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OFFICIAL RECORD

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SV DEVELOPMENT LTD LLC

Lyon County, NV
Margie Kassebaum, Recorder

Fee: \$38.00 RPTT: \$0.00
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When recorded mail to:
Sierra Desert View Estates Homeowners Association
c/o Leach Kern Gruchow Anderson Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE SIERRA DESERT VIEW ESTATES IN
SMITH VALLY, NEVADA**

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This Amended and Restated Declaration of Covenants, Conditions and Restrictions (“Declaration”) of the Sierra Desert View Estates is made this 1 day of May, 2019 by R.L. Development Company, a Nevada Limited Liability Company and SV Development Ltd, a Nevada Limited Liability Company, hereinafter referred to collectively as “Declarants”, the Sierra Desert View Estates Homeowners Association (“Association”) and its Members.

RECITALS

R.1 Whereas, The Declarants, Association, and its Members consider it desirable and appropriate to continue covenants, conditions and restrictions upon the Property described below in order to confirm a general plan for the improvement of the Property which shall benefit the use, occupancy and enjoyment of the Property plus enhance and protect the value, desirability and attractiveness of the subdivision. Sierra Desert View Estates is located in an area of unique natural desert beauty in one of the most beautiful agricultural valleys in Nevada with Sierra Nevada vistas in the background.

R.2 Whereas, this Declaration shall supersede and replace Declaration of Covenants, Conditions and Restrictions of the Sierra Desert View Estates in Smith Valley, Nevada recorded on September 18, 1996 as Document 197490 and Amendment and Addition to the Declaration of Restrictions recorded September 23, 1998 as Document 223931 and Amendments, Annexations and Replacement to the Declaration of Covenants, Conditions and Restrictions of the Sierra Desert View Estates in Smith Valley, Nevada recorded January 26, 2002 as Document 229020 and Amendments to and Clarification of the Declaration of Covenants, Conditions and Restrictions of the Sierra Desert View Estates in Smith Valley, Nevada recorded July 26, 2002 as Document 280211 and Amended CC&R recorded December 9, 2003 as Document 309846 and Declaration of Covenants, Conditions and Restrictions of the Sierra Desert View Estates in Smith Valley, Nevada recorded July 1, 2004 as Document 324873, and Declaration of Covenants, Conditions and Restrictions recorded June 22, 2005 as Document 354466.

**ARTICLE 1
Declarations**

1.01 Ownership of Property. Declarants and its Members are the owners of the real property in the County of Lyon, State of Nevada, north of Highway 208 and east of Hudson Way in Smith Valley. It is a phased subdivision over a period of many years on file with the Lyon County Planning Department. To date, Phases 1A, 1C, 2A, 2C, 3A, 3C, 4A, 4C, 5A, 5C, 6A, 7A and 8A have been annexed. Attached as Exhibit “A” is a legal description of the annexed property. Attached as Exhibit “B” is a legal description of the Property that Declarants may annex in the future. The property described in Exhibits “A” and “B” shall be referenced herein as “Property”.

The Declarants, the Association and its Members hereby declare that all of the Property, and each lot therein, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, and equitable servitudes which are for the purpose of protecting the value and desirability of, and which shall run with, the Property. The covenants, conditions and restrictions contained in this Declaration shall:

- A. Be binding upon all persons having or acquiring any right, title, or interest in or to the Property or any parcel on a recorded subdivision map and shall be referred to in this Declaration as a Lot, and shall be binding on all successors or assigns; and
- B. Be for to the benefit of every portion of the Property, any Lot or any interest therein; and
- C. Be for to the benefit and be binding upon Declarants, and their successors, and assigns and each grantee and his or her respective successors in interest and each Owner of any Lot or part of the Property that has been annexed; and
- D. Be enforced by Declarants or their agent, by any Owner or grantee or his successors in interest or by the Sierra Desert View Estates Homeowners Association.

1.02 Intent of Declarants. Sierra Desert View Estates is a subdivision which will be phased in over a period of years. A maximum of 156 Residential Lots may be in the Association and there is one Lot dedicated to the Baptist Church (“Church Lot”). Except as may be specifically noted, Lot or Lots shall refer to both the Residential Lots and the Church Lot.

1.03 Ownership of Annexable Property. Declarants own or hold an option on real property which in phases may be annexed into this development from time to time in accordance with Article IV. Such property is more particularly described in Exhibit B.

1.04 Rights of Declarants. Notwithstanding the foregoing, no provisions of this Declaration shall be construed to prevent or limit Declarants’ rights to complete development of the property and to construct improvements thereon, nor Declarants’ right to maintain construction, sales or similar facilities on any portion of the property nor Declarants’ right to post signs incidental to construction, sales or leasing.

1.05 Other Restrictions. The covenants, conditions and restrictions contained in this Declaration are in addition to any other land use restrictions, zoning ordinances, laws, rules, and judicial orders of Lyon County.

ARTICLE II

Occupancy Restrictions

2.01 Architectural Review Committee. The Architectural Review Committee shall consist of three representatives from the Declarants for so long as Declarants own 25% or more of the Property. When the Declarants own less than 25% of the Property, thereafter, the Board shall serve as the Architectural Review Committee.

