



1 the Declarant, his heirs, executors and administrators and  
2 all future assigns of said subdivision, or any part or parts  
3 thereof for and during the period ending May, 1983, provided,  
4 however, that such conditions, restrictions and covenants, or  
5 any of them, may be changed, supplemental or abolished in any or  
6 all particulars by the recordation in the office of the County  
7 Recorder of Lincoln County, Nevada, of a revocation of, amend-  
8 ment to, or supplemental Declaration of Restrictions for said  
9 subdivision, duly executed and acknowledged by the owners of not  
10 less than 75% of the lots comprising said subdivision.

11 B. The conditions, restrictions and coventnts herein contained  
12 shall bind and inure to the benefit of, and be enforceable  
13 by Declarant, his heirs, executors and administrators, and  
14 all future assigns, or by the owner or owners of any lot or lots  
15 in said subdivision. Any owner or owners of any of said lots  
16 may institute and prosecute any proceedings at law or in equity  
17 against Declarant, or any person, firm or corporation violating  
18 or threatening to violate, any of the conditions, restrictions  
19 or covenants herein contained. Any such action may be maintain-  
20 ed for the purpose of preventing a violation or to recover dam-  
21 ages for a violation or for both such purposes. The failure of  
22 the Declarant, his successors or assigns, or of any owner of  
23 said lots to enforce any of the conditions, restrictions or  
24 covenants herein contained, shall be in no wit deemed a waiver  
25 of right to enforce such conditions, restrictions hereafter.  
26 Nothing herein contained shall be construed as preventing the  
27 application of any remedy given by law against a nuisance, pub-  
28 lic or private. The remedy herein provided shall be addition  
29 to any other remedy or remedies now or hereafter provided by  
30 law.

31 C. Any invalidation or any condition, restriction or covenant  
32 herein contained by the judgement or other of any Court of

1 competent jurisdiction shall in no way affect the validity  
2 of the remaining conditions, restrictions or covenants, and  
3 said remaining conditions, restrictions and covenants shall  
4 continue and remain in full force and effect. Any conditions,  
5 restrictions and covenants as invalidated shall be deemed sep-  
6 arable from the remaining conditions, restrictions and covenants  
7 herein set forth.

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

10 1. Nothing but one, single, private "independent" type  
11 prefabricated mobile home dwellings of not less than  
12 10 feet in width and 40 feet in length, or a conven-  
13 tionally constructed house dwelling of not less than  
14 750 feet of living area, containing integral, intern-  
15 ally installed sanitary facilities, and capable of  
16 being used as an individual living unit, together with  
17 a garage or carport of not more than three (3) car  
18 capacity, for the use solely of the owner or occupant  
19 of said unit, and boundary lines and patio fences  
20 and/or walls, storage units and incidental and normal  
21 accessory uses, shall be erected or placed on any  
22 single lot in said subdivision. No business or pro-  
23 fession or non-conforming use of any kind shall be  
24 carried on or conducted upon any portion of said  
25 premises.

26 2. No garage, shed, or temporary structure of any kind  
27 shall be erected, constructed, permitted or maintained  
28 on any portion of said property prior to the placement  
29 of an acceptable mobile home unit thereon, and no  
30 garage, shed, basement or temporary building shall be  
31 used for permanent or temporary residence purposes.

32 3. All buildings and other structures erected or placed

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on any lot within said subdivision shall be built in a good workmanlike manner and shall be maintained in good condition. No building shall be moved from any other location onto lot within said subdivision unless it shall have been newly constructed elsewhere for the express purpose of placing it on said lot.

4. Owner of lots included, shall, upon completion of construction of any improvements thereon, also complete surface grading in such a manner as to maintain and preserve directions of drainage flow and, at all times thereafter, preserve such drainage and elevations. Within ninety (90) days after completion of construction and surface grading, owner shall plant open area of lot with suitable grass or other planting for the purpose of efficiently controlling surface land erosion. In those instances where winter weather makes planting impossible or impractical, said planting shall be started not later than the following April first.

