

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions made and executed by Pecos Industrial Complex Development, a partnership, herein referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property ("the Property" herein) in the City of North Las Vegas, County of Clark, State of Nevada, described as:

See attached Exhibits A and B. The attached exhibits are incorporated in this Declaration and with specific reference to these definitions in Article I concerning areas and locations.

WHEREAS, Declarant has improved or intends to improve the Property by developing approximately one hundred fifty-eight (158) units. Declarant intends said improvement will be in four development stages or increments. Declarant reserves the right to withdraw or abandon the development of any stage or increment after the first, provided; however, that such withdrawal or abandonment shall not effect the rights and obligations hereinafter set forth as attaching to those stages and increments which have been completed and to which this Declaration has come to fully apply.

NOW, THEREFORE, Declarant hereby declares that all or part of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

WHEN RECORDED PLEASE MAIL TO:  
Johns & Johns, Ltd.  
601 E. Bridger Ave.  
Las Vegas, NV. 89101

## ARTICLE I.

DEFINITIONS

Section 1 - Common Areas — shall mean all property owned by the Association for the common use and enjoyment of the owners, to-wit:

- (A) Common perimeter walls: any perimeter wall not part of yard or structure.
- (B) Perimeter yard wall: any perimeter wall that forms or creates a yard or lot.
- (C) Alley: street between outside yard and structures.
- (D) Street: private street.
- (E) Driveway: access to front parking spaces.
- (F) Parking space: 9' x 20' striped and bumpered area.
- (G) Landscaped areas: Sodded knoll(s) at entry of complex and all rocked drainage channel areas.
- (H) Sidewalk: 5' walkway in front of offices.
- (I) Other: any area not conveyed by sale or deed and not otherwise designated herein or in the Association By-Laws or Regulations.

## Section 2 -

- (A) 1. Lot 1: area 25' x 73'.  
Lot 1A shall be the parking area for lot 1
- 2. Lot (other than Lot 1): area 20' x 70', which shall designate by Number 2 - 158; and area approximately 20' by not less than 42' which shall be designated by the same number as the lot first area with an A to follow, i.e. 2A - 158A. The two areas of each lot shall be separated by a 24' alley which is part of the common area.
- (B) Unit: An improved lot shall become a unit. The improvement shall be a structure on the 20' x 70' area and a yard on the approximately 20' x not less than a 42' area.
- (C) Owner: Shall mean and refer to the recorded owner of a unit. However, in the case of Declaration only, owner

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ARTICLE I.

DEFINITIONS

Section 1 - Common Areas -- shall mean all property owned by the Association for the common use and enjoyment of the owners, to-wit:

- (A) Common perimeter walls: any perimeter wall not part of yard or structure.
- (B) Perimeter yard wall: any perimeter wall that forms or creates a yard or lot.
- (C) Alley: street between outside yard and structures.
- (D) Street: private street.
- (E) Driveway: access to front parking spaces.
- (F) Parking space: 9' x 20' striped and bumpered area.
- (G) Landscaped areas: Sodded knoll(s) at entry of complex and all rocked drainage channel areas.
- (H) Sidewalk: 5' walkway in front of offices.
- (I) Other: any area not conveyed by sale or deed and not otherwise designated herein or in the Association By-Laws or Regulations.

Section 2 -

- (A) 1. Lot 1: area 25' x 70'.  
 Lot 1A shall be the parking area for lot 1
- 2. Lot (other than Lot 1): area 20' x 70', which shall designate by Number 2 - 158; and area approximately 20' by not less than 42' which shall be designated by the same number as the lot first area with an A to follow, i.e. 2A - 158A. The two areas of each lot shall be separated by a 24' alley which is part of the common area.
- (B) Unit: An improved lot shall become a unit. The improvement shall be a structure on the 20' x 70' area and a yard on the approximately 20' x not less than a 42' area.
- (C) Owner: Shall mean and refer to the recorded owner of a unit. However, in the case of Declarant only, owner

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 Questionable For Good Reproduction

shall mean and refer to the recorded owner of a lot and/or unit.

