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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
R. J. B. DEVELOPMENT COMPANY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 8th day of October, 1981, by R. J. B. DEVELOPMENT COMPANY, a Nevada corporation, hereinafter referred to as "Declarant", which is the owner of the property described herein.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all that certain property situate in the County of Washoe, State of Nevada, and more particularly described on Exhibit A attached hereto; and

WHEREAS, on March 20, 1979, the Board of County Commissioners of Washoe County made a Resolution of Intent to rezone the subject property from A-1 (First Agricultural), to Land Use District R-1 (Single Family), R-2 (Limited Multiple), R-2A (Limited Multiple Townhouse), R-3 (Multiple), and C-1 (Limited Commercial) zones; and

WHEREAS, the Resolution of Intent was conditioned upon development in accordance with a Master Plan for development submitted to the County and approved by the Board of County Commissioners; and

WHEREAS, certain other conditions to the zoning were imposed upon the property, which conditions have been partially met and the remainder of which the County Commission has agreed to change provided that this Declaration of Covenants, Conditions and Restrictions is recorded; and

WHEREAS, it is the mutual wish and desire of Declarant and Washoe County that the property be developed in accordance with the Master Plan submitted to the Board of County Commissioners and to henceforth restrict, by way of these covenants, conditions and restrictions, the use of the property in accordance with

HOY & HILL, CHARTERED
ATTORNEYS AT LAW
RENO, ARIZONA, NEVADA

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the Master Plan.

NOW, THEREFORE, Declarant hereby declares that the property shall hereafter be subject to the following covenants, conditions and restrictions:

ARTICLE I

GENERAL PURPOSE OF RESTRICTIONS

The real property affected hereby is subject to the covenants, conditions and charges herein contained to insure the quality development of the property in a manner consistent with the Master Plan and to prevent development in the future at a density greater than provided in the Master Plan.

ARTICLE II

USE

The property shall be developed generally in accordance with the zoning imposed upon the property as shown on Exhibit B attached hereto provided, however, that the number of dwelling units to be constructed on the portions of the property as designated shall be as follows:

- (a) R-1: Total dwelling units shall not exceed 1,094 single family units.
- (b) R-2: Total living units shall not exceed 756.
- (c) R-2A: Total townhouse units shall not exceed 848.
- (d) R-3: Multiple units shall be specifically for elderly housing and shall not exceed 200 in number.
- (e) C-1: This property shall be developed only as a neighborhood commercial shopping center and shall include such commercial uses as are permitted under Article 28 of the Washoe County Land Use Ordinance No. 57, and shall not include any residential use.

ARTICLE III

DECLARATION OF COVENANTS

All of the covenants and restrictions set forth in this Declaration of Restrictions are imposed upon said property to the extent herein contained for the direct benefit of all of the property. Said covenants and restrictions shall run with the land and shall be binding upon Declarant and upon all persons claiming under Declarant, its successors or assigns, for a period of twenty-five (25) years from the date of these covenants, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument is signed by the then owners of the property and the governing body having jurisdiction over the property agreeing to change said covenants in whole or in part; provided, however, that these covenants may be amended, modified, abrogated or rescinded at any time by the recordation in the office of the County Recorder of Washoe County, Nevada, of a supplemental Declaration of Restrictions agreed to by Declarant, (or its successors and assigns), and Washoe County or the City of Reno, if the property becomes subject to the jurisdiction of the City of Reno. This Article shall not prohibit Declarant from imposing additional covenants, conditions and restrictions not inconsistent with these conditions without the consent of the governing body.

ARTICLE IV

VIOLATION AND ENFORCEMENT

1. The conditions, covenants or restrictions herein contained shall bind Declarant, its successors or assigns, and be enforceable by Declarant, the County of Washoe or the City of Reno in the event that the property is annexed to the City of Reno. In the event of such annexation to the City of Reno,

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then the County of Washoe shall have no further rights under this Declaration. It shall be lawful for Declarant or for the governing body having jurisdiction over the zoning to institute and prosecute any proceeding, at law or in equity, against Declarant or any person, firm or corporation violating or threatening to violate any of the conditions, covenants or restrictions herein contained.

The failure of Declarant, or of the City or County to enforce any of the restrictions or covenants herein contained shall in no way or event be deemed a waiver of the right to enforce such restrictions or covenants thereafter. Nothing herein contained shall be construed as preventing the application of any remedies given by law against a nuisance, public or private or otherwise, but the remedies herein contained shall be in addition to any other remedies given by law.

