

DECLARATION OF RESTRICTIONS

of

CARY CREEK ESTATES

THIS DECLARATION made this 6th day of May, 1977 by Nevada Contractor's, Inc., hereinafter called "Declarants."

WITNESSETH:

WHEREAS, said Declarants are the owners of all of the lots embraced within the boundaries of Cary Creek Estates, according to the map thereof filed in the Office of the County Recorder of Douglas County, State of Nevada on _____, 1977, and

WHEREAS, said Declarants as owners intend to sell said lots within said subdivision and desire to subject same to conditions, restrictions, and covenants hereinafter set forth for the benefit of the area and present and future owners thereof, and

WHEREAS, such conditions, restrictions and covenants are intended as part of the general program for the improvement of the subdivision, which program contemplates that said lots shall be used for residential purposes of high quality and are for the benefit of said subdivision and designated lots therein, and shall inure to and pass with said subdivision and lots therein.

NOW, THEREFORE, the said Declarants hereby declare that all designated lots in Cary Creek Estates in Douglas County, Nevada are held by them and shall be conveyed subject to the following conditions, restrictions and covenants, to wit:

A. These conditions, restrictions and covenants shall be considered as covenants running with the land and shall bind the Declarants, their heirs, executors and administrators, and all future assigns, or any part or parts thereof, for and during the period ending 1 January 2000, after which this Declaration of Restrictions and Covenants shall automatically extend for successive periods of 10 years, provided, however, 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 Douglas County, Nevada, of a revocation of, amendments to, or supplemental declaration of restrictions duly executed and acknowledged by the owners of not less than 75% of the lots comprising and participating in these restrictions.

B. The conditions, restrictions and covenants herein contained, shall bind and inure to the benefit of, and be enforceable by, Declarants, their heirs, executors and administrators and all future assigns, or by the owner or owners of any lot or lots defined herein. The Architectural Committee or any owner or owners of any of said lots may institute and prosecute any proceeding at law or in equity against any person, firm or corporation, violating or threatening to violate, any of the conditions, restrictions or covenants herein contained. Any such action may be maintained for the purpose of preventing a violation or to recover damages for a violation or for both such purposes. The failure of Declarants, their successors, or assigns, or of any owner of any of said lots to enforce any of the conditions, restrictions or covenants herein contained shall not be deemed a waiver of right to enforce them thereafter. Nothing herein shall be construed as preventing the application of any remedy given by law against a nuisance, public or private. The remedy of which shall be in addition to any other remedy or remedies now or hereafter provided by law.

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C. Any invalidation of a specific condition, restriction or covenant by the judgement or order of any court of competent jurisdiction shall not affect the validity of the remaining conditions, restrictions and covenants which shall continue and remain in full force and effect. Any condition, restriction or covenant as invalidated shall be deemed separable from the remaining conditions, restrictions and covenants herein set forth.

D. The restrictions, covenants and conditions to which said property is hereby subjected are as follows:

1. Only one single, private dwelling, or residence, together with garage or carport, together with private recreation facilities, retaining and other walls and other normal appurtenances shall be permitted. A detached guest or servants facility may be permissive providing:

- a. total gross floor area is not more than 400 square feet.
- b. there is no kitchen or other facilities or area capable of separate cooking.
- c. the premises are used solely for the support and convenience of the primary dwelling without charge.

2. No business or profession shall be carried on or conducted upon any portion of the said premises.

3. No temporary structure of any kind shall be erected, constructed, permitted or maintained on any portion of said property prior to the commencement of the erection of a principal dwelling house thereon, and no guest house, garage, shed, tent, trailer, basement or other building shall be used for permanent or temporary residence purposes at any time.

4. No trailer, bus or recreational vehicle of any kind shall be permitted or maintained on any portion of said property unless said vehicles are provided with suitable enclosures so as to render them invisible from adjoining properties.

5. No dwelling having a ground floor area of less than 1600 square feet, exclusive of porches, patios, terraces, and garages shall be erected or maintained. All structures erected shall be built in a good workmanlike manner and be maintained in good condition. No building shall be moved from any other location onto any lot unless it shall have been newly constructed elsewhere for the express purpose of placing it on said lot. No structures shall be more than two stories high with a maximum height of thirty-five feet.

6. When the construction of any structure is commenced upon any of said lots, the owner thereof shall prosecute, with all reasonable diligence, the completion thereof and shall complete the construction thereof within twelve (12) months from the date of commencement.

