

DECLARATION OF RESTRICTIONS

of

S &amp; R Smith Parcel Map

THIS DECLARATION, made this 4th day of June, 1991 by Raymond M. Smith and Scott M. Smith, hereinafter called "Declarants".

## WITNESSETH:

WHEREAS, said Declarants are the owners of parcels 1 through 4, as shown on that parcel map filed in the Office of the County Recorder of Douglas County, State of Nevada, on this day 31st of May, 1991, as document # 251748.

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

WHEREAS, such conditions, restrictions and covenants are intended as part of the program for maintaining standards in the area, which program contemplates that said parcels shall be only used for residential purposes of high quality.

NOW, THEREFORE, THE FOLLOWING CONDITIONS, COVENANTS, RESTRICTIONS APPLY:

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, until January 2011, after which this Declaration shall automatically extend for successive periods of ten (10) years, provided, however, they may be changed, supplemented or abolished in any or all particulars by the recordation in the Office of the County Recorder of Douglas County, of an appropriate instrument duly executed and acknowledged by a majority vote of the owners of the parcels.

B. These conditions, restrictions and covenants shall bind and ensure to the benefit of, and be enforceable by, Declarants, and all future assigns, or by the owner of any parcel defined herein. The Architectural Review Committee or any owner of any parcel may institute and prosecute any proceeding at law against any entity violating or threatening to violate, any of the revisions herein contained. Such action may be maintained to prevent a violation on/or to recover damages for a violation. A failure to enforce any of these conditions, restrictions or covenants shall not be deemed a waiver or right to enforce them thereafter. Nothing herein shall be construed as preventing any legal remedy against a nuisance, public or private.

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

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

1. Only one single, private residence, together with garage, private recreation facilities, retaining 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 600 square feet.
- b. There is no kitchen or other facilities capable of separate cooking.
- c. The premises are used solely for the support and convenience of the primary dwelling without charge.

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

3. No dwelling shall have a total floor area of less than 1500 square feet, exclusive of porches, patios, terraces, and garages. All structures erected shall be built in a good workmanlike manner and not 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.

4. No building or structure shall be constructed, surfaced or painted with any material that will cause sunlight to be reflected.

5. No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any parcel and the owner thereof shall cause all such

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material to be removed 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 not to be visible from adjoining properties or from the street.

6. No noxious, offensive or disturbing activity of any kind shall be permitted.

7. All brush or other combustible materials to a distance of 30 feet from the perimeter of the main building shall be cleared and the area suitably landscaped. Wherever possible, native ground cover shall be maintained.

8. No exterior antennas shall be allowed.

9. No clothes line shall be constructed or erected which would be visible from the street, or adjoining properties.

10. Within one (1) year of completion of the main dwelling unit, each parcel shall be landscaped in a manner as set forth on the approved building plan, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development. No barbwire fence shall be permitted along the front property line or on side lot lines to the line of the front building setback; chain link will be permitted.

11. Boats, trailers, campers, and other outside storage, if any, shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and streets.

12. No "night lights" shall be installed.

13. No goats, pigs or similar animals shall be raised, kept, bred or maintained as a commercial activity on any parcel, a maximum of two (2) horses and one (1) 4-H project per lot are permissible. All animals or pets shall be so controlled and restrained as not to run at large or become a nuisance or annoyance to the neighborhood. It is further understood that all corrals and pens are subject to approval of the Architectural Review Committee.

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E. Architectural Review: In order to provide for the orderly development of this development and to maintain a reasonable architectural character, there is hereby created an Architectural Review Committee, initially to be: Michael E. McGriff and Kenneth Hollman.

1. The Architectural Review Committee shall examine and approve, or stipulate reasonable changes or alterations in, all plans for any structure, pool, hedge, fence or wall to be constructed on any lot. In the event of resignation, incapacity, failure or death in the Architectural Review Committee, the parcel owners shall determine a replacement. The Committee may establish internal rules, regulations and procedural details and provide same to all applicants.

2. No structure, fence, wall or any other type of construction activity, including grading and/or removal of natural cover, shall be commenced upon any parcel until two complete sets of plans and specifications, including front, side and rear elevations, floor plans, basement, exterior color scheme thereof and plot plan establishing the exact location of all features including landscape details, shall have first been submitted to the Committee for approval, and said approval obtained in writing. Preliminary drawings may be presented before final plans and specifications are completed. Approval will consist of endorsement on both sets of plans, one set to be retained by the Committee; the other set returned to the applicant. A non-refundable filing fee of \$30.00 shall accompany each such submittal.

3. If any redecorating or alteration to the exterior of any structure is proposed without affecting structural changes, 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 work. When exterior redecoration, alteration, additions or remodeling affect structural changes, the provisions of Paragraph 2 above must be met.

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