

20

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

NORTH VALLEY INDUSTRIAL PARK

THIS DECLARATION is made this 27th day of November, 1989, by LOUIS D. ROMANO and MARIE ROMANO, Owners of NORTH VALLEY INDUSTRIAL PARK, hereinafter referred to as "Declarants".

ARTICLE I: RECITALS

Section 1.01: Declarants are the owners of certain real property located and situated in the County of Douglas, State of Nevada, described in Exhibit "A" attached hereto and made a part hereof by reference, hereinafter referred to as the "Property".

Section 1.02: In order to establish a general plan for the improvement and development of this Property, Declarants desire to impose on it mutual and beneficial restrictions for the benefit of all the lands in the Property and for the benefit of Declarants and the future owners of those lands.

Section 1.03: In order to insure the proper development and use of the Property, to protect the owner of each parcel within the Property against such improper development and use of parcels within the Property and of the Property as a whole to avoid diminishing the value of his parcel, to prevent non-uniform and inharmonious and mediocre improvements and in general to provide adequately for a high type and quality of improvement and use of each parcel thereof, to certain covenants, conditions and restrictions for the benefit of all property within the subdivision. All of the Property and each parcel within the Property shall be held,

improved and conveyed subject to those covenants, conditions and restrictions which shall be enforceable in accordance with this Declaration by Declarants and the law and by each owner of a parcel or parcels of real property within the subdivision.

ARTICLE II: GENERAL PROVISIONS

Section 2.01: Establishment of Covenants, Conditions and Restrictions.

Declarants, owners of the Property, hereby declare that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the Covenants, Conditions and Restrictions herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with each and every parcel of the Property, and apply to and bind the heirs, assignees and successors in interest of each and every owner of a parcel or parcels of the Property.

Section 2.02: Restrictions and Conditions Operate as Covenants.

Each purchaser of any parcel of the Property covenants and agrees with Declarants, their successors and assigns, to use the Property only in accordance with the Covenants, Conditions and Restrictions herein set forth and to refrain from using the Property in any way inconsistent with or in contravention of the provisions of this Declaration, any governing County ordinances, State statutes or other applicable laws or regulations.

Section 2.03: Purpose of Covenants, Conditions and Restrictions.

It is the intent and purpose of these Covenants, Conditions and Restrictions to allow the location on the Property of general

light manufacturing activities, and other uses and activities permitted by law, provided that such activities are confined within a building or buildings and do not contribute excessive noise, dust, smoke or vibration to the surrounding environment nor contain a high hazard potential due to the nature of the products, materials or processes involved. It is the further intent and purpose of these Covenants, Conditions and Restrictions to control the user-occupant density on the Property and to expressly prohibit certain uses of the Property.

Section 2.04: Definitions

- A. Area of Elevation. Total height and length of a building as projected to a vertical plane.
- B. Building Line. An imaginary line parallel to the street right-of-way line specifying the closest point from this street right-of-way line that a building structure may be located (except for overhang, stairs and sunscreens).
- C. Lot. The fractional part of blocks as divided and subdivided on subdivision maps of the Official Records of Douglas County, Nevada, as they may, from time to time, be amended or modified.
- D. Right-of-Way Line. When reference is made to right-of-way line, it shall mean the line which is then established on the filed subdivision or parcel maps as the ultimate right-of-way line for roads and streets.
- E. Side, Back and Front of Lots and Sites. Side, back and front yards shall be as set forth in Section 4.01 of Article IV hereof, or as more limited by Douglas County Code, if applicable.

216178

F. Sign. Any structure, device or contrivance, electric or non-electric, and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

G. Site. All contiguous land under one ownership and tenancy; provided, however, that multiple occupancy of a building does not destroy a parcel's character as a Site.

H. Streets. Reference to all streets or rights-of-way within this Declaration shall mean dedicated vehicular rights-of-way. In the case of private or non-dedicated streets, a minimum setback from the right-of-way line of said streets of ten (10) feet shall be required for all structures. Except for access drives, this area shall be landscaped according to the setback area standards from dedicated streets contained herein.

ARTICLE III: PERMITTED USES

Section 3.01: Each and every lot and site of the Property is restricted to the following permitted uses:

1. Manufacturing, processing, assembly, production of building materials and components, fabrication, warehousing, development projects, research or experimental laboratories, public utility buildings and substations, public airport and airport related facilities.

