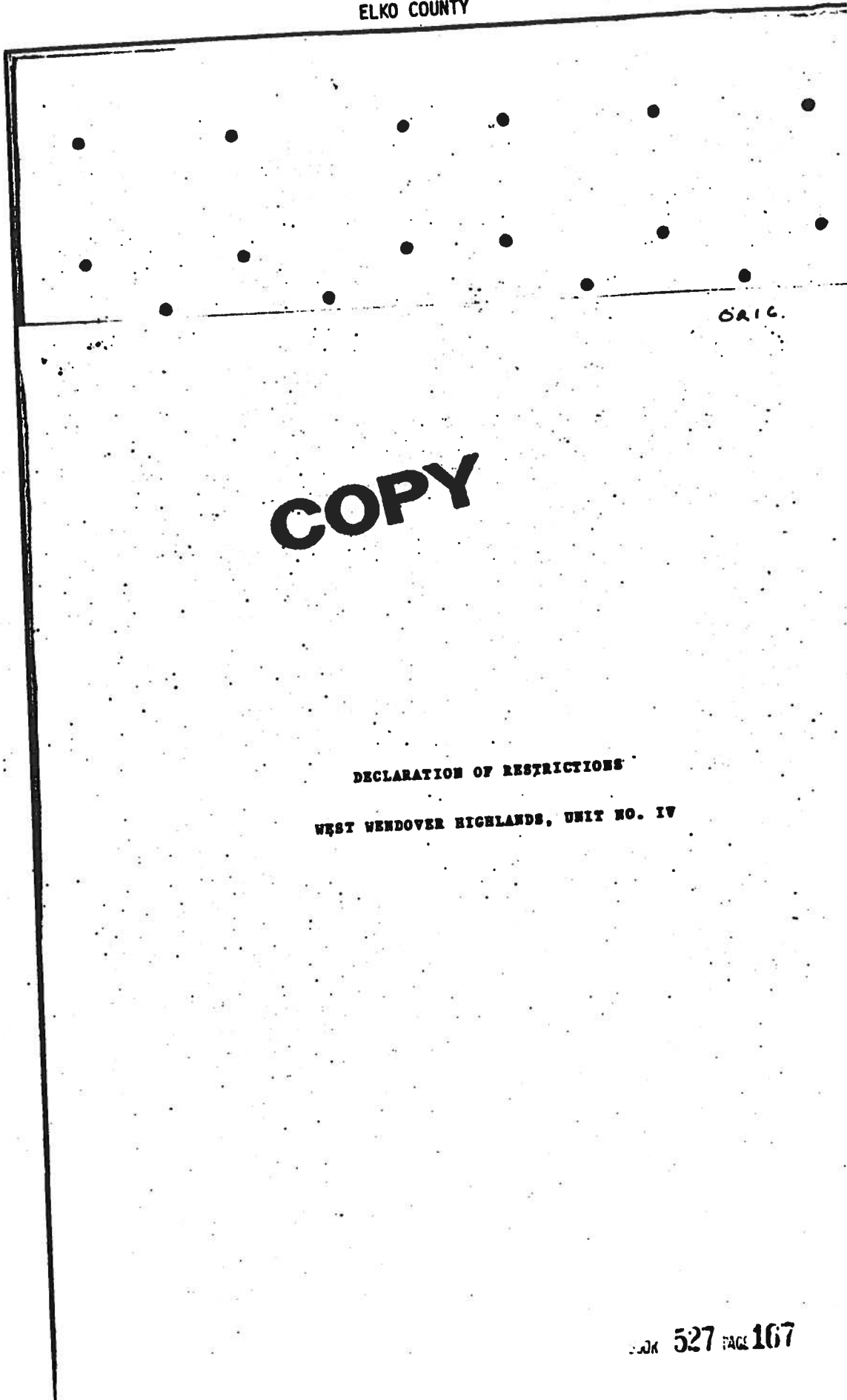


ELKO COUNTY



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**COPY**

DECLARATION OF RESTRICTIONS  
WEST WENDOVER HIGHLANDS, UNIT NO. IV

DECLARATION OF RESTRICTIONS  
West Wendover Highlands, Unit No. IV

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DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made on the 24<sup>th</sup> day of JUNE 1986, by McDUGAL LIVESTOCK COMPANY, a California corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the said Declarant is the owner of that certain tract of land situate in the County of Elko, State of Nevada, described as: West Wendover Highlands Subdivision Unit No. IV hereinafter referred to as "said property", and

WHEREAS, Declarant is about to sell all or a portion of said property and desires to subject said property to the respective conditions, restrictions, covenants and charges hereinafter set forth for the mutual benefit of McDougal Livestock Company, Elko County, and the subsequent owners of parcels of said property.

