

125929

FILED FOR RECORD
AT THE REQUEST OF

James S. Torson

2016 FEB 10 PM 2 28

LINCOLN COUNTY CLERK
FEE \$8.00
LESLIE BOUCHER

AGREEMENT CREATING RESTRICTIVE COVENANTS

WE, the undersigned owners of real property located in the County of Lincoln, State of Nevada, more particularly described as follows, to-wit: See Exhibit "A" attached hereto and made a part hereof, for the purpose of maintaining fair and adequate property values and continuing the parcel(s) of real property as a desirable residential part of Lincoln County, State of Nevada, in consideration of mutual interests as owners of said real property, covenant and agree with one another that none of us, our heirs, executors, administrators, assigns, or successors will ever violate the following restrictive covenants, and hereby agree to be bound by said covenants as follows:

Grantees, their heirs, legal representatives, assigns, or successors, or any of them, shall be allowed to live on the property in a manufactured home, mobile home, travel trailer, or camper for a period of eighteen (18) months, only if construction of a residence is initiated and completed during said eighteen (18) months; or, prior to the commencement of residential construction, the Grantees, assigns, or successors may use a camper, travel trailer or other type of recreational vehicle to vacation on the property, for periods not to exceed a total of sixty (60) days per year.

That any home construction on each lot of the above-described real property shall have a minimum square footage of the living, residential premises of 1200 square feet

and not more than two (2) stories in height. Grantees shall be allowed to place on each lot of the real property a maximum of one (1) of the following type of residential buildings: a modular home, a manufactured home (must be at least a "double wide"), or a "stick-built" home, provided the same must be placed on a permanent foundation. Grantees shall provide enough parking on each lot to provide parking for vehicles owned by persons permanently residing on each lot of the property.

Grantees, their heirs, legal representatives, assigns, successors, or any of them, shall not, at any time during their ownership of the above-described real property or any portion thereof, divide said real property in any manner whatsoever.

Grantees, their heirs, legal representatives, or assigns, or any of them, shall not, at any time during their ownership of the above-described real property, or any portion thereof, use the same for any commercial purpose and may only be used for a residential or personal agricultural purpose. Any personal agricultural use shall be restricted to two (2) horses per one acre parcel, one (1) cow per acre, and two (2) sheep for each five (5) acre parcel, two (2) pigs for each five (5) acre parcel, up to a maximum of eight (8) fowl per acre, and up to a maximum of six (6) pets per acre such as cats, dogs, etc.

Grantees, their heirs, legal representatives, or assigns, or any of them, shall not at any time during their ownership of the above-described real property, or any portion thereof, place any unsightly matter or offensive items of any kind (as determined by a petition duly executed and acknowledged by the owners of not less than 50% of the lots set forth in Exhibit A) including, but not limited to garbage, used car or truck parts, or auto bodies on said real property, except, if Grantee is working on a truck or auto, or is using the same for parts, said vehicle shall be allowed to remain on the property for a period of not more than ninety (90) days, unless properly housed in a garage.

The Grantors, or their successors, or assigns, may institute any legal or equitable remedies to enforce the covenants herein.

Any deed, lease, conveyance, or contract made in violation of this Agreement shall be void and may be set aside on petition of one or more of the parties to this Agreement, and all successors in interest, heirs, executors, administrators or assigns,

shall be deemed parties to this Agreement to the same effect as the original signers; and when any such conveyance or other instrument is set aside by decree of a Court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the Court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the Court may order.

This Agreement constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce its provisions as the original signors of this Agreement.

This Agreement shall take effect and be in full force when executed by the owners of the above-described residential property and then may be placed on record. It shall continue in perpetuity, provided however, that such conditions, restrictions and covenants, or any of them, may be changed, supplemented or abolished in any or all particulars by the recordation in the office of the County Recorder of Lincoln County, Nevada, of a revocation of, amendment to, or supplemental declaration of restrictions for the above-described real property, or any portion thereof, duly executed and acknowledged by the owners of not less than 75% of the lots set forth in Exhibit A.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

DATED this 10th day of FEBRUARY, ~~2005~~ 2006
TORESON INDUSTRIES, INC
James S. Torsen, President
Owner JAMES S. TORESON

Owner

STATE OF NEVADA,)

: ss.

County of Lincoln.)

On this 11 day of February, ~~2005~~ ²⁰⁰⁶

personally appeared before me, a Notary Public, in and for the County and State above,

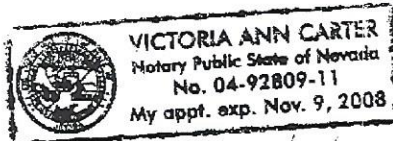
James S. Tureson and, _____

who executed the foregoing instrument; who acknowledged to me that they executed the same

freely and voluntarily and for the uses and purposes therein mentioned.

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

and year last above written.



Victoria Ann Carter

NOTARY PUBLIC

EXHIBIT A

RESIDENTIAL LOTS

The following land situated in the Town of Rachel, County of Lincoln, State of Nevada and described as follows:

Lots 7, 9, 10, and 12 through 16, Block I; Lots 1 through 16, Block II; Lots 1 through 4, 6 through 12 and 14 through 16, Block III; Lots 1 through 6 and 8 through 16, Block IV; Lots 1 through 16, Block V; Lots 2 through 5, 7, 8, 10 through 14 and 16, Block VI; Lots 1 through 4, 6, 8, 9, 11, 12, 14 and 16, Block VII; Lots 1, 3 through 5, 8, 13 and 16, Block VIII; all within Lincoln Estates a Subdivision recorded June 5, 1970 in Plat Book A, page 79 as file 49097, Lincoln County, Nevada.

and:

Lots 1 through 16, Block I; Lots 1 through 14 and 16 through 31 Block II; Lots 1 through 16, Block III; Lots 1 through 32, Block IV; Lots 1 through 3 and 5 through 16, Block V; Lots 1 through 16 and 18 through 32, Block VI; Lots 1 through 8 and 10 through 16, Block VII; Lots 1 through 4, 6 through 11, 13 through 23, 26 through 32, Block VIII; all within Lincoln Estates Unit No 2 a Subdivision recorded April 5, 1972 in Plat Book A, page 98 as file 51423, Lincoln County, Nevada.

and:

Lots 1 through 32, Block 1; Lots 1 through 32, Block 2; Lots 1 through 32, Block 3; Lots 1 through 32, Block 4; Lots 1 through 16, Block 5; Lots 1 through 16, Block 6; Lots 1 through 16, Block 7; Lots 1 through 16, Block 8; Lots 1 through 32, Block 9; Lots 1 through 32, Block 10; Lots 1 through 32, Block 11; Lots 1 through 32, Block 12; all within Lincoln Estates Unit No. 3 a Subdivision recorded November 6, 1974 in Plat Book A, page 107 as file 55271, Lincoln County, Nevada.

and;

Lots 1 through 36, Block 1; Lots 1 through 36, Block 2; Lots 1 through 36, Block 3; Lots 1 through 36, Block 4; Lots 1 through 36, Block 5; Lots 1 through 36, Block 6; Lots 1 through 36, Block 7; Lots 1 through 36, Block 8; Lots 1 through 8, Block 9; Lots 1 through 28, Block 11; Lots 1 through 28, Block 12; Lots 1 through 28, Block 13; Lots 1 through 28, Block 14; Lots 1 through 28, Block 15; Lots 1 through 28, Block 16; all within Lincoln Estates Unit No. 4 a Subdivision recorded November 6, 1974 in Plat Book A, page 108 as file 55272, Lincoln County, Nevada.