2. It is expressly declared to be the intention of the parties hereto that only Declarant and the governing body having jurisdiction over the zoning of the property shall have any rights to enforce the conditions, covenants and restrictions herein contained and that no person who may purchase any of the property described herein shall have any right whatsoever, under this Declaration, including without limitation, any rights of enforcement herein as a member of the general public on behalf of the governing body or as a property owner.

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 nowise affect the validity of any other portion of this Declaration of Restrictions, it being the intent of Declarant that the whole of said Declaration

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of Restrictions, with the exception of such invalidated portion or portions, shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed the date and year first above written.

DECLARANT:

R. J. B. DEVELOPMENT COMPANY,
A Nevada Corporation

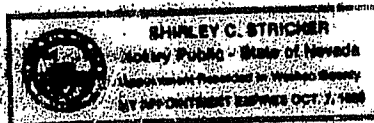
By *Robert J. Beaumont*
Robert J. Beaumont, President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 19th day of October, 1981, personally appeared before me, a Notary Public, ROBERT J. BEAUMONT, known to me to be the President of R. J. B. DEVELOPMENT COMPANY, the corporation that executed the within instrument, and acknowledged to me that he executed the same on behalf of said corporation.

Shirley C. Stricker
Notary Public

Approved as to form
Calvin R. X. Dunlap
Washoe County District Attorney



By _____
Russell S. Nash, Jr.
Deputy District Attorney

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LEGAL DESCRIPTION
PROPOSED NORTHGATE SUBDIVISION

1 A parcel of land located in Section 7, Township 19 North, Range
2 19 East, M.D.B. & M. and more particularly described as follows:
3
4 Commencing at the Southwest Corner of said Section 7, Township 19
5 North, Range 19 East;
6 thence North $00^{\circ} 34' 10''$ East, 2590.29 feet along the West Line of
7 said Section 7, to the Southwest Corner of Lot 96 of survey map
8 1069 as recorded in the office of the Washoe County Recorder as
9 Document Number 464354;
10 thence South $84^{\circ} 48' 53''$ East, a distance of 2623.16 feet along
11 the South Lines of Lots 96 and 97 of said survey map Number 1069;
12 thence North $00^{\circ} 34' 10''$ East, 2667.00 feet along the East Lines
13 of Lots 97 and 98 of said survey map Number 1069 to a point on the
14 North Section Line of said Section 7;
15 thence along said North Section Line South $88^{\circ} 23' 19''$ East a
16 distance of 1309.24 feet, to the Southwest Corner of Lot 135 of
17 said survey map Number 1069;
18 thence leaving said North Section Line South $00^{\circ} 23' 55''$ West,
19 50.01 feet to a point;
20 thence South $88^{\circ} 23' 19''$ East parallel to and fifty feet South
21 of the North Line of said Section 7, a distance of 1277.40 feet;
22 thence South $2^{\circ} 30' 09''$ West parallel to and 30.00 feet west of
23 the East Line of said Section 7, 567.25 feet;
24 thence, through a circular curve to the right whose tangent bears
25 the last named course having a radius of 30.00 feet, through a
26 Central Angle of $69^{\circ} 54' 04''$ a length of 36.60 feet;
27 thence South $2^{\circ} 30' 09''$ West 85.67 feet;
28 thence along a circular curve to the right whose tangent bears
29 North $70^{\circ} 38' 47''$ East, having a radius of 960.00 feet through
30 a Central Angle of $3^{\circ} 09' 43''$, a length of 52.98 feet, to a point
31 on the East Line of said Section 7;
32 thence South $02^{\circ} 30' 09''$ West along the East Section Line of said

EXHIBIT A

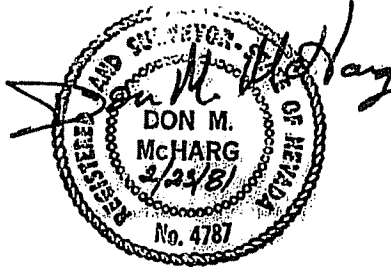
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1 Section 7, 1995.54 feet to the East $\frac{1}{2}$ Corner of said Section 7;
2 thence South $00^{\circ} 25' 01''$ West, 2631.85 feet to the Southeast Corner
3 of said Section 7;
4 thence North $85^{\circ} 38' 49''$ West, 5159.59 feet to the Point of Begin-
5 ning.