2.02 Review, Approval, Duties. The Architectural Review Committee shall review and approve all buildings, structures and other improvements placed on each Lot. The Architectural Review Committee shall have the discretion to make variances to these reservations and restrictions as necessary and proper. The Owner of each Lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building shall be placed upon such Lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Architectural Committee as herein provided. No structural alteration to the exterior appearance of these buildings or structures shall be made without approval as provided for herein. The Association may establish and keep current architectural review guidelines. These guidelines will present written documentation of the Association's expectations regarding construction and landscaping as controlled by the covenants, conditions and restriction and assure all Owners and builders are treated equitably. Duties of the Architectural Review Committee include:

- A. Review all building elevations and plans and approve or deny plans presented within thirty (30) days or less.
- B. Make sure all exteriors do not appear identical.
- C. Review and approve colors schemes, exterior finishes & materials.
- D. Review and approve type and location of fencing.
- E. Adopt architectural rules.
- F. Determine criteria and procedures for requesting and approving variances in the discretion of the Architectural Review Committee.
- G. Review and approve landscaping of all Lots.

2.03 Residential Building Location. If there has been a designated building envelope on a Lot, the residential building shall be allowed only in those designated building envelopes which may be identified for each lot by Declarants. If there is no building envelope designated for a Lot, the Architectural Review Committee will review the location for each residential building and shall approve where the residential building is allowed to be located. The residential building shall be the dwelling residence together with the attached garage. Each Owner shall maintain an address number at the entry to the driveway or on the residential building.

2.04 Drainage. No construction, grading, or filling shall be permitted within the identified drainage easements unless engineered improvements, approved by Lyon County, are provided to mitigate potential, on-site, and down stream impacts.

2.05 Buildings and Structures.

- A. Building height restrictions shall be 28 feet at the apex of the roof.
- B. Each residential building shall have a fully enclosed floor plan of not less than 1600 square feet, exclusive of porches, terraces, decks, garages, carports or other buildings as allowed by ARC and county requirements.
- C. Roof pitch shall be no less than 5 X 12 and no greater than 8 X 12 on a majority of the house. Some exceptions may occur if a variance is granted as provided in Section 2.02.
- D. The building setbacks shall be 30' Front, 10' Side and 20' Rear excluding easements.

- E. Residential structures shall be wood framed, steel studded or solid log homes. No building or structure shall be constructed or surfaced with a material that will cause sunlight to be reflected. Metal outbuildings will be color coated. Soft desert colors are required on residential and outbuildings.
- F. No used or previously constructed buildings or structures, including mobile, modular or cargo containers may be brought on any lot as residential or outbuildings. On site construction of residential and outbuildings is required. Exceptions include new previously constructed wood framed outbuildings less than 200 square feet. All structures greater than 200 square feet require a county building permit and will be reviewed by the Architectural Review Committee.
- G. A minimum of a two car garage shall be attached to the main residential building.
- H. Residential buildings shall be constructed with living floor levels at least 1.5 feet above natural ground levels to minimize the potential for damage from shallow flooding.
- I. If a builder buys more than one Lot, the residential buildings must not appear similar. Different floor plans, added external masonry or porch, changed roof line and/or windows are examples to make them dissimilar.
- J. Exterior walls of residential buildings are ½” osb minimum shear. All dwelling structures shall have either horizontal siding material on front of the building or stucco siding or all brick or other masonry siding.
- K. Identical exterior paint colors may not be used on adjacent homes.
- L. Residential buildings are allowed on Lots together with outbuildings, and small storage sheds. Wood framed sheds 200 square feet or smaller do not require approval by the Architectural Review Committee but must be painted to match color of residential building.
- M. No containers are allowed on any Lot.

2.06 Vegetation. No existing vegetation shall be cleared or scrapped away on the parcel except for a maximum of 50 feet around residential and outbuildings. Utilities to residences will be installed in a manner to minimize damage to existing vegetation. Power and telephone installation is requested to be in the driveway approach if possible. Noxious weeds shall be controlled by each owner.

2.07 Landscaping. Within one year of issuance of a certificate of occupancy landscaping shall be commenced. Landscaping shall harmonize with and sustain the attractiveness of the subdivision. The landscaping standard shall be in a manner suitable to the character and quality of the area and subject to Architectural Review Committee approval.

2.08 Unsightly Items. No motor vehicle or machinery not in operating condition shall be stored on any Lot unless enclosed in a garage, barn, or other permanent structure. No trailer, mobile home, camper, boat or other item may be stored in such a manner to create unsightly appearance. Each Lot shall be cleaned of yard debris, used building material, garbage and other debris. Property owners shall maintain their yards in a neat, orderly, well-groomed manner.

2.09 No Dumping. No owner or other person shall dump any rubbish or refuse on any open space or Lot located within the subdivision.

2.10 Repair and Maintenance. Every Owner shall maintain the exterior of his or her residence, including walls, roof, fences and landscaping. All Lots at all time shall be maintained in such a manner as to prevent becoming unsightly, unsanitary, or a hazard to health.

2.11 Signs. No signs or billboards of any kind shall be allowed except signs as may be used in connection with the development and sale of Lots and signs allowed by Chapter 116 of Nevada Revised Statutes (“NRS 116”) or signs allowed by the Board.

