

CALVADA MEADOWS UNIT II DEED OF RESTRICTIONS
THE BANK OF CALIFORNIA, N.A., AND LAWYERS TITLE OF LAS VEGAS, INC.
AS CO-TRUSTEES TO
ALL FUTURE OWNERS OF LOTS IN CALVADA MEADOWS UNIT II SUBDIVISION,
NYE COUNTY, NEVADA

File No. **23322** Filed for record at request of
Nye County Commissioners, Board of May 28 1980
at 18 minutes past 2 o'clock P.M. and recorded in book
of Official Records page Nye County, Nevada.
Norma Lyda
County Recorder

Nye County

CALVADA MEADOWS UNIT II DEED OF RESTRICTIONS

THE BANK OF CALIFORNIA, N.A. AND LAWYERS TITLE OF LAS VEGAS, INC.,

AS CO-TRUSTEES TO

ALL FUTURE OWNERS OF LOTS IN CALVADA MEADOWS UNIT II SUBDIVISION,

NYE COUNTY, NEVADA

WHEREAS, The Bank of California, National Association, and Lawyers Title of Las Vegas, Inc., Co-Trustees (Grantors) are the owners of certain land situated in Nye County, Nevada and known and designated as CALVADA MEADOWS UNIT II SUBDIVISION, the unit of said subdivision having been recorded in Official Records of Nye County, Nevada; and,

WHEREAS, Preferred Equities Corporation, a Nevada corporation (Developer) will undertake the development of said subdivision unit; and,

WHEREAS, Grantor and Developer desire to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within said CALVADA MEADOWS UNIT II SUBDIVISION;

NOW, THEREFORE, the said Grantor does establish the following restrictions for CALVADA MEADOWS UNIT II SUBDIVISION, as filed and recorded in Official Records of Nye County, Nevada, as above-described, and said subdivision shall be subject to the following conditions and restrictions:

GENERAL CONDITIONS

1. All restrictive covenants, listed and/or contained herein, are subject, in all instances, to complete compliance with the State of Nevada and the County of Nye health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions.
2. These restrictive covenants, easements, reservations and requirements upon the lands within said subdivision, and any amendments thereto, shall run with the land and remain in full force and effect for a period of forty (40) years from the date hereof.
3. Except as otherwise provided herein, enforcement shall be by proceedings at law or in equity brought by any property owner within the subdivision against any other person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
4. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.
5. Wherever any act of approval is required of Developer under these restrictions, the Developer may designate an agent or committee to act on its behalf. The Developer shall relinquish its exclusive rights of approval as provided herein to an Architectural Control Committee within three years from the date of the first sale or when thirty percent of the lots are sold, whichever occurs first. Thereafter, the Architectural Control Committee shall be appointed by a majority of lot owners within the subdivision and assume all approval rights of Developer specified herein. In the event Developer is then an owner of lots within the subdivision, Developer shall be entitled to vote the lesser of the number of lots owned or one vote less than the total number of lots then sold. Nothing contained in this paragraph 5 shall prohibit the owners from electing Developer or his employees to the Architectural Control Committee or otherwise require Developer to relinquish his enforcement rights as a property owner of the restrictions set forth herein.

Nye County

RESTRICTION A
UNIFORM GENERAL REQUIREMENTS

1. Easements and rights-of-way are hereby expressly reserved for the benefit of lots within the subdivision for the purpose of creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, quasi-public and private, as well as for any public, private or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to the rear ten (10) feet of every lot and five (5) feet along each side lot line of every lot, and the front five (5) feet of every lot. Along curved property lines, overhead utility lines are permitted beyond the front and rear ten (10) foot easement, not to exceed ten (10) feet beyond said ten (10) foot easement, to the extent necessary to service all lots in a particular block within the subdivision. Overhead service wires are permitted across corners of rear yards where side lot lines do not join in the rear.
2. An aircraft taxi-way easement and right-of-way are hereby expressly reserved in lots 1 through and including 352, of Block 16, Calvada Meadows Unit 2, for the benefit of lots 1 through and including 352, Block 16, Calvada Meadows Unit 2, for the purpose of creation and construction of an aircraft taxi-way for the benefit of and use by owners of said lots. Such taxi-way easement and right-of-way shall be confined to the rear thirty (30) feet of each lot specified in this paragraph. Following completion of asphalt paved construction each lot owner shall be responsible to each and every other lot owner intended to be benefited hereby for the continued maintenance and repair of the taxi-way easement and improvements made thereto for the public health, safety and welfare.
3. 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 in writing by the Developer, its duly authorized agent or the Architectural Control Committee specified in Paragraph 5 of the General Conditions above, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.
4. No fence or hedge shall be erected or maintained on the property of this subdivision which shall be greater in height than five (5) feet or which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of the subdivision. No wall or fence shall be erected or placed between the front property line and the front setback lines of any lot, unless said wall or fence shall be ornamental and a desirable feature and shall not, in any manner, impair the general scheme of the subdivision area. The Developer, its agent or Architectural Control Committee may in its discretion, approve minor projections above the restrictive heights for architectural features and shall make all determinations of suitability or acceptability of any fence, wall or hedge required by this paragraph. No fence, hedge, structure or other obstruction shall be erected or placed within the rear thirty (30) feet of any lot comprising lots 1 through and including 352, Block 16, Calvada Meadows Unit 2, or within the taxi-way easements.
5. A community water system will be provided by Central Nevada Utilities Company to serve all lots in the subdivision. A betterment fee for central water system for the lots shall be payable by owner to Central Nevada Utilities Company at the time owner commences construction of any unit upon such lots at the following rate: Single family residential, \$900.00 per lot or dwelling unit; Mobile home, \$750.00 per lot or dwelling unit and Commercial, \$2700.00 per acre with a \$750.00 minimum for a portion thereof. There will be an additional water connection fee of \$215.00 for single family residential and mobile home 3/4" service. The additional water connection fee for commercial use will vary by size of service. The above fees may be increased at the time of payment by the percentage of any increase of cost of construction prevailing in Southern Nevada over cost during the final quarter of 1979.

