

PROTECTIVE COVENANTS.

#1 Said land shall be used for residential purposes only. No building erected on said land shall be erected nearer than thirty (30) feet to along a street, or nearer than twenty-five (25) feet to any other boundary. For the purpose of this covenant, eaves, steps, open porches and carports shall be considered part of the building.

Addendum A: Owners may apply for an exception from the Virginia City Ranches Board of Directors (#3) with regard to operation of a home business.

#2 Declarant has caused a non-profit corporation to be formed, "The Shining Mountains Virginia City Ranches Association, to administer all matters regarding surface water rights, location and procedures applicable to the drilling of water wells within the various easements; overseeing and maintaining of all common areas, including the upkeep, grading and maintenance of the major traverse roads, the existing ranch fencing around the perimeter of the property and the exterior lighting at each residence or outbuilding, overseeing, maintaining and stocking the lakes, streams and other water bodies within the property with trout; the receipt and expenditures of moneys through such entity; and architectural approval after January 1, 1985 or if sooner provided.

#3 Plans of all structures that are to be built or placed on the parcels including exterior lighting must be approved by the General Partner of Declarant. Said General Partner will have the right to grant exceptions to the architectural covenants contained here. On January 1, 1985 unless sooner relinquished by the General Partner, The Shining Mountains Virginia City Ranches Association shall automatically succeed to the rights, powers and duties of said General Partner regarding the architectural covenants contained herein.

Addendum A: Exterior lighting will be approved provided the light source is switchable at location and shielded from neighbors.

#4. No main residential structure (i.e. on-site constructed, prefabricated or mobile home) shall be permitted on any lot, the habitable floor space of which, exclusive of basements and garages, is less than 600 square feet.

Addendum A: Modular homes or manufactured homes on permanent concrete or masonry foundations on concrete footings may be permitted with the approval of the board. (See #3) As of April 1, 1999, no mobile homes will be approved.

#5. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal buildings shall be permitted with the approval of the Shining Mountains Virginia City Association.

#6: No trailer, camper or comparable recreational vehicle, or other form of camping accommodation shall be placed upon the premises in other than a temporary manner. Such facilities, when applicable, shall not be permitted status as vehicles and must be duly licensed as such and shall not be permitted to remain unoccupied on the premises in excess of thirty (30) days in any one year unless housed in an approved structure.

Addendum A: All campers or motor homes or similar vehicles for recreation must be housed for storage in an appropriate building or shielded from view.

#7: Any building erected upon any of said lots which is constructed of wood, stucco, cement, or metal, shall be painted or stained on the exterior or shall have the color mixed in the final coat.

Addendum A: Earth tones, which blend with the terrain for siding, roofing and ancillary buildings will be approved.

#8: Once construction shall have been initiated on any structure, including walls, fences, residence, ancillary buildings or other structure, construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed within one (1) year of the time such construction was initiated. Such periods of time may be extended under unusual circumstances, at the discretion and with the written approval of the Shining Mountains Virginia City Ranches Association.

#9: Said land shall not be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands, including the disposal of trash.

#10. All zoning and other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be apart and enforceable hereunder and all owners of said lands rules shall be bound by such laws rules and regulations.

#11: Buyer agrees to be bound by each and all easements, including canal easements, if any and rights of way of record or in existence.

#12. Declarant reserves unto itself all metals, minerals and all petroleum, natural gas and hydro-carbon in or under said land.

#13. No property conveyed shall consist of less than 5+ and no property so sold shall subsequently be subdivided into tracts of less than 5+ acres.

#14. Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant, and the benefits of these covenants shall be enforceable by the Declarant and all owners of land divided from The Shining Mountains North.