

Received and Reviewed by: _____

Signature _____

Date: _____

Signature _____

Date: _____

**DECLARATION OF RESTRICTIONS
OF CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, that HOME SAVINGS AND LOAN ASSOCIATION, a Nevada corporation, owner of the real property in the City of Carson City, County of Ormsby, State of Nevada, described as follows:

All that real property contained within the exterior boundary lines of Lots 1 through 43, Lot 48 and Lot 49, Lots 51 through 54, North 1/2 of Lot 55, Lot 57, Lots 60 through 67, Lots 74 through 79 and Lots 82 through 85 in ANDERSEN HEIGHTS SUBDIVISION,

as shown on the map thereof, recorded May 11, 1964, in the office of the County Recorder of Ormsby County, State of Nevada, as Document No. 75251.

HEREBY CERTIFY AND DECLARE that it has established and does hereby establish a general plan for the improvement land development of said Tract, and does hereby establish the provisions, conditions, restrictions and covenants upon and subject to which all lots and portions of lots in said Tract, herein referred to as "Said Tract", shall be improved or sold or conveyed by them as such owners, each and all of which shall hereafter apply to and bind the owner or owners of each and every parcel of land in said tract, or any interest therein, and their respective successors in their mutual interest, as follows, to-wit:

FIRST: All lots shall be used for single-family one-story, or one and one-half or two-story residential purposes only, and limited to one such residence to a lot, it being permissible to maintain servant's quarters. If servant's quarters are in or attached to the garage same shall be no more than one story in height. Any one-story residence erected on said lots shall contain not less than 900 square feet, exclusive of garage, whether attached or detached, outbuildings, basement, and porches, and that any residence erected thereon shall face the front lines thereof.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

No fences shall be erected or permitted to remain between the street and the front set-back line to exceed the height of three (3) feet; nor shall any hedge therein be permitted to exceed the heights of three (3) feet; and any fence, wall or hedge placed or erected elsewhere on said premises shall not be more than six (6) feet in height.

That no building, tent or trailer of any kind shall be moved onto said premises nor shall any temporary residence be erected or maintained thereon. Further, that no trailers, and or dismantled vehicles shall be placed behind the present set-back lines as set forth by the herein described restrictions, except in a completely covered carport or garage.

SECOND: That no intoxicating liquors of any kind shall ever be manufactured on said premises.

THIRD: That no animals, including dogs, cats, poultry, fowl, rabbits, etc., shall be kept, maintained or raised on the premises for commercial purposes and not more than a total of four cats or dogs shall be maintained on the premises at any one time in any event.

FOURTH: ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of Robert L. Helms, R. B. Cline and John L. West. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the 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 duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore it to any of its powers and duties.

PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

FIFTH: That the breach of any said covenants and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, restrictions, or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

SIXTH: That the above conditions and restrictions shall continue for ninety (90) years from May 25, 1966, unless at the expiration of any thirty (30) year period more than fifty per cent of the property owners in said tract desire to remove or modify them or to substitute other provisions for any of the provisions herein contained.

SEVENTH: The easements as shown on the aforesaid map for utilities are also the easements for drainage of surface water and that abutting property owners to the said easements shall be responsible for the maintenance and upkeep of any drainage system which may be established.

No delay or omission on the part of HOME SAVINGS AND LOAN ASSOCIATION, a Nevada corp., its successors in interest, herein provided for, of the conditions, restrictions, covenants, or reservation herein contained shall be construed as a waiver thereof or acquiescence therein.

Each and all of the foregoing provisions shall constitute covenants, running with the land and shall operate to the benefit of each and every lot in said tract and to the benefit of each and every owner of any such lot, his successors, or assigns, as against every other lot in said tract, and the owners thereof, their successors or assigns, and is created as a mutual equitable servitude in favor of each of said lots as against all other; and the breach or violation of any of said restrictions or covenants may be enjoined, abated or remedied by appropriate proceedings therefor at the instance of any present or subsequent owner of any lot, or portion of lot in said tract, and the cost of such proceedings, together with reasonable attorney's fee, shall be borne and paid by the party or parties causing or permitting such breach or violation or the continuance thereof. In the event that any action for the enforcement of said restrictions or covenants shall proceed to judgement, the amount of such costs and fees shall be fixed by the court and included in any such judgement.

Whenever the context so requires herein, the masculine gender includes the feminine and/or neuter and the singular includes the plural.

OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

DATED, this 24th day of May 1966

HOME SAVINGS AND LOAN ASSOCIATION

a Nevada corporation

BY: Robert Banks, Vice President

STATE OF NEVADA)
 SS
COUNTY OF WASHOE)

On this 24th day of May 1966, before me, the undersigned, a Notary Public, in and for the County of Washoe, State of Nevada, personally appeared Robert Banks, known to me to be the Vice President of the Corporation that executed the foregoing instrument, and upon oath did 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 signature to said instrument was made by the officer of said Corporation as indicated after said signature, and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Washoe, State of Nevada, the day and year in this certificate first above written.



Susan Harper
Notary Public in and for said County and State.

Return to:
JST COMMERCIAL TITLE, INC.

Filed for Record at Request of
FIRST CAPITOL TITLE
MAY 25 1966 at 56
Min. Past 11 o'clock A. M.
Recorded in Book 51
of Official Records
Page 145
Ormsby County, Nevada
Debra M. Simpson
County Recorder
By Laura J. Smith Deputy
File No. 54163
Fee 4.50

BOOK 51 PAGE 148