2. Administrative and executive offices when associated with a permitted use;

3. Offices and commercial establishments which provide services or consultation to other permitted uses, excluding retail uses intended to serve the general public.

4. Temporary storage of hazardous and/or waste material when the manner of storage, length of storage, type and amount of materials to be stored has been approved by Douglas County;

5. Restaurant, cafeteria, auditorium, classrooms, medical clinic, athletic and recreational facilities, day care centers, gardens, service stations and other accessory uses customarily incidental to the permitted uses above, pursuant to law.

ARTICLE IV: PROHIBITED USES

Section 4.01: Each and every lot and site of the Property is prohibited as to the following uses due to zoning and airport use requirements:

1. Residential, churches, schools, (except as incidental to support a permitted use);
2. Except as permitted by law, disposal and stock piling of hazardous and/or waste materials;
3. Uses which would endanger or interfere with the safe operation of aircraft due to electrical emissions or interference, smoke, glare, distracting lights, attraction of birds or similar nuisances. This shall preclude the emission of light, smoke and electronic effects;
4. Noise sensitive uses operations or businesses;
5. Antennas, trees or buildings over 35 feet in height;
6. All commercial uses not authorized by Douglas County Code or other governing law or regulation.

216178

BOOK 1289 PAGE 838

ARTICLE V: DEVELOPMENT STANDARDS

Section 5.01: It is the intent of these Declarants to provide a quality, industrially oriented center of aesthetically associated buildings in an attractive environment, with a minimal impact on air and water quality and the airport facility. It is intended that this facility will be aesthetically pleasing to the general public and provide a compatible work place for the employees.

Section 5.02: Setbacks. There shall be a fifty (50) foot setback along the main arterial, Nowlin Way. No building shall be located on any one or more lots nearer than thirty (30) feet on all lot frontages or nearer than twenty (20) feet of any side or rear lot lines.

A. Side or rear yard setbacks may be waived between adjoining lots owned by one owner who places a single building or facility on both lots.

B. Interior lot lines for a corner lot shall be considered side lot lines.

Section 5.03: Site Coverage. Site coverage shall be governed by setbacks, parking requirements and related circulation relevant to truck movements, delivery vehicles and traffic flow. It shall also be governed by landscaping requirements, as discussed herein.

Section 5.04: Architectural Review.

A. The Architectural Review Committee shall initially consist of the Declarants, or upon their deaths, their legal representatives, as determined by any written appointment, testamentary or otherwise, or by any Court of competent jurisdiction.

216178

tion. After a majority of the lots are sold, the Architectural Review Committee shall consist of the Declarants, or their legal representative(s), and two (2) other owners of lots as appointed by a majority of the lot owners. Each lot shall entitle the owner thereof to one (1) vote.

B. The construction of any building, fence, wall or other structure shall not be commenced, and any addition, change or alteration thereto, shall not be made until specific plans and specifications have been approved in writing by the Architectural Review Committee.

C. In approving or disapproving such plans and specifications, the Architectural Review Committee shall take into consideration the Covenants, Conditions and Restrictions of this Declaration, harmony of external design and location in relation to surrounding structures, landscape materials, the nature, theme, color, use, shape, height, building materials and location of the structures. It is proposed that specific building materials be allowed that will provide a pleasing mix of texture and color, while following a variety of determined architectural styles, allowing for individual expression while maintaining a pleasing, blending atmosphere.

If the Committee does not approve or disapprove the plans and specifications in writing, and give written notice thereof to the application within thirty (30) days after they are submitted to the Committee, the plans and specifications shall be deemed approved.

D. No unpainted metal buildings shall be allowed.

216178

E. The exterior of all buildings and all access areas and paved areas on all lots shall be well maintained.

F. The landscaping shall be well maintained, including automatic irrigation, and any dead shrubs or trees replaced forthwith.

G. The construction of all structures, site improvements, including landscaping, must be completed within one (1) year after the start of construction. If construction is not so completed, for any reason whatsoever, within said period, the owner shall pay to the Architectural Review Committee the sum of One Hundred Dollars (\$100.00) per day for each day beyond the one-year period until the structure, site improvements and landscaping are completed. Such monies shall be used by the Architectural Review Committee for the payment of any costs or fees incurred in enforcing the provisions of this Declaration, and for the betterment of the Property as the Committee, in its sole discretion, determines.

H. The plans and specifications shall also be subject to any Design Review Requirements of Douglas County.

Section 5.05: Parking.

