAL FUND. The legal fund shall be initially funded by the Board of Directors from the Treasury of the Sierra Vista-Douglas Corp. by paying the established monthly assessments on unsold lots as each filing is platted. Said fund shall be maintained by the Board of Directors in such amounts as they in their sole discretion deem sufficient to provide for payment of any and all legal fees or expenses related to any act, action, or cause of action concerning the subdivision in relation to which the Board of Directors in their discretion feel the Association should take action or in any way become involved and particularly for the enforcement of the covenants, conditions and restrictions to which the "properties" are subject. Expenditures from the legal fund shall be only as authorized by the Board of Directors from time to time, provided, however, when initial funding reaches the amount of Two Thousand Dollars (\$2,000.00), the fund shall at all times be maintained in at least that amount.

(c) ASSESSMENTS FOR FUNDING OF MAINTENANCE FUND AND LEGAL FUND. In addition to the annual assessments check hereinabove authorized, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of maintaining the Maintenance Fund and Legal Fund provided that any such assessment shall have the assent of two-thirds (2/3) of the total votes of Class A and B members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of the total votes of Class A and B members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a yearly, quarterly or monthly basis as the Board of Directors may determine.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The Annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such Lot at least 30 days in advance of each annual assessment period. Written notices of the annual assessment shall be sent to every owner subject thereto. The due dates shall be estab-

lished by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessment. Remedies of the Association. Any assessment not paid within 30 days after the due date at the rate of eight percent (8%) per annum, or the highest current rate of interest permissible on FHA loans at the time of the delinquency, whichever is less. The Association may bring an action at law against the Owner personally to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments period provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment line. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee. The Architectural Review Committee shall be vested with the powers hereinafter described and shall consist of three (3) persons appointed by the Board of Directors.

Section 2. No buildings, fence, wall or other structure whatsoever shall be commenced, erected or maintained upon the properties nor shall any excavation, construction or remodeling or additions to any structure, be accomplished nor shall any exterior addition or change or alteration be made of any structure until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to harmony of exterior design and location in relation to surrounding structures and topography.

Such approval shall be obtained by filing with the Architectural Review Committee two (2) complete sets of plans and specifications for the proposed construction together with a block or plot planning indicating the exact part of the building site that the improvements will cover. Work shall not commence until and unless the Architectural Review Committee shall endorse the said plans as being in compliance with these covenants. The Committee shall have the right to refuse to approve any plans and shall have the right to take into consideration the suitability of the proposed building and the

materials of which it is built and the site upon which it is proposed to be erected, the harmony thereof with the surrounding and the effect of the building or other structures so planned and the outlook from the adjacent or neighboring properties. The Committee will promulgate and maintain a listing of standards for guidance in approving or disapproving plans and specifications pursuant to this Section. A second set of plans shall be filed as a permanent record with the Architectural Review Committee. In the event the Committee fails to approve or disapprove in writing the plans submitted within thirty (30) days after their submission, approval by the Architectural Review Committee shall not be required and this Article will be deemed to have been fully complied with.

Section 3. Provisions of this Article shall not be applicable to the Declarant with respect to any new construction by the Declarant.

Section 4. Any conditions provided herein shall in no way conflict with official County or State regulations including without limitation zoning regulations or building codes.

ARTICLE VI

USE RESTRICTIONS

Section 1. The use of the Common Area shall be subject to the restrictions set forth in Article II and to those restrictions hereinafter set forth.

Section 2. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.

Section 3. No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members.

Section 4. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

Section 5. Each and every one of said lots shall be used for single family private family residence purposes only. No construction whatsoever, other than one first class, private, single family residence shall be erected. Garages or carports may either be attached to the residence as an integral part thereof or may be separate provided the same shall conform to the architecture of the principal structure, and other terms or conditions of these covenants. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the

premises at any time as a residence either temporarily or permanently, except that Declarant may maintain a temporary building for construction purposes.