- (D) Common expense: Included but not limited to:
1. Expenses related to the administration, insuring, maintenance, management operation, repair, replacement, improving and betterment of the Common Areas and of the portions of the Units to be maintained by the Association.
  2. Expenses deemed to be Common Expenses by reason of provisions contained in this Declaration, the Articles of Incorporation, by-laws, or rules and regulations of the Association.
  3. Any valid charge against the Project or the Association or charges payable by all Owners and assumed, in total by the Association.
  4. All utility fees and expenses not mentioned and not charged directly to each unit.

(E) Association: Shall mean and refer to the governing body of the project Pecos Industrial Complex Association (P.I.C.), a non-profit Nevada corporation, its successors and assigns.

(F) Board: Shall mean the Board of Directors of Association.

(G) Common partition wall: Common wall between 2 units. Each owner is responsible for his side of wall to the center of the wall.

## A R T I C L E 2

### PROPERTY RIGHTS

Section 1 - Owners' Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress and of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit.

Section 2 - Each owner shall own an undivided interest in the Common Areas as a tenant in common with all other Owners of

the Project, and except as otherwise limited in this Declaration (or in the Articles, By-laws, or rules and regulations of the Association pursuant to a grant of authority contained in this Declaration), shall have the right to use the Common Areas for all purposes incident to the use and occupancy of his Unit as a place of business (subject to any restrictions in this Declaration or the Association By-laws, rules or regulations) and such other incidental uses permitted by this Declaration, without hindering or encroaching upon the lawful rights of other Owners.

Section 3 - The Association has the right to suspend the voting rights for any period during which any assessment against his unit remains unpaid; and for a period not to exceed 30 days for any infraction of the Association's published rules and regulations after reasonable written notice and an opportunity for a hearing before the Board of Directors of the Association.

The Association has the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded. No such dedication shall be effective if it denies adequate right of ingress and egress to any owner.

### A R T I C L E 3

#### MEMBERSHIP AND VOTING RIGHTS

Section 1 - Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section 2 - Declarant shall be a member based upon his ownership of either unit(s) or Lot(s) and regardless of whether the

lots are improved or subject to assessment.

Section 3 - The Association shall have two classes of voting membership:

CLASS A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each unit owned. When more than one person hold an interest in any unit all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

CLASS B: Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each unit or lot owned. The Class B Membership shall cease and be converted to Class A membership in the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal or exceed the total votes outstanding in the Class B membership. Class B votes shall be computed based upon lots or units owned by Declarant in all stages or increments of the development unless and until any future stage or increment is specifically withdrawn or abandoned;

or,

- (b) On July 1, 1991.

#### A R T I C L E 4

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments.

The Declaration, for each unit owned within the Properties, hereby covenants, and each Owner of any unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the Land and shall be a continuing Lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2 - Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote health, safety, and welfare of the occupants in the Properties and for the improvement and maintenance of the Common Area.

Section 3 - Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be FOUR HUNDRED EIGHTY DOLLARS (\$480.00).

(A) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may not be increased by more than 10% above the previous year's annual assessment without a vote of two-thirds (2/3) of each class of members who are

voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4 - Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5 - Notice and Quorum for any Action Authorized Under Sections 3 and 4, above.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of the proxies of members entitled to cast two-thirds (2/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. If the proposed action is favored by a majority of the votes cast at such meetings, but such vote is less than the requisite two-thirds (2/3) of each of the class of members entitled to vote, members who were not present in person or by proxy may give their assent in writing provided



that the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

**Section 6 - Uniform Rate of Assessment.**

Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

**Section 7 - Date of Commencement of Annual Assessments: Due Dates.**

The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

**Section 8 - Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section 9 - Lien to First Deeds of Trust and First Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien for any first mortgage. Sale or transfer of any unit shall not effect the assessment lien. However, the sale or transfer of any unit pursuant to foreclosure, or a Deed in lieu of foreclosure of a first mortgage or trust deed, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure or deed. No sale or transfer shall relieve such unit from liability for any assessment thereafter becoming due or from the lien thereon.