NOW, THEREFORE, the said Declarant hereby declares that all of the property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, easements, conditions and covenants, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and development of the property and established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. All provisions of this declaration are hereby imposed as equitable servitudes upon the property. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding on and for the benefit of all of the property and all parties having or acquiring any right, title, or interest on the property or any part thereof.

ARTICLE I  
GENERAL PURPOSE

1. The real property affected hereby is subjected to the conditions, restrictions and charges herein contained to provide a desirable development, and to provide necessary and quality improvements to said property, which is to be used for residential and open space purposes, and for the benefit and preservation of value of each and every part of said property.

2. The conditions, restrictions and charges herein contained are intended to supplement and not supersede the provisions of the Elko County Zoning Ordinance; where those ordinance provisions are more restrictive they shall be binding; where the conditions and charges herein contained are more restrictive, then such shall govern.

3. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Development Standard Committee or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless, in the instance of R-1 residential restrictions, an instrument signed by the then-owners of two-thirds (2/3) of the R-1 lot has been recorded, agreeing to change said covenants and restrictions in whole or in part. In the instance of R-2 restrictions, the instrument must be signed by two-thirds (2/3) of the then-owners of the total acreage. However, no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

4. This Declaration is intended to control the development of the property and its subsequent maintenance.

**ARTICLE II**  
**DEFINITIONS**

1. "Accessory building" means any building other than a main building.
2. "Building" or "structure" means any construction having a roof supported by columns or walls and used for the enclosure of persons, animals, or chattels.
3. "Committee" means the Development Standard Committee provided for herein.
4. "Front property line" means that property line adjacent to a street. On corner lots, both property lines adjacent to streets may be considered to be front property lines.
5. "Main building" means that building or buildings devoted to the principal use or activity of the lot or parcel on which it is located.
6. "Open area" means public areas such as golf courses and parks.

**ARTICLE III**  
**DEVELOPMENT STANDARD COMMITTEE**

1. In order to provide for the orderly development of West Wendover Highlands Subdivision, and to aid in establishing a community that is functional and environmentally, aesthetically and economically sound, there is hereby created a Development Standard Committee comprised of:

**COMMITTEE**

Donna Crick  
Charles Gierhart  
Richard A. McDougal

2. In the event of resignation, incapacity, or death of any member of the Development Standard Committee, the remaining members shall fill any vacancy or vacancies. Committee reserves the right to appoint alternates or sub-committees as deemed necessary to expedite

the duties of the Development Standard Committee. The Development Standard Committee shall have the power to establish its own by-laws.

3. For the purpose of insuring that said property develops as a high quality area, power is hereby granted to the Development Standard Committee to reasonably control the use of each lot, or the buildings, structures or improvements placed on each lot as more fully set forth, and to maintain the desired high quality of maintenance thereafter.

4. The Development Standard Committee is empowered to make such exceptions to these restrictions as the Committee shall reasonably deem necessary or proper. Such exceptions shall only occur when the common scheme of the development, and its enforcement, are not impaired.

5. The Development Standard Committee shall perform the following functions in order to comply with the stated purposes of this Declaration of Restrictions:

A. Property Zoned R-1:

The owner of each and every lot or parcel by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot or parcel unless and until the site plans and exterior specifications thereof have been approved in writing by the Development Standard Committee. Each such building or structure shall be placed on the premises only in accordance with the plans and specifications so approved. No alteration in the exterior appearance of any building or structure shall be made without like approval, including change of color.

Prior to the commencement of construction of any improvement on any parcel within Unit No. 4, three (3) complete sets of plans and specifications, including front, side and rear elevations, exterior material and color scheme, plot plan establishing the exact location of any structure, drainage plan, landscaping plan, and topographical plan indicating existing and finished topography of the parcel, shall be submitted in writing to the Committee for approval. The Committee

shall examine and review all such plans and may approve, reject or stipulate reasonable changes or alterations in the plans for any structural improvement, including, but not limited to, building setbacks, elevations, colors and type of exterior and roofing materials, accessory structures, retaining walls, outbuildings, landscaping plans or any fence and wall to be constructed on the parcel. The Committee shall act to approve, reject, conditionally approve, or otherwise modify all plans submitted to it within forty-five (45) days from the date of submission. In the event that the Committee does not so act within 45 days, the plans shall be deemed approved as submitted. The approval of the plans and specifications by the Committee shall be endorsed on all sets of plans and specifications. Two such sets shall be returned to the person or entity submitting the same and the other shall be retained by the Committee.