2.12 Outdoor Lighting. All outdoor lighting shall be subdued or shielded in such a way as to prevent illumination of adjacent or nearby property.

2.13 Use. Except for the Church Lot, no residence on a Residential Lot shall be used for any purpose other than for a single family. Transient commercial use or hotel use shall be prohibited. Rental or lease of the entire Residential Lot shall be allowed for periods of 30 days or more and no rental or lease shall be for a lesser period.

2.14 Water. Individual water wells on each Lot shall be drilled to the ground water level and then another 100 feet deeper to insure a good supply of water. Wells will be rotary drilled and gravel packed with a minimum 50 foot sanitary seal.

2.15 Easements to public lands. There will be identified easements for foot traffic and horses onto adjoining public lands.

2.16 Driveway culverts. Driveway entrances must have a drain ditch with minimum 12” culvert for road waste.

2.17 Animals. Except as provided herein, no animals, livestock, pigs or goats, fowl or poultry of any kind shall be raised, bred, maintained or kept for sale or commercial purposes. Youth 4-H/FFA projects will be allowed with prior notification and approval of the Board. There will be designated Lots for livestock such as horses, cattle, sheep or fowl/poultry that are kept for personal use. On these specified Lots, stabling/corralling is limited to 2000 square feet per horse and 1000 square feet per cattle and sheep. No stable/corral may be placed within 50 feet of the lot boundary line. The maximum number of horses (2), cattle (2), sheep (4) will be allowed in those specified livestock Lots. In lieu of cattle and sheep, a total number of 4 horses will be allowed. Livestock Lots shall be identified in Exhibit “C” and for those Lots that are annexed, the Declaration of Annexation shall designate the Livestock Lots.

2.18 Easements per County Ordinances. The Declarants reserve to themselves, their successors and assigns the right to grant temporary and permanent easements across any Lot 10 feet on all boundary lines for installing/maintaining public utilities and emergency purposes. No owner of a Lot shall have any claim or cause of action against the Declarants, or their successors and assigns, arising out of this requirement.

2.19 Roads. All the roads within the subdivision shall be maintained by the Association. The expense for the maintenance for the roads will be a common expense and included in the Assessment to be levied by the Association. 15 miles per hour will be the speed limit within the subdivision.

2.20 Garbage. No rubbish, trash or garbage shall be allowed to accumulate on Lots. Any trash accumulated outside of the interior walls of a Residential building shall be screened from view from any street or neighboring Lot. The Association may impose reasonable fines and penalties for the collection of garbage and refuse.

2.21 Noise. No Owner shall permit noise to emanate from a Lot which would unreasonably disturb any other Owners or tenants enjoyment of their own Lot. Construction shall be done during reasonable hours.

ARTICLE III Remedies, Enforcement and Terms

3.01 Remedies and Enforcement. The Declarants, the Association and each property owner subject to this Declaration has the right to enforce this Declaration through legal means. However, the failure by any entity mentioned to enforce any limitations, restrictions, covenants, conditions, equitable servitude, and charges contained in this instrument shall in no event be deemed a waiver of the right to do so thereafter.

3.02 Terms. These restrictions, covenants, conditions, equitable servitude and charges are to run with the land and shall be binding on all parties. They shall run for 30 years and shall automatically be extended for successive periods of ten (10) years each unless terminated by at least 80% of the owners and such written instruments is recorded with the Lyon County Recorder.

3.04 Dissolution. If the Association is dissolved, the assets shall be distributed equally to the registered Lot Owners.

ARTICLE IV Annexation

4.01 Annexation. Declarants may at any time or from time to time add to the property up to a maximum of 157 Lots. Upon the recording of a Declaration of Annexation affecting the property to be added, the provisions of this Declaration shall apply to the annexed land in the same manner as if it were originally covered by this Declaration. The Declarants may, but are not obligated to, set aside 1 to 2 Lots as Common Area for the Owners' recreational use. In the event the Declarants exercise their discretion and identify any Lot as Common Area, these Lot(s) would be owned and maintained by the Association.

Specifically, with regard to Owners' interest in the Common Area, upon recording of a Declaration of Annexation, each Owner of a Lot on the original land and each Owner of a Lot on the added

land shall have an undivided fractional interest as tenants in common of the total amount of the Common Area. The Common Area shall be managed by the Association.

4.02 Contents of Declaration of Annexation. Any Declaration of Annexation referred to in Section 4.01 may contain an exact description of the added land or simply by its Phase number filed with the Lyon County Planning Department and shall state that it is being made pursuant to the terms of this Declaration for the purpose of adding land to the original land covered by this Declaration and extending the jurisdiction of the Association to cover the added land. The "Project" (Sierra Desert View Estates) shall be redefined to include the added land in addition to the original land. The Livestock Lots shall be identified in the Declaration of Annexation.

4.03 Non Warranty. No representation or warranty, express or implied is made herein by Declarants that any phase planned in Sierra Desert View Estates shall be construed or interpreted by any person to mean that additional phases will be pursued or that any real property must be annexed to the Homeowners Association. The decision to move forward with annexation or development of additional phases is solely the Declarants to be made in what the Declarants believe as its best business interest.

