

DECLARATION OF RESERVATIONS

Hadley Subdivision of Round Mountain
Nye County, Nevada

THIS DECLARATION, made this 30th day of April, 1998, by ROUND MOUNTAIN GOLD CORPORATION, a Delaware corporation, having a principal office in Denver, Colorado, (hereinafter referred to as the "Declarant").

WHEREAS, the Declarant is the owner of the real property located within the W $\frac{1}{2}$ and the W $\frac{1}{2}$ E $\frac{1}{2}$ Section 28, T.10.N., R.43E., MDB&M, Nye County Nevada described in that certain Hadley Subdivision of Round Mountain, County of Nye, Nevada and

WHEREAS, the Declarant intends to sell, dispose of, or convey from time to time all or a portion of the lots in the Plat above described, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in the Plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of the Plat, that

THIS DECLARATION is designed for the mutual benefit of the lots in the Plat, and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels, and portions of the Plat shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in the Plat and of each owner thereof, and shall run with the land and shall

inure to and pass with each such lot and parcel of land in the Plat and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon the Plat as a mutual equitable servitude in favor of each and every parcel of land therein as the dominant tenements.

IN interpreting and applying the regulations of this Declaration of Reservations, they shall be held to be the maximum requirements for the promotion of the public health, safety, and general welfare of the property within the Plat. It is not intended by this Declaration of Reservations to interfere with, abrogate, or annul any County of Nye or State of Nevada ordinance, law, rule or regulation adopted or issued to regulate the use of the premises and the use and occupancy of any improvement constructed thereon within the plat. IN THE EVENT THIS DECLARATION OF RESERVATIONS CONFLICTS WITH ANY COUNTY OF NYE OR STATE OF NEVADA ORDINANCE, LAW, RULE OR REGULATION, THE MOST RESTRICTIVE SHALL GOVERN.

ANY invalidation of any conditions, restrictions, or covenants herein contained by the judgment or order of any court of competent jurisdiction shall in no way affect the validity of the remaining conditions, restrictions, and covenants, and said remaining conditions, restrictions, and covenants shall continue and remain in full force and effect. Any conditions, restrictions, or covenants so invalidated shall be deemed separable from the remaining conditions, restrictions, and covenants, herein set forth.

GENERAL PROVISIONS

1. Duration. The covenants and conditions of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants and conditions are recorded, after which time the covenants and conditions 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 the covenants and conditions in whole or in part.

2. Notices. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as owner on the records of the Nye County Recorder at the time of such mailing.
3. Severability. In the event that any of the provisions of this Declaration in each zone of Land Use Restrictions conflict with any other of the sections therein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause, or phrase of the conditions and covenants herein contained shall be or become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases herein contained shall not be affected thereby.
4. Accessory buildings. Accessory buildings shall not be constructed upon a lot until the construction of the principal building has been actually commenced.
5. Advertising; signs; billboards. No sign, advertisement, billboard, or advertising structure of any kind shall be erected or allowed on any unimproved residential lot.
6. Building Exterior. The exterior portions of all buildings, except one constructed of adobe, precolored slump block or brick, shall be painted, stained, or otherwise finished upon completion.

7. Dust control. Under no circumstances shall the owner of any lot or parcel of land disturb the natural soil, grass, or growth so as to create a dust nuisance.
8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain in which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the property owner of the lot, except for those improvements for which a public authority or utility company is responsible.
9. Storage of tools and trash. The storage of tools, landscaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from public view.
10. Unnatural drainage. Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel in any way that would permit additional quantities of water from any source, other than what nature originally intended, to flow from his property onto any adjoining property or public right of way.
11. Enforcement. Any lot or real property owner within the above referred to real property shall be authorized, through all lawful means, to enforce these

Reservations.

12. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the real property described herein is hereby declared to be a violation of these Reservations and subject to any and all enforcement procedures as set forth herein.

