

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

Whereas, the "5-C Trust", a Nevada Trust, Grantor, by and through Gary A. Carrigan, Trustee, is the owner of the parcel of Real Property located in Lincoln County, Nevada, more particularly described as follows:

See Exhibits "A" and "B" Attached, and made a part of this

and Whereas, as part of the general plan for the improvement of Star Valley Development, the "5-C Trust" has determined that certain restrictive covenants and conditions will be beneficial to all purchases, and will enhance and protect the property values of Star Valley Development, and prevent depreciation of the value of any or all of the parcels included therein,

Now, Therefore, in consideration of the premises and as an integral part of the development of the aforesaid property, Grantor declares the parcel of Real Property described above to be subject to the restrictions and covenants hereinafter set forth and recited, both as to acts of commission and/or omission:

1. No Mobile Homes will be permitted. Only new Manufactured/Modular Homes will be permitted. All Modular Homes are to be put on a permanent foundation, and Converted to Real Property. Conventional homes are permitted also. Owners may build to suit. Grantor shall approve all Manufactured/Modular homes before installation.
2. No Mobile homes or RV's will be permitted for living purposes, except Lincoln County Ordinances allows for temporary living quarters for up to one year, while in the process of constructing a permanent residence.
3. No Parcel may be divided any further.
4. Use of surface water. The Meadow Valley wash, which flows through Star Valley Development, shall not be diverted in any manner, nor may its waters be used in any way without permission of the State Water Engineer.
5. Zoning. Star Valley Development is zoned for agricultural use. Purchasers assume all

responsibility for any needed changes in Zoning, use permits, or variances.

6. Unsightly matter or nuisance including but not limited to garbage, trash, animal refuse or junk are not to be permitted on property. Used car or truck parts or bodies must be kept from sight of the street and or neighbors. Corrals and pens of animals must be regularly cleaned so as not to pose a nuisance or hazard. Garbage shall be kept in appropriate containers and shall be removed regularly.
7. Nuisances: No illegal, noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
8. Notice: Any notice of violation of these Restrictive Covenants and Conditions described herein shall be delivered in writing to the violating party, by the United States Mail, postage prepaid, certified with a return receipt requested and Addressed to the violating party. Any such notice shall be deemed delivered five days after placing in the United States Mail or upon such date as received, whichever is shorter. Grantor reserves the right to take any needed steps to enforce these Restrictive Covenants and Conditions, including, but not limited to the filing of an action in a court of competent jurisdiction.
9. Term. These Restrictive Covenants and Conditions are deemed to run with the land, and any deed, lease, or contract made in violation of the same shall be null and void, and of no force and effect.

-3-

10. Violation correction. Any party alleged to have violated these Restrictive Covenants and Conditions shall have thirty (30) days after receipt of notice of violation to completely rectify any violation and to present evidence of correction to Grantor. Failure to do so will result in Grantor taking steps deemed necessary to enforce these Restrictive Covenants and Conditions, as set forth in (8) above.
11. Successors in interest. Any future owners of a parcel of Real Property in Star Valley Development shall have the same right to enforce these Restrictive Covenants and Conditions as the Grantor, always and forever.

In witness whereof, Gary A. Carrigan, Trustee of the "5-C Trust", has executed these Restrictive Covenants and Conditions this 7th day of MARCH 2000.

Gary A. Carrigan
Gary A. Carrigan,
As Trustee of the "5-C Trust"

SUBSCRIBED and SWORN to before me
This 7th day of March, 2000.

Trista Fogliani
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF LINCOLN



Lincoln County

"Exhibit A"

Parcels found in Book B, on page 141, recorded on 8-3-98, as File Number 111364, in Lincoln County Records. Boundary Line Adjustment Map.

Parcels 1 and 2, as found in Book B, on page 219, recorded on 5-18-99, as File Number 112815, in Lincoln County Records. Subsequent Parcel Map.

Parcels 1 and 2, as found in Book B, on page 220, recorded on 5-18-99, as File Number 112816, in Lincoln County Records. Subsequent Parcel Map.

Parcels 1, 2, 3, and 4, as found in Book B, on page 221, recorded on 5-18-99, as File Number 112817, in Lincoln County Records. Amended Subsequent Parcel Map.

Parcels 1, 2, 3, and 4, as found in Book B, on page 222, recorded on 5-18-99, as File Number 112818, in Lincoln County Records. Amended Subsequent Parcel Map.

Parcels 1, 2, 3, and 4, as found in Book B, on page 223, recorded on 5-18-99, as File Number 112819, in Lincoln County Records. Amended Subsequent Parcel Map.

Parcels 1, 2, 3, and 4, as found in Book B, on page 224, recorded on 5-18-99, as File Number 112820, in Lincoln County Records. Amended Subsequent Parcel Map.

Lincoln County

"Exhibit B"

Parcels 1-15, as found originally in Book B, on page 54, recorded on 8-7-97, as File Number 109503, in Lincoln County Records. Map of Division into Large Parcels. This map has since been corrected, by a "Certificate of Amendment", and was re-recorded on 2-22-00, in Book B, on page 287, as File Number 114163.

Parcels 9, 10, and 11, as found originally in Book B, on page 249, recorded on 10-4-99, as File Number 113446, in Lincoln County Records. Reversionary Map. This map has since been corrected, by a "Certificate of Amendment", and was re-recorded on 2-22-00, in Book B, on page 288, as File Number 114164.

Parcels 9, and 11, as found originally in Book B, on page 250, recorded on 10-4-99, as File Number 113447, in Lincoln County Records. Subsequent Parcel Map. This map has since been corrected, by a "Certificate of Amendment", and was re-recorded on 2-22-00, in Book B, on page 289, as File Number 114165.

Parcels 1, and 2, as found originally in Book B, on page 269, recorded on 1-5-00, as File Number 113810, in Lincoln County Records. Parcel Map. This map has since been corrected, by a "Certificate of Amendment", and was re-recorded on 2-22-00, in Book B, on page 290, as File Number 114166.

NO. **114206**

FILED AND RECORDED AT REQUEST OF
Gary A. Carrigan

March 7, 2000

AT 05 MINUTES PAST 01 O'CLOCK

PM IN BOOK 146 OF OFFICIAL

RECORDS PAGE 594 LINCOLN

COUNTY, NEVADA.

Leslie Boucher

By Deanna Sevens, Deputy
COUNTY RECORDS

BOOK 146 PAGE 599