5. 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 six (6) months from the date of commencement. Mobile home units must be skirted within ninety (90) days of placement on lot.

6. No uncovered storage, unlicensed unused vehicles, equipment or other materials shall be allowed on any lot or lots; however, covered storage structures, subject to all other conditions herein may be permitted.

7. No part or portion of any home shall be placed or maintained upon any lot closer than fifty (50) feet from any front or street line and thirty (30) feet

- 1 from the side or rear line thereof.
- 2 8. No home shall be occupied for residence purposes until
- 3 the same shall be connected to a sanitary sewage dis-
- 4 posal system or provided with a sewage disposal system
- 5 consisting of individual septic tanks or other equally
- 6 sanitary structures for the storage and/or disposal
- 7 of sewage, constructed, located or connected with a
- 8 disposal field of sewage, constructed, located or
- 9 connected with a disposal field in a manner first
- 10 approved in writing by the Health Department. No cess-
- 11 pool or outside toilet shall be permitted.
- 12 9. No lot in this subdivision shall be subdivided into
- 13 smaller lots or parcels of land to obtain additional
- 14 building sites.
- 15 10. No animals or any description except horses shall be
- 16 raised, housed or kept on the premises except that dogs,
- 17 cats or other normal household pets that are of such
- 18 nature as not to interfere with the safety and com-
- 19 fort of adjoining owners, may be kept on said property,
- 20 provided that they are not bred or maintained thereon
- 21 for any commercial purposes.
- 22 11. No garbage, refuse or obnoxious or offensive material
- 23 shall be permitted to accumulate on any of said lots
- 24 and the owner thereof shall cause all such material to
- 25 be disposed of by and in accordance with accepted
- 26 sanitary practice. All garbage or trash containers,
- 27 oil tanks, gas tanks and other such facilities must be
- 28 underground or placed in a walled or fenced-in area so
- 29 that they shall not be visible from the adjoining
- 30 properties, from the streets or from the pedestrian
- 31 walkways or greenbelts.
- 32 12. No obnoxious or offensive activity shall be carried on

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on said property or any portion thereof, nor shall anything be done which shall be or become any annoyance or nuisance to the neighborhood.

13. Declarant reserves for the purpose of installing and maintaining public utility facilities, drainage facilities and for such other purpose incident to the development of the subject real property, certain easements, all of which are shown on the recorded subdivision plat. In addition thereto, Declarant reserves for itself, its successors and assigns, 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 in this subdivision, provided, however, that the said easement and right-of-way shall be located along one or more of the property lines and extending not more than ten (10) feet therefrom, and the exercise of the rights thereunder do not interfere with any of the buildings or improvements located on the property.

14. No billboards or signs of any character shall be permitted on any lot in said subdivision, except a sign of 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.

15. No work or exploration of any mineral, or drilling for any minerals, or mining of any minerals or quarrying of any rock, minerals, soil or materials of any nature shall be conducted on any lot or portion of this subdivision nor shall any excavation of any nature be made upon

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said property or any portion thereof, except as may be incident to the grading and preparation of building sites and the construction of buildings.

16. Declarant, and every person hereinafter, having any right, title or interest in any lot or parcel within said property shall have the right to prevent or stop violation of any of the said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violations.

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

LINCOLN ESTATES  
EDWIN W. and NORMA J. GUNDERSON

*Edwin W. Gunderson*  
*Norma J. Gunderson*

STATE OF NEVADA )  
COUNTY OF ~~LINCOLN~~ )  
*CLARK*

On this 24<sup>TH</sup> day of APRIL, 1973, personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of ~~Lincoln~~, *CLARK*, the day and year in this Certificate first above written.

*John H. Jones*  
NOTARY PUBLIC

No. 52795 recorded at the request of Edwin Gunderson at 9:01 a.m. this 25 day of April A.D. 1973 in Book 7 on page 191 Official Records of Lincoln County, Nevada  
DOMINICK BELINGHER

County Recorder  
*Genita Letzow - Deputy*

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*idp*