

File No. 36445

D E C L A R A T I O N
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS

D E C L A R A T I O N, made by Crescent City Development Co.,

Inc., a California Corporation, duly qualified and licensed to conduct business in the State of Nevada:

RECITALS:

Crescent City Development Co., Inc., a California corporation, is the owner of a certain tract and parcel of real property lying and situated in the County of Eureka, State of Nevada; described as follows, to-wit:

Township 29 North, Range 48 East, M.D.B. & M.,
 Section 15; ALL; containing 640 acres, more or less:

Which real property is subdivided into lots and blocks, as shown and manifested by Map recorded as File No. 35633, in the office of the County Recorder of said County and State, on October 5th, 1961, at 2:10 o'clock P.M.

Crescent City Development Co., Inc., a California corporation, is about to, and intends to sell and convey said real property shown on said map, subject to certain covenants, conditions, restrictions and reservations, to purchasers of same as hereinafter set forth:

NOW THEREFORE, Crescent City Development Co., Inc., a California corporation, declares that the real property above described, and shown on said map, is held, and shall be conveyed and sold by it, subject to covenants, conditions, restrictions and reservations, as set forth in this declaration, as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS:

1. All of the covenants, conditions and restrictions and charges set forth in this declaration, excluding the easements reserved, shall affect all of said real property, except as herein otherwise expressly provided; are made for the direct benefit thereof; and shall run with the land and continue until and including December 31st, 1981, and may, as then in force, or sooner, be extended from said time for a period of ten years, by the assent, evidenced in writing by appropriate agreement entitled to record, of the owners of sixty per cent in area of the property shown on said Map, exclusive of streets, parks, school grounds and open spaces intended for the general use of the owners of property shown on said map.

2. Definitions and Zoning: The use and occupancy of said real property shown on said map is restricted in accordance with the Zones hereinafter described and designated, to-wit:

Blocks O, P, S, T, U V, W, CC and DD: All lots and parcels of land in said blocks are restricted in use and occupancy to single family residences, together with the outbuildings customary to such use, located on the same lot or parcel of land, including and limited to, a private garage or car port with a capacity not to exceed three vehicles, a children's playhouse, a building for domestic animals, a lath house or greenhouse, and tool and hobby shop not used for commercial purposes; and all of said blocks, lots and parcels of land shall be designated an "R-1" Zone.

Blocks K, L and BB: All lots and parcels of land in said blocks are restricted in use and occupancy to one-story apartment houses or bungalow courts, not exceeding four units, together with car ports and garages with aggregate capacities not to exceed two vehicles for each unit, and all of said blocks, lots and parcels of land shall be designated an "R-3" Zone.

Blocks A, B, C, D, E, F, G, H, M, Q, R, X, Y, Z and AA: All lots and parcels of land in said blocks are restricted in use and occupancy to light commerce and retail trade; and all of said blocks, lots and parcels of land shall be designated as "C-1" Zone.

3. No house or structure shall be moved upon said real property, or any part thereof.

4. No temporary dwelling of any description, value or character, shall be erected upon, or permitted upon, said real property.

5. No building or other structure shall be erected or permitted to be upon said real property in the "R-1" Zone nearer than fifteen feet to the nearest boundary line of any street; nor nearer than ten feet to any side lot line. No uncovered porch, stoop, pergola, ornament, ornamental arches, fences or gates, with a setback of less than that specified herein for a building or other structure, shall be permitted to be erected or maintained upon said real property.

a. "Setback" as used herein, of any building or other structure as to any line shall be deemed to be the minimum distance between said building or other structure, and said line. The setback of any building, or other structure, as to any street, shall be deemed to be the minimum distance between said building or other structure and the nearest boundary line of said street.

b. "Street" as used herein is defined as meaning any street, highway or other thoroughfare shown on said map, whether designated thereon as a street, avenue, boulevard, drive, road, terrane, way, lane, path, or otherwise, or whether named and designated at all.

6. No building or other structure shall be erected or permitted to be upon said real property in the "R-3" or "C-1" Zones nearer than ten feet to the nearest boundary line of any street; nor nearer than five feet to any side lot line in the "R-3" Zone. Subparagraphs "a" and "b" of Paragraph 5 above shall apply in defining the words "street" and the "setbacks" mentioned in this paragraph.

7. No fence or boundary wall situated anywhere upon any lot or block of said real property shall have a height greater than six feet above the graded surface of the ground upon

which such fence or wall is situated; nor shall any wall, fence or hedge be erected or maintained within the setback area of any lot or parcel of land in the "R-1" or "R-3" Zones.

8. In the "R-1" and "R-3" Zones no dwelling house shall be erected or maintained upon said real property which is less than 700 square feet in size, or which shall contain less than 700 square feet of habitable living space, exclusive of porches, stoops, steps, patios, garages, car ports, breezeways, or the like. No dwelling house shall be erected or maintained upon said real property in said Zones which is not connected to, and operated in connection with, a workable septic tank and cesspool.

9. In the "R-1" and "R-3" Zones no business or commercial establishment shall be erected or maintained upon said real property; and no business, profession or trade of any kind or nature shall be carried on upon or from any part of said real property, other than the rental of said real property, or apartments, courts and rooms thereupon.