6 Said parcel contains an area of approximately 461.63 acres.
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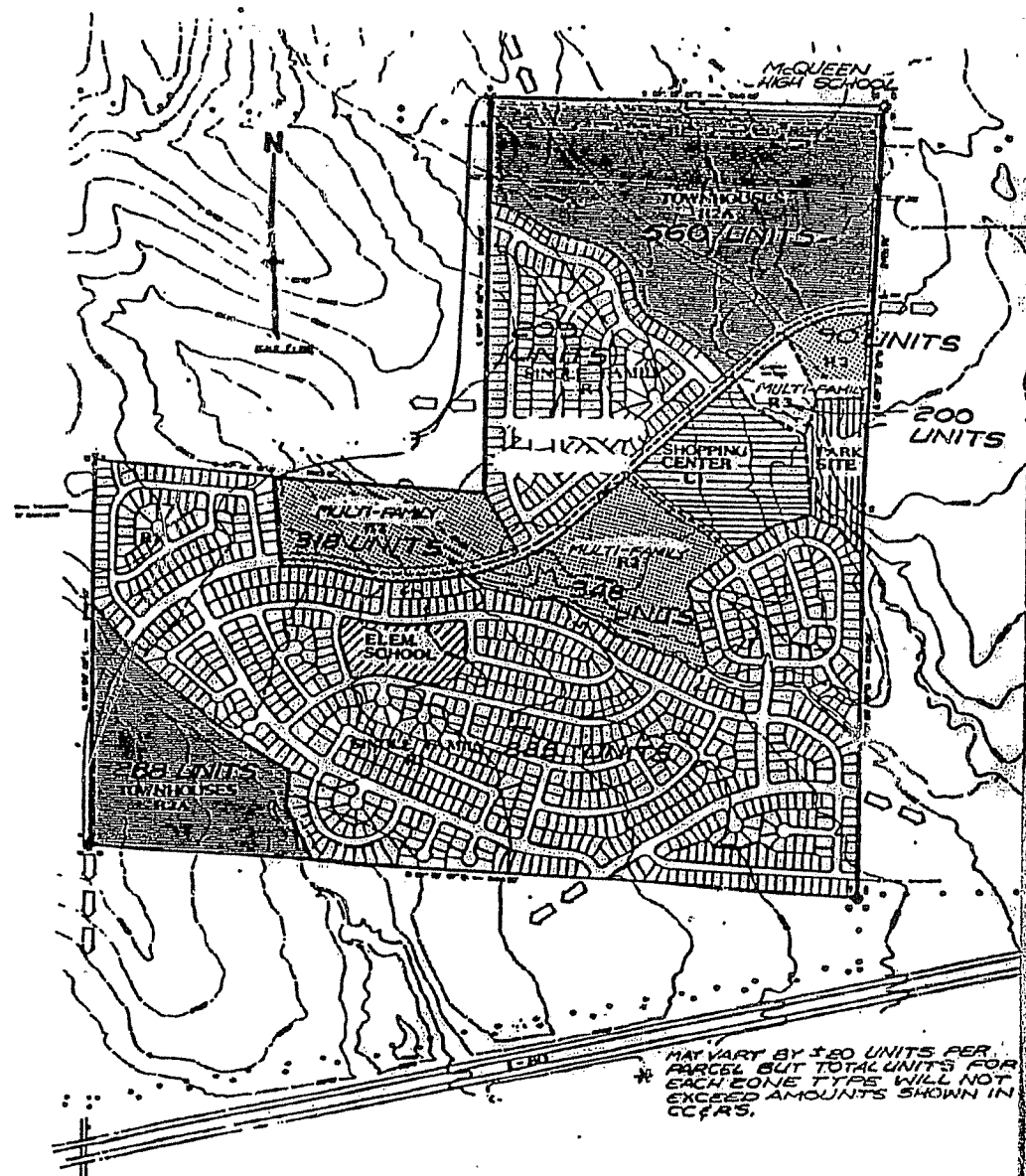


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* MAY VARY BY ± 80 UNITS PER PARCEL BUT TOTAL UNITS FOR EACH ZONE TYPE WILL NOT EXCEED AMOUNTS SHOWN IN CC&RS.