Section 6. No room or rooms in any residence or parts thereof may be rented or leased and no paying tenants shall be quartered in any residence. Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

Section 7. Filings No. 1 and No. 2. Every principal dwelling constructed on a Lot shall have not less than 2,300 square feet for a one story dwelling or 1,500 square feet of ground floor area for a dwelling of more than one story. Prior to design of a sewage disposal system and foundation, soil samples shall be evaluated. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a site plan showing the location of the structure and the grading of the lot have been approved by the Architectural Review Committee as hereinabove set forth as to the quality of workmanship and materials, harmony of exterior with existing structures and as to the location with respect to topography and finished grade elevation.

Filing No. 3. Every principal dwelling constructed on a Lot shall have not less than 2,800 square feet for a one story dwelling or 1,850 square feet of ground floor area for a dwelling of more than one story. Prior to design of a sewage disposal system and foundation, soil samples shall be evaluated. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a site plan showing the location of the structure and the grading of the lot have been approved by the Architectural Review Committee as hereinabove set forth as to the quality of workmanship and materials, harmony of exterior with existing structures and as to the location with respect to topography and finished grade elevation. Principal dwellings shall have at least 25% masonry on the exterior.

(a) The principal dwelling shall include a structure of not less than 22 feet x 22 feet, which is directly attached to the dwelling and is designed for the storage and keeping of automobiles.

(b) Anytime the Lot is disturbed by construction of any kind, the restoration of the land must be completed within eighteen (18) months of the initial disturbance. Restoration may be by reseeding with native grasses, laying grass sod and/or using alternative landscaping methods approved by the Architectural Review Committee.

Section 8. No building shall be located on any lot nearer than thirty (30) feet from any side or rear lot line or seventy (70) feet from any front lot line.

Section 9. Seasonal recreational vehicles such as boats, campers, and the like and inoperative vehicles shall be screened from view when parked on the lots.

Section 10. Irrigated lawns and gardens shall not exceed 10,000 square feet.

Section 11. Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere.

Section 12. The following building materials are not authorized for use in the subdivision:

- (a) Asbestos shingle siding.
- (b) Asbestos siding.
- (c) Wood foundations.
- (d) Reconstructed, remodeled or converted mobile homes or trailers.
- (e) Move-in houses or used building materials except as they may be authorized by the Architectural Review Committee when it is desired to use weathered boards as trim or decoration or used brick. Samples of weathered board or used brick or other trim to be used shall be submitted to the Architectural Review Committee along with an elevation sketch when any lot owner requests such exception for use of used materials.

Section 13. No animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial purposes on a Tract. Stallions* older than two (2) years may not be kept in the subdivision. In order to prevent overgrazing, livestock shall be kept in a small corral not to exceed five (5%) percent of the lot size and only allowed to occasionally graze in remaining native grass areas owned and fenced by the owner. Architectural Review Committee's approval is expressly required for the erection of and maintenance of any buildings for livestock. Permanent cover may be used on hay and straw stacks if the same are to be covered. Polyethylene, canvas, and materials of like substances may be used if tied neatly and kept in good repair. Tires, and the like may not be used as weights on haystacks. Animals must be at all times under the control of the owner or owners and any costs incurred in expelling or impounding stray livestock including household pets, shall be borne by the owner; and refusal to make such payment shall constitute grounds to file a lien against the lot of the said owner of such livestock.

Section 14. Sewage shall be deposited only by and through an approved system of adequate dimensions and capacities and of a type approved by appropriate public agencies. No waste water disposal system shall be nearer than fifty (50) feet to any building or lot line except with the consent of the appropriate health officials of the County or State, and no sewage waste water, trash, garbage, or debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the subdivision.

No outside toilets or privies shall be permitted on any lot or tract in the subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper waste disposal system as provided for in paragraphs IV and V of Regulation 1-73 Tri-County District Health Department, County of Douglas, State of Colorado, as amended.

Section 15. No portion of the property of an owner shall be used or maintained as a dump ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary container screened from public view. All inoperative motor vehicles must be screened from public view.

Section 16. No signs of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet for advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction or sale. Provided, however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings if any of the Declarant, its agents and assigns during the construction and sales period of the subdivision nor of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth.

Section 17. All clotheslines, equipment, service yards, wood piles, or other storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots and streets, within the subdivision.