A. Parking requirements are to be based on an employee demands, customer need and turnover, balanced with delivery intensity and circulation.

B. Each owner of a site shall provide adequate off-street parking to accommodate all parking needs for the site. No on-street parking will be permitted.

C. Required off-street parking shall be provided on the site of the use served. Parking on these lots shall be subject

216178

to approval of the Architectural Review Committee and Douglas County Design Review. The following guides and the applicable provisions of the Douglas County Code shall be used to determine parking requirements.

Section 5.06: Landscaping

A. Landscaping materials shall be low water demand type plants placed in strategic areas to provide maximum effect for screening, beautification and ground cover. Xeriscape projects are encouraged. A fifty (50) foot landscape buffer along the main arterial (Nowlin Way) is required in the A-I zone. Fifteen Percent (15%) of the total lot area and Five Percent (5%) of the parking area shall also be landscaped. An appropriate variety of landscape materials will be encouraged to provide a pleasing appearance while maintaining a common theme of evergreen trees and shrubs with a mix of accent plants for color. Lawn areas should be minimized for accent areas of emphasis.

B. Along the cul-de-sac streets, the entire area between the front property line and a point thirty (30) feet in back of the front property line shall be landscaped except for any access driveway in said area. Joint access at common property lines is encouraged.

C. Side property lines not used for access driveway shall be landscaped utilizing ground cover and/or shrub and tree materials for a five (5) foot width and extending from the street to the front building line. Additional landscaping may be required by Douglas County Design Review.

216178

BOOK 1289 PAGE 842

D. Landscaped areas using shrubs shall be a minimum of five (5) gallon size and trees shall be a minimum of fifteen (15) gallon size.

E. All landscaping shall be maintained by installation of a sprinkler or drip irrigation system operated by automatic timers.

Section 5.07: Loading Areas. Loading, unloading and major delivery points shall be limited to rear and side building areas.

These areas shall be screened from the street by suitable planting, building projections or a combination thereof.

Section 5.08: Storage Areas. All outdoor storage shall be visually screened from streets and adjacent property. Any such screening shall form a complete opaque screen up to a point six (6) feet in vertical height. No storage shall be permitted between a frontage street and the building line. Any outside storage areas shall be located in the rear or side areas.

Section 5.09: Refuse Collection Areas. All outdoor refuse collection areas shall be visually screened from access streets and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage street and the building line.

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216178

BOOK 1289 PAGE 843

Section 5.10: Telephone and Electrical Service. All "on-site" electrical lines and telephone lines shall be placed underground.

Section 5.11: Nuisances. No portion of the property shall be used in such a manner as to create a nuisance to adjacent sites, such as, but not limited to, vibration, sound, electro-mechanical disturbances and radiation, electro-magnetic disturbances, radiation, air or water pollution, dust, emission or odorous, toxic or noxious matter, or that would in any manner violate the prohibitions set forth in Article IV hereof.

Section 5.12: Signs. Signs shall be limited to one (1) street frontage, either on the building face or on a free standing pole or monument. Sign size is governed by County ordinance, allowing twenty (20) square feet/each 1000 square feet of gross floor area. The Architectural Review Committee will provide all the purchasers with an architectural theme that will regulate colors and materials, but not limited thereto, in an effort to maintain a standard and harmonious structure. Sign height shall be limited to twenty (20) feet. All sign lighting shall be shaded.

Section 5.13: Lighting. Exterior lighting shall be limited to parking lot illumination for the purposes of safety, security and building identification. No high intensity lighting shall be allowed. All lighting is to be shaded and directed so as not to interfere with the airport operation, consistent with the prohibitions contained in Article IV hereof.

Section 5.14: Building Height. All structures in the A-I zone shall be limited to 35 feet in height, due to the property's proximity to the airport flight path.

Section 5.15: Aviation Easement. In that this project is within the Douglas County Airport Flight Path, the following precautions and restrictions must be observed and will be enforced:

A. No use that would conflict with the Airport operation or safety will be allowed;

B. Open space between buildings will be maximized for crash sites, or crash worthiness purposes; and,

C. Other relevant precautions, restrictions and prohibitions are contained in Article IV hereof.

ARTICLE VI: ADDITIONAL RESTRICTIONS

Section 6.01: Lot Splits. Each and every site shall consist of at least one whole and entire lot of not less than one (1) acre. No owner shall initiate action to reduce the size of any lot or further subdivide any lot with the exception of Block B, Phase II, which may be split into a maximum of eight (8) parcels, each of which has frontage on the street, and is not less than one (1) net acre.