Nye County

If water services are not available at the lot line at the time owner is ready to commence construction, owner shall pay the above betterment fee and Developer will (a) exchange buyer's lot for any available lot of similar use and value which has water service available or (b) Developer will provide temporary water service during construction for a period not to exceed one year or until final services are installed to the lot, whichever is sooner.

6. Individual sewer systems may be installed by the owner of lots within single family residential or mobile home use classification. A community water system will be provided by Central Nevada Utilities Company to serve all commercial lots in the subdivision. A betterment fee for central sewer system for the commercial lots within the subdivision shall be payable by owner to Central Nevada Utilities Company at the time owner commences construction of any unit upon such lots at the following rate: Commercial, \$2,700.00 per acre with a \$750.00 minimum for a portion thereof. There will be an additional sewer connection fee for commercial use lots which will vary by requirements. The above fees may be increased at the time of payment by the percentage of any increase of costs of construction prevailing in Southern Nevada over the costs during the final quarter of 1979.

If sewer services are not available at the lot line at the time the owner is ready to commence construction, owner shall pay the above betterment fee and Developer will (a) exchange buyer's lot for any available lot of similar use and value which has sewer service available or (b) Developer will provide temporary sewer service during construction for a period not to exceed one year or until final services are installed to the lot, whichever is sooner.

RESTRICTION B
USE CLASSIFICATION ESTABLISHED

Lots in the subdivision shall be classified by permitted uses. The permitted uses, parking requirements, and setbacks for each permitted use classification are as follows:

A. Residential

(1) Single Family Residential

(a) Lots in this classification shall be used only for single family homes, including accessory buildings.

(b) All single family dwellings (exclusive of carport, breezeway, garages, utility rooms, open patios and porches) shall contain a minimum area of 720 square feet of livable interior floor space.

(c) Buildings shall be setback a minimum of twenty-five (25) feet from the front and twenty (20) feet from rear lot lines, a minimum of five (5) feet from one side lot line and a minimum of ten (10) feet from the other side lot line, except that corner lots shall have a building setback of fifteen (15) feet from the street side lot line.

(d) Two (2) off-street parking spaces shall be provided for any residence constructed on a single family lot.

(e) Buildings shall be limited to two stories and twenty-five (25) feet in height.

(2) Mobile Home

(a) Lots of this classification shall be used only for single family dwellings and mobile homes.

(b) Setbacks shall be five (5) feet in front, three (3) feet on the sides, five (5) feet in the rear. Building heights shall not exceed twenty (20) feet.

(c) Provision shall be made on each lot for off-street parking of at least two (2) standard size automobiles.

(3) General Provisions

An accessory building is defined as a detached subordinate building, the use of which is customarily incidental to that of the main building and which is located on the same lot as the main building such as a private garage, private stable, and garden tool storage shed. No garage or accessory building shall be used as living quarters except for employees and bona fide guests, and such garage and accessory building shall not be used or occupied as living quarters prior to the erection of the dwelling. All garages must be built on the rear half of the lot or be attached to the dwelling.

B. COMMERCIAL

(1) Commercial Lots

(a) Permitted uses shall be: neighborhood retail business and services; commercial office buildings; medical, dental and professional buildings, offices and clinics; parking lots and structures; gasoline service stations; aviation service stations (including major automobile and aircraft repair garages); general retail businesses and services, hotels and motels and related appurtenant services and shops together with retail warehousing and distribution businesses.

(b) Complete land coverage is permitted and height limitation is unlimited.

(c) A minimum of one (1) off-street parking space shall be provided for each one hundred (100) square feet of building floor area.

(2) Recreational Vehicle Commercial Lot - Lot 60 Block 11 Calvada Meadows Unit 2

(a) Permitted use shall be limited to a recreational vehicle park together with associated commercial and recreational facilities customary to said use. Any use shall be subject to the prior approval of the Developer, its duly authorized agent or the Architectural Control Committee as specified in Paragraph 5 of the General Conditions above.

STATE OF NEVADA

SS

COUNTY OF CLARK

On February 5, 1980
personally appeared before me, a Notary
Public C. H. BOUCHARD

who acknowledged that he executed
the above instrument.

Sharon A. Brown
NOTARY PUBLIC



Notary Public - State of Nevada
CLARK COUNTY
Sharon A. Brown
My Commission Expires Aug. 15, 1981

THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION,
Trustee

By [Signature]
H.R. BILLINGS, Vice President and
Senior Trust Officer

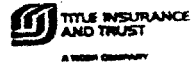
By [Signature]
C.J. FEATHERSTON, Trust Officer

LAWYERS TITLE OF LAS VEGAS, INC.,
a Nevada corporation, Trustee

By [Signature]
C.H. BOUCHARD, Vice President

Nye County

NO 1948 CA (9-74)
(Corporation)



STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On February 4, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared H. R. Billings, known to me to be the V.P. & Sr. Tr. Officer/President, and C. J. Featherston known to me to be Trust Officer Secretary of the corporation that executed the within Instrument, 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.

STAPLE HERE

WITNESS my hand and official seal.

Signature Marjorie A. Vargo
Marjorie A. Vargo



(This area for office notarial seal)