

AFTER RECORDING, MAIL TO:

Southwest Vistas Homeowners Association  
c/o A' La Carte Association Management  
1575 Delucchi Lane, 115-22  
Reno, NV 89502



MASTER COPY

FIRST AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS OF SOUTHWEST VISTAS

This amendment to the Declaration is made this 1<sup>st</sup> day of September, 2006, by the Southwest Vistas Homeowners Association, hereinafter referred to as the "Association."

A. The Association, upon vote duly taken and recorded in the books and records, has amended the Declaration of Protective Covenants of Southwest Vistas.

B. There is recorded in the official records of Washoe County, as Document No. 1944057, at Book 4436, pages 878-939 on November 21, 1995, the Declaration of Protective Covenants of Southwest Vistas ("the Declaration").

C. The Association desires to amend the Declaration pursuant to the provisions of Section XIII and NRS 116.2117, to set forth the following provisions as approved by not less than 70% of the voting power of the Association.

D. It is the intent and desire that this First Amendment shall be read together with the Declaration and shall only replace those provisions specifically noted herein.

NOW THEREFORE, the Association does hereby amend the following Sections:

1. Article III, paragraph H as follows:

Signs and Lot Numbers.

Other than during construction of a house, no sign, billboard or advertising structure of any kind may be displayed on any lot or parcel except upon application to and receipt of written permission from the Committee. The Committee shall not unreasonably withhold permission with respect to signs advertising a Lot or parcel for sale, however the Committee may



provide in the Guidelines for such signs of a standard size and color with space provided for insertion of the name and telephone number of the seller or seller's agent, which signs only shall be used if provided for. One sign, identifying the contractor during construction or advertising a home for sale, is permitted, provided it is 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 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 home-for-sale 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. Wording of contractor signs shall be limited to the name and phone number of the contractor, the words "contractor" or "general contractor", if not contained in the firm name, and the architect or designer and Owner(s) of the home. Subcontractor and materialmen signs are prohibited. Contractor signs must be removed upon completion of construction. All residences shall have a designated Lot number that is easily viewable from the road of such design that is consistent with the community and approved by the Committee. Signs not meeting the standards of size, color and other specifications set forth herein, or as approved by the Committee, will be removed from the premises where displayed. They will be held for fourteen (14) days in the administrative office of the Association to be claimed by the Owner. Exceptions to the above criteria may be granted by the Committee upon application. No other signs shall be permitted except as specified in this section.

2. Article III, paragraph L as follows:

Antennas.

Television antennas and antennas for shortwave or ham radio installations will not be installed on any lot or parcel. This paragraph shall not be deemed to prohibit satellite dishes of 24 inches or less in diameter.

3. Article III, paragraph Y as follows:

Landscaping.

Within six (6) months of completion of the main dwelling, each Lot or parcel shall be completely landscaped on the front portion of the lot and within twelve (12) months on the remainder of the lot consistent with approved landscape plans in a manner suitable to the standards, character and quality of Southwest Vistas, and all landscaping shall be maintained to



harmonize with and sustain the attractiveness of the development. Such landscaping shall be completed in accordance with the landscaping plans approved by the Committee. The Committee may extend the time for landscaping for delays related to conditions beyond the reasonable control of the Owner. In the event that any lot Owner fails or refuses to complete such landscaping as provided herein, lot Owner shall be liable to the Association as liquidated damages the sum of one hundred dollars (\$100.00) per day for each day beyond the specified time and until the completion of the landscaping improvements in accordance with the approved landscaping plans. The actual damages to be incurred by the Project and the Association for the failure to complete the landscaping improvements is difficult to ascertain, and the Declarant, Association and the Lot Owner by acquiring any Lot subject to this Declaration acknowledge that \$100.00 per day is a reasonable estimate of the damages to be incurred. Any such liquidated damages shall be a lien against the lot and may be collected by the Association as part of the Assessments as provided in Article VI.


4. Article III, paragraph II as follows:


Basketball Hoops and Structures.

No basketball backboards or hoops shall be attached to any residential dwelling unit, and no pole supporting a basketball backboard or hoop shall be located in the front portion of any house on any lot. This paragraph shall not be deemed to prohibit portable basketball hoops.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to the Declaration of Protective Covenants of Southwest Vistas as of the day and year first written above.

Southwest Vistas Homeowners Association

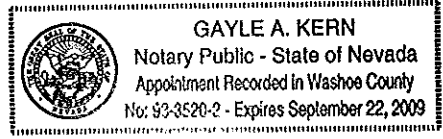
By:   
David Schweer  
Its: President

By:   
Ellen Shaw  
Its: Secretary



STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On this 12<sup>th</sup> day of September, 2006, personally appeared before me, a notary public, David Schweer, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he is the President of the Board of Directors of the Southwest Vistas Homeowners Association, and who further acknowledged to me that he executed the foregoing instrument on behalf of said association for the uses and purposes therein stated.

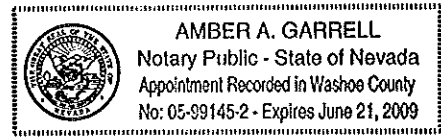


Gayle A. Kern  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On this 15<sup>th</sup> day of September, 2006, personally appeared before me, a notary public, Ellen Shaw, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that she is the Secretary of the Board of Directors of the Southwest Vistas Homeowners Association, and who further acknowledged to me that she executed the foregoing instrument on behalf of said association for the uses and purposes therein stated.

Ellen Shaw  
NOTARY PUBLIC





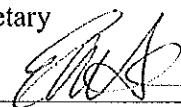
CERTIFICATE OF SECRETARY

I, Ellen Shaw, being duly elected and acting as Secretary of Southwest Vistas Homeowners Association hereby certifies as follows:

1. That not less than seventy percent (70%) of the Owners of the Southwest Vistas Homeowners Association approved the First Amendment to the Declaration of Protective Covenants of Southwest Vistas; and
2. The affirmative action was taken by those members whose votes are recorded in the official records of the Association; and
3. The total number of units in the Association is three hundred and seventy six (376) and the number of Owners indicating their approval of each section of this First Amendment is no less than two hundred and thirteen (213); and
4. The total affirmative votes case in favor of the Amendment for: (a) Article III, paragraph H was 241; (b) Article III, paragraph L was 250; (c) Article III, paragraph Y was 213; and (d) Article III, Paragraph II was 220.

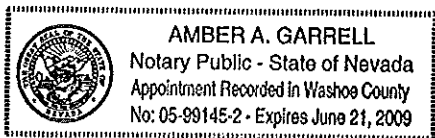
DATED this 1<sup>ST</sup> day of September, 2006.

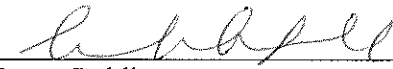
Secretary

BY:   
ELLEN SHAW

STATE OF NEVADA            )  
  ) ss:  
COUNTY OF WASHOE        )

On this 1<sup>st</sup> day of September 2006 personally appeared before me, Ellen Shaw, 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.



  
Notary Public