DEFINITIONS

1. "Accessory building" means a detached subordinate building, the use of which is incidental to that of the main building.
2. "Accessory use" means a use naturally and normally incidental to, subordinate to, and devoted exclusively to the main use of the premises.
3. "Area identification sign" means a permanent sign used to identify a neighborhood, subdivision, shopping district, industrial district, or any other special community area.
4. "Buildable area" means the portion of a lot which is within the envelope formed by the required yards.
5. "Building" means any structure having a roof supported by columns or walls and used for enclosure of persons, animals or chattels, including a mobile home.
6. "Building, community" means a public building designed or used for community activities of an educational, recreational, or public service nature.
7. "Building height" means the vertical distance from the average finished ground level of the site to the highest point of the structure directly above said ground level.
8. "Building setback" means distance between the property line and the nearest portion of a structure on the property.
9. "Carport" means a permanent roofed structure with two or more open sides used or intended to be used for automobile shelter and storage, provided said storage is concealed from public view.
10. "Community business sign" means a sign or group of signs designed as single display which gives information about local businesses or services.
11. "Community directory sign" means a sign or a group of signs designed as a single display which gives information about local churches or civic organizations.
12. "Freestanding sign" means a permanent sign which is supported by its own

- structure apart from a building.
13. "Gaming" means any legal constituted gaming enterprise authorized under state law, other than up to fifteen (15) slot machines when such machines are operated incidental to the conduct of a licensed retail business and specifically including sports and horsebook operations.
 14. "Lot" means a legally identified parcel of land.
 15. "Mobile home" or "commercial coach" or "manufactured home" means a structure, intended for use as a dwelling, twelve (12) feet or greater in width and forty-eight (48) feet or greater in length, designed to be movable, but not self-motored, as defined in NRS 489.062 (1998) and NRS 484.0795 (1998) and NRS 489.113 (1998).
 16. "Motel/Hotel" means a building occupied or intended to be occupied, for compensation, as the temporary residence for transient guests, primarily persons who have residences elsewhere.
 17. "Off-premises sign" means any sign, billboard or advertising display and supporting structure making a service, product, event, or other entity known which is not principally sold, available or otherwise provided on the premises on which the sign is located.
 18. "On-premises sign" means any sign which identifies, advertises or directs attention to a business, activity, product, service or interest of any person located on the premises where the sign is located.
 19. "Parcel" means a legal identified parcel of land.
 20. "Parking space" means a permanently maintained space on a lot or parcel suitable for the parking of one automobile not less than 20 feet long and 8 feet wide, and including necessary maneuvering space.
 21. "Required area" means the minimum area of a lot or parcel necessary to permit its use under these provisions.

22. "Sign" means a design or device displayed to the public for the purpose of identifying, advertising or promoting the interest of any person, persons, firm, corporation or other entity by conveying an advertising message or attracting the attention of the public. This definition includes all parts of such a device, including its structure and supports and also includes balloons, banners, pennants, flags, lights, reflectors, reflected lights, streamers or other devices which are used to attract the attention of the public, whether or not they convey a specific advertising message.
23. "Single family dwelling" means a building containing one kitchen, designed and/or used to house not more than one family.
24. "Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor, and the ceiling or roof above. If the finished floor level directly above is a basement, cellar, or unused underfloor space is more than 6 feet above grade for more than 50 percent of the total perimeter, or is more than 12 feet above grade at any point, such basement, cellar or unused underfloor space shall be considered as a story.
25. "Yard" means an open space on the same lot or parcel with the building or mobile home, extending from the building to the nearest lot line, to be unoccupied and unobstructed.
- a. "Front yard" means a yard lying between the main building and the front property line and extending across the full width of the lot or parcel. The front yard on a corner lot in a residential area is the shortest length of the two street frontages. The front yard on a corner lot in a commercial area is that area contiguous to all street frontages.
- b. "Side yard" means a yard lying between the side lot line and the main

building and extending from the front yard line to the rear yard line.

- c. "Rear yard" means a yard between the main building and the rear line and extending across the full width of the lot or parcel.