ARTICLE V
Sierra Desert View Estates
Homeowners Association

5.01 Association. The Association is a non-profit corporation formed under the laws of the state of Nevada. It will be charged with interpreting and enforcing the Declaration of Covenants, Conditions and Restrictions and maintaining the roads and easements within the subdivision and shall have those rights, powers and obligations as provided in NRS 116 of the Nevada Revised Statutes. The Association shall act through the Board of Directors.

5.02 Number of Votes. Each Lot Owner shall have one vote and members of the Association are exclusively Owners of record. When the subdivision is 75% owned by other than the Declarants, the Declarants shall not control the Association and control shall be vested to the Lot Owners.

5.03 Maintenance. The Association shall take such actions and arrange such maintenance as may be necessary for the upkeep of the roads and Common Areas. An annual assessment for road repairs shall be levied on the first day of January following the closing of the sale of the Lot. Enforcement of assessments shall be in accordance with NRS 116.

5.04 Member meetings. The Association shall hold annual member meetings with at least 15 day advance written notice being given to all Owners.

5.05 Rules and Regulations. The Board may adopt reasonable rules and regulations.

ARTICLE VI

Assessments

6.01 Purpose. The regular assessments levied by the Association shall be the amount estimated to be required, and shall be used exclusively, to pay the common expenses, including an adequate reserve fund for the operation of the Association. Each Lot's share of the annual Association budget shall be collected by regular or special assessment.

6.02 Uniform Rate of Assessment. All regular and special assessments shall be fixed at a uniform rate for all Lots. Regular assessments and special assessments may be collected at such intervals as may be approved by the Board upon passage, approval and imposition of the assessment.

6.03 Budget. The Board shall adopt a budget as required by NRS 116.

6.04 Notice of Assessments; Time for Payment. The Association must give written notice of assessments to each Owner, which notice shall specify the amount of the assessment and the due date for payment of each assessment. No payment shall be due fewer than 30 days after such written notice has been given. An assessment payment is delinquent if not paid within 30 days after such due date and no grace period is allowed.

6.05 Assessment Period. The regular assessment period shall commence January 1st of each year and terminate on December 31st of such year. Assessments shall be payable in installments as set by the Board.

ARTICLE VII

Collection/ Liens for Assessments

7.01 Agreement to Pay. Upon the first conveyance of a Lot within the Project, such Owner (and each successor Owner) thereby covenants and agrees to pay to the Association the regular, special, reserve and capital improvement assessments as are established, made, and collected as provided in this Declaration. Association assessments shall be made at least annually, based on a budget adopted at least annually by the Association.

7.02 Personal Obligation. Each assessment or installment, together with any late charge, interest, collection costs, and reasonable attorneys' fees, as established by the Board, shall be the personal obligation of the person or entity who was an Owner at the time such assessment or installment became due and payable. If more than one person or entity was the Owner of a Lot, the personal obligation to pay such assessment or installment respecting such Lot shall be both joint and several. A purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the Lot up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his/her Lot.

7.03 Collection of Assessments. The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or the Association's attorney, or the Association's authorized representative, including any Management entity, may enforce the obligations to pay assessments by any means available, including by maintenance of a suit at law or in equity, lien filing, lien foreclosure or through the exercise of any power of sale available, as long as such efforts comply with the provisions of NRS 116.

7.04 Lien for Assessments. From the time any assessment becomes due, all sums assessed to any Lot pursuant to this Article, together with interest thereon, fees, charges, late charges and unpaid fine amounts are enforceable as assessments and may be secured by the Lien on such Lot in favor of the Association. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. The Lien under this Declaration is prior to all other liens and encumbrances on a Lot except:

- A. Liens and encumbrances recorded before the recordation of the Original Declaration;
- B. Except as provided by NRS 116 and below, first security interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent;
- C. Liens for real estate taxes, other governmental assessments or charges against the Lot.

The Association's Lien is also prior to all security interests set forth above to the extent of the assessments for common expenses based on the budget adopted by the Association which would have become due in the absence of acceleration during the 9 months immediately preceding institution of any action to enforce the Lien and the super-priority portion of the Lien includes all amounts allowed under the NRS 116. The existence of the Lien does not prohibit the Association from taking action to recover sums secured by the Lien or from taking a deed in lieu of foreclosure. Recordation of the Original Declaration constitutes record notice and perfection of the Lien and no further recordation of any claim for assessments is required.

7.05 Delinquency, Notice and Foreclosure of Lien by Sale. An Association Lien may be foreclosed pursuant to and upon compliance with the affirmative provisions of NRS 116.3116 to 116.31168.

7.06 Election of Remedies. The Association Board may elect to institute legal action against any Member whose payments or assessments are delinquent. In the event an attorney is employed by the Association for these purposes or for foreclosure of the Lien pursuant to the NRS 116, whether or not a lawsuit is filed, the delinquent Owner shall be liable for the payment of reasonable attorney's fees, costs, late charges and interest incurred by virtue of such collection activities. An action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the Lien securing the same.