Section 10 - During the period of delinquency in assessments, foreclosures or legal action, the Association shall not be obligated to make capital improvements or repairs on a delinquent unit. If said repairs are conducted either in the interest of the non-delinquent Owners or to avoid additional damage to the property, the Association shall not be precluded from recovering its expenses incurred. No member, Owner, or unit shall be unjustly enriched by receiving the benefit of the Association's services without contributing in fees and assessments.

A R T I C L E 5

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting or addition to or change or alteration to any other use therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of two (2) or more representatives appointed by the Board. In the event said Board, or

its designated committee fails to approve or disapprove such design and location within forty (40) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

A R T I C L E 6

GENERAL PROVISIONS

Section 1 - Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of any default by an Owner which is not cured within thirty (30) days after notice of such default is transmitted by the Association to the Owner in default, the Association shall give written notice of such uncured default to the holder of the mortgage related to such Owner's unit as indicated by the records of the Association. In no event shall the Association be obligated to give such Notice unless the mortgage holder files a written request for such notice at the time such unit is purchased from the Declarant.

Section 2 - Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3 - Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive

periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the unit Owners. Any Amendment must be recorded.

A R T I C L E 7

COVENANTS OF OWNERS

Declarant, its successors and assigns, by this Declaration, and all future Owners of units, by their acceptance of their Deeds covenant and agree as follows:

1. There shall be no judicial partitioning of the Common Area. It is understood and agreed that this restriction is necessary to preserve the rights of Owners with respect to operation and management of the Property.
2. Each lot shall be improved, used and occupied for M-1 purposes and such shall extend to the Owner and occupants.
3. The Owner of a unit which is damaged or destroyed by fire or other calamity shall cause unit to be repaired or restored. This obligation shall not extend to the installing of furniture and the like, but is for the purpose of preventing unsightliness with respect to such damaged unit and any resultant conditions which endanger the health or safety of other Owners within the Project and the Community.
4. Nothing shall be done in connection with any unit or in, one or to any Common Area which will impair the structural integrity of any building or which would structurally change any building except as is otherwise provided herein. No Owner of a unit shall make any alteration or improvement to the Common Area or remove any planting, structure, furnishing or other object therefrom, except with the written consent of the Board. The Owner of each unit shall be liable to the Association for all damages to the Common Areas or to any

improvements thereon or thereto, including but not limited to buildings and landscaping, caused by Owner.

5. Fifty (50) percent of the width of the alley may be blocked for not more than one (1) hour.

6. Warehouse and yard deliveries shall be by way of alley.

7. No Owner shall cause or permit anything to be placed on the outside walls of his unit, and no awning, canopy, window air conditioning unit, shutter, or other fixtures shall be affixed to or placed upon the exterior walls of any building or any part thereof, without the prior written consent of the Association.

8. The Common Areas shall be kept clean of rubbish, debris and other unsightly materials.

9. No animals of any kind shall be raised, bred, or kept in any unit or in any Common Area, except for guard dog.

10. No unit shall be used in such a manner as to interfere with the enjoyment of occupants of other units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or any illegal activity be committed or permitted to occur in any unit. No obnoxious or offensive activity shall be carried on in the Common Area, nor shall anything be done therein which may be or become a nuisance to the Owners.

11. No unit shall be occupied or used for any purpose or in any manner which shall cause the improvements constructed thereon to be uninsurable against loss by fire or the perils of extended coverage endorsement to the Nevada Standard Fire Policy form or cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof.

12. No activity shall be carried on in the Common Areas which shall be contrary to the rules and regulations of the Association relating to the use of an activity in the Common Areas.

partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt any resulting encroachment of a part of the Common Areas upon any unit or of any unit upon any other unit or upon any part of the Common Areas shall be permitted, and a valid easement for such encroachments and for its maintenance shall exist so long as the building stands.

A R T I C L E 8

CONVEYANCE OF COMMON AREA

Prior to the conveyance by Declarant of the first unit in any increments or development stages herein, Declarant shall convey fee title to the Common Area contained within such increment to the Association subject only to non-delinquent city and county general and special taxes and covenants, conditions, restrictions, reservations and easements of record.

A R T I C L E 9

ENTRY INTO A UNIT

The Association shall have the right to enter at all reasonable times, by it, its agents, or independent contractors, any unit when necessary in connection with maintenance, repairs, or construction as to which the Association has rights or obligations hereunder. The Owner's prior consent shall be obtained if practicable; however, such consent shall not be required if the maintenance or repairs are of a necessary or emergency nature and immediately required to prevent injury to any Owner, unit, lot or to the Common Area.

A R T I C L E 10

BINDING EFFECT

All agreements and determinations lawfully made by the Association in accordance with the voting requirements established in this Declaration shall be deemed to be binding on all Owners of units, their successors and assigns.

13. An Owner upon acquisition of a unit shall automatically become a member of the Association, and such Owner shall remain a member thereof until such time as his ownership ceases for any reason.

14. Subject to the provisions of Article 6, Section 3, this Declaration shall not be revoked or any of its provisions amended without a written instrument (or counterparts thereof) signed and acknowledged by the Owners of at least seventy-five (75) percent of the voting power, unless otherwise provided by Article 6, Section 3, bearing, or to which is attached, written consent of the holders of every real property mortgage or deed of trust encumbering (as of the time of recording such amendment) the units of such members and filed for record in the office of the Recorder of Clark County, Nevada.

15. No Owner of a unit may exempt or otherwise exclude himself from liability for contribution towards the Common expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his unit.

16. The Association shall provide exterior maintenance upon each unit which is subject to assessment hereunder, as follows: exterior paint, maintain decorative roofing tile, Common Area asphalt only, perimeter and common walls, utilities in Common Areas, landscaping, exterior lighting, and exterior lighting signs. The Association shall undertake the expense of said care and maintenance. The Association is specifically not responsible for glass windows and doors.

17. If any portion of the Common Area shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the Common Areas as a result of the construction of the building or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit or any adjoining unit, or any adjoining Common Area shall be

ARTICLE II

RESTRICTIONS UPON DECLARANT

So long as Declarant, its successors and assigns owns one or more of the lots or units, Declarant, its successors and assigns shall be subject to the provisions of this Declaration and of the Exhibits attached hereto; Declarant covenants to take no action which may adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the Project.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 15<sup>th</sup> day of March, 1985.

PECOS INDUSTRIAL COMPLEX DEVELOPMENT

Peter Reid  
PETER REID, General Partner

Don Korth  
DONALD KORTH, General Partner

ACKNOWLEDGEMENT

STATE OF NEVADA )  
                  ) SS:  
COUNTY OF CLARK )

On this 15<sup>th</sup> day of March, 1985, personally appeared before me, a Notary Public, PETER REID and DONALD KORTH, who acknowledged to me that they executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, freely and voluntarily and for the use and purpose therein mentioned.

[Signature]  
NOTARY PUBLIC in and for  
said County and State



LARRY C. JOHNS  
Notary Public - State of Nevada  
CLARK COUNTY  
My Comm. Exp. Dec. 24, 1987



DESCRIPTION

All that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

The East 460 feet of the West 920 feet of the West Half of the Southwest Quarter of Section 6, Township 20 South, Range 52 East, M.D.M.

