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13-030-56/13-030-57

APN 13-030-12

FILED FOR RECORDING
AT THE REQUEST OF

Lane Truman

2005 MAR 16 PM 2 26

LINCOLN COUNTY RECORDER
FEE 22.00 DEP *lee*
LESLIE BOUCHER

Chief Estates Community - Declaration of
Title of Document
Conditions, Covenants, and Restrictions (CC&R's)

Grantees address and mail tax statement:

CHIEF ESTATES COMMUNITY

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R's)

This DECLARATION is made this 3rd day of March, 2005, by LANE & KRISTEN TRUMAN (Developer and owner), SAMUEL & KENDRA MOORE (Owner), ROBERT & LORI DEL GAGNON (Owner).

Preamble

A. Developers and Owners of the real property described in the Exhibits following this document including: The Lane and Kristen Truman development described in Exhibit A, the Samuel and Kendra Moore property described in Exhibit B, and the Robert and Lori Del Gagnon property described in Exhibit C. All of these lots shall be referred to collectively as "Community." **Note:** Other land that is contiguous with the above mentioned real estate may be added to this community provided that the owners sign this document with the signature of Lane or Kristen Truman and record it on the public records.

B. Developers and Owners desire to provide for the preservation of the values and amenities in said community, and to this end, desires to subject the Property to the covenants, restrictions, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

C. Developers and Owners hereby declare that all of the Property shall be held, occupied, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and, unless otherwise stated, shall be binding on all parties having right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

COVENANTS AND USE RESTRICTIONS

Section 1. Residential Use. Each residential lot shall be used for private, one-family residence purposes. County zoning laws apply.

Section 2. Improvements. No building, structure or other Improvement of any kind shall be erected, constructed, altered or maintained without meeting the following standards. All housing shall be **stick-built on site** (no manufactured housing or mobile homes of any kind will be permitted). Every single family dwelling shall contain not less than **1400 square feet** of floor space, exclusive of porches, patios, garages, barns, or storage buildings. All homes must meet all

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codes for real property as well as all Lincoln County zoning and building guidelines. All lavatories and toilets shall be built indoors and connected with sewer systems. Log cabins are acceptable and must meet all of the above requirements.

Section 3. Trash. Each owner shall be responsible for trash removal. Trash burning shall not be permitted. The occasional burning of weeds, branches, or other plant debris will be allowed (occasional will be defined as 4 times per year), but not during times of high wild fire danger-- owners need to check with local fire marshals.

Section 4. Prohibited Uses.

A. Temporary Residences. Temporary residences will be permitted during the initial construction period. Construction shall be completed within one (1) year.

B. Landscaping. No rubbish or debris of any kind or character shall ever be placed or permitted to accumulate upon any lot or any portion thereof so as to render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any other real property in the vicinity or the occupants thereof. The owner of each lot, for himself, his successors and assigns agrees to care for, cultivate, prune and maintain in good condition any and all trees, lawns and shrubs growing on said realty.

C. Animals. Domestic pets shall be permitted with limitations. A maximum of three (3) horses per lot shall be permitted. No swine, cattle, or other farm animals will be permitted. No animals shall be kept, bred, or raised for commercial purposes or in unreasonable quantities. No more than three (3) dogs shall be permitted (this number may temporarily increase for up to 6 months if a dog gives birth to pups). All dogs shall be kept within secure kennels or fencing.

D. Offensive acts. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No activity, that by any law of this state or local jurisdiction (including but not limited to this county and/or city) requires a license may be conducted without such a license upon this property.

E. Laws and Insurance Requirements. No owner shall permit anything to be done or kept on his lot or any improvements thereon that violates any law, ordinance, statute, rule, or regulation of any local, county, state or federal body.

F. Nuisances. No odors shall be permitted to arise therefrom so as to render any lot unsanitary, unsightly, offensive or detrimental to any other lot; and no nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any other lot or to the owner thereof.