B. Property Zoned R-2

The owner of each and every lot or parcel, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no structure shall be placed upon such lot or parcel unless and until the following have been submitted to, and approved by, the Development Standard Committee, and must be accompanied by a written request for action to be taken by the Development Standard Committee:

- (1). A rendering of the proposed project.
- (2). A preliminary site plan showing the location of the project in relation to the lot.
- (3). One elevation of each side of the proposed structure.
- (4). Specifications dealing only with the exterior building materials, types and colors.
- (5). General parking plan.
- (6). Landscaping plan, including fencing.

6. Approval by the Development Standard Committee of any given plan, plans, alteration or change may be withheld due to non-compliance with any of the reasonable requirements of this Declaration

of Restrictions, or due to reasonable disapproval by the Development Standard Committee as to the location of the building upon any lot, appearance, exterior construction materials to be used, the lot grading plan, the harmony of a proposed structure with the surrounding area and the influence or effect the structure may have upon adjacent buildings.

In the event that the Development Standard Committee, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE IV**  
**GENERAL RESTRICTIONS**

1. **Prior Approval:** No use of said property shall occur, nor shall any buildings or structures be erected, without complying with this Declaration of Restrictions.

2. **Land Use:**

A. No noxious or offensive activities shall be carried on upon the property or any portion thereof, nor on any street, nor shall anything be done or maintained on any lot which may be or become an annoyance or nuisance to the neighborhood.

B. No automobile or vehicle which is not in an operating condition shall be parked or left on any street or on any part of the property other than a garage.

C. No boat, golf cart, or recreational vehicle, shall be stored on any lot or portion thereof unless the same shall be kept in enclosed area and substantially out of the view of any adjacent lot or street of the same or substantially similar grade.

D. No boat, truck or recreational vehicle shall be used as a living area.



E. Except as otherwise permitted in this Declaration of Restrictions, no trailer shall be used as a living area; however, on property zoned R-2, trailers for use incidental to the initial construction of improvements may be maintained as offices, but said trailers shall be promptly removed upon completion of construction.

F. No shed, tent, or temporary building shall be erected, maintained or used on any lot or portion thereof; however, temporary buildings for use incidental to the initial construction of improvements may be maintained but said temporary buildings shall be promptly removed upon the completion of construction.

G. No privy shall be erected, maintained, or used upon any lot or portion thereof; however, privies are permitted during the course of the initial construction of improvements, but all privies shall be promptly removed upon completion of construction.

H. No derrick or other structure designed for use in boring or quarrying shall be erected or maintained upon any lot or portion thereof.

I. No oil, sand, gravel or minerals of any type shall at any time be drilled for or excavated or pumped or dug out of said property except for the purpose of constructing basements or foundation of buildings to be erected thereon or for the purpose of landscaping or improving the ground thereof. All excavated materials shall be aesthetically incorporated into the landscaping or disposed of properly.

J. At no time shall any lot or parcel or part thereof be used for the storage of junk, salvaged material or equipment, auto parts, or other extraneous matter. Lots shall be kept in a clean and neat condition at all times.

K. Activities which produce objectionable amounts of noise, odor, smoke, dust or glare are expressly prohibited.

L. Construction of buildings shall be diligently and consistently pursued following commencement of construction.

M. No accessory building shall occupy any parcel unless a main building exists on that parcel.

N. Owners and users of lots or parcels within the subdivision shall utilize water conservation equipment, plumbing fixtures, and techniques.

O. Trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No owner or occupant of any lot shall permit any trash or refuse to be disposed over rear yard fences.

P. Propane tanks, if used, are to be enclosed in matching siding to that of the main building.

Q. Signs or billboards advertising products or services on the premises are prohibited on any lot or parcel.

R. No commercial gaming activity of any nature shall be conducted on any lot or parcel hereunder.

S. No house of prostitution shall be maintained upon said property or any portion thereof.

T. All lots shall be maintained with the highest regard to minimizing fire and other life-threatening hazards.

U. All buildings shall have exterior earth tone colors.

**ARTICLE V**  
**SPECIFIC RESIDENTIAL RESTRICTIONS**

The intent of this Article is to supplement the general restrictions of Article IV. It is not the intent of this section to modify, in any way, Article IV. The following are additional restrictions on R-1 and R-2 property:

1. No animals, livestock, poultry or bees shall be kept on the property, except that domestic dogs, cats, birds and fish may be kept as household pets upon any lot provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. As used herein "unreasonable quantities" shall be deemed to limit the number of dogs, cats, and birds to two (2) each. Dogs must be provided a pen or confined running area if left outside.

