

by: \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SOUTHWOOD SUBDIVISION UNIT NO. II

FIRST: These conditions, restrictions and covenants shall be considered as covenants running with the land and shall bind the Declarants, their heirs, executors, administrators, successors, and assigns provided that such conditions, restrictions and covenants or any of them may be changed, supplemented or abolished in any or all particulars by the recordation in the office of the County Recorder of Lyon County, Nevada or a revocation of, amendments to, or supplemental declaration of restrictions for said Subdivision duly executed and acknowledged by the owners of not less than 75% of the lots contained in said Subdivision.

SECOND: Any invalidation of any conditions, restrictions or covenants herein contained by the judgment or order of any court of competent jurisdiction shall in no way affect the validity of the remaining conditions, restrictions and covenants and said remaining conditions, restrictions and covenants shall continue and remain in full force and effect. Any conditions, restrictions or covenants so invalidated shall be deemed separable from the remaining conditions, restrictions, and covenants herein set forth.

THIRD: Provided however, that a breach of any of the restrictions, covenants and conditions shall not in anywise defeat or render invalid the lien of any mortgage or deed of trust on said lots, or any part thereof, or the improvements thereon located, made in good faith and for value, and, provided, further, that any title acquired through foreclosure of any mortgage or by exercise of the power of sale under any deed of trust shall be held subject to all of the restrictions, covenants and conditions contained herein.

FOURTH: That said premises shall be used for residential purposes only and no mercantile or commercial business of any kind shall be carried on said premises. No work of an offensive or dangerous kind shall be maintained, conducted or carried on or upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to the neighborhood.

FIFTH: No dwelling house shall be erected or maintained on said premises, the ground floor area of which shall be less than 936 square feet in the case of a one story structure, nor less than 800 square feet in the case of a one and one-half story or two story structure, exclusive of garages, patios, terraces or porches.

SIXTH: No fence or hedge shall be maintained over six feet in height.

SEVENTH: No structure erected thereon shall have metal reflecting roofs or metal reflecting sides.

EIGHTH: No dwelling of a temporary character shall be erected or maintained on said premises or any part thereof, nor shall any basement, garage or other portion of a permanent dwelling intended to be erected thereon be used temporarily or otherwise as for living quarters separate from or in addition to the appurtenant main dwelling, nor shall any trailer houses be located or maintained on said premises, or any portion hereof.

NINTH: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot reserved exclusively for single family residential use in said Subdivision. Provided, further, that no animal, bird, or reptile, kept as a household pet, shall be kept in such a manner as to constitute a nuisance.

TENTH: No part or portion of any building of any kind shall be constructed or maintained upon any lot prior to obtaining a building permit from the office of the Lyon County Building Inspector.

ELEVENTH: No part or portion of any building of any kind shall be constructed or maintained upon any lot closer than 25 feet from any front lot line or street lot line or 10 feet from any side lot line.

TWELFTH: All lots in said subdivision are hereby designated as single family residential (R-1). No lots shall be used for any purpose other than for use as a single family residential lot.

THIRTEENTH: All building and other structures erected, constructed or maintained on any lot shall be built in a good and workmanlike manner and shall be of new construction. No old building or other structures shall be moved onto or maintained on any lot.

FOURTEENTH: No sign of any kind shall be displayed on any lot or parcel except a sign containing not more than 10 square feet advertising the particular lot for sale or rent, and except a sign maintained during construction of a dwelling designating the name of the Builder and Contractor engaged in such construction, and a sign by Declarants, or their agents or successors in interest, advertising the fact that lots are available for sale within said Subdivision.



AMENDMENT TO COVENANTS, CONDITIONS AND  
RESTRICTIONS  
SOUTHWOOD SUBDIVISION NO.2

WHEREAS, BONANZA COMPANY, a Nevada Corporation is an owner of more than 75% of the lots in Southwood Subdivision, Unit No. 2, as shown on Subdivision Map No. 62582 and as amended by Map No. 75836;

WHEREAS, Covenants, conditions and restrictions to said subdivision were recorded September 8, 1981, as Document No. 62918, Lyon County Official Records;

WHEREAS, the declarant desires to amend the said Declaration of Restrictions by the following;

"No part or portion of any building of any kind shall be constructed or maintained upon any lot closer than 20 feet from an front lot line or Street lot line, or 7 feet from any side lot line".

The Declaration of Deed Restrictions may be amended in the future by an instrument signed by not less than seventy five percent (75%) of the lot owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the lot owners. Any amendment must be recorded.

In all other respects the Declaration of Deed Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owner of more than 75% of the lots, and the herein declarant, has hereunto set his hand this 29th. day of December, 1993.

BONANZA COMPANY, a Nevada Corporation

BY

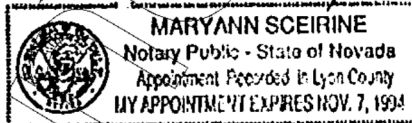
*Gary Cameron*  
GARY CAMERON, Vice President

STATE OF NEVADA  
COUNTY OF *Lyon*

On this *5<sup>th</sup>* day of *January*, 199*4*, personally appeared before me, a Notary Public, GARY CAMERON, who acknowledged that he executed the above instrument.

*Maryann Sceirine*  
NOTARY PUBLIC

(seal)



RECORDED MAIL TO:

Bonanza Company  
P.O. Box 21950  
Carson City, NV 89721

167604

LYON COUNTY, NEV.  
RECORD REQUESTED BY

NORTHERN NEVADA TITLE CO

'94 JAN 6 AM 10 08

REC'D M. CARR  
COUNTY RECORDER  
FEE *7.00*