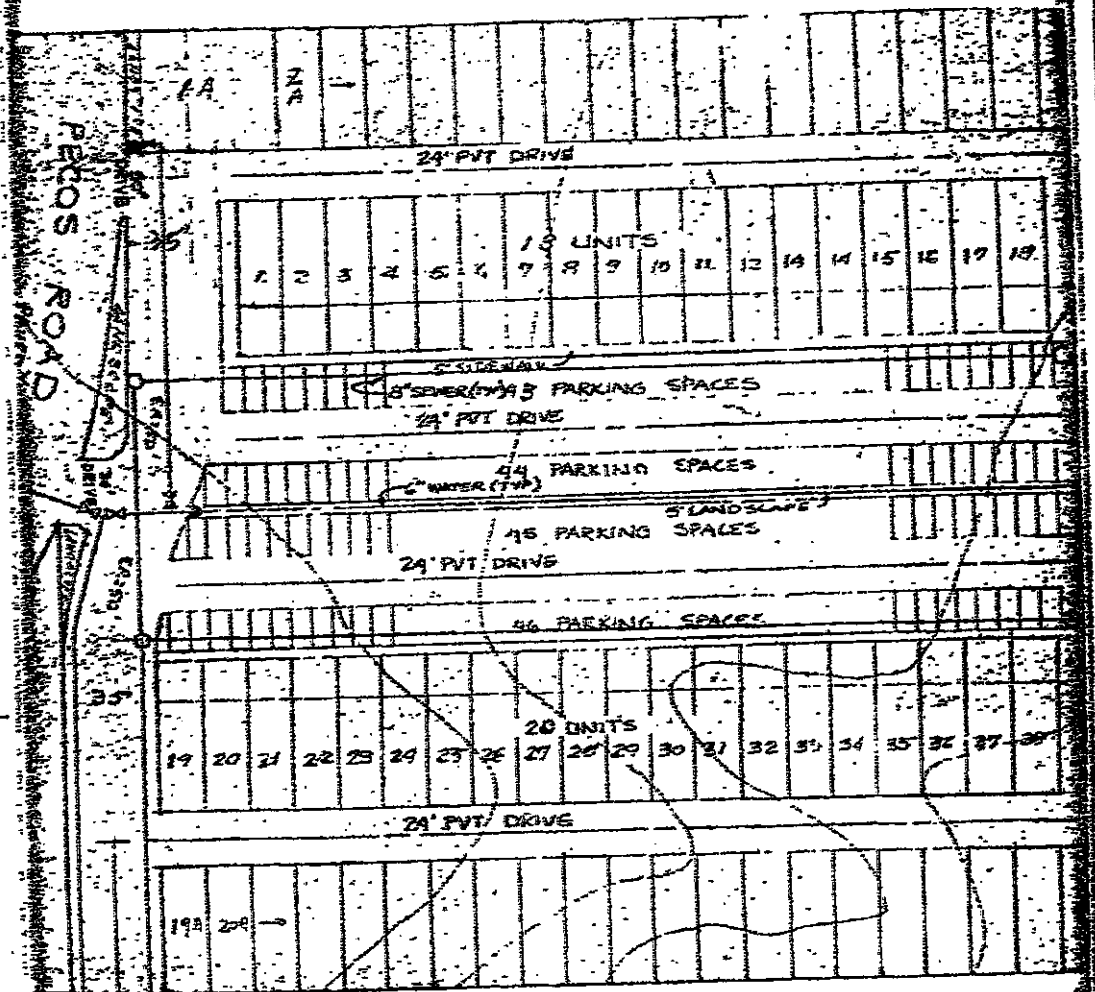
EXCEPTING therefrom the following described parcel of land as conveyed to the State of Nevada for road purposes by deed recorded May 3, 1972 as Document No. 187399, Clark County, Nevada records.

BEGINNING at the intersection of the Easterly right of way line of the Pacos Road Reconnection and the North boundary of Lot 6, Section 6, Township 20 South, Range 52 East, M.D.M., said point further described as bearing North  $88^{\circ}43'36''$  East, a distance of 492.93 feet from the West Quarter corner of said Section 6; thence South  $0^{\circ}47'02''$  East along said Easterly right of way line a distance of 36.35 feet to a point; thence from a tangent which bears the last described course, curving to the right along said right of way line with a radius of 624.31 feet through an angle of  $18^{\circ}59'40''$  an arc distance of 206.97 feet to an intersection with the Westerly boundary of owners property; thence North  $0^{\circ}31'03''$  West along said Westerly boundary a distance of 239.27 feet to the intersection with the North boundary of Lot 6 of said Section 6; thence North  $88^{\circ}43'36''$  East along said North boundary a distance of 32.89 feet to the POINT OF BEGINNING.