ARTICLE VII: ENFORCEMENT

Section 8.01: Abatement and Suit. Violation or breach of any covenant, condition or restriction herein contained shall give to Declarants, and every other owner of property for whose benefit these Covenants, Conditions and Restrictions are expressly made, the right to prosecute a proceeding at law or in equity against the person or persons who have violated, or are attempting to violate, any of these Covenants, Conditions and

216178

Restrictions, to enjoin or prevent them from doing so, to cause said violation or violations to be remedied, or to recover damages for said violation. The foregoing remedies shall be cumulative, and the remedies for any such breach or violation for Covenants, Conditions or Restrictions contained herein shall not be limited to those specifically referred to herein.

Section 7.02: Deemed to Constitute a Nuisance. The result of every action or omission whereby any covenant, condition or restriction herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an offending owner shall be applicable, and may be exercised by Declarants or by an owner of property for whose benefit these Covenants, Conditions or Restrictions are made.

Section 7.03: Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration, or to restrain the violation of this Declaration or any provision hereof, the prevailing party or parties in such proceedings shall be entitled to their attorney's fees and costs of suit.

Section 7.04: Inspection. Declarants may, from time to time, at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

Section 7.04: Failure to Enforce Not a Waiver of Rights. The failure of Declarants or any other property owner to enforce any condition, covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other condition,

covenant or restriction.

ARTICLE VIII: TERM, TERMINATION AND MODIFICATION

Section 8.01: Term. This Declaration, every provision hereof, and every covenant, condition and restriction contained herein, shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, unless otherwise specifically provided.

Section 8.02: Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, with the written consent of the owners of sixty-five percent (65%) of the Property specified in Exhibit A hereto, based on the number of square feet owned as compared to the total number of square feet so specified, provided, however, that so long as Declarants own at least twenty percent (20%) of the Property as specified in Exhibit A hereto, no such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the County Recorder of Douglas County, Nevada.

ARTICLE IX: MISCELLANEOUS PROVISIONS

Section 9.01: Every person, firm, corporation or other legal entity who or that now or hereafter owns or acquires any right, title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein,

whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

Section 9.02: Mutuality, Reciprocity; Runs with Land.

A. All covenants, conditions and restrictions herein contained are made for the direct, mutual and reciprocal benefit of each and every part and parcel of said Property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; and shall create reciprocal rights and obligations between the respective owners of all parcels of the Property and privity of contract and estate between all grantees including lessees, of said parcels, their heirs, successors and assigns.

B. In addition, all covenants, conditions and restrictions herein contained shall operate as covenants running with the land for the benefit of the land described in Exhibit A hereto and shall inure to the benefit of all grantees, including lessees, of said land, their heirs, successors and assigns, and shall apply to and bind the grantees of any and all parcels of the Property, their heirs, successors and assigns.

Section 9.03: Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 9.04: Effect of Invalidation. If any provision of this Declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

216178

Section 9.05: Conflict with Laws. The conditions, covenants and restrictions as set forth herein shall be binding upon all parties so long as they do not conflict with any State, Federal or County ordinances or laws.

IN WITNESS WHEREOF, the undersigneds have executed this Declaration on the date and year first hereinabove written.

NORTH VALLEY INDUSTRIAL PARK

BY Louis D. Romano
LOUIS D. ROMANO
Owner and Declarant

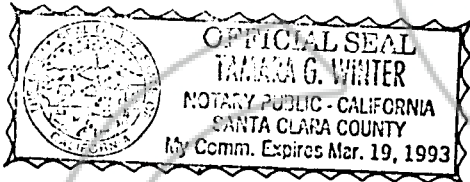
BY Marie Romano
MARIE ROMANO
Owner and Declarant

STATE OF CALIFORNIA } SS
COUNTY OF Santa Clara

ON 11-27, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Louis D. Romano &

Marie Romano proved to me on the basis of satisfactory evidence to be the person... whose names are subscribed to this instrument, and acknowledged to me that they executed it.

Notary's Signature Tamara G. Winter



GENERAL ACKNOWLEDGMENT
Form No. 16 Rev. 7-82

REQUESTED BY
Phil Carter
IN OFFICIAL RECORDS OF

'89 DEC -8 A9:36

SUZANNE BEAUDREAU
RECORDER 216178

\$20.00 PAID K12 DEPUTY

BOOK 1289 PAGE 849