

BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS WITH RESPECT TO
ALAMO SOUTH SUBDIVISION

TRACT 1, UNIT 2

Lots 41 thru 52, Inclusive

By plat recorded on the 13th day of JANUARY, 1977, in Plat Book A1, at Page 176 of the records of the County Clerk and Recorder of Lincoln County, Nevada, the undersigned, being the owners of all of the lots of Alamo South Subdivision, Tract 1, Unit 2 did plat and dedicate the lands embraced therein and desire to restrict the types, locations, specifications and use of the lots within said Subdivision for the purposes of providing certain limitations on the use thereof.

NOW, THEREFORE, the owners of said lots do hereby create the following restrictions, conditions, reservations and covenants to be binding upon the parties hereto and all future purchasers of said lots as follows:

1. The property in said Alamo South shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on such lots other than single family dwellings, and a private garage for not more than two cars, and other buildings incidental to residential use of the lot and consistent with the within restrictions and covenants.
2. No building shall be located on any residential lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 15 feet to any side lot line. The principal building shall not be located nearer than 25 feet to the back lot line. Accessory buildings, such as garages and barns, shall not be located nearer than 10 feet to any back lot line.
3. No fence, foliage, trees or hedge in the nature of a fence, with a height in excess of 4 1/2 feet, shall be planted, maintained, constructed or erected nearer than 25 feet to the front lot line nor nearer than 20 feet to the side street line.
4. Any fence constructed on any of the above described lots, if such fence is nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line, shall be constructed of metal or wire or lumber which is both finished and painted. No such fence shall be constructed of unfinished posts or unfinished poles.
5. The erection of more than one dwelling per lot or the resubdivision of lots into smaller units is prohibited; provided, however, the combination of more than one lot into one building site is not prohibited. For example, two or more lots may be used as one building site, or three lots may be divided into a total of two building sites.

6. No noxious or offensive trade or activity shall be carried on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

7. No basement, tent, shack, garage, barn or smaller unit or other outbuilding erected on any lot shall at any time be used as a residence; temporarily or permanently, nor shall any structures of a temporary character be used as a residence.

8. The ground floor area of the main dwelling, exclusive of open porches and garages, shall be no less than 780 square feet, outside measurement; provided, however, no dwelling shall be permitted on any lot at a cost of less than \$10,000 based on cost levels prevailing on the date these covenants are recorded.

9. Easements for installation and maintenance of utilities, irrigation, and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage or irrigation channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The right of ingress and egress by public authority or others for the purposes of maintenance, repair, replacement, removal of utility, irrigation and drainage facilities within the easement is granted by the owner of each lot on which an easement exist.

10. All electrical and telephone service lines shall be underground and no telephone or electrical poles or wires shall be permitted above ground, whether the same be in the utilities easements or other portions of the above described lots unless so required by the utility company.

11. Not more than one horse for each half-acre of land contained in each said lot may be housed and kept on said lots; provided, however, barns or accessory buildings for the housing of such horses shall not be closer to the front of such lots than the house erected thereon. Except as above provided, no animals, including but not limited to horses, cows, pigs, goats, chickens, ducks and other domesticated animals, except household pets, shall be maintained temporarily or permanently on any of said lots.

12. The restrictions, conditions, reservations and covenants herein shall be covenants running with the land and shall be binding upon all of the parties and persons claiming under them until January 1, 2000, at which time said restrictions, conditions, reservations and covenants shall be automatically extended for successive periods of ten years unless, by a vote of the majority of the then record owners of the lots, it is agreed to change said covenants in whole or in part. For voting purposes each lot shall be represented by one vote only regardless of the number of persons having a record interest in any such lot.

13. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein or provisions hereof, it shall be lawful for any other person or persons owning real property situated within the land platted by this Alamo South to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or provision and either to prevent him or them from so doing or to recover damages or other dues for such violation.

14. The invalidation of any of these covenants or provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned owner has caused their name to be hereunto subscribed this 31st day of August, 1976.

Union Carbide Corporation

by *John H. Hoff, Jr.*
Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

The foregoing instrument was acknowledged before me this 31 day of August, 1976, by *John H. Hoff, Jr.*

Witness my hand and official seal
My Commission Expires:

No. 59023
FILED AND RECORDED AT REQUEST OF
Union Carbide Corp
JAN 13 1977
AT 50 MINUTES PAST 9 O'CLOCK
A.M. OF 19 OF OFFICIAL
RECORD PAGE 284 LINCOLN
COUNTY, NEVADA

Benjamin A. ...
COUNTY RECORDER

...
Notary Public

ALISON ...
Notary Public, State of New York
Commission Expires ...

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