

***Eighth Amended and Restated  
Declaration of Covenants, Conditions and Restrictions  
of Tyrolian Village Association, Inc., a Planned Community***

THIS AMENDED DECLARATION is made on this 17th day of August, 2018, by the Tyrolian Village Association, Inc., a planned community, sometimes identified as Tyrolian Village Owners Association, and sometimes identified as Tyrolian Village, Inc., a Nevada Non-Profit Cooperative Corporation without stock. The Amended Declaration of Protective Covenants amends and restates in its entirety, the Declaration of Covenants, Conditions and Restrictions of Tyrolian Village, Inc. dated June 26, 1968, and filed in the office of the County Recorder of Washoe County, Nevada, on June 27, 1968, as Document No. 118591, and amended by the Subsequent Amendments. The Original CC&R's and Subsequent Amendments are amended substantively in its entirety by this Amended Declaration but remain in full force and effect otherwise.

WHEREAS, Tyrolian Village Association, Inc., hereinafter called "Declarant," the successor in interest to Tyrolian Village, Inc., is the owner of all that certain real property within Washoe County, Nevada, defined herein as the "Subject Property," except as to those areas on the final subdivision map designated as "residential sites," which residential sites have previously been conveyed to the "Unit's Owners," as defined herein; and

WHEREAS, the Declarant has reserved no development rights in or to the Subject Property, as defined by NRS 116.11034, except as may be provided in a subsequent amendment of this Declaration or as otherwise permitted by law; and

WHEREAS, it is the desire and intention of the Declarant to impose on said real property mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all said parcels, the structures thereon and the future owners thereof;

**RECITALS**

NOW, THEREFORE, the Declarant hereby declares that all resident portions and ancillary uses of the real property described above are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said real property and are

ASSESSOR'S EXHIBIT III  
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allowed. However, individual garages which are approved by the Architectural Committee may be permitted. For Units with approved garages, such garage shall constitute the designated parking space for the Unit. Garages built after 1992 may not be converted into living space. No further designated space shall be allocated. Access over any common element to an approved garage may be permitted by application to the Board of Directors. The granting of such an application shall vest in the owner a revocable license for limited use and shall not constitute an easement.

2. Maintenance of Parking Spaces. The cost of maintaining the parking spaces described in this section shall be paid by the Association. No such space shall be severed from the Unit ownership to which it has been allocated except that owner or owners involved may permit other owners to use any such space provided that such permission be revocable at any time without notice. All such licenses executed by owners shall be filed with the Association, who may revoke said license in 7 days notice with registered notice delivered to both owners.

#### ARTICLE X. MISCELLANEOUS.

1. Acceptance of Provisions by Grantees. The Association and each Grantee hereafter of any part or portion of or interest in the project, and any purchaser under any grant or contract of sale, or any lessee under any lease covering any part or portion of or interest in the project, accepts the same, subject to all of the restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers of the Association and Declarant provided in this Declaration.

2. Conclusiveness of Records. A certificate of the Secretary of the Association, or in his absence, of any two members of the Association, shall be conclusive proof of all matters contained in the certificate when the certificate shall relate to acts or non-acts of the Association, its Board of Directors, or any committee or agent of the Association and when the certificate shall be prepared for or delivered to any title insurer or land abstractor for use in a search, in preparing an abstract or in insuring title in any Unit ownership or other interest therein, or lien thereon. For the same purposes a certificate of any officer of Declarant shall be conclusive proof of its contents.

3. Interpretation of Restrictions. In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners and occupants of the subject property and Units affected by this Declaration. It is not the intent of this Declaration to interfere with