EXCEPT THEREFROM the South 892.48 feet (Measured at right angles to the South line) of the East 460 feet of the West 920.00 feet of the West 920.00 feet of the West Half of the Southwest Quarter of Section 6, Township 20 South, Range 52 East, M.D.B. & M.

EXHIBIT A

DEVELOPMENT PHASE ONE

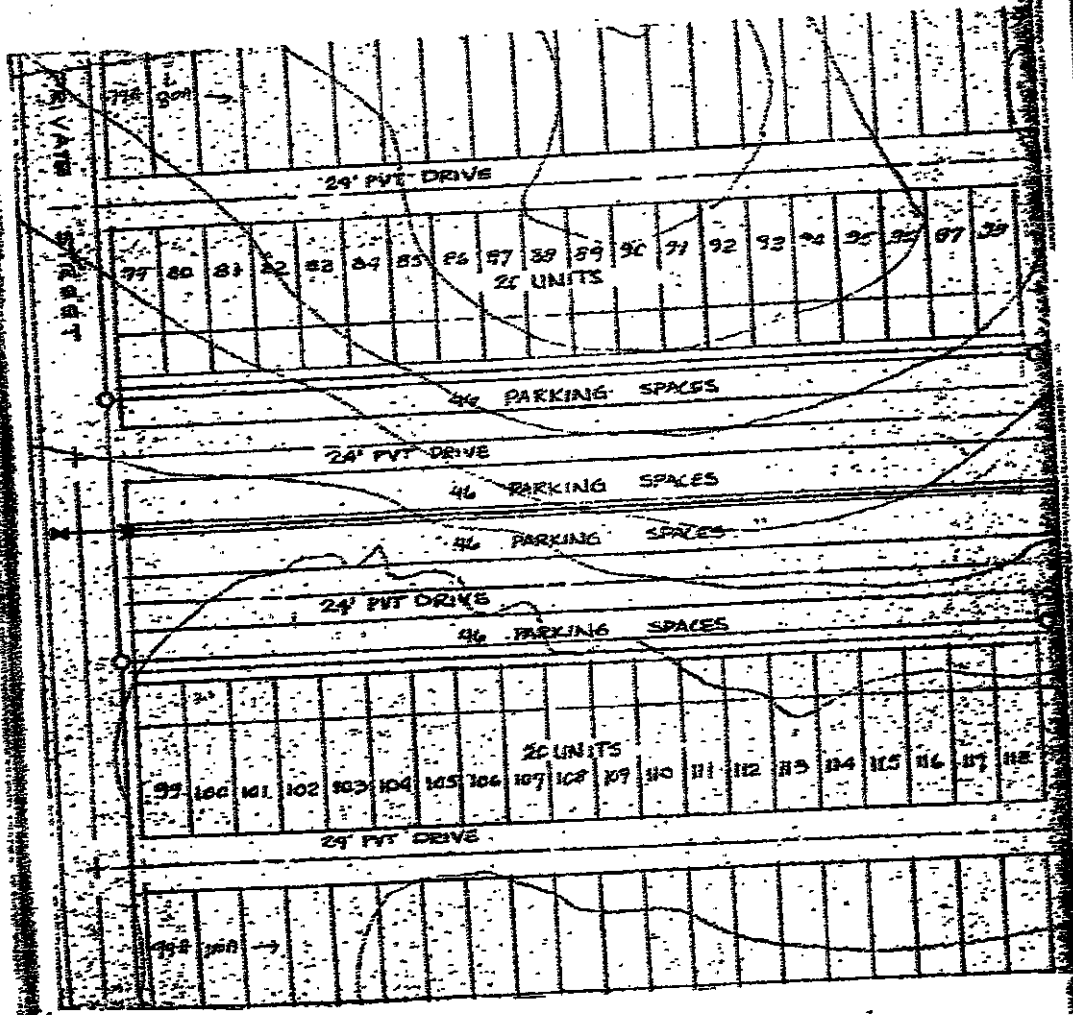


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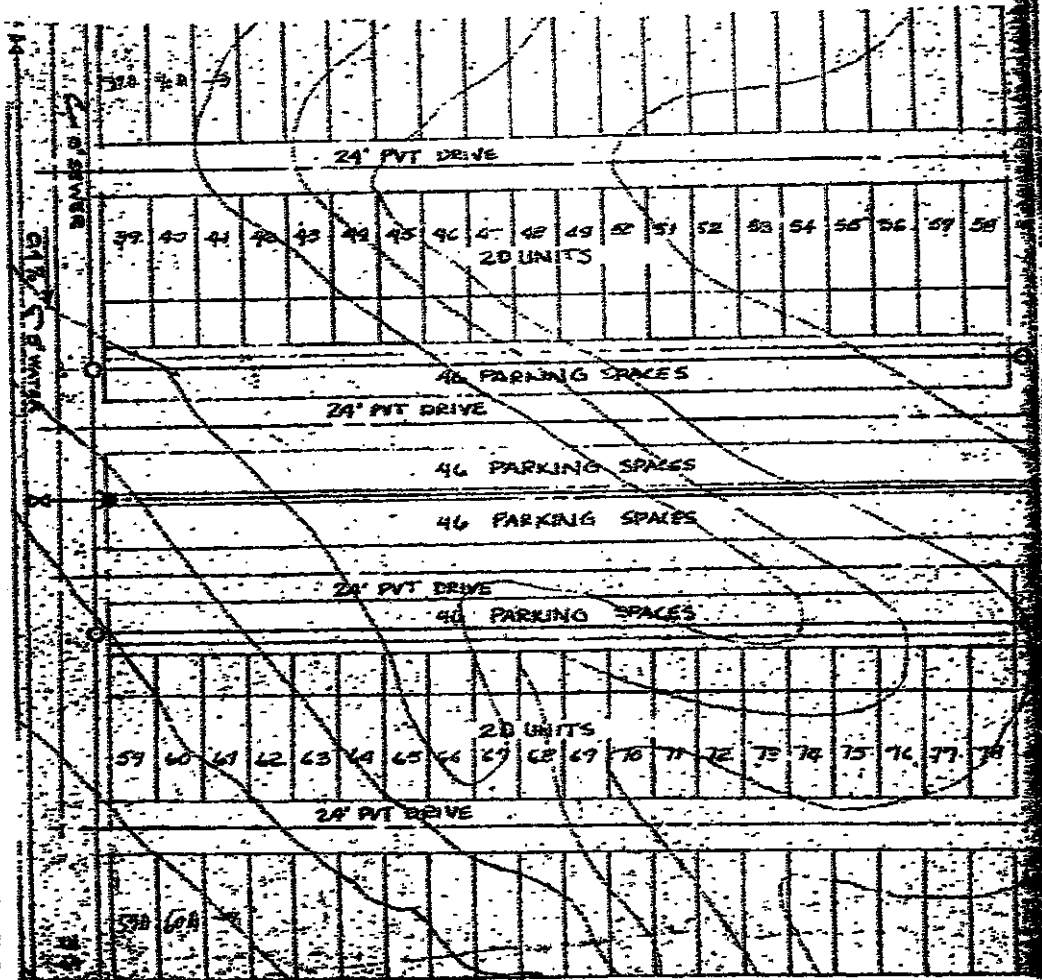
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DEVELOPMENT PHASE THREE



