

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SHADOW RUN  
DOUGLAS COUNTY, NEVADA

The undersigned, JOSEPH S. LODATO, CRAIG L. LODATO and DONALD M. THOMPSON, owners of that certain real property situated in the State of Nevada, County of Douglas, particularly described on Exhibit "A", attached hereto and expressly made a part hereof, hereby covenant, agree and declare that all paid lots and property are and will be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are hereby declared to be for the benefit of the whole subdivision and all of the property described therein, and the owner thereof, their successors and assigns. Said restrictions establish and impose a general plan for the improvement and development of said subdivision and all the property described therein and the adoption and establishment of covenants and restrictions upon said land and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof. Every conveyance of any of said lot or lots or property or portion thereof in said subdivision of land shall be and is subject to the said covenants, conditions and restrictions as follows:

The undersigned, JOSEPH S. LODATO, CRAIG L. LODATO and DONALD M. THOMPSON, hereby constitute a body to act and be known as the "Architectural Control Committee", hereinafter called the "Committee". These three persons may appoint a fourth party as an alternate. The principal function of the Committee is to administer these covenants, conditions and restrictions.

1. Parcels in the subdivision may be used only for one single family residence, with attached or detached garage. No commercial activity of any kind may be carried on, nor shall anything be done which can be or become an annoyance or nuisance to the neighborhood. All buildings or structures erected upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises, provided, however, that a "guest house" may be constructed if under the same roof as the main house (i.e., attached by breezeway)
2. No structures of temporary character, including but not limited to travel trailers, campers, tents, basements, shacks, garages, barns or other outbuildings, shall be used on any lot at any time as residence, either temporarily or permanent.
3. The minimum floor space requirements shall be 2000 square feet of prime living area for any residential dwelling, exclusive of any thereof used for a garage, a basement, decks and patios, or any living space above the ground floor.
4. No building or structure shall be erected or permitted on any lot nearer than 300 feet from any street, or 100 feet from the rear property line, or 75 feet from the sidelines of any lot; provided, however, where two or more lots are declared and used as a single building site, the sidelines shall refer only to the lines bordering on the adjoining property owner.
5. Property abutting equestrian easements shall not be fenced past easement lines.
6. No outside storage of any kind shall be permitted, except that all clotheslines, boats, trailers, campers, garbage cans, wood piles, motorcycles or propane tanks, shall be screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and front street or road.
7. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No dumping of garbage, storage of wrecked or junked automobiles, or wrecked or junked appliances shall be permitted in any way upon the premises.

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8. No lot or parcel as shown on the map of Shadow Run may be divided without the written approval of the Committee first having been obtained. Minimum of 10 Acres

9. There shall be no raising, keeping, breeding or maintaining of animals specifically including but not limited to goats, pigs, chickens or roosters, on the premises, except that up to 12 chickens and no more than one lamb, pig or calf. No more than two of such animals as dogs or cats will be allowed, and shall be so controlled and restrained as not to run at large or become a nuisance or annoyance to the neighborhood.

10. Before construction activity of any kind shall be permitted to commence, the following shall be submitted to the Committee for approval: 2 complete sets of construction plans, including specifications; 2 sets of prints or drawings showing external color scheme; 2 copies of plot plans showing proposed building location with respect to the parcel boundaries. The Committee requires at least 30 days after receiving the plans and drawings in which to grant its approval. Preliminary plans may be submitted for preliminary approval of the Committee prior to complete drawings. On approval of final plans, one set of these exhibits shall be certified as "approved" and returned to the owner or its agent; the second set shall be filed. Any subsequent alterations, improvements or additions affecting external appearance must also be subject to Committee approval. When the erection of any structure is once begun, the work thereon must be fully completed within nine (9) months from the date of the commencement of the construction thereon.

11. No discharging of firearms will be permitted.

12. No signs or any other advertising media of any sort will be permitted to be placed on any parcel or right of way, except with written revokable permit from the Committee.

13. No walls, hedges, fences or other sight barriers shall be erected or allowed to grow higher than 6 feet on the rear and side boundaries, or higher than 5 feet on the front boundary. Exceptions may be permitted to this immediately adjoining buildings, as around patios or swimming pools. Nothing which constitutes a barrier to safe driving sight distances, particularly at street intersections, may be erected or allowed to grow.

14. Any swimming pool constructed shall have a minimum 1 1/2" pipe leading from the bottom of the pool to a place readily and easily accessible to fire equipment. Pipe will be terminated with a 1 1/2" National Standard male fitting and cap.

15. The undersigned owners expressly reserve the right to revoke or amend the covenants, conditions and restrictions hereby declared, and further expressly reserve the right to waive, in individual cases, any of such covenants, conditions and restrictions. Any waiver or invalidity of any one or more of these covenants, conditions, and restrictions shall in no way affect any other provision herein contained, but all such remaining provisions shall continue in full force and effect.

16. In the event legal action must be taken to enforce any covenant, condition or restriction herein contained, all costs of such suit shall be born by the erring party in such action. A failure to enforce any condition, covenant, or restriction herein shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure give rise to any cause of action by any person whomsoever against the undersigned, its successors or assigns, who shall in no way be liable to any person whomsoever, or the heirs, successors or assigns thereof, for any such failure.

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17. Any or all of the rights, titles, easements and estates given to or reserved by the undersigned, its successors and assigns hereunder, may be assigned, in whole or in part, to any person, organization, association, or corporation, and the same similarly may be delegated to any nominee.

18. All building materials must be brick, wood, stone or adobe, and all roofs must be medium shake or tile. Materials used in any structure must be specified and must be approved by the Committee prior to commencement of any building.

19. Lighting by Mercury Vapor lamp will not be allowed. No outdoor lighting will be allowed more than eight feet above the ground.

EXHIBIT "A"

PARCEL 3:

A parcel of land lying in a portion of the SE1/4 Section 3, T. 12 N., R. 19 E., M.D.B.&M., in Douglas County, bordering on the southline of Mottsville Lane, described as follows:

Beginning at the southwest corner of the following described parcel, from which the southwest corner of said section 3, bears S. 77°04'10" W., 4151.38 feet; thence

N. 70°56'00" E.,	407.97 feet; thence
N. 19°31'00" W.,	1068.11 feet to the
southerly right of way line of said Mottsville Lane,	thence along said
right of way	
S. 70°50'00" W.,	407.97 feet; thence
S. 19°31'00" E.,	1067.40 feet to the
point of beginning.	

PARCEL 4:

A parcel of land lying in a portion of the SE1/4 of Section 3, T. 12 N., R. 19 E., M.D.B.&M., in Douglas County, Nevada, bordering on the southerly line of Mottsville Lane, described as follows:

Beginning at the southwest corner of the following described parcel, from which the southwest corner of said section 3 bears S 77°44'13" W., 3745.70 feet; thence

N. 70°56'00" E.,	408.28 feet; thence
N. 19°31'00" W.,	1067.40 feet to the
southerly right of way line of said Mottsville Lane,	thence along the
said right of way line	
S. 70°50'00" W.,	408.28 feet; thence
S. 19°31'00" E.,	1066.69 feet to the point
of beginning.	

A.P. #19-110-08

Reserving unto Grantor, his heir and Assigns an easement for water pipelines and Utility purposes thereto over, under and across the southerly ten (10) feet of the herein property.

