

DECLARATION OF RESTRICTIONS

FOR

MOUNTAIN VIEW ESTATES, UNITS 1, 2, 3 & 4

(Formerly Evergreen Flats, Units 1, 2, 3 & 4)

(File A, Pages 83 - 90, Lincoln County Records)

WHEREAS, MOUNTAIN VIEW ESTATES, a partnership, hereinafter called the OWNER, is the Owner of that certain real property in Lincoln County, Nevada, described as follows:

Those portions of T. 10 S., R. 62 E., M.D.B. & M., described as follows:

Sec. 13, S1/2 SW1/4
Sec. 14, E1/2 SE1/4, NW1/4 SE1/4
Sec. 23, NE1/4 NE1/4
Sec. 24, W1/2
Sec. 25, W1/2 E1/2, NW1/4, NW1/4 SW1/4,
E1/2 SW1/4

WHEREAS, the OWNER desires to promote therein the orderly development of a residential and commercial area for the mutual benefit of the property owners and to protect them in the peaceful use and enjoyment of their property, and

NOW THEREFORE, the following restrictive and protective restrictions, covenants and conditions shall from the date hereof apply to each parcel, and the improvements to be constructed thereon, and shall run with the land.

1. No building or structure (other than fences, walls or hedges) shall be erected or permitted on any lots nearer than thirty-five (35) feet from the front property line or nearer than ten(10) feet from the side or rear property lines of any lot.
2. No camping shall be permitted on any lots in said subdivision.
3. All garbage or trash containers, oil tanks, bottled gas tanks and other such facilities must be underground or placed in enclosed areas so as to not be visible from the adjoining properties or streets.
4. No bill boards, sign boards, or advertising of any kind shall be erected, placed or permitted on any residential lot, except a sign not larger than four (4) feet square, advertising that the premises are for rent or sale.

5. Residential building must be completed within twelve (12) months from the commencement of construction.
6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. Residence shall have complete and approved plumbing installations before occupancy. Such plumbing shall conform to the requirements of the Uniform Plumbing Code as published by the Western Plumbing Association, current edition, as a guide to sound plumbing practices.
8. No improvement or any part thereof shall be placed within the confines of a natural drainage course.
9. Each property owner shall maintain the premises in neat and liveable condition, and shall not allow any unsightly buildings or objects to occupy the land. Each property owner shall promptly remove all trash, garbage and rubbish upon said premises.
10. A property owner shall not suffer or permit any unlawful, improper or offensive use of his premises, or any use or occupancy thereof, contrary to any local, state or federal laws, or which shall be injurious to any person or property.
11. No construction shall commence until a permit for said construction has been obtained from the local governing body having jurisdiction.
12. Vehicular parking on the above mentioned lots shall be restricted to passenger cars, and/or motor cycles carrying valid State license and maintained at all times in running condition, except that a travel trailer may be so parked provided that it is located in the rear half of the lot.
13. The following parcels have been designated C - Commercial by act of the Lincoln County Commission in accordance with Lincoln County Zoning Ordinance No. 169-2

Mountain View Estates, Unit No. 1
Lots 1 - 15; Block 1
Lots 16 - 22; Block 2
Lots 23 - 29; Block 3

Mountain View Estates, Unit No. 3
Lots 1 - 5 & 7; Block 1
Lots 12 - 17; Block 2
Lots 18 - 23; Block 3
Lots 24 - 26 & Lots 28 - 30; Block 4

15. There shall be a right-of-way and easement for purposes of ingress and egress over and across the following commercial lots:

Those portions of Mountain View Estates, Lincoln County, Nevada, more particularly described as follows:

The East 30.00 feet of Lots 1 - 15, Block 1, Unit No. 1. The West 30.00 feet of Lots 16 - 22, Block 2, Unit No. 1. The West 30.00 feet of Lots 23 - 29, Block 3, Unit No. 1. The East 30.00 feet of Lots 1 - 4 and the East 30.00 feet of Lot 7, Block 1, Unit No. 3. The East 30.00 feet and the North 30.00 feet of the East 360.04 feet of Lot 5, Block 1, Unit No. 3. The East 30.00 feet of Lots 12 - 17, Block 2, Unit No. 3. The West 30.00 feet of Lots 28 - 30, Block 4, Unit No. 3. The South 30.00 feet of the West 328.80 feet of Lot 26, Block 4, Unit No. 3. The West 30.00 feet of Lot 5, Block 1, Unit No. 4. The West 30.00 feet and the South 30.00 feet of the West 300.00 feet of Lot 11, Block 1, Unit No. 4. The East 30.00 feet of Lots 23 - 27, Block 4, Unit No. 4.

16. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in the aforementioned described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other dues for such violation.

Breach of any of said covenants and restrictions shall not defeat or render invalid the lien of any mortgage or deed or trust, made in good faith and for value, as to said property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

13. Mountain View Estates, Unit No. 4
Lots 4, 5 & 11; Block 1
Lots 12 - 16; Block 2
Lots 17 - 22; Block 3
Lots 23 - 27; Block 4
Lots 28 - 30; Block 5

14. The following parcels have been designated R 1 - Residential by act of the Lincoln County Commission in accordance with Lincoln County Zoning Ordinance No. 169-2.

Mountain View Estates, Unit No. 2
Lots 30 - 85

Mountain View Estates, Unit No. 3
Lot 6; Block 1
Lots 8 - 11; Block 2
Lots 27 & 31; Block 4
Lots 32 - 41; Block 5
Lots 42 - 51; Block 6
Lots 52 - 61; Block 7
Lots 62 - 71; Block 8
Lots 72 - 79; Block 9
Lots 80 - 87; Block 10

Mountain View Estates, Unit No. 4
Lots 1 - 3; Block 1
Lots 6 - 10; Block 1
Lots 31 - 36; Block 6
Lots 37 - 42; Block 7
Lots 43 - 48; Block 8
Lots 49 - 54; Block 9
Lots 55 - 64; Block 10
Lots 65 - 74; Block 11
Lots 77 - 78; Block 11
Lots 79 - 88; Block 12
Lots 89 - 98; Block 13
Lots 99 - 106; Block 14
Lots 107 - 109; Block 15
Lots 114 - 116; Block 15
Lots 117 - 124; Block 16
Lots 125 - 132; Block 17
Lots 133 - 138; Block 18
Lots 139 - 146; Block 19
Lots 147 - 158; Block 20
Lots 159 - 166; Block 21
Lots 167 - 178; Block 22
Lots 179 - 190; Block 23
Lots 191 - 202; Block 24

IN WITNESS WHEREOF, the undersigned has caused his signature to be affixed hereto thereunto duly authorized this 10th day of November, 1971.

MOUNTAIN VIEW ESTATES, a partnership

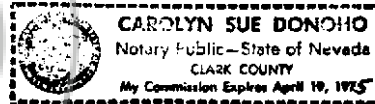
by *Joel Rene*
(Partner) JOEL RENE

STATE OF NEVADA }
COUNTY OF CLARK } ss.

On November 10, 1971, personally appeared before me, a Notary Public, JOEL RENE, a partner in the partnership of MOUNTAIN VIEW ESTATES, who acknowledged that he executed the above instrument.

Carolyn Sue Donoho
Notary Public in and for said
County and State

No. 51059
FILED AND RECORDED AT REQUEST OF
Charles W. Deaner
November 11, 1971
AT 10 MINUTES PAST 4 O'CLOCK
P M IN BOOK 3 OF OFFICIAL
RECORDS, PAGE 164-168 LINCOLN
COUNTY, NEVADA



Charles W. Deaner
COUNTY RECORDER