

AMENDED DECLARATION OF RESTRICTIONS
CRESCENT CITY UNIT #2 AND #3 OF NEVELCO INC.
SEC 15; T 29N. R 48E., Eureka County, Nevada

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 all of Blocks A-B-C-D-E-F-G-H-M-Q-R-W-X-Y shall be designated as commercial lots and shall be improved, used, and occupied for purposes of conducting a business.
2. That all of Blocks K-L-AA shall be designated as multiple residence lots and shall be improved, used, and occupied for multiple residence purposes permitting the construction of two (2) or more residences.
3. That all the remaining lots shall be designated as residential lots and shall be used, improved, and occupied for single residence purposes, with no lot so designated having less than 10,000 sq. ft. for each residence.
4. That no residence erected thereon shall be nearer than twenty (20) 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 line.
5. 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.
6. No signs, advertisements, billboards, 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.
7. That no septic tank or any sewage disposal unit shall be located any nearer than fifty (50) feet from any domestic well.
8. 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 lot 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 John Preston, Edward Pierce and Del Preston, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of Nevelco, Inc. 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.
9. 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.

(over)

EC-44801-28

AMENDED DECLARATION OF RESTRICTIONS

CRESCENT CITY #2 and #3 of NEVELCO

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 on 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, and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding 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 violation.

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.

Recorded

as Document No.

Eureka County, Nevada, Records

Nevelco, Inc., a California Corporation

By Del E. Preston
Del E. Preston, PresidentBy Edward F. Pierce
Edward F. Pierce, SecretarySEAL
Affixed

STATE OF CALIFORNIA

County of MarinOn this 3rd day of March1964 Year one thousand nine hundred and sixty fourbefore me, Alexander L. Backofen, a Notary Public in and for the County of Marin, State of California,residing therein, duly commissioned and sworn, personally appeared Del E.Preston and Edward F. Pierceknown to me to be the President and Secretary

of the corporation described in and that executed the within instrument, and also known to me to be the person or persons who executed the within instrument on behalf of the corporation therein named, and I am duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the County of Marin, State of California, this 3rd day and year in this certificate.Notary Public in and for said County of Marin

State of California

My Commission Expires 25th day of July 1965
CORPORATION ACKNOWLEDGMENT

FILE NO.

Filed for record at the request of Pioneer Title Insurance Co. of NevadaMarch 19, 1964, at 56 minutes past 10 A.M. Recorded inBook 3 of Official Records, page 463-464, Records of EUREKA

COUNTY, NEVADA.

Fee: \$3.95

Recorder.