APPLICABILITY

1. 10,000 Square Foot Residential

A. Permitted Uses.

1. Single family dwellings, including conventional built homes.
2. Mobile home or commercial coach, the minimum size being twelve (12) feet by forty-eight (48) feet, as defined in NRS 489.062 (1998).
3. Accessory uses customarily incident to the above uses when located on the same lot or parcel, including private garage, greenhouse (private), children's playhouse, private storage shed.

B. Parking. There shall be provided a minimum of two (2) off-street parking spaces for each lot. There shall not be more than three (3) vehicles per each lot. Recreational vehicles shall be limited to one camper and one boat, including trailer, per each lot. The total of all vehicles, recreational vehicles and boats shall not exceed four (4).

C. Accessory Buildings. A detached accessory building shall be located no closer than ten (10) feet to any main building on the same or adjoining lot or parcel. An exception is allowed for attached garages which are on two adjoining lots. Accessory buildings in existence upon the date these Declaration of Reservations are recorded with the Nye County Recorder's Office shall be considered valid unless they fall within paragraph L of this section, entitled "Prohibited Uses".

D. Required Area. 10,000 (ten thousand) square feet minimum feet.

- E. Yards. (See exception for accessory buildings above)
1. Front: Not less than twenty (20) feet.
 2. Side: Not less than eight (8) feet.
 3. Rear: Not less than twenty (20) feet.
- F. Height Limitation. Two (2) stories.
- G. Animals. Domestic animals, such as dogs, cats or other household pets, including exotic animals and pot-bellied pigs, may be kept, provided they are confined to the limits of their parcel. No other hoofed animals, fowl or other livestock shall be permitted; nor shall commercial breeding of animals be authorized.
- H. Nuisances. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
- I. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, unsightly debris or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be covered at all times.
- J. Abandoned Vehicles. No inoperative vehicle or parts thereof shall be stored upon any lot except for emergency repairs necessary to enable movement to a proper repair facility.

K. General Appearance. No weeds, vegetation, rubbish, debris, garbage, waste materials, derelict vehicles or parts thereof, or materials of any kind whatsoever shall be placed or permitted to accumulate on any lot or any portion of the property which would be unsanitary, unsightly, offensive, a fire hazard, or detrimental to any property in the vicinity or to the occupants of any property in such vicinity. Each lot owner shall keep all shrubs, trees, grass and plantings of any kind on each lot, including setback areas and planted areas between adjacent sidewalks and the street curb, if any, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

L. Prohibited Uses.

1. No recreational vehicles of any kind, as defined in NRS 484.081 (1998) shall be installed within the residential area. Structures commonly known as "fifth wheels" are prohibited.
2. No owner of a lot or parcel shall further parcel or subdivide such lot(s).
3. The maintenance of unsightly storage sheds, buildings or areas of storage are strictly prohibited.
4. There shall be no commercial animal breeding within the residential area.
5. No lot owner shall erect private signs upon his real property.
6. No temporary buildings shall be erected or placed upon any lot, except for storage sheds or structures.
7. Nuisances, including the maintenance of an excess number of domestic animals, shall not be authorized.

2. Commercial

A. Permitted uses.

1. Stores and shops for the conduct of retail business.
2. Business and professional office.
3. Automobile service.
4. Motel, restaurant, bars, and gaming establishments.
5. Recreational vehicle park.
6. Other service business.
7. Other and accessory uses customarily incident to the above uses.

B. Prohibited uses.

Any uses which would be considered unlawful pursuant to federal, state, county or the Town of Round Mountain's laws, statutes, ordinances or regulations.

C. Parking. One off-street parking space for:

1. Each 500 square feet of gross floor area used for commercial or office purpose.
2. Each motel/hotel unit.
3. Every three seats in restaurants.
4. Each 1,000 square feet of gross floor area used for gaming area.
5. Each 100 square feet of gross floor area used for bar or lounge area.
6. Each recreational vehicle park spaces plus one guest parking space for every five recreational vehicle spaces.

D. