

COVANANTS, CONDITIONS, AND RESTRICTIONS
CANYON ESTATES SUBDIVISION PHASE FIVE
DAYTON, NEVADA

WHEREAS, STANTON PARK DEVELOPMENT, INC. is the owner of certain real property known as "Canyon Estates" consisting of two hundred twenty five (225) lots zoned for single family dwellings in a portion of Section 29, T. 17 N., R. 22 E., M.D.B. & M.; and

WHEREAS, it is the desire and intention of STANTON PARK DEVELOPMENT, INC. to sell the property described above and to impose on it mutual beneficial restrictions under a general plan or design or improvements for the benefit of all the lands in the tract, and for the future owners of those lands;

NOW, THEREFORE, STANTON PARK DEVELOPMENT, INC. declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, easements, and covenants, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof, all of the limitations, restrictions, easements, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the described land, or any part thereof.

PHASE FIVE LEGAL DESCRIPTION

PHASE FIVE consisting of twenty eight lots zoned for single-family dwellings. All that property situated in the City of Dayton, County of Lyon County, State of Nevada, described as follows: Lots 126 through 141 (inclusive), and Lots 159 through 170 (inclusive), as shown on the Final Map of CANYON ESTATES SUBDIVISION PHASE 5, recorded in the Official Records of Lyon County, Nevada on June 20, 2002, as Document No. 278559 and as amended by Certificate of Amendment recorded July 17, 2002 as document 279802.

Assessor parcel numbers are 19-858-05 through 19-858-08 (inclusive), 19-857-14 through 19-857-25 (inclusive), and 19-850-17 through 19-850-28 (inclusive),

ARTICLE I

USE

Parcels in this subdivision may be used for one (1) single-family residence with attached or detached garage, and for no other purpose without the consent of the ARCHITECTURAL CONTROL COMMITTEE. No commercial activity of any kind may be carried on, nor shall anything be done which can be, or become an annoyance or nuisance to the neighborhood. Notwithstanding the foregoing, declaring may use a reasonable number of residences constructed in CANYON VIEW ESTATES SUBDIVISION as a sales office and model until such time as all lots and residences have been sold.

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ARTICLE II

BUILDING RESTRICTIONS

All sites have been designed and engineered so as to prevent destructive grading, as well as to develop and protect the view and natural beauty for the purchaser as well as each adjoining property owner. All structures must be built at the natural-site level or grade, except where a necessary cut is required to establish a reasonably level building site. No built-up fill pads shall be used other than the above.

Prime living area of the structure, exclusive of basements, garages, porches, patios, breezeways, covered wall, etc., may not be less than one thousand (1000) square feet. All roofing shall be cedar shake shingles, tile, asphalt or other material acceptable to the ARCHITECTURAL CONTROL COMMITTEE.

ARTICLE III

ARCHITECTURAL CONTROL

There is hereby established an ARCHITECTURAL CONTROL COMMITTEE for said subdivision, which shall consist of two (2) or more members to be appointed by STANTON PARK DEVELOPMENT, INC., and to serve at the pleasure of said corporation. STANTON PARK DEVELOPMENT, INC. hereby appoints Eddy P. Furgerson, 2989-B Highway 50 East, Carson City, NV, 89701, and Dwight C. Millard, 2989 Highway 50 East, Carson City, NV, 89701, as members of the ARCHITECTURAL CONTROL COMMITTEE until further notice.

In the event it is proposed to construct any building or outbuilding upon any lot within said subdivision with an exterior finish of materials other than natural wood, natural or artificial stone, brick or slump stone, approval of the ARCHITECTURAL CONTROL COMMITTEE must be obtained in writing prior to the application for a building permit for such residences or structures. One set of prints or drawings showing the proposed elevation and specifications for exterior finish materials shall be delivered to STANTON PARK DEVELOPMENT, INC., 2989 Highway 50 East, Carson City, NV, 89701, or such other office that it may maintain. Said ARCHITECTURAL CONTROL COMMITTEE shall make written approval or disapproval within ten (10) days following the submission of said plans and request.

ARTICLE IV

LIENS PROTECTED

A breach of any of the foregoing covenants, conditions and restrictions, or the re-entry by reason of said breach, 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 premises, or any part thereof; but such conditions, restrictions and covenants shall be binding upon the owner whose title thereto is acquired under foreclosure, trustees sales or otherwise.

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**ARTICLE V
SPECIAL RESTRICTIONS**

No lot or parcel as shown on the map of CANYON VIEW ESTATES SUBDIVISION shall be further divided.

No signs or other advertising other than the owner's name shall be displayed on the property, excepting signs informing of the sales, rent or lease of any residence, or signs used by the builder during construction, and sales period, provided that no signs shall be excessive in size or form, so as to constitute a visual nuisance.

