

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE

ALPINE VIEW ESTATES No. 3
located in Douglas County, Nevada

THE UNDERSIGNED, owners of that certain real property situated in the State of Nevada, County of Douglas, described as follows: Alpine View Estates No. 3, on the west side of Jacks Valley Road, commonly known as a portion of the Ted A. Wentworth ranch and known as Alpine View Estates No. 3, hereby covenants, agrees and declares that all said lots and property are and will be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which are hereby declared to be for the benefit of the whole subdivision and all of the property described therein, and the owner thereof, their successors and assigns. Said restrictions establish and impose a general plan for the improvement and development of said subdivision and all the property described therein and the adoption and establishment of covenants and restrictions upon said land and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof. Every conveyance of any of said lot or lots or property or portion thereof in said subdivision of land shall be and is subject to the said covenants, conditions and restrictions as follows:

Declarant has appointed two persons to act and be known as the "Architectural Control Committee", hereinafter called the "Committee". These two shall appoint a third party as an alternate. The principal function of the Committee is to administer these restrictions. The first two Committee members shall be Robert H. Norris and Francis D. Gurney.

1. Parcels in the subdivision may be used for single family residence, with attached or detached garage. With exception lots 68 and 85 which may have two single family residences if approved by Douglas County Building Department. Animal shelters will be allowed upon approval of the committee. No commercial activity of any kind may be carried on, nor shall anything be done which can be or become an annoyance or a nuisance to the neighborhood. All buildings or structures erected upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises.
2. No structures of temporary character, such as travel trailers, campers, tents, basements, shacks, garages, barns or other outbuildings shall be used on any lot at any time as residence, either temporarily or permanently.
3. The minimum floor space requirements shall be 1500 square feet of prime living area for any residential dwelling, exclusive of any thereof used for a garage, a basement, decks and patios.
4. Materials used as siding, window sash or roofing must be of non-reflective materials so that no glare shall be reflected upon adjoining properties.
5. No building or structure shall be erected or permitted on any lots nearer than 40 feet from any street, or 40 feet from the rear property line, or 20 feet from the sidelines of any lot, provided, however, where two or more lots are declared and used as a single building site, these sidelines shall refer only to the lines bordering on the adjoining property owner. Access on County highway (Jacks Valley Road) will not be permitted for lot numbers 59, 60, 61, 80, and 81. Access on County highway (Jacks Valley road) will be limited to 15 feet each for lot numbers 50 and 57 as shown on map.
6. Property abutting equestrian and deer easements shall not be fenced past easement lines.
7. No outside storage of any kind shall be permitted, except that all clotheslines, boats, trailers, campers, garbage cans, woodpiles or propane tanks, shall be kept screened by adequate planting, or fencing, so as to conceal them from view of neighboring parcels and streets. No transmitters or antennas or ham operations will be permitted.

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Restrictions indicating a preference limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

8. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon, including old unused automobiles and equipment.
9. No lot or parcel as shown on the map of Alpine View Estates may be further divided.
10. No goats, pigs or similar animals shall be raised, kept, bred or maintained on any parcel. Any animals or pets shall be so controlled and restrained as not to run at large or become a nuisance or annoyance to the neighborhood.
11. No signs or any other advertising media of any sort will be permitted on any parcel or right of way, except with written revokable permit from the committee.
12. No discharging of firearms will be permitted.
13. No walls, fences or other sight barriers shall be erected or allowed to grow higher than 6 feet. Exceptions may be permitted to this immediately adjoining buildings, as around patios or swimming pools. Nothing which constitutes a barrier to safe driving sight distances, particularly at street intersections may be erected or allowed to grow.
14. Before any construction activity begins, the following shall be submitted to the committee: 2 complete construction plans, 2 sets of prints or drawings showing external color scheme, 2 copies of plot plans showing proposed building location with respect to the parcel boundaries. Preliminary plans may be submitted for preliminary approval of the committee, prior to complete drawings. On approval of final plans, one set of these exhibits shall be certified as "approved" and returned to the owner or his agent, the second set shall be filed.
15. No building will be approved other than single story, except on hillside locations "split level" or two stories will be given special consideration by the committee. Any subsequent alterations or additions affecting external appearance must also be subject to committee approval.
16. Any swimming pool constructed shall have a minimum 2 1/2" pipe leading from the bottom of the pool to a place readily and easily accessible to fire equipment. Pipe will be terminated with a 2 1/2" National Standard male fitting and cap.

These covenants and restrictions shall run with, and be binding upon the land, and shall insure to the benefit of declarant, their successors, assigns, or heirs, for a period of 25 years from date of recording. Thereafter the said covenants and restrictions shall be extended for ten year periods and may be altered or modified only by written approval of not less than 75% of the property owners. These covenants and restrictions shall be enforceable by Declarant, or any property owner of record in Alpine View Estates by proceedings at law or in equity. Any failure to enforce any covenant or restriction, shall in no event be deemed a waiver of the right to enforce the same thereafter. Invalidation of any one or more of these covenants or restrictions, by any means, shall in no way affect the force of any other. Dated this 16th day of April 1973

Robert H. Morris
Robert H. Morris Declarant

Francis D. Gurney
Francis D. Gurney Declarant

STATE OF NEVADA, Carson City
On this 16th day of April 1973, personally appeared before me, a Notary Public, ROBERT H. MORRIS and FRANCIS D. GURNEY, who acknowledged to me that they executed the above instrument.

William D. Gurney
Notary Public

Recorded at Request of Francis D. Gurney
On APR 16 1973 At 10:35 Min. Past 9 A.M.
Official Records of Douglas County, Nevada. Fee 4.00

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Witnessed by Stanley B. Boushler

BY Francis D. Gurney
Notary Public

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