

Lincoln County

DECLARATION OF TRACT COVENANTS, CONDITIONS AND RESTRICTIONS
for
ALAMO SOUTH UNIT No. 1

KNOW ALL MEN BY THESE PRESENTS: That Union Carbide Corporation, owner of the real property in the County of Lincoln, State of Nevada, described as:

All the real property contained within the exterior boundary lines of ALAMO SOUTH UNIT No. 1 shown on the map thereof recorded on JANUARY 13, 1977 as No. 59020 in Book A1 Page 127 of Plats, Official Record Book in the Office of the Recorder of Lincoln County, Nevada; herein after referred to as "said tract",

hereby CERTIFY and DECLARE that it has established and does hereby establish a general plan for the improvement and development of said above described lots and does hereby establish the provisions, conditions, restrictions and covenants upon and subject to which all lots and portions of lots in said Tract shall be improved or sold or conveyed by them as such owners, each and all of which shall hereafter apply to and bind the owner or owners of each and every parcel of land in said Tract, or any interest therein, and their respective successors in their mutual interest, as follows, to wit:

FIRST: Each Grantee of a lot in said tract agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes or drainageways located on his property which affect said adjacent or adjoining lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainageway is located. Each Grantee of a lot in said tract agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes hereof, "Established" drainage is defined as the drainage which occurred at the time the overall grading of said tract, including the landscaping of each lot in said tract, was completed.

SECOND: All lots shall be used for single-family, one story, one and one-half story, or two-story residential purposes only, and limited to one such residence to a lot. Any ground floor area of the main structure exclusive of one story open porches and garages shall be no less than 950 square feet for a one story dwelling nor less than 650 square feet for a dwelling of more than one story.

THIRD: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the record plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except buildings on Lots 37, 38, 39 and 40 shall not be located nearer than 15 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located more than 15 feet to the rear of the dwelling. No dwelling will be located on any interior lot nearer than 25 feet to the rear lot line and no accessory building will be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this

Lincoln County

-2-

shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,500 square feet.

FOURTH: No fences shall be erected or permitted to remain between the street and the front setback line to exceed the height of three (3) feet; nor shall any hedge therein be permitted to exceed the height of three (3) feet; and any fence wall or hedge placed or erected elsewhere on said premises shall not be more than six (6) feet in height. No building, tent or trailer of any kind shall be moved onto said premises nor shall any temporary residence be erected or maintained thereon. All houses to meet or exceed Federal Housing Administration minimum property standards.

FIFTH: No intoxicating liquors of any kind shall ever be manufactured on said premises.

SIXTH: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Not more than two cats or dogs may be kept at any one time.

SEVENTH: The architectural control committee is composed of E. C. Arnold, J. A. Yopps and J. J. Franscell. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore it to any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been duly complied with.

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

NINTH: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

TENTH: No drilling, oil development, operation, oil refinish, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in or upon any lot.

ELEVENTH: No trucks, trailers, boats, campers or unlicensed motor vehicles of any kind shall be kept, parked in or upon any portion of said property between the street and the front setback line, except in a completely covered carport or garage.

TWELFTH: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

THIRTEENTH: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

FOURTEENTH: No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the roadways, shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

FIFTEENTH: No delay or omission on the part of Union Carbide Corporation, its successors in interest, herein provided for, of the conditions, restrictions, covenants or reservations herein contained shall be construed as a waiver thereof, or acquiescence therein.

Each and all of the foregoing provisions shall constitute covenants running with the land and shall operate to the benefit of each and every lot in said tract and to the benefit of each and every owner of any such lot, his successors or assigns, as against every other lot in said tract, and the owners thereof, their successors or assigns, and is created as a mutual equitable servitude in favor of each of said lots as against all others, and the breach or violation of any said restrictions or covenants may be enjoined, abated or remedied by appropriate proceedings therefore at the instance of any present or subsequent owner of any lot, or portion of lot in said Tract, and the costs of such proceedings, together with reasonable attorney's fees, shall be borne and paid by the party or parties causing or permitting such breach or violation or the continuance thereof. In the event that any action for the enforcement of said restrictions or covenants shall proceed to judgement, the amount of such costs and fees shall be fixed by the court and included in any such judgement.

Whenever the context so requires herein, the masculine gender includes the feminine and/or neuter and the singular includes the plural.

IN WITNESS WHEREOF said Grantor has caused its corporate name and seal to be affixed hereto by its President and Secretary thereunto duly authorized, the 15th day of December, A.D., 1976.

No. 59022
FILED AND RECORDED AT REQUEST OF
Union Carbide Corp.
JAN 13 1977
AT 56 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 17 OF OFFICIAL
RECORDS, PAGE 281 LINCOLN
COUNTY, NEVADA

Lincoln County Recorder
COUNTY RECORDER

UNION CARBIDE CORPORATION

Richard L. ...
Vice-President
Thomas L. ...
Assistant Secretary