G. Repair of improvements and Equipment. No improvements (including but not limited to dwelling units, garages, carports, barns, corrals, walls and fences) shall be permitted to fall into disrepair and all improvements shall be kept at all times in good condition and repair and, if

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appropriate, painted or otherwise finished. Any and all repairs, modifications or additions to the exterior, shall fully comply with all applicable building code requirements, rules and restrictions and the requirements of the Control Committee. No automobile or other equipment may be abandoned on any lot. No automobile shall be kept in a state of disrepair for an extended period of time, nor shall any unlicensed or unregistered vehicles be allowed unless they are kept within a garage.

H. Set Back Lines. No building structure shall be located on any lot nearer than 10 feet from the lot property lines shown on the recorded plat, or as required by any government authority.

I. Drainage. Each owner of a lot 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, or that he will make adequate provisions for proper drainage over his lot.

Section 6. Utilities & Roads

A. Developers will **not** provide electric power. Electric power will be obtained at each owner's expense.

B. Developers will not provide water. All wells must be drilled and maintained at the owner's expense subject to state and local law. Nothing contained herein shall prevent well sharing.

C. Each owner who builds a single family residence must install a septic sewer system at the owner's expense. This must be installed in accord with local building, sanitation, and health codes.

D. It is each owner's responsibility to obtain telephone service.

E. All roads will be dedicated to the county. Until they are approved by the county, they are private easements. The Developers will not be responsible for maintenance of any roads in this community.

Section 7. Control Committee.

A. Membership. Each lot owner will automatically be a member of the control committee. Each member will have one (1) vote for each lot that is owned (for example: a husband and wife owning a lot jointly, they will both be members of the Control Committee and will have one (1) vote between them or ½ vote each). Any member shall have the right to resign at any time, and will also have the option to re-join the committee at any time.

B. Organization. The control committee will hold elections every four (4) years to elect a President, Vice-president, Secretary, and Treasurer. The President will call meetings and delegate other responsibilities as needed.

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ARTICLE II.

ARCHITECTURAL CONTROL

Section 1. Approval of Committee. Approval of plans by the Control Committee must be obtained before a building permit is issued. The Control Committee's approval or disapproval of plans and specifications as required in the Declaration shall be in writing. This written approval must be signed by the President, Vice-president, and one other member of the Committee. All matters submitted to the control Committee must be in writing.

Section 2. Liability. Neither developer nor any member of the Control Committee shall be liable for damages to anyone submitting plans and specification to it for approval onto any Owner, occupant, or guest, by reason of a mistake in judgment, negligence or nonfeasance arising in connection with the approval or disapproval of any plans and specifications.

The approval of plans and specifications by the Control committee shall not be deemed to constitute an approval of the actual work or acceptance by the Control Committee for any liability in connection with such plans and specifications or work (for example, liability arising in connection with defective design or defective work), but is merely an acknowledgment that the proposed work is architecturally and aesthetically compatible with the guidelines established by the Control Committee for the Project.

Anyone who submits plans and specifications to the Control Committee shall be deemed to have agreed by submission of such plans and specifications and every Owner and occupant of any Lot agrees, by acquiring title and/or possessory rights thereto, that he will not bring any action or suit against Developer or any member of the Control Committee or its designated representative for the recovery of damages by reason of any such approval or disapproval.

Section 3. Rules and Regulations. The control Committee may adopt, amend, repeal and enforce rules and regulations to govern the Community. A copy of the rules, as they may from time to time be adopted, amended, or repealed, shall be given to each lot owner.

ARTICLE III

ENFORCEMENT

Section 1. Warnings and fines. If an owner is in violation of this document as deemed by the Control Committee, that owner will be warned in writing by the Committee. If the owner does not comply within 1 week, he/she/they will be assessed a \$100 fine. Each additional week of non-compliance will result in an additional \$100 fine until the owner complies. The money received from these fines will go into a fund of the Control Committee's for use as the Committee sees fit.

Section 2. Enforcement by Suit. The Control Committee may cause a legal action to be

commenced and maintained in any court of competent jurisdiction to enforce the terms of this document.