ARTICLE VIII

Insurance

8.01 Duty to Obtain Insurance. The Association shall obtain and maintain in full force and effect at all times, the following insurance coverages as required by NRS 116.3113 and provided by insurance companies duly authorized to do business in Nevada:

- A. Commercial General Liability Insurance, including insurance for medical payments covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Association's Common Elements. Such liability insurance shall name as separately protected insureds, the Association, the Board, their representatives, members and employees relative to liability arising out of the maintenance or use of any Common Area or Element. Every policy obtained by the Association shall contain an express waiver of any and all rights of subrogation against the Board and their representatives, members and employees.
- B. Property Insurance, covering all Common Elements of the Subdivision. Such insurance shall provide coverage of the Common Elements equal to but not less than 80 percent of the replacement cost of the property at the time of the purchase of the policy and at each renewal date, exclusive of land, foundations, excavations and other customary, routine or normal exclusions.
- C. Workmen's Compensation and Employer's Liability Insurance. The Association may, if necessary, purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.
- D. Crime Insurance, which includes coverage for dishonest acts by members of the executive board and the officers, employees, agents, directors and volunteers of the Association and which extends coverage to any business entity that acts as the community manager of the Association and the employees of that entity. Such insurance may not contain a conviction requirement, and the minimum amount of the policy must not be less than an amount equal to 3 months of aggregate assessments on all Lots plus reserve funds or \$5,000,000 whichever is less.
- E. Directors Fidelity Insurance/Errors and Omissions Coverage. The Association shall purchase in such amounts and in such forms as it shall deem appropriate, coverage for any acts or failure to act by officers, directors, trustees, employees and agents of the Association and employees of any Management entity or person employed or volunteering such services to the Association against errors and omissions made.
- F. Other Insurance. The Board shall purchase other insurance that may be required by NRS 116 and may purchase such other insurance the Board deems prudent or necessary.

8.02 Premiums and Review. Premiums for all the foregoing insurance carried by the Association shall be a common expense and shall be included in the assessments or charges made

by the Association. The Board shall review the limits of all insurance policies of the Association at least once a year and may adjust the limits as the Board deems necessary or appropriate.

8.03 Owner's Insurance Responsibilities. Each Owner shall be responsible for obtaining any insurance the Owner deems appropriate for the Lot and/or Owner's property.

ARTICLE IX

Protection of Lenders

9.01 General. Notwithstanding any other provisions in this Declaration to the contrary, in order to induce institutional lenders to participate in the financing of sales of Lots in the Subdivision, the following provisions are included. To the extent that the provisions of this Article conflict with any other provisions in this Declaration, these provisions shall control. To the extent that the provisions of this Article conflict with NRS 116, NRS 116 controls.

9.02 Encumbrance of Lot Permitted. Any Owner may encumber his or her Lot with a deed of trust or mortgage. The beneficiary of the deed of trust or mortgage is the lender.

9.03 Subordination. Any lien created or claimed under this Declaration is subject and subordinate to the lien of any first deed of trust encumbering any Lot or other property in the subdivision and recorded before the date on which the assessment sought to be enforced became delinquent, except the priority of such first deed of trust is expressly subordinated to such assessment lien by the Act and Section 7.5. It is expressly understood that any such lender shall be liable for all such assessments during any period of time the lender holds title to the Lot.

9.04 Non-Liability for Unpaid Assessments. Except as provided in the Act and Section 7.5, any beneficiary of a first deed of trust who comes into possession or ownership of a Lot pursuant to the remedies provided in the deed of trust shall take such Lot free of any claims for unpaid assessments or charges against the encumbered Lot that accrued prior to the time such beneficiary came into possession or ownership of the Lot. Upon the foreclosure of any deed of trust or conveyance of any Lot to a beneficiary by deed in lieu of foreclosure, the Lot shall remain subject to the Declaration and the amount of all regular and special assessments, to the extent they related to expenses as part of the super priority portion of the Lien and/or they were incurred subsequent to such foreclosure, shall be assessed hereunder to the grantee or purchaser at such foreclosure sale.

9.05 Breach of Covenants. No breach of any of the provisions of this Declaration or re-entry by reason of any such breach shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Lot; provided, however, the provisions of the Declaration shall be binding upon the Owners whose title thereto is acquired under foreclosure, trustee's sale, or otherwise.

9.06 Notice of Default. Upon written request to the Association or as required or allowed by NRS 116, the beneficiary of a first deed of trust encumbering a Lot shall be entitled to written notification from the Association of any default by the trustor in the Governing Documents of the Association that are not cured within 30 days of a demand or request as may be requested by performance of trustor's obligations under the deed trust.

9.07 Other Notices. Any institutional holder, insurer, or guarantor of a first deed of trust encumbering a Lot shall be entitled to timely written notification from the Association of: any condemnation or casualty loss that affects either a material portion of the Subdivision or the Lot securing its deed of trust; a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders. Eligible Mortgage Holder is an entity or person which provides a written notice with the Association. Such holder, insurer, or guarantor may send a written request for such information to the Association and state its name, address, and number or address of the Lot that such deed of trust encumbers or may appear and attend any meeting of the Board or Association at any time.

9.08 Insurance Proceeds and Condemnation Awards. Except as otherwise provided by state law, no provision in any governing documents shall give an Owner, or any other party, priority over any rights of a beneficiary pursuant to its deed of trust in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the encumbered Lot or Common Elements.

9.09 Non-Curable Breaches. Any lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of the Declaration which is noncurable or of a type which is not practical or feasible to cure. Any lender who loans money to facilitate the resale of any Lot after foreclosure or deed in lieu of foreclosure is a loan made in good faith, for value and is entitled to all rights and protections afforded to other lenders.

