

Bk 9
Pg 91
Doc# 262917 LSA

RECEIVED +
ACKNOWLEDGED

CONNOLLY SUBDIVISION NO. 2

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made this 23rd day of July, 1956, by PAUL C. WILLIAMS and CHARLOTTE WILLIAMS, husband and wife, of Reno, Nevada, hereinafter sometimes referred to as "Declarants",

W I T N E S S E T H:

WHEREAS, the said Declarants are the owners of all of the lots or parcels of real property situate in the County of Washoe, State of Nevada, described as follows:

All of the real property embraced within the exterior boundaries of Connolly Subdivision No. 2, Washoe County, Nev., according to the official plat thereof filed in the office of the County Recorder of Washoe County, Nevada, on May 17, 1965,

and;

WHEREAS, Declarants are about to sell all or a portion of the said lots and desire to subject all of the said lots to the respective conditions, restrictions and covenants hereinafter set forth for the benefit of each and every lot hereinafter described, and for the benefit of the present and subsequent owners of each of said lots.

NOW, THEREFORE, said Declarants hereby declare that each and every lot above described shall be conveyed subject to the conditions, restrictions and covenants hereinafter set forth, to wit:

ARTICLE I

GENERAL PURPOSE OF RESTRICTIONS

The real property affected hereby is subject to the conditions, restrictions and charges herein contained to provide a settlement, community or neighborhood of persons who are on a social equality, and to provide a high type and quality of improvements on said 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 property.

ARTICLE II

USE

1. None of said lots shall be used except for private residential purposes, nor shall any structure be erected or maintained upon any of said lots other than one detached single family dwelling house, which garage shall be used only in connection with such residential dwelling.

2. No hospital, sanatorium, rest home, hotel, public boarding or lodging house, store, butcher shop, grocery or other business or commercial enterprise shall be maintained, carried on or conducted upon said property, or any portion thereof, nor shall any business or profession or occupation be carried on or conducted upon said property,

or any portion thereof; no noise or offensive activity shall be carried on on said property, or any portion thereof, nor shall anything be done which shall be or become an annoyance or nuisance to the neighborhood.

3. No animals, livestock or poultry of any kind should be raised, bred or kept on any 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.

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 said subdivision.

5. No garage or outhouse of any kind or description shall be erected or maintained on any lot within said subdivision prior to the erection of a dwelling house thereon.

6. No trailer or portion of any uncompleted building, nor any tent, garage or outbuilding erected on or maintained on any lot within said subdivision shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted within said subdivision.

7. No lot delineated on the plat of Connolly Subdivision No. 2 shall be re-subdivided in such fashion that a building plot thereon shall contain less than seven thousand (7,000) square feet, or a width of less than sixty-five (65) feet at the front building set back line.

8. 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 said subdivision to a height of over five and one-half 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 said 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, except a chain link fence not more than three and one-half (3 1/2) feet in height.

9. The front building set-back line within said subdivision shall be located twenty (20) feet back from the front property line and the side building set-back line shall be five (5) feet from interior lot lines and fifteen (15) feet from side street property lines and no building shall be located nearer to any front or side lot line than the set-back line herein specified.

10. 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 (1,000) square feet.

11. No building shall be erected, placed or altered on any building plot on the hereinabove described property, nor shall any fence be constructed on any building plot until the building plans, specifications and 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 the hereinabove described property and as to location of the building with respect to topography and finished ground elevation by a committee composed of Paul C. Williams and Charlotte Williams, or by a representative designated by them. In the event of the death or resignation of either member of said committee, the remaining member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority, and to designate another member of such committee. In the event that such committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such improvements have not 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 said subdivision shall have the power by an instrument in writing, duly recorded in the office of the County Recorder of Washoe County, Nevada, to change the membership of the Committee, or to withdraw from the Committee, or restore to it, any of its powers and duties.

ARTICLE III

DECLARATION OF COVENANTS

1. 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 thereof as a part of the general plan of development and improvement thereof hereby adopted by Declarants. Said covenants and restrictions shall run with the land and shall be binding upon Declarants and upon all persons claiming under Declarants or under their successors or assigns for a period of twenty-five (25) 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, provided, however, that these covenants may be amended, modified, abrogated or rescinded by recordation in the office of the County Recorder of Washoe County, Nevada, of a Supplemental Declaration of Restrictions duly executed and acknowledged by the owners of not less than seventy-five (75) percent of the above described lots.

2. This Declaration of Restrictions shall be binding upon and inure to the benefit of the Declarants, their successors and assigns.

ARTICLE IV

VIOLATION AND ENFORCEMENT

1. The conditions, restrictions or covenants herein contained shall bind and inure to the benefit of and be enforceable by Declarants, their successors or assigns, or by the owner or owners of any of the hereinabove described lots, and it shall be lawful, not only for Declarants or their successors or assigns, but also for the owner or owners of any of said lots, to institute and prosecute any proceeding at law or in equity against Declarants 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 Declarants or their successors or assigns, or of any owner of 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 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. 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 Declarants that the whole of said Declaration of Restrictions, with the exception of such invalidated portion or portions, shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarants have hereunto set their hands the day and year first above written.

/s/ Paul C. Williams
PAUL C. WILLIAMS

/s/ Charlotte Williams
CHARLOTTE WILLIAMS

STATE OF NEVADA)
 ss.
COUNTY OF WASHOE)

On this 23rd day of July, 1956, personally appeared before me, a Notary Public in and for said County and State, PAUL C. WILLIAMS and CHARLOTTE WILLIAMS, known to me to be the persons described in and who executed the foregoing document and they, and each of them, duly 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 in this certificate first above written.

/s/ Lyda Broswell
NOTARY PUBLIC

DOCUMENT NO. 262917
Filed for record at the request of NEVADA TITLE GUARANTY CO.
JUL 24 1956 at _____ Minutes past 10 o'clock A.M.
Recorded in Book 5 of LIENS AND MISCELLANEOUS
Page 91. Records of Washoe County, Nevada.

Fee: \$ 5.25
 DELLE B. BOYD, County Recorder
By /s/ M. E. McLeod Deputy