

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS AFFECTING REAL PROPERTY  
LOCATED IN DRY VALLEY, LINCOLN COUNTY, NEVADA**

**I.**

**PREAMBLE**

WHEREAS, the undersigned, DAN FREHNER and JUDY FREHNER (hereinafter collectively "Developer") are the owners of certain real property ("the Property") described at Exhibit "A" attached hereto located in Lincoln County, State of Nevada, and desire to create thereon residential parcels; and

WHEREAS, Developer desires to divide the subject property and to convey it subject to the restrictions and covenants herein contained between Developer and the several purchasers of the subject property, and thereafter to impose the restrictive covenants and conditions between and among the several purchasers;

WHEREAS, the property subject to these restrictive covenants is located in Dry Valley, Lincoln County, State of Nevada, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. The property will be divided and sold in parcels. Each of the separate parcels shall be subject to the covenants, restrictions, and agreements herein contained. The property herein described shall be hereafter held, sold, conveyed, leased, encumbered, improved, and occupied subject to the easements, restrictions, covenants, and conditions hereinafter set forth, which shall be covenants running with the land in perpetuity and which shall be binding upon all persons who acquire any interest therein, and between Developer and the several owners and purchasers, and between and among the several owners and purchasers themselves, and the heirs, successors, and assigns of each. By acquiring any interest in any part of the property herein described, a person shall agree and promise to abide by the easements, restrictions, covenants, and conditions set forth herein.

NOW THEREFORE, Developer hereby declares and decrees as follows:

**II.**

**BUILDING RESTRICTIONS**

1. There shall be no single wide mobile home trailers of any kind including, but not limited to, camping trailers, *etc.*, allowed on any of the parcels described in Exhibit "A".
2. There shall be no modular or manufactured homes under 1,500 square feet allowed on any of the parcels described in Exhibit "A".

III

ENFORCEMENT

1. Each and all of the said conditions, covenants, and restrictions is and are for the benefit of each owner of the land (or any interest therein) in the said property, and they and each thereof shall inure to and pass with each and every parcel or said property and shall apply to bind the grantee of the Declarant of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting in forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants, and reservation. These restrictions, conditions, and covenants shall be covenants of equitable servitude. The protection herein granted, and the restrictive covenants and conditions herein set forth, may be enforced by any other person owning a lot or any interest therein of the Property described in Exhibit "A". No breach here shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise. Any breach hereof may be enjoined, compensated with money damages, or remedied in any other way provided by law or in equity according to the laws of the State of Nevada. In any action regarding the enforcement hereof, the prevailing party shall be entitled to recover from the other all expenses, costs, and attorney fees incurred therein.

2. In addition to compliance with all the terms and conditions of these covenants and restrictions, the property owners of any of the parcels described in Exhibit "A" shall be subject to and shall comply with the rules, regulations, and laws passed or otherwise placed into effect by Lincoln County, State of Nevada, and all governmental agencies which have jurisdiction over the properties affected by the division of these parcels as described in Exhibit "A".

DATED this 31 day of August, 2001.

Matthew D. Carling  
 MATTHEW D. CARLING, ESQ., as  
 Authorized agent for DAN FREHNER,  
 Owner

Judy Frehner  
 JUDY FREHNER, Owner

COUNTY OF LINCOLN )  
 ) ss:  
 STATE OF NEVADA )

On the 31<sup>st</sup> day of August, 2001, personally appeared before me, a Notary Public, Matthew D. Carling, Esq., and Judy Frehner, the signers designated above on the foregoing document, who duly acknowledged to me that they executed the same.

Trista Fogliani  
 NOTARY PUBLIC



**EXHIBIT "A"**

**DESCRIPTION**

All that real property situated in the County of Lincoln, State of Nevada, bounded and described as follows:

1. Parcel Nos. 5 and 6 as shown on parcel map for Dan and Judy Frehner, filed in the Office of the County Recorder of Lincoln County, Nevada on August 12, 1998, in Book B, page 145, as File No. 111423, located in a portion of Section 6, Township 1 South, Range 69 East, M.D.B. & M.

2. Parcel Nos. 14, 15, and 16 as shown on parcel map for Dan and Judy Frehner, filed in the Office of the County Recorder of Lincoln County, Nevada on February 8, 1999, in Book B, page 186, as File No. 112278, located in a portion of Section 6, Township 1 South, Range 69 East, and Section 36, Township 1 North, Range 68 East, M.D.B. & M.

3. Parcel Nos. 7 (Parcel 7 also being shown as Parcels 8, 9, and 10 on Parcel Map in Book B, page 185), 11, 12, and 13 as shown on parcel map for Dan and Judy Frehner, filed in the Office of the County Recorder of Lincoln County, Nevada on April 30, 1999, in Book B, page 214, as File No. 112681, located in a portion of Section 6, Township 1 South, Range 69 East, M.D.B. & M.

4. Parcel Nos. 17, 18, and 19 as shown on parcel map for Dan and Judy Frehner, filed in the Office of the County Recorder of Lincoln County, Nevada on April 30, 1999, in Book B, page 215, as File No. 112682, located in a portion of Section 36, Township 1 North, Range 68 East, M.D.B. & M.

NO. **116883**

FILED AND RECORDED AT REQUEST OF  
**MATTHEW CARLING**

**AUGUST 31, 2001**

**08 09**

**AM 157**

**596**

**LESLIE BOUCHER**

COUNTY RECORDER

BY *Debra A. Deaton* DEPUTY