10. No horses, cattle, sheep, goats or pigs shall be kept or maintained upon any portion, unit, lot or block of said real property whatsoever.

11. No person shall discharge any firearm upon any part of said real property. Firearm shall mean and include bows and arrows, sling shots, and any other device whereby a projectile of any kind is thrown or projected.

12. Any of the covenants, conditions and restrictions, but not the reservations hereinafter set forth, may be annulled, waived, changed or modified by written consent duly recorded, of the owners of 80 per cent of the area of said real property shown on said map, exclusive of streets. The area of said real property shall be deemed to include only the Blocks above set forth in Paragraph 2 hereof.

13. Violation of any of the covenants, conditions and restrictions contained herein, shall give to each and every owner of land contained in the area shown on said map, the right by peaceable means, to enter upon the property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, and shall not hereby be deemed guilty of any manner of trespass for such entry, abatement or removal. The result of every act or omission whereby any restriction, condition, covenant or agreement herein contained is violated, in whole or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by any owner of land in the area covered by said map; and such remedy shall be deemed cumulative and not exclusive.

14. The provisions contained in this declaration shall bind, and inure to the benefit of, and be enforceable by, the owner or owners of any property contained in the area covered by said map, their and each of their legal representatives, heirs, successors and assigns, and failure by any property owner, or his or her legal representatives, heirs, successors or assigns, to enforce any such restrictions, conditions, covenants and agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. If any paragraph, section, sentence, clause or phrase of these covenants, conditions and restrictions contained herein 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.

RESERVATIONS:

16. Declarant, Crescent City Development Co., Inc., a California corporation, does hereby reserve unto itself, its successors and assigns, from each and every grant of said real property or portion thereof to future grantees, the exclusive and perpetual right and easements, to erect, construct, operate, maintain, alter, modify and remove, a line or lines for the transmission of electric energy, and for telephonic communication, over, across, upon and underneath the surface of the above described real property, for any and all purposes for which electric energy is now or may hereafter be transmitted and used, and for any and all purposes for which such line or lines are now or may hereafter be used for the transmission of messages, communications and intelligence; together with the right to keep, maintain and repair the same; and in connection therewith to dig, excavate and tunnel underground, and erect and maintain necessary poles, towers, wires, cables, conduits, fixtures and appliances, including but not limited to meters, transformers, guy wires, stubs, anchors, brace poles, and any and all substitutes and improvements of same; and together with the right to fell and trim trees along said line or lines whenever the same may be necessary in order to erect, construct, operate or maintain said line or lines clear and free from obstructions.

17. Declarant, Crescent City Development Co., Inc., a California corporation, does hereby reserve unto itself, its successors and assigns, from each and every grant of said real property or portion thereof to future grantees, the exclusive and perpetual right and easements, to install, erect, construct, operate, maintain, alter, modify and remove, for the purpose of transmitting natural gas or other gas for the use in heating and cooking, and for the purpose of transmitting water, waste and sewage, and for all other purposes for which gas, water and sewer lines and pipes are now or may hereafter be used, over, across, under and upon the surface of the ground, the real property above described; together with the right to keep, maintain and repair the same; and in connection therewith to dig, excavate and tunnel underground, and erect and maintain, all necessary installations and appliances now or which may hereafter be used in connection with such lines, and pipes, and any and all substitutes and improvements of same.

18. Declarant, Crescent City Development Co., Inc., a California corporation, does hereby reserve unto itself, its successors and assigns, from each and every grant of said real property or portion thereof to future grantees, the exclusive and perpetual right, to assign and mentioned in Paragraphs 16 and 17 above.

IN WITNESS WHEREOF the undersigned has executed this Declaration of Covenants, conditions, restrictions and Reservations, this 1st day of February, 1962.

CRESCENT CITY DEVELOPMENT CO.; INC.,
A California corporation.

BY John Bayer
JOHN BAYER President.

ATTEST:

BY William Kaye
WILLIAM KAYE Secretary.

(CORPORATE SEAL)

ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street, the minimum setback line unless similarly approved by Architectural Control Committee.

ARCHITECTURAL CONTROL COMMITTEE:

MEMBERSHIP:

The Architectural Control Committee is composed of John Bayer, 5724 Hollywood Blvd., William Kaye, 5724 Hollywood Blvd., Paul R. Williams F.A.I.A., 5724 Hollywood Blvd., Hollywood 28, California.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant at any time. The then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 19 day of February, 1962, personally appeared before me, a Notary Public in and for said County and State, John Bayer and William Kaye, known to be the President and Secretary respectively of Crescent City Development Co., Inc., a California Corporation, the Corporation that executed the foregoing instrument, and upon oath, did each depose that he is the officer of said Corporation as above designated; that he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the Corporate seal of said Corporation; that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures; and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein set forth.

WITNESS my hand and official seal at Los Angeles, California, the date last above written.

(NOTARIAL SEAL)

Jerry Sullivan
Notary Public in and for the County
of Los Angeles, State of California.

My Commission Expires July 23, 1965

Recorded at the request of Crescent City Development Co., Inc. June 22, A.D., 1962 At 02 minutes past 1 P. M.

Willis A. DePaoli - Recorder.