7. No building or structure shall be constructed of a material that will cause the sunlight to be reflected nor shall any building or other structure be surfaced with any paint or other material that will cause the sunlight to be reflected.

8. No part or portion of any building of any kind shall be constructed or maintained upon any residence closer to the front or street line than the setback as shown on the amended plat, 30 feet from any side line, or 50 feet from any rear line thereof.

9. No dwelling house shall be occupied for residence purposes until the same shall be connected to a sanitary sewage disposal system consisting of individual septic tanks or other equally sanitary structures for the storage or disposal of sewage, constructed, located and connected with a disposal field, in a manner first

approved in writing by the authority having jurisdiction thereof. No cesspool or outside toilet shall be permitted.

10. Each owner of any portion of the tract hereinabove described shall be responsible for their own domestic water supply.

11. No lot shall be subdivided into smaller lots or parcels of land to obtain additional building sites.

12. No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any of said lots, and the owner thereof shall cause all such material to be disposed of by and in accordance with accepted sanitary practice. All garbage or trash containers, oil tanks, and other such facilities must be underground or placed in walled in areas so that they shall not be visible from the adjoining properties or from the streets. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly, sightly and well groomed manner.

13. No noxious, offensive or disturbing activity of any kind shall be permitted on said property or any portion thereof or within any building.

14. No utility "night lights" shall be installed.

15. Declarants reserve for the purpose of installing and maintaining public utility facilities, drainage facilities, and for such other purpose incident to the development of the subject property, certain easements, all of which are shown on the recorded maps of said property. Declarants also reserve the right to create easements and rights-of-way for public utility use, drainage purposes, television cables, or any one or more of the same across any lot, provided, however, that said easements and rights-of-way shall be located along one or more of the property lines and extending not more than 10 feet therefrom and the exercise of the rights thereunder do not interfere with any of the buildings or improvements located on the property.

16. No billboards or signs of any character shall be permitted on any lot except a sign not larger than seventy-two (72) square inches, setting forth the name of the owner or occupant of a lot and with the exception of one (1) only "For Rent" or "For Sale" sign not larger than two hundred sixteen (216) square inches. No signs of a commercial nature shall be erected at any time. All signs must be professionally or commercially lettered. The only exception thereto will be by the express written permission of the Architectural Committee.

17. There shall be no deed, conveyance, agreement or other document executed, the terms of which separate surface or subsurface rights into different ownerships.

18. No work or exploration for any minerals, or drilling for any minerals, or mining of any minerals or quarrying of any rock, minerals, soil or material of any nature shall be conducted on any lots nor shall any excavation of any nature be made upon said property or any portion thereof, except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, and the construction of dwellings and appurtenant structures.

19. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and provided they do not become a nuisance to other property owners. There shall be no more than two (2) dogs kept on any one property.

20. All brush or other combustible materials to a distance of 25' from the perimeter of the main building shall be cleared and the area suitably landscaped. Wherever possible, the native ground cover shall be maintained, however if (and when) brush is removed, appropriate replacement ground cover will be installed immediately.

E. Architectural Considerations: In order to provide for the orderly development of said subdivision and to aid in establishing a unique and prestigious architectural format, there is hereby created an Architectural Committee initially comprised of Edrie Schwake, Sigrid Schwake and Raymond M. Smith.

1. The Architectural Committee shall examine and approve or stipulate reasonable changes or alterations in plans for any structure, dwelling unit, outbuilding, pool, hedge, fence or wall to be constructed on any lot. Said changes or alterations in plans duly submitted to the committee shall be made only in the best and continuing interest of maintaining a superior tone and quality of architecture throughout the subdivision. In the event of resignation, incapacity, failure or death of any member or members of the Architectural Committee, the remaining member or members shall fill any vacancy or vacancies. Further, the Architectural Committee shall have the power to establish its own internal rules and regulations and procedural details.

2. No dwelling unit, garage, outbuilding, fence, wall, retaining wall or any type of construction activity, including grading and/or removal of natural cover, shall be commenced or placed upon any lot until two complete sets of plans and specifications thereof, including front, side and rear elevations, along with floor plans for each floor and basement, exterior color scheme thereof and plot plan indicating and establishing the exact location of all structures, including landscape details, shall have first been submitted in writing to the committee for approval, and said approval obtained in writing from the Architectural Committee. It is highly recommended that preliminary drawings be presented before final plans and specifications are completed. Said approval will be effected by the endorsement of the Committee on both sets of plans, one set of which will be retained by the Committee and one set returned to the lot owner. A filing fee in the amount of 1% of estimated construction value shall accompany such submittal.

