**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**CARRIAGE SQUARE**

**CARSON CITY, NEVADA**

KNOW ALL MEN BY THESE PRESENTS:

 That the undersigned, Edmondson Homes, Inc., a Nevada Corporation, as owner of all the lots contained in, and shown upon the map of Lots1 through 101, inclusive of Carriage Square, filed in the office of the County Recorder of Carson City, Nevada, on October 12, 1978, as File No. 82917, does hereby declare that all such real property shown on the map of Carriage Square, shall henceforth be subject to the following covenants,

ARTICLE I

GENERAL PURPOSE OF RESTRICTIONS:

 The real property affected herby is subject to the covenants, conditions and restrictions herein contained to provide a settlement, community or neighborhood of persons who have pride in their community, and to provide a premium type and quality of improvements on said real property which is to be used for residential purposes only, and for the preservation of value and for the benefit of each and every part of said real property, and owners thereof.

ARTICLE II

USE:

 1. None of such lots shall be used except for private residential purposes, nor shall any structure be erected or maintained upon any such lots, other than one detached single family dwelling not exceeding two (2) stories in height, together with a private garage which may be made part of the dwelling house, which garage shall be used only in connection with such residential dwelling.

 2. No hospital, sanitarium, rest home, hotel, public boarding or lodging house, store, butcher shop, grocery or other business or commercial enterprises shall be maintained, carried on or conducted upon such real property, or any portion thereof; no noise or offensive activity shall be carried on, on such real property, or any portion thereof, nor shall anything be done which shall be or become an annoyance or nuisance to the neighborhood.

 3. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any such lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Not more than three dogs or cats or any combination thereof may be kept at any one time, and then only if they are not permitted to interfere with the comfort or safety of the neighborhood.

 4. No previously constructed dwelling, house, or other structure of any nature shall be moved from any other location onto any lot or portion of such Subdivision.

 5. No trailer or portion of any uncompleted building, nor any tent, garage or out-building erected or maintained on any such lot within such Subdivision shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted within such Subdivision.

 6. No dwelling shall be placed on any such lot that shall contain less than one thousand six hundred (1,600) square feet.

 7. No fence, wall, hedge or hedge-like shrub planting for any purpose shall be constructed or planted or permitted to grow on any boundary 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 street on the side property line, to a height of more than three and one-half (3 ½) feet. Any fence constructed shall be in accordance with the drawing attached hereto and made a part hereof.

 8. The front building set-back line within such Subdivision shall be located as approved by the committee provided for in Paragraph 10 and the side building set-back line shall be twelve (12) feet from interior lot line and thirty (30) feet from the rear property lines, and no building shall be located nearer to any line than the set-back line herein specified.

 9. No dwelling house shall be constructed or maintained upon any portion of the above-described real property which shall have a ground floor area, exclusive of garage, patios, terraces and porches of less than one thousand six hundred (1,600) square feet.

 10. No building shall be erected, placed or altered on any lot within such Subdivision, nor shall any fence be constructed on any such lot until the building plans, specifications, plot plan showing the location of such building or fence have been approved in writing as to conformity and harmony of exterior design with existing structures in such Subdivision and as to the location of the building with respect to topography and finished ground elevation by a committee appointed by Declarant. Said committee may be composed of one (1) person. After eighty per cent (80%) of the lots subject to this declaration have been built upon and sold, Declarant, or its successor or assign, shall appoint a committee composed of three (3) homeowners which shall thereafter constitute the committee. In the event of the death or resignation of any member of said committee, the remaining member or members of said committee shall have full authority to approve and disapprove such design and location or to designate a representative with like authority and shall have full authority to designate a successor for any member of said committee who shall have died or resigned. In the event that such committee or its designated representative, fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it or in any event if not suit to enjoin the erection of such building or the making of such improvements has been commenced prior to the completion thereof, approval will not be required, and said covenants shall be deemed to have been fully complied with. At any time, the then record owners of a majority of the lots within such Subdivision shall have the power by an instrument in writing duly recorded in the office of the County recorder of Carson City, Nevada, to change the membership of the committee, or to withdraw from the committee, or to restore to it, any of its powers and duties. The architectural committee shall have the authority to permit minor variations from the strict requirements of these covenants with respect to the location and construction of buildings and other structures if in the opinion of the committee such variations will not detract or adversely affect the general purposes for which these restrictions are made.

 11. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

 12. No trucks, trailers, boats, or unlicensed motor vehicles of any kind shall be kept, parked in or upon any portion of such Subdivision between the street and the front set-back lines except in a completely covered carport or garage.

 13. No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than one (1) square foot, one sign of more than five (5) 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.

 14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

 15. Easements for installation and maintenance of utilities and for drainage purposes are reserved over all the lots in accordance with the approved Subdivision map.

ARTICLE III

DECLARATIONS AND COVENANTS

 1. All the covenants and restrictions set forth in the Declaration of Restrictions are imposed upon said property to the extent herein outlined for the direct benefit thereof as a part of the general plan of development and improvement thereof hereby adopted by the Declarant. Said covenants and restrictions shall run with the land and shall be binding upon its successors or assigns for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, that these covenants may be amended, modified, abrogated or rescinded by recordation in the office of the County Recorder of Carson City County, Nevada of a supplemental declaration duly executed and acknowledged by the owners of not less than seventy-five percent (75%) of the above described lots.

 2. This declaration of restrictions shall be binding upon and inure to the benefit of the Declarant, its successors and assigns.

ARTICLE IV

VIOLATIONS AND ENFORCEMENT

 1. The conditions, restrictions or covenants herein contained shall bind and inure to the benefit of and be enforceable by Declarant, its successors or assigns, or by the owner or owners of any of the above described lots, and it shall be lawful, not only for Declarant or its successors or assigns, but also for the owner or owners of any of said lots, to institute and prosecute and proceed at law or in equity against Declarant or any person, firm or corporation violating or threatening to violate any of the conditions, restrictions or covenants herein contained, and such action may be maintained for the purpose of preventing the violation or to recover damages for a violation or for both of such purposes. The failure of Declarant or its successors or assigns, or any owner, if any of said lots, to enforce any of the conditions, restrictions, covenants herein contained shall in no way or event, be deemed a waiver of the right to enforce such conditions, restrictions or covenants hereinafter. 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. 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 no wise affect the validity of any other portion or portions of this Declaration of Restrictions, it being the intent of Declarant that the whole of said Declaration of Restrictions, with the exception of such invalidation of portion or portions, shall remain in full force and effect.

 IN WITNESS WHEREOF, the said Declarant has caused its corporate name to be hereunto subscribed by its duly authorized officers, the day and year first above written.

 EDMONDSON HOMES, INC.

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lee Edmondson

(Notary statement and signature on June 18, 1979.)

LOFTIN INVESTMENTS CORPORATION

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Woodrow Loftin

(Notary statement and signature on July 18, 1979.)

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CARRIAGE SQUARE

CARSON CITY, NEVADA

KNOW ALL MEN BY THESE PRESENTS:

 That the undersigned, being the owners of all the lots contained in and shown upon the map of lots 1 through 101 inclusive of CARRIAGE SQUARE, filed in the office of the County recorder of Carson City, Nevada on October 12, 1978 as File No. 82917 and having heretofore filed a Declaration of Covenants, Conditions and Restrictions, which said Delaration was re-recorded on July 19, 1979 in the office of the Carson City Recorder as Document No. 89443, in Book 258 beginning at Page 008, and the majority of the lot owners having the right to amend or supplement said Covenants, Conditions and Restrictions.

 NOW, THEREFORE, the said Declaration is hereby supplemented by adding Paragraph 16 to Article II as follows:

 No remodeling of the exterior of any unit nor any exterior painting of any unit may be performed by any owner without approval of the Architectural Committee provided for in Paragraph 10 above. The approval or disapproval of that committee shall be based upon conformance of any such proposed remodeling or painting being in harmony and general conformance with existing architectural styling and colors.

 Paragraph 7 of Article II is amended to read as follows:

 7. No fence, wall hedge or hedge-like shrub planting for any purpose shall be constructed or planted or permitted to grow on any boundary 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 street on the side property line to a height of more than three and one-half (3 ½ ) feet. Any fence constructed shall be in accordance with the drawing attached hereto and made a part hereof. Whenever any fence is constructed, it shall be constructed upon the lot line with the exception of side yard returns. Adjacent owners shall participate in the cost of such fence equally. Whenever any owner has paid to fence any side or back lot line, the adjacent owner shall, within six (6) months of the notice and demand, pay one-half (1/2) the cost of the fence on the common property line. In the event any owner fails to do so, then the owner who has paid for such fence shall be entitled to bring an action therefore and the defaulting owner shall be assessed court costs, attorney’s fees and interest at the legal rate from the date of demand until paid. This provision shall not apply to developer and the time for payment shall commence to run against any subsequent owner from the date of the close of escrow.

(Notary statement and signature on July 25, 1979, August 22, 1979, and November 13, 1980.)