Section 3. Attorney's Fees. Should any action be brought by any party to enforce any term, provision, covenant, condition or restriction herein contained, the prevailing party shall be entitled to recover reasonable attorney's fees and the cost of such action.

Section 4. Should legal action be required, the Control Committee will usually file suit in the local Justice Court or Small Claims Court and will usually represent itself in order to keep costs low. Each member of the committee will pay in proportion to how many lots are owned by him or her for the costs associated with such action. If it is felt that an attorney is needed, a unanimous vote will be required to hire said attorney and all members must agree to the associated fees of such action.

Article IV

GENERAL PROVISIONS

Section 1. Severability. Should any provision in this Declaration be void or become invalid or unenforceable in law or in equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.

Section 2. Amendments. This Declaration may be amended at any time and from time to time by an instrument in writing signed by a majority of the lot Owners. Each lot owned shall be entitled to one (1) vote by the owner(s). For example--if someone owns 3 lots, he/she will get 3 votes; if someone owns 1 lot, he/she will get 1 vote.

Exhibit A

That portion of the Southwest Quarter (SW 1/4) of the Northwest Quarter (SW 1/4) of Section 2, Township 3 South, Range 67 East, M.D.B.&M., Lincoln County, Nevada described as follows:

Parcels 2, and 3, as shown upon Parcel Map for Lane and Kristen Truman recorded May 5, 2003, in Plat Book B, Page 489, as File # 120125,

Parcels 4A and 4B, as shown upon Parcel Map for Lane and Kristen Truman recorded February 2, 2004, in plat book C, page 25 as file # 121725,

Parcels 4C, 4D, and 4E as shown upon parcel Map for Lane and Kristen Truman recorded April 23, 2004, in plat book C, page 37, as file # 122192

Exhibit B

That portion of the Southwest Quarter (SW 1/4) of the Northwest Quarter (SW 1/4) of Section 2, Township 3 South, Range 67 East, M.D.B.&M., Lincoln County, Nevada described as follows:

Parcel 1, as shown upon Parcel Map for Lane and Kristen Truman recorded May 5, 2003, in Plat Book B, Page 489, as File # 120125.

Exhibit C

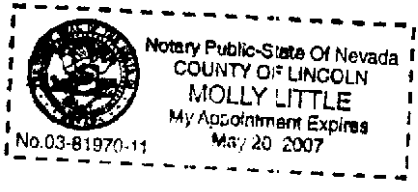
Section 2, Township 3 South, Range 67 East. M.D.B. &M., Lincoln County, Nevada.

The Northeast Quarter of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter; the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter; and the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter.

X Lane Truman
Lane Truman

X Kristen Truman
Kristen Truman

Notary:

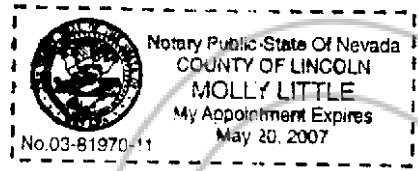


Molly Little 3/15/05

X Samuel Moore
Samuel Moore

X Kendra Moore
Kendra Moore

Notary:



Molly Little 3/15/05

X Robert Del Gagnon
Robert Del Gagnon

X Lori A. Gagnon
Lori A. Gagnon

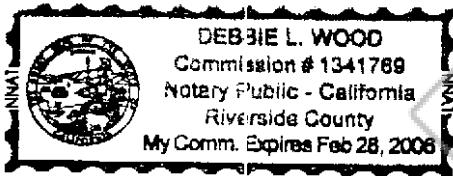
Notary:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On 3-11-05 before me, DEBBIE L. WOOD Notary Public
Date Name and Title of Officer (e.g., 'Jane Doe, Notary Public')
personally appeared ROBERT DEL GAGNON AND Lori A. GAGNON
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Debbie L. Wood
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of Covenants, Conditions and Restrictions
Document Date: 3-3-05 Number of Pages: 7

Signer(s) Other Than Named Above: all other signers notarized separately

Capacity(ies) Claimed by Signer

Signer's Name: ROBERT DEL GAGNON AND Lori A. GAGNON

- Individuals
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

