

File No. 34553

DECLARATION OF RESTRICTIONS

CRESCENT VALLEY RANCH & FARMS

UNIT NO. 5

THIS DECLARATION, made this 5th day of November, 1959, by CRESCENT VALLEY RANCH & FARMS, a Nevada Corporation, having its principal places of business in the City of jAzusa, Los Angeles County, California, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of that certain sub-division, Eureka County, Nevada, as per plat thereof recorded as File No. 34550, records of said County, and

WHEREAS, the Declarant is about to sell, dispose of or convey the lots in said Subdivision above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Subdivision.

NOW, THEREOFRE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, maintenance, development, and

improvements of said Subdivision, that

THIS DECLARATION is designed for the mutual benefit of the lots in said Subdivision and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels, and portions of said Subdivision shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said Subdivision and of each owner thereof, and shall run with the land and shall inure to and pass with said Subdivision and each and every parcel of land therein, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said Subdivision as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

1. That this Subdivision shall be designated as a small farms Subdivision. All residences constructed hereon shall have a minimum lot area of 20,000 square feet per residence and a minimum lot width of 100 feet.

2. That no residence erected thereon shall be nearer than fifty (50) feet to the front property line, more than twenty-five (25) feet to any side street line, nor ten (10) feet to any side lot lines.

3. That no professional office business, or trade of any kind shall be conducted in any building or any portion of any lot or building site in said development herein designated as a residential lot.

4. No signs, advertisements, billboardss, or advertising structures of any kind may be erected or maintained on any of these lots without the consent in writing of the Declarant; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot which may be used only for the purpose of advertising the sale or lease of the lot upon which it is erected.

5. That no cesspool, septic tank, seepage pit or any sewage disposal unit shall be located any nearer than fifty (50) feet from any domestic well.

6. No building, fence, patio, or other structure shall be erected, added to, placed, or permitted to remain on said lots or any part of such lots until and unless plans showing floor areas, external design, and ground location of the intended structure along with a plot plan has first been delivered to and approved by any two (2) members of a "Committee of Architecture", which shall be initially composed of HOWARD CLARK, PHILIP J. CICALA, and AUGUST DAMON, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of CRESCENT VALLEY RANCH & FARMS. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such a manner as to enhance the aesthetic properties of the developed Subdivision.

7. It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and in general, other forms of deviation from those restrictions imposed by this declaration, when such exceptions, variances, and deviations do, in no way, detract from the appearance of the premises, nor in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the Committee.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1980, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Subdivision, it is agreed to change said Conditions in whole or in part.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause, or phrase of the restrictions, conditions, and covenants, herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions, and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases are or shall become or be illegal, null, or void.

PROVIDED, FURTHER, that if any owner of any lot in said property, or his heirs or assigns, shall violate or attempt to violate any of the conditions, covenants, an/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, CRESCENT VALLEY RANCH & FARMS, has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized this 5th day of Nov., 1959.

CRESCENT VALLEY RANCH & FARMS

(Corporate Seal)

By A. Z. Seltzer

BY K. Kelly

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On Nov. 5, 1959 before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. Z. SELTZER known to me to be the President, and K. KELLY, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors,.

WITNESS my hand and official seal.

(Notarial Seal)

Billie L. Cowell
Notary Public in and for said County
and State

My Commission Expires July 14, 1962.

Recorded at the request of A. Damon November 5, A.D., 1959 At 57 Minutes past 10 A. M.

Willis A. DePaoli - Recorder.