2. Storage areas for garbage and waste containers shall be completely screened from street view.

3. No outside projections of any type shall be placed or permitted to remain above the roof of any building with the exception of air-conditioning units (which shall be screened), solar collectors, chimneys and vent stacks. No outside television disc or radio pole or antenna shall be constructed, erected or maintained on any building or any lot or connected in a manner so as to be visible from the front of any building unless approved in writing by the Development Standard Committee.

4. No fence shall exceed six (6) feet in height along side or rear property lines, excepting side line fences within the front setback, which fences shall not exceed three (3) feet in height. Fences along the front property line shall not exceed three (3) feet in height.

5. Rear fences which abut the golf course shall not exceed four (4) feet in height.

6. No sign shall be displayed to public view on any lot or parcel without written approval from the Development Standard Committee; however, Declarant or its sales agents shall have the right to place and maintain signs and displays of reasonable dimension for the purpose of selling lots or parcels within the subdivision.

7. Construction of buildings including driveways and walkways shall be completed within twelve (12) calendar months following commencement of construction.

8. Construction of landscaping shall be completed within eight (8) calendar months following issuance of certificate of occupancy.

**R-1 ZONED PROPERTY**

Lots or parcels zoned R-1 under the provisions of the Elko County Zoning Ordinance shall be used for family dwellings.

**A. Parking required:**

1. Two (2) car spaces for any residence and/or dwelling unit shall be required.
2. Each home shall include a two (2) car garage which may be either attached or detached.

**B. Standards of Structures:**

1. Only single family detached homes, constructed in compliance with the National Uniform Building Code, shall be permitted. These homes must be built on site by conventional methods.
2. Roofing shall be of tile, asphalt shingle, shake, Decrabond, or rock and all colors shall be earth tones.
3. Minimum square footage standards for homes on designated lots shall be:

<u>Block</u>	<u>Lot No's.</u>	<u>Square Footage</u>
E	31-35 inc.	1,200
G	1-10 inc.	1,200
H	2-9 inc.	1,500
H	17-33 inc.	1,500
H	34-35 inc.	1,500
H	10-16 inc.	1,200
Q	1-18 inc.	1,200

The above minimums apply to the finished living areas and do not include garage areas or basement areas which are left unfinished.

4. Maximum height limitations for homes on specific lots shall be:

Block E, Lots 31-35, inc.- 24' Two stories above ground  
 Block G, Lots 1-10, inc.- 24' Two stories above ground  
 Block H, Lots 2- 9, inc.- 18' One story above ground  
 Block H, Lots 17-33, inc.- 18' One story above ground  
 Block H, Lots 34-35, inc.- 24' Two stories above ground  
 Block H, Lots 10-16, inc.- 24' Two stories above ground  
 Block Q, Lots 1-18, inc.- 24' Two stories above ground

To calculate maximum height:

1. Identify the curb high point.
2. Identify the high point of the roof.
3. The difference shall be the home height.
3. Lots 10-16 inc., Block N will be provided a rear fence on Tibbet's Blvd. by the Developer. Said fences will become the property of the lot owner.

**R-2 ZONED PROPERTY**

Lots or parcels zoned R-2 under the provisions of the Elko County Zoning Ordinance shall be used for multi-family dwellings and shall comply with the following density limitations:

Duplexes through eight-plexes - maximum of eight per lot or parcel with a maximum density of 4,000 square feet per unit or eight units per 32,000 square feet.

Condominiums - fifteen (15) per acre.

Townhouses - twelve (12) per acre.

**A. Parking Required:**

1. One and one-half (1-1/2) car spaces per unit shall be required.
2. At least one space per unit shall be covered parking. Such covered parking construction shall be consistent with other construction.

**B. Standards of Structures:**

1. Construction shall be in compliance with the National Uniform Building Code as adopted by Elko County. These units must be built on site by conventional methods.
2. Roofing shall be of tile, asphalt shingle, shake, Decrabond, or rock and all colors shall be earth tones.
3. Minimum square foot standards for units shall be 720 square feet per unit.
4. Maximum heights allowed shall be as follows:  
 Duplexes through eight plexes - 24 feet.  
 Condominiums - 24 feet.  
 Townhouses - 24 feet.