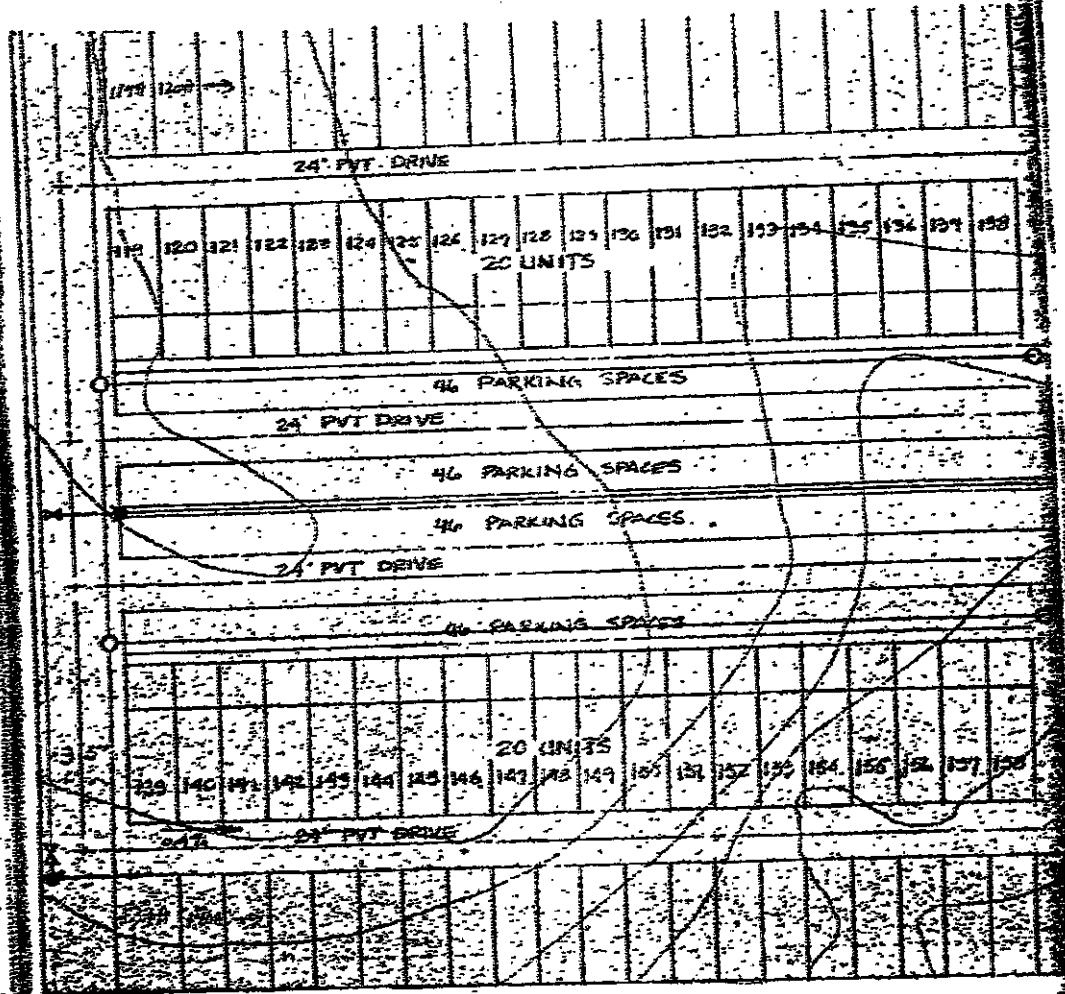
DEVELOPMENT PHASE TWO



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DEVELOPMENT PHASE FOUR



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BOOK 2080

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21-2)

LIBERTY COUNTY, GEORGIA  
PAUL L. SWIFT, CLERK  
RECORDED & INDEXED

*Johns & Johns Ltd.*

MAR 19 11 52 AM '85

25<sup>th</sup> DEPUTY  
OFFICIAL RECORDS  
LIBERTY COUNTY, GEORGIA

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*Rec*