

ACME LAS VEGAS ESTATES

SAMPLE DECLARATION OF RESTRICTIONS

THIS DECLARATION, Made by ACME ESTATES., owners, this day of April 10, 1968.

WITNESSETH:

THAT, whereas, the above named corporation desired to restrict all that certain tract or parcel of land as shown upon the official map of "ACME ESTATES -*****" recorded in the office of the County Recorder of the County of Clark. State of Nevada on April 10, 1968 in Book 3 of Subdivision Maps at page 4.

NOW, THEREFORE, ACME ESTATES, INC., as owner of the above tract of land hereby declares that said land is held and shall be held, conveyed, hypothecated, used, improved and occupied subject to the following covenants, restrictions, easements and agreements which are imposed pursuant to a general plan and shall create mutual equitable servitudes on each of the lots, plots, or parcels in said tract of subdivision and a privity of contract with reference thereto between the various owners thereof, their heirs, personal representatives, successors and assigns, to-wit:

RESTRICTIVE PROVISIONS

Clause I - Use and Improvements

No buildings other than one detached single family private dwelling, private garage for the use of the occupants of such dwelling and other usual and appropriate outbuildings, strictly incident and appurtenant to a private dwelling shall be erected or maintained on all lots, except Lots 73, 74, 75, 76, and 83 which may be used for commercial purposes. No use whatsoever, except in connection with its use and improvement as a site and grounds of a private dwelling or commercial as above set forth shall be made of any lot or plot therein and furthermore, no driveway, road, right of way, or any easements for public or private use shall be granted for any reason whatsoever, across or through any lot in this subdivision to any other piece of property without approval in writing of the Architectural Committee.

Clause II - Temporary Dwellings

No trailers, garage or other outbuildings shall be used as a temporary or permanent residence, nor shall any residential structure be moved on to the tract from some other location.

Clause III - Minimum Building Requirements

The construction of all dwellings on all lots, regardless of size of dwelling, must conform to F.H.A. or better specifications.

As to all lots, no dwelling shall be erected or permitted to remain thereon having a ground floor area, exclusive of open porches and garages, of less than 1,200 square feet for a one-story building.

Clause IV - Set Back of Buildings

No building or projection thereof shall be located nearer any street than twenty feet, except that an owner can obtain a variance from and upon the approval of the Architectural Committee.

No building shall be located nearer than five feet to any side lot line.

Clause V - Subdivision of Lots

Any re-subdivision of lots must conform with all county and state regulations applying thereto. Furthermore, no re-subdivision shall be allowed until the approval of the Architectural Committee is given for size and location as shown on a map to be supplied to the Architectural Committee.

Clause VI - Easements

Easements and rights of way, as indicated upon the recorded map of said subdivision, are reserved for the installation and maintenance of pole line, utilities, and other public and quasi-public uses. No buildings shall be placed upon such easements or interference be made with the free use of the same for the purpose intended.

Clause VII - Signs

No billboards or other advertising device shall be erected or placed upon any lot or plot in said tract, without the written permission of the Architectural Committee.

Clause VIII - Completion of Construction

Any residence or other building in said subdivision, the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability of the owner to procure delivery of necessary materials, or by interference by other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

In the event of cessation of construction of any building for a period of 120 days, where such interruption is not excused by the provision hereof, the Declarant hereof or any other owner of property subject to this Declaration shall have the right to enter upon said uncompleted property and remove the same or carry such construction work to completion, and the expense incurred in connection with the removal or completion of such building shall become a lien upon the land and improvements thereon upon which such a building is located which may be foreclosed either as a mechanics lien and/or as a mortgage made on real property.

Clause IX - Appearance of yards

Lots must be kept free of debris, junk cars, objectionable or unsightly materials, etc.

Clause X - Mail Boxes

Mail boxes are to be of that design and color set forth by the Architectural Committee.

Clause XI - Fences and Trees

No fence or hedge shall be erected or permitted to remain or allowed to grow to a height exceeding three feet nearer any street than the set back lines as indicated herein.

All pruning, cutting, and thinning of trees larger than four inches in diameter shall be controlled by the Architectural Committee.

Clause X11 - Keeping of pets, animals, etc.

No lot or plot or building thereon in said tract shall be used for the keeping or breeding of any livestock or animals of any kind except for dogs, cats or like pets, provided that they are not kept in numbers or under conditions objectionable to other residents in said tract. All yards, pens, and outbuildings used in connection with the keeping of said pets shall be located on the rear half of the respective lots and shall be adequately screened from view from any street. The keeping of horses is permissible on lots of one (1) acre or more in size, provided they are not kept in numbers or under conditions objectionable to other residents in said tract.

Clause XIII - Approval of plans

No building, fence, wall or other permanent structure shall be erected, altered or placed on any plot in said subdivision until building plans, specifications and plot plan showing the location of structures on the lot have been submitted to and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot, by an Architectural Committee composed of Edward Pasteris, or the then manager, whoever he may be, and an additional two members to be appointed as follows: One representative from Alta Sierra Vista, Inc.. and one representative to be appointed by Edward Pasteris or the then manager.

Upon failure by the committee or its designated representatives to approve or disapprove such plans and specifications within fifteen days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this declaration. If any member of the committee resigns or is unable to act, the remaining members shall appoint his successor. Pending such appointment, the remaining members shall discharge the functions of the committee. At any time, the committee may by recorded statement to that affect relinquish the right herein reserved to appoint and maintain the committee and at such time the then recorded owners of fifty per cent or more of the lots in said subdivision may elect and appoint a committee of three or more of such owners to assume and exercise all of the powers and functions of the committee specified herein. No member of any Architectural Committee, however created shall receive any compensation or make any charge for his services as such.

Clause XIV - Failure to enforce

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The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision and failure by Declarants or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right so to do.

Clause XV - Severability

The various measures and provisions of this Declaration are declared to be severable, and the invalidity of any one measure or provision shall not effect any other measure or provision.

Clause XVI - Subordination to Mortgages and Deeds of Trust

Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any property subject to this Declaration obtained through the sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the restrictions and provisions hereof.

Clause XVII - Terms of Restrictions

These Covenants, Restrictions and Agreements shall run with the land and shall continue in full force and effect until February 1, 1981, at which time the same shall be automatically extended for successive periods of ten years unless by a duly executed and recorded statement of the then owners of fifty per cent or more of the lots in said subdivision, elect to terminate or amend these restrictions in whole or in part. Said Declaration of Restrictions can be amended or modified at any time when fifty per cent of the owners elect to do so.

Clause XVIII - Enforcement and Remedy

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Each grantee of a conveyance or purchases under a contract or agreement of sale by accepting a deed or contract of sale or agreement of purchase accepts the same subject to all of the covenants, restrictions, easements, and agreements set forth in this Declaration and agrees to be bound by the same.

Damages for any breach of the terms, restrictions and provisions of this Declaration are hereby declared not to be adequate compensation, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the Declarant, or by an owner or owners of any other lot or lots in said subdivision.

This **SAMPLE CC&R** would have been registered with the County Recorders office the property resides in, and are the original CC&Rs which all ACME LASVEGAS ESTATE units adopted and copied, with a couple of minor differences in a few of the units. Many property owners have called asking for copies of CC&Rs, either because their property purchase file isn't readily available or they misplaced it after receiving a copy with their Policy of Title Insurance.

As ESCROWOFFICER.NET continues to see new homes being built, and vacant lots become fewer, compliance with our very reasonable CC&Rs becomes more and more important in maintaining our Las Vegas Community as an attractive community. All owners and renters are responsible for their compliance with the CC&Rs, although enforcement action is through the owners and Code Enforcement.