**C. Perimeter Wall:**

1. A five foot (5') slump block or stucco wall shall be erected along the property line which abuts Tibbet's Boulevard, in accordance with the plans and specifications furnished by McDougal Livestock Company.

**ARTICLE VI**  
**VIOLATION AND VALIDITY**

1. The conditions, restrictions and covenants herein contained shall bind and inure to the benefit of and be enforceable by Declarant or by the owner or owners of any of said property, and it shall be lawful not only for Declarant, or their successors or assigns, but also for the owner or owners of any portion of said property, to institute and prosecute any proceedings at law or in equity against Declarant or any person, firm or corporation violating or threatening to violate any of the conditions, restrictions or covenants herein contained and such action may be maintained for the purpose of preventing a violation or for both of such purposes. The failure of Declarant, or its successors or assigns, or of any property owner, to enforce any of the conditions, restrictions or covenants herein contained shall in no way or event be deemed a waiver of the right to enforce such conditions, restrictions or covenants thereafter.

2. Nothing contained herein shall be construed as preventing the application of any lawful remedies against a nuisance, public or private or otherwise, but the remedies herein contained shall be in addition to any other remedies given by law.

3. If any article, paragraph, subdivision of paragraph, sentence, clause or phrase contained in this Declaration of Restrictions shall be held to be invalid by any court for any reason, the invalidation thereof shall in no way affect the validity of any of the portions of this Declaration of Restrictions, it being the intent of the Declarant that the whole of said Declaration of Restrictions, with the exception of such invalidated portion or portions, shall remain in full force and effect.

4. Any person dealing with any of the property covered by this Declaration of Restrictions may fully rely upon the due execution and truth of the facts stated in a certificate signed and acknowledged by the Declarant as to any action taken or not taken by Declarant.

**ARTICLE VII**  
**NOTICE**

Any notice, request or other writings intended for Declarant may be delivered personally to the Declarant or may be sent by registered mail to Declarant at Post Office Box 2440, Wendover, Nevada 89883. Declarant expressly reserves the right to change the place at which such communications may be delivered or sent, to any other address or addresses by a Supplemental Declaration of Restrictions recorded in the office of the County Recorder of Elko County, Nevada.

**ARTICLE VIII**  
**ENFORCEMENT, COSTS AND ATTORNEYS' FEES**

The failure to comply with each, every, and all of these restrictions shall subject the violator to a lawsuit that will seek equitable and legal redress. The violator will be responsible for all damages, court costs and all attorneys' fees.

**ARTICLE IX**  
**ADOPTION AND RECORDING**

Undersigned Declarant hereby adopts, on this 24<sup>th</sup> day of JUNE, 1986, those conditions, restrictions and charges herein contained and agrees that the same shall be filed simultaneously with the filing of a final map of West Wendover Highlands Subdivision.

ELKO COUNTY

Unit No. IV, in the office of the County Recorder of the County of Elko, State of Nevada.

IN WITNESS WHEREOF, the Declarant has set its hand the day and year above written.

McDOUGAL LIVESTOCK CO.

Richard A. McDougal  
President

Mary L. Harris  
Vice President

Robert C. Baker  
Secretary-Treasurer

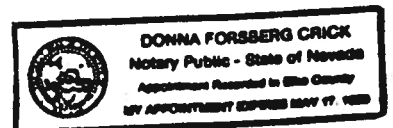
By: Richard A. McDougal  
Richard A. McDougal  
Its President

STATE OF NEVADA )  
                          ) ss  
COUNTY OF ELKO )

On this 24<sup>th</sup> day of June, 1986, before me, a Notary Public, in and for Elko County, Nevada, residing therein, duly commissioned and sworn, personally appeared Richard A. McDougal, known to me to be the President of McDougal Livestock Company, the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

Donna Forsberg Crick  
NOTARY PUBLIC





ELKO COUNTY

I have read the foregoing Declaration of Restrictions consisting of fifteen (15) pages, including this page, and acknowledge receipt of Exhibit No. 1, fully understand the same, and agree to comply with each, every and all enclosed covenants, conditions and restrictions.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
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Date  
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Date

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Signature of Buyer  
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Signature of Buyer  
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Signature of Buyer  
\_\_\_\_\_  
Signature of Buyer

Filing Information:

Lot \_\_\_\_\_ Block \_\_\_\_\_

21.00 216395  
FILED FOR RECORD  
AT REQUEST OF  
*Summit Engineering*  
26 JUN 25 P 3: 13  
RECORDED 527 167  
JERRY D. PEYNGLOS  
ELKO CO. RECORDER

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