3. If any redecorating or alterations of the exterior of any existing structure be proposed without remodeling or adding to or effecting structural changes in any existing structure, it shall be necessary only to file an exterior color scheme of such changes and to receive written approval of the committee prior to commencing said work. When exterior redecoration, alteration, additions or remodeling effect structural changes, the provisions of paragraph 2 must be met and the submission is subject to the provisions of paragraph 4.

4. Approval by the Committee of any given plan, plans, alterations or change may be withheld due to noncompliance with any of the specific requirements of this Declaration of Restrictions, or due to reasonable disapproval of the Committee as to the location of the building site upon any lot; appearance, construction materials to be used therein or thereon, the lot grading plan, the harmony of a proposed structure with the surrounding area and homes, and the influence or effect any structure may have upon the view, outlook, or adjacent and/or neighboring homes. At no time shall the committee action on any matter submitted before it take more than 30 days from the date of such submission.

5. Fences should be functional relating to living areas. Use of fences, hedges or walls to delineate property lines will be discouraged. All front yard fences shall be rail wooden structures of either natural or stained wood not to exceed four (4) feet in height.

6. No clothes line shall be constructed or erected which would be visible from any front or side street. In such event that the nature of the lot and the building site thereon render placement of such lines impractical, then it is incumbent upon the lot owner or owners to provide suitable enclosures for said clothes lines as to render them invisible from all directions.

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7. Containers for refuse, trash and garbage are to be fully enclosed so as to be not visible from any adjoining lot, residence, or front or side street, and must be enclosed and maintained and disposed of in accordance with accepted sanitary practice.

8. All utility connections and service lines installed to each individual lot, dwelling unit or outbuilding will be installed underground, including electric service, water service, gas service, community antenna cable and telephone cable, in accordance with accepted construction and utility standards. Electrical supply to the well shall be separately served.

9. Within one (1) year of completion of the main dwelling unit, each lot or parcel shall be landscaped from the curb line to the front building line in a manner suitable to the character and quality of the development and as set forth on the approved building plan, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development. A minimum of two trees will be planted in this area as part of the overall landscape plan.

10. No wall, fence hedge or shrub planting that obstructs sight lines at elevations between three and six feet above the roadways shall be placed or allowed to remain on any corner lot within the triangular area formed by the street property lines and lines connecting them at points 25 feet from the intersection of the street property lines extended. Further, no tree shall be permitted to obstruct said intersection unless the foilage line is of such height that it does not obstruct said intersection sight lines.

11. There shall be no ham radio or C.B. operations at any time.

12. Every single family dwelling unit constructed within the subdivision shall have on the same lot covered automobile storage space for at least two but not more than four automobiles and not located within the stipulated front, rear or side yard setback areas of the principal structures.

13. All roofs shall be constructed of a fire retardant material only. An exterior dry sprinkler system shall be installed along the roof ridge of the main structure (at least).

14. Each individual well to be wired separately from the house.

15. During the construction period, all lot owners are responsible for the supervision of their contractor and his crews so that a minimum of natural vegetation is disturbed.

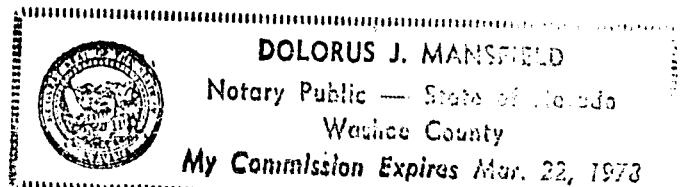
IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions the day and year first above written.

Mehitt H. Schwabe
Eric Ross Schwabe

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

On this 6th day of May, 1977, personally appeared before me, the undersigned, a Notary Public in and for the said State, and known to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes herein mentioned. In witness whereof I have hereunto set my hand and affixed my official seal.

Dolorus J. Mansfield
Notary Public



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PROXY

REQUESTED BY

Raymond M. Smith
OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA *Inc.*

8.00 pd

1977 MAY 27 AM 11:22

MATRICIA J. WILLIAMS
RECORDER

Donna Garrison 09577
(Rep.)

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