Nothing, which constitutes a barrier to safe driving visibility, particularly on street intersections, may be erected or allowed to grown.

No firearms may be discharged in the area.

All structures with fireplaces must be equipped with spark arresters or other similar devices approved by the Dayton Fire Department.

No burning will be permitted at any time.

No "temporary living" facilities, such as mobile home trailers, campers, etc. may be used as such.

No towers or radio/television antennae shall be permitted.

No fences may exceed six (6) feet. All front and side yards shall be landscaped within one (1) year of purchase. If no fence is installed, all rear yards shall require vegetation within one (1) year of purchase.

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

**ARTICLE VI
VECHILE REPAIR**

No personal automobile, recreational vehicle or equipment, commercial vehicle or equipment, or any other motorized vehicles may be dismantled, rebuilt, repaired, serviced, or repainted unless: 1) such activity is performed within a completely enclosed garage or structure, or 2) such activity is screened from the sight and sound from streets and neighboring residences. No personal automobile, recreational vehicle or equipment, commercial vehicle or equipment, or any other motorized vehicles shall be permitted to remain upon any lot, including streets or driveways, either stored, unattended, upon blocks, or un-repaired unless within a completely enclosed garage or structure. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incidental to washing and polishing of vehicles.

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**ARTICLE VII
PETS AND LIVESTOCK**

The keeping of livestock and poultry within the subdivision is prohibited. Dogs, cats, birds and other house pets are permitted only if they are restricted to the lot of the owner, except when they are within the effective control of a person by leash or otherwise.

**ARTICLE VIII
UTILITIES**

OWNER shall be responsible for any deposits and fees imposed by any utility company, including, but not limited to, any electricity by Sierra Pacific Power Company, gas by Southwest Gas Company, telephone service by Nevada Bell, water and sewer by Lyon County Utility Company, television service by AT&T, and trash and garbage pick-up by Capital Sanitation.

**ARTICLE IX
STORM WATER RETENTION POND**

A retention pond for the collection of storm water shall be located approximately 2100 feet East of the Easterly boundary of PHASE 5.

**ARTICLE X
EASEMENTS**

STANTON PARK DEVELOPMENT, INC., in addition to the standard utility easements, has designated drainage easements along various rear and side lot lines of certain lots as part of the tract drainage plan and to facilitate lot and block drainage. No fences shall be built that will restrict the flow onto or off the lot in accordance with the drainage plan. No structures, sheds, or other landscape facilities shall be allowed in such easements or lots as to restrict said drainage flow. Owner shall be responsible for the maintenance of swales, drainage easements, of public easements as shown within the subdivision.

**ARTICLE XI
OVERHEAD ELECTRICAL HIGH VOLTAGE TRANSMISSION LINE**

A 120,000 KV electrical transmission line is located in close proximity of the North boundary line of Phase 5.

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**ARTICLE XII
CONSTRUCTION ACTIVITIES**

Declarant shall not construct this declaration so as to unreasonably interfere with, or prevent normal construction activities during the construction of improvements upon property within the subdivision. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, in compliance with applicable federal, state, and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practice in the area.

**ARTICLE XIII
EXEMPTION OF DECLARANT**

Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subjected to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, to maintain model homes and construction and sales office and similar facilities, and to post signs incidental to construction, sales and leasing, anywhere in the Subdivision.

**ARTICLE XIV
TRACES OF MERCURY DISCLOURE**

It has been determined that a trace of Mercury, below the acceptable danger limits, as determined by the Environmental Protection Agency (E.P.A.) has been evidenced in Lyon County. If this information is not fully understood or to obtain more current information, contact E.P.A.PROJECT MANAGER, Phone Number 1-415-744-2256.

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**ARTICLE XV
GENERAL PROVISIONS**

These covenants and restrictions shall be enforceable by STANTON PARK DEVELOPMENT, INC. by any proceeding at law or in Equity, and any failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to enforce the same thereafter.

STANTON PARK DEVELOPMENT, INC. reserves the right to amend this Declaration of Restrictions until such time as seventy-five percent (75%) of the lots are sold.

Invalidation of any one or more of these covenants or restrictions, by any means, shall in no way affect the enforceability of any other.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a period of ten years unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS THEREOF, said STANTON PARK DEVELOPMENT, INC. has executed this Declaration this 8th day of September, 2002.

STANTON PARK DEVELOPMENT, INC.

By Dwight C. Millard
Dwight C. Millard, Secretary/Treasurer

STATE OF NEVADA)
CARSON CITY COUNTY)ss.

On October 8th 2002 personally appeared before me
A Notary Public, Dwight C. Millard who acknowledged that he executed the above
instrument.



Deanna S. Borges

OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY

02 OCT 10 AM 11:07

MARY C. MILLIGAN
COUNTY RECORDER

FEE _____ REC. _____

283981

Not Compared with
Original
Lyon County Recorder