RJB
DEVELOPMENT
IN ARLINGTON
END, NEVADA
07501

LAND USE PLAN

NORTHGATE SUBDIVISION

Submit

EXHIBIT B

OFFICIAL RECORDS
CLERK CO., NEVADA
RECORD REQUESTED BY

RETURN TO:
RUSTY NASH
DA'S OFFICE

RUSTY NASH
81 NOV 25 A 8: 58

JOE MELCHER
COUNTY CLERK
FEE 110.00 DED. 08

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ADDITIONS TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR NORTHGATE SUBDIVISION NO. 2-A

Additions are made to the Declaration of Covenants, Conditions, and Restrictions for Northgate Subdivision No. 2-A made the 11th day of SEPTEMBER, 1984, by BAILEY & McGAH, A General Partnership, as "Declarant", and recorded in the Office of the County Recorder of Washoe County, State of Nevada, on the 17th day of SEPTEMBER, 1984, as Instrument No. 950317, hereinafter called "Declaration", as follows:

WHEREAS, Declarant is the owner of all the real property described in the Declaration, which is situated in the County of Washoe, State of Nevada, described as:

Lots 1 through 33, inclusive, in Block A, Lots 34 through 56, inclusive, in Block B and Lots 57 through 64 inclusive, in Block D, of NORTHGATE NO. 2A, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on April 16, 1984.

WHEREAS, Declarant desires to add certain restrictions to the Declaration;

NOW THEREFORE Declarant hereby adds to the Declaration Paragraphs 15, 16, and 17, as follows:

Parking Restriction

15. No trailer, boat, or recreational vehicle other than such vehicle used for daily transportation shall be parked for more than 72 hours in the area bordered by the front of the garage, the two side lot lines and the front property line of any lot.

White Exterior Trim

16. The exterior trim of the dwelling house on each lot shall be maintained with the trim painted white.

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Fence and Hedge Restriction

17. No fence, wall, hedge, or hedge-like shrub planting for any purpose shall be constructed or planted or permitted to grow on any portion of any lot within such subdivision to a height of over six (6) feet, nor shall any fence, wall, hedge, or hedge-like shrub planting for any purpose be constructed or planted or permitted to grow on any lot within such subdivision between the front building set-back line and the front property line or between the side street building set-back line and the side street property line, to a height of more than three and one-half (3½) feet.

The Declaration shall continue in full force and effect, with the foregoing additions thereto.

IN WITNESS WHEREOF, Declarant has executed these additions to the Declaration on the 7th day of November, 1984.

BAILEY & MCGAH, A Partnership

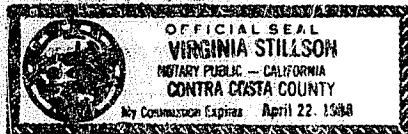
By: BAILEY, INC., A General Partner

By: Wesley Bailey
WESLEY BAILEY, President

STATE OF CALIFORNIA)
) ss
COUNTY OF CONTRA COSTA)

On this 7th day of November, 1984, before me, VIRGINIA STILLSON a Notary Public, personally appeared WESLEY BAILEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President of Bailey Inc., a corporation, and acknowledged to me that the corporation executed it on behalf of the partnership, BAILEY & MCGAH, and acknowledged to me that the partnership executed it.

SEAL:



Virginia Stillson
Notary Public

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OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD REQUESTED BY
STEWART TITLE

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COUNTY RECORDER
FEE 17.00 DEP 8.00

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Am

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
NORTHGATE SUBDIVISION NO. 2-A

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(hereinafter referred to as the "Declaration") is made this
day of September, 1984, by BAILEY & MCGAH, a General Partnership,
hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of all that certain property
situate in the County of Washoe, State of Nevada, described as

Lots 1 through 33, inclusive, in Block A, Lots 34
through 56, inclusive, in Block B and Lots 57 through
64 inclusive, in Block D, of NORTHGATE NO. 2A, according
to the map thereof, filed in the Office of the County
Recorder of Washoe County, State of Nevada, on April 16,
1984.

WHEREAS, Declarant intends to develop and sell the above described
real property, restricting it in accordance with a common plan designed
to preserve the value and residential qualities of the property, for
the benefit of its future owners; and

WHEREAS, the property is subject to a Declaration of Covenants,
Conditions, and Restrictions of R. J. B. Development Company, recorded
November 25, 1981, as Instrument No. 770135 in the Office of the County
Recorder of Washoe County, Nevada, which restricts the number of
dwelling units for the total property. This declaration is not incon-
sistent with said former Declaration of Covenants, Conditions and
Restrictions by R. J. B. Development Company and imposes additional
Covenants, Conditions, and Restrictions with respect to the property
described herein as specifically allowed under Article III of said
former Declarations of Covenants, Conditions and Restrictions of
R. J. B. Development Company.