Section 18. No exterior television or radio antenna of any sort shall be placed, allowed or maintained upon any structures situated upon the real property in the subdivision except as may be approved, in writing, by the Architectural Review Committee pursuant to the terms for approval hereinabove set forth.

Section 19. Propane storage tanks and other tanks for storage of fuel used in conjunction with the residence or erected on the lots in the subdivision may be used on the lot but must be adequately screened from view.

Section 20. No motorized vehicles shall be permitted on any greenbelts or Common Areas unless specifically provided for. No vehicular access to residential lots shall be permitted from Pine Lane, Pine Drive, or other highways as may be constructed adjacent to but not shown on the recorded plat of the subdivision. Access will be from designated roadways within the subdivision only.

ARTICLE VII

EASEMENTS

Easements and rights-of-way as shown on the recorded plat of the subdivision are hereby reserved in the subdivision for pipes and conduits for lighting, electricity, gas, telephones, sewer, water or any other public or quasi public utility services purpose, together with right of ingress and egress at any time for the purpose of further construction and repair. Minimum setbacks as shown on the plat and those required by regulation shall be observed.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 year period by an instrument signed by not less than 90% of the Lot owners, and thereafter by an instrument signed by not less than 75% of the Lot owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of the total votes of Class A and B members.

(b) Additional land within the area described in the Warranty Deed dated January 14, 1975 from Sierra Vista-Douglas Corp. and recorded in Book 271 at Page 794 of the records of the Clerk and Recorder of the County of Douglas, may be annexed by the Declarant without the consent of members within 5 years of the date of this instrument.

IN WITNESS WHEREOF, Sierra Vista-Douglas Corp., has caused its name to be
herein subscribed by approval of its President and attested by its Secretary this 20th
day of March 1993.

SIERRA VISTA-DOUGLAS HOMEOWNERS ASSOCIATION, INC.

Lot 1
By:

Mary G. McCann

Lot 2
By:

Jean Faddis

Lot 3
By:

Michael D. Manley

Lot 4
By:

Diana C...

Lot 5
By:

L. D. Bond

Lot 6
By:

John D. ...

Lot 7
By:

Alan R. Lambie

Lot 8
By:

Jane ...

Lot 9
By:

Lot 10
By:

Neil Hillier

Lot 11
By:

Mary P. Johnson

Lot 12
By:

Walter C. Hale

Lot 13
By:

John H. Turrisio

Lot 14
By:

Marilyn A. Gator

Lot 15
By:

Lillian J. Owens

Lot 16
By:

Veita Marshall

Lot 17
By:

Alfred H. Hise

Lot 18
By:

Clara Huff

Lot 19
By:

Jacqueline A. Muth

Lot 20
By:

Peggy Ward

Lot 21
By:

James E. Leung

Lot 22
By:

Lot 23
By:

Gandi Shuter

Lot 24
By:

Linda J. Lawrence

Lot 25
By:

David Muff

Lot 26
By:

[Signature]

Lot 27
By:

E. Wayne Shyer

Lot 28
By:

Scott S. Kinney

Lot 29
By:

Allen D. Linnell

Lot 30
By:

Naug C. McManus

Lot 31
By:

[Signature]

Lot 32
By:

Andy [Signature]

Lot 33
By:

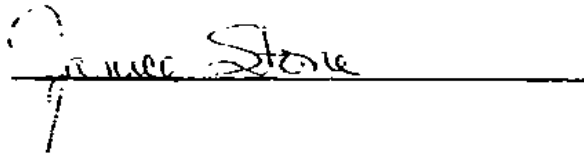
Don F. Williams

Lot 34
By:

Lot 47
By:


Patricia Walker

Lot 48
By:


James Stone

ADDENDUM

Pursuant to Article VIII, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Sierra Vista No. 1, we the undersigned hereby signify our agreement with the Amendment hereinafter set forth:

ARTICLE VI, Section 13

Stallions older than two (2) years must be confined no nearer to the property boundaries than the county building setback, i.e., sixty (60) feet from the front lot line, twenty-five (25) feet from the side lot lines, and twenty-five (25) feet from the rear lot line.