9.10 Amendments/Conflicts. No amendments to Article 9 shall affect the rights of the holder of a mortgage or deed of trust recorded prior to the recording of said amendment if the holder does not join in the amendment. In the event of a conflict between any provision of this Article and any other Declaration provision, the Article 9 provisions shall control.

ARTICLE X Miscellaneous

10.01 Severability. Every provision of this Declaration is declared to be independent of and severable from every other provision. If any provision shall be held by court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions.

10.02 Amendments. This Declaration may be amended upon the affirmative vote of not less than a majority of the Owners.

Certification

We, the undersigned, hereby certify, under penalty of perjury, that this Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Sierra Desert View Estates in Smith Valley, Nevada was provided to its members for action and that seventy five (75) voted in favor of this Amended and Restated Declaration; that the affirmative action was taken by those members whose votes are recorded in the official records of the Association, and that such affirmative vote conforms with the requirements that there be at least seventy five percent (75%) affirmative vote found in the Declaration.

THE SIERRA DESERT VIEW ESTATES, A
NEVADA NONPROFIT CORPORATION

By: *Steven A. Fulstone*
Steven A. Fulstone, President

By: *Annette Fulstone*
Annette Fulstone, Secretary

STATE OF NEVADA)
) ss:
COUNTY OF LYON)

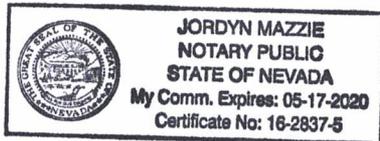
On this 1st day of may, 2019, personally appeared before me, Steven A. Fulstone, known to me or proved to me to be the person mentioned in the above and foregoing documents, and who acknowledged to me that he executed the same for the uses and purposes therein mentioned.

Christine R. Smith
Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS ~~LYON~~)



On this 30 day of April, 2019, personally appeared before me, Annette Fulstone, known to me or proved to me to be the person mentioned in the above and foregoing documents, and who acknowledged to me that she executed the same for the uses and purposes therein mentioned.



Jordyn Mazzie
Notary Public

EXHIBIT A

RECORDED PHASES OF SIERRA DESERT VIEW ESTATES

A parcel of land within Section 15 and the N1/2 of Section 22, T. 11 N., R. 24 E., M. D. B. & M., Lyon County, Nevada and more particularly described as follows:

Commencing at the Northeast Corner of Section 15, T. 11 N., R. 24 E., M. D. B. & M.; thence S46°20'48"W a distance of 3,527.82 feet to the TRUE POINT OF BEGINNING; thence S70°17'46"E a distance of 686.07 feet; thence S69°53'00"E a distance of 62.24 feet; thence S69°28'07"E a distance of 566.57 feet; thence S00°01'05"E a distance of 78.36 feet; thence S68°20'13"W a distance of 547.29 feet; thence S36°10'32"W a distance of 50.00 feet; thence along a curve to the right with a radial bearing of S36°10'32"W, through a central angle of 03°28'01", with a radius of 240.00 feet, a length of 14.52 feet; thence N57°17'29"W a distance of 77.69 feet; thence along a curve to the right, through a central angle of 01°50'42", with a radius of 270.00 feet, a length of 8.69 feet; thence S51°58'56"W a distance of 896.24 feet; thence S54°58'23"E a distance of 775.80 feet; thence along a curve to the left with a radial bearing of N69°06'51"E, through a central angle of 52°44'06", with a radius of 300.00 feet, a length of 276.12 feet; thence S83°31'05"E a distance of 672.68 feet; thence S00°01'05"E a distance of 13.03 feet; thence S89°19'02"E a distance of 382.00 feet; thence S05°50'18"W a distance of 452.82 feet; thence along a curve to the left with a radial bearing of S18°44'02"W, through a central angle of 08°13'55", with a radius of 1,050.00 feet, a length of 150.86 feet; thence S63°02'03"E a distance of 347.33 feet; thence along a curve to the right, through a central angle of 61°55'53", with a radius of 550.00 feet, a length of 594.50 feet; thence N89°49'05"W a distance of 500.13 feet; thence S23°21'53"W a distance of 335.64 feet; thence S45°33'36"W a distance of 392.03 feet; thence S26°12'51"E a distance of 363.84 feet; thence S68°37'46"W a distance of 44.44 feet; thence along a curve to the left, through a central angle of 24°04'50", with a radius of 470.00 feet, a length of 197.53 feet; thence S44°32'56"W a distance of 170.08 feet; thence along a curve to the right, through a central angle of 45°29'19", with a radius of 310.00 feet, a length of 246.12 feet; thence S00°16'51"E a distance of 24.77 feet; thence S43°57'04"E a distance of 312.59 feet; thence S00°09'05"E a distance of 601.89 feet; thence S89°19'27"W a distance of 2,642.60 feet; thence N89°25'31"W a distance of 1,309.19 feet; thence N00°11'59"E a distance of 1,987.92 feet; thence N00°13'21"E a distance of 2,346.23 feet; thence N00°16'30"W a distance of 1,223.99 feet; thence N01°05'05"E a distance of 138.19 feet; thence along a curve to the right, through a central angle of 10°46'56", with a radius of 523.20 feet, a length of 98.46 feet; thence along a curve to the right with a radial bearing of S78°07'59", through a central angle of 37°23'52", with a radius of 275.97 feet, a length of 180.13 feet; thence N49°15'52"E a distance of 244.17 feet; thence N51°49'20"E a distance of 231.28 feet; thence along a curve to the right, through a central angle of 15°21'14", with a radius of 1,164.44 feet, a length of 312.04 feet; thence N67°10'35"E a distance of 291.50 feet; thence N67°53'19"E a distance of 355.05 feet; thence along a curve to the left, through a central angle of 09°58'12",

with a radius of 1,982.60 Feet, a length of 344.99 feet; thence N57°55'07"E a distance 171.39 feet; thence along a curve to the right, through a central angle of 05°25'21", with a radius of 967.71 feet, a length of 91.58 feet; thence S26°39'32"E a distance of 162.10 feet; thence along a curve to the left, through a central angle of 07°08'04", with a radius of 550.00 feet, a length of 68.49 feet; thence S33°47'36"E a distance of 187.72 feet; thence along a curve to the right with a radial bearing of S33°47'36"E, through a central angle of 04°32'30", with a radius of 710.00 feet, a length of 56.28 feet; thence S51°39'54"W a distance of 109.95 feet; thence S33°32'56"E a distance of 844.88 feet; thence S35°30'0W a distance of 754.44 feet; thence S26°55'20"E a distance of 426.19 feet; thence S27°37'02"E a distance of 131.91 feet; thence N86°38'40"E a distance of 437.13 feet; thence along a curve to the left with a radial bearing of N73°46'59"E, through a central angle of 15°08'03", with a radius of 415.00 feet, a length of 109.62 feet; thence N88°55'02"E a distance of 50.00 feet to the TRUE POINT OF BEGINNING. The area of this description is 515.29 acres.

The basis of bearings of this description is the east line of the SE1/4 of Section 15, T. 11 N., R. 24 E., M. D. B. & M. Said line bears North as per the original notes and plat.

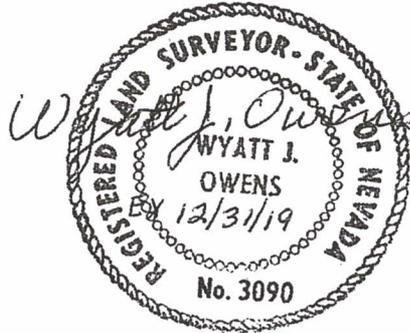


EXHIBIT B

PARCELS OF SIERRA DESERT VIEW ESTATES NOT RECORDED IN PHASES

PARCEL 1

A parcel of land within Section 15 and the S1/2 of Section 10, all in T. 11 N., R. 24 E., M. D. B. & M., Lyon County, Nevada and more particularly described as follows:

Commencing at the East 1/4 Corner of Section 15, T. 11 N., R. 24 E., M. D. B. & M., said corner being the TRUE POINT OF BEGINNING; thence N89°22'22"W a distance of 1,318.22 feet; thence S00°01'05"E a distance of 242.11 feet; thence N69°28'07"W a distance of 566.57 feet; thence N69°53'00"W a distance of 62.24 feet; thence N70°17'46"W a distance of 686.07 feet; thence S88°55'02"W a distance of 50.00 feet; thence along a curve to the left with a radial bearing of N88°55'02"E, through a central angle of 15°08'03", with a radius of 415.00 feet, a length of 109.62 feet; thence S86°38'40"W a distance of 437.13 feet; thence N27°37'02"W a distance of 131.91 feet; thence N26°55'20"W a distance of 426.19 feet; thence N35°30'05"E a distance of 754.44 feet; thence N33°32'56"W a distance of 844.88 feet; thence N51°39'54"E a distance of 109.95 feet; thence along a curve to the right with a radial bearing of S38°20'06"E, through a central angle of 04°32'30", with a radius of 710.00 feet, a length of 56.28 feet; thence N33°47'36"W a distance of 187.72 feet; thence along a curve to the right, through a central angle of 07°08'04", with a radius of 550.00 feet, a length of 68.49 feet; thence N26°39'32"W a distance of 162.10 feet; thence along a curve to the right with a radial bearing of S26°39'23"E, through a central angle of 07°32'51", with a radius of 967.71 feet, a length of 127.48 feet; thence N70°53'19"E a distance of 429.95 feet; thence along a curve to the left, through a central angle of 10°49'29", with a radius of 885.18 feet, a length of 167.23 feet; thence N60°03'50"E a distance of 138.00 feet; thence N57°49'39"E a distance of 392.48 feet; thence N53°26'29"E a distance of 140.69 feet; thence along a curve to the left, through a central angle of 25°21'0", with a radius of 561.00 feet, a length of 248.21 feet; thence N28°05'28"E a distance of 106.20 feet; thence N22°46'53"E a distance of 798.25 feet; thence S89°33'49"E a distance of 293.25 feet; thence S00°33'44"E a distance of 1,329.76 feet; thence S89°28'13"E a distance of 1,318.77 feet; thence S00°00'40"E a distance of 2,658.97 feet to the TRUE POINT OF BEGINNING. The area of this description is 208.67 acres.