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NOW THEREFORE, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property. Each lot in the recorded tract or subdivision map of said real property is hereinafter referred to as "lot."

Land Use and Building Type

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and an attached or detached private garage for not more than three cars for use by occupants of the single-family dwelling.

No Further Subdivisions; Lot Size

2. No lot shall be divided or subdivided except for adjustment of lot lines. However, a lot may be decreased in size so long as the parcel created be added to the adjacent property and does not create an additional lot.

Nuisances

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Temporary Structures

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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Signs

5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Animals and Fowl

6. No animals or fowl shall be raised, bred or kept in any dwelling or on any lot, except for dogs, cats or other household pets of the owner or his tenant of a reasonable number, and not for any commercial purposes, and subject to the condition that such animals or pets shall not create or constitute a nuisance to others. In no event shall any domestic pet be allowed to run free away from its owner's lot without a leash and under a person's control.

Garbage and Refuse Disposal; Maintenance of Lots

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No weeds, underbrush, or other unsightly growth shall be permitted to grow, or to remain upon any lot.

Noise or Offensive Activity

8. No dwelling or lot shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other lots or dwellings or which will annoy them by unreasonable noise or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur on any lot. No noxious or offensive activity shall be carried on in any dwelling or on any lot.

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Fires

9. No fires for the burning of trash or for any other purpose shall be allowed or permitted on any lot, except for the purpose of barbecues, in a barbecue receptacle, or in fireplaces constructed and maintained within a building.

Limitation of Restrictions on Declarant

10. Declarant is undertaking the work of constructing improvements to the real property and construction of dwelling houses on the lots. The completion of that work and the sale or other disposal of said residential lots is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, its successors, assigns, contractors and subcontractors from doing on said property or any lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent Declarant, its successors, assigns, contractors and subcontractors from erecting, constructing and maintaining on any part or parts of said property, such structures as may be reasonably necessary for the conduct of the business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

C. Prevent Declarant, its successors, assigns, contractors and subcontractors from conducting on any part of said property the business of completing said work and of establishing said property as a residential community and of disposing of said property in parcels or lots by sale, lease or otherwise; or

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D. Prevent Declarant from maintaining such sign or signs on any of the subject property as may be necessary for the sale, lease or disposition thereof.

Mortgage Protection Clause

11. No breach of the Covenants, Conditions, or Restrictions herein contained, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said Covenants, Conditions, and Restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale or otherwise.

Enforcement

12. Each owner of a lot, including Declarant, and any institutional successor or assign of the Declarant which acquires title by foreclosure of a first mortgage or first deed of trust encumbering all or any portion of the property subject to this Declaration or by a Deed in lieu thereof, shall have the right to enforce, by any proceeding at law or in equity, all Covenants and Restrictions imposed by the provisions of this Declaration, and shall be entitled to a reasonable attorney's fee from the defaulting party to be fixed by the Court in any such proceeding. Failure to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

13. Invalidation of any one of these Covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Term

14. This Declaration shall run with the property and each and

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every lot thereof and shall be binding upon Declarant and upon all persons claiming under Declarant, its successors, assigns, and upon each owner who acquires a lot on said property and his or her successors or assigns, for a period of twenty years from the effective date of this Declaration, after which time this Declaration shall be extended automatically for successive periods of ten years until and unless an instrument is signed by the owners of two-thirds of the lots of said property, and recorded in the Office of the County Recorder of Washoe County, Nevada, which either terminates or amends the provisions of this Declaration. If amended, this Declaration with such recorded Amendments shall continue in full force and effect as herein provided.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the 13th day of September, 1984.

BAILEY & MCGAH, A Partnership

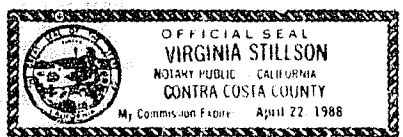
By: BAILEY, INC., A General Partner

By: Wesley Bailey
WESLEY BAILEY, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 13th day of September, 1984, personally appeared before me, Virginia Stillson, a Notary Public, WESLEY BAILEY, known to me to be the 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 the signature to said instrument was made by 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.

SEAL:



Notary Public

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OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD REQUESTED BY
STEWART TITLE

4:12 PM

SEP 17 1984

COUNTY RECORDER
FEE 11.00 DEP. 8113