The basis of bearings of this description is the East Line of the SE1/4 of Section 15, T. 11 N., R. 24 E., M. D. B. & M. Said line bears N00°00'01"E.

PARCEL 2

A parcel of land within Section 15 of T. 11 N., R. 24 E., M. D. B. & M., Lyon County, Nevada and more particularly described as follows:

Commencing at the East 1/4 Corner of Section 15, T. 11 N., R. 24 E., M. D. B. & M.; thence N89°22'22"W a distance of 1,318.22 feet; thence S00°01'05"E a distance of 320.46 feet to the TRUE POINT OF BEGINNING; thence S68°20'13"W a distance of 547.29 feet; thence S36°10'32"W a distance of 50.00 feet; thence along a curve to the right with a radial bearing of S36°10'32"W, through a central angle of 03°28'01", with a radius of 240.00 feet, a length of 14.52 feet; thence N57°17'29"W a distance of 77.69 feet; thence along a curve to the right, through a central angle of 01°50'42", with a radius of 270.00 feet, a length of 8.69 feet; thence S51°58'56"W a distance of 896.24 feet; thence S54°58'23"E a distance of 775.80 feet; thence along a curve to the left with a radial bearing of N69°06'51"E, through a central angle of 52°44'06", with a radius of 300.00 feet, a length of 276.12 feet; thence S83°31'05"E a distance of 672.68 feet; thence N00°01'05"W a distance of 995.58 feet to the TRUE POINT OF BEGINNING. The area of this description is 19.95 acres.

The basis of bearings of this description is the East Line of the SE1/4 of Section 15, T. 11 N. R. 24 E., M. D. B. & M. Said line bears N00°00'01"E.

PARCEL 3

A parcel of land within Section 15 and the NE1/4 of Section 22, all in T. 11 N., R. 24 E., M. D. B. & M., Lyon County, Nevada and more particularly described as follows:

Commencing at the Southeast Corner of Section 15, T. 11 N., R. 24 E., M. D. B. & M., said corner being the TRUE POINT OF BEGINNING; thence N00°00'01"E a distance of 1,329.89 feet; thence N89°19'02"W a distance of 935.97 feet; thence S05°50'18"W a distance of 452.82 feet; thence along a curve to the left with a radial bearing of S18°44'02"W, through a central angle of 08°13'55", with a radius of 1,050.00 feet, a length of 150.86 feet; thence S63°02'03"E a distance of 347.33 feet; thence along a curve to the right, through a central angle of 61°55'53", with a radius of 550.00 feet, a length of 594.50 feet; thence N89°49'05"W a distance of 500.13 feet; thence S23°21'53"W a distance of 335.64 feet; thence S45°33'36"W a distance of 392.03 feet; thence S26°12'51"E a distance of 363.84 feet; thence S68°37'46"W a distance of 44.44 feet; thence along a curve to the left, through a central angle of 24°04'50", with a radius of 470.00 feet, a length of 197.53 feet; thence S44°32'56"W a distance of 170.08 feet; thence along a curve to the right, through a central angle of 45°29'19", with a radius of 310.00 feet, a length of 246.12 feet; thence S00°16'51"E a distance of 24.77 feet; thence S43°57'04"E a distance of 312.59 feet; thence S89°22'38"E a distance of 1,319.84 feet; thence N00°15'29"W a distance of 1,314.58 feet to the TRUE POINT OF BEGINNING.

The area of this description is 55.08 acres.

The basis of bearings of this description is the East Line of the SE1/4 of Section 15, T. 11 N., R. 24 E., M. D. B. & M. Said line bears N00°00'01"E.

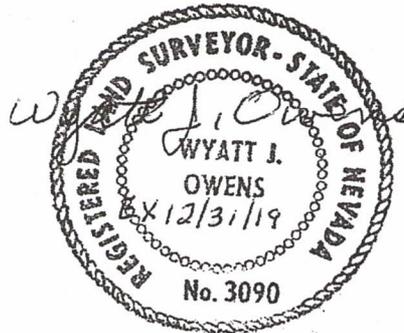


EXHIBIT C

Designation of Livestock Lots

Phase 2C

Block	Lot	APN
E	1	009-162-06

Phase 5A

Block	Lot	APN
A	15	009-183-06
A	16	009-183-07
A	17	009-183-08
G	1	009-182-02
G	2	009-182-01

Phase 5C

Block	Lot	APN
A	33	009-271-05
C	24	009-271-02
D	1	009-271-01
E	7	009-271-03
E	8	009-271-04

Phase 6A

Block	Lot	APN
A	29	009-202-01
A	30	009-202-02
G	3	009-203-01
G	4	009-203-02
G	5	009-203-03
G	6	009-203-04
G	9	009-203-05
G	10	009-203-06

Phase 7A

Block	Lot	APN
B	1	009-222-01
B	2	009-222-02
B	3	009-222-03
B	4	009-222-04
B	5	009-222-05
B	6	009-222-06
B	7	009-222-07
B	8	009-222-08
C	7	009-221-08
C	8	009-221-09
C	9	009-221-10
C	10	009-221-11
C	11	009-221-12
C	12	009-221-13
C	13	009-221-14
C	14	009-221-15
C	15	009-221-16

Phase 8A

Block	Lot	APN
A	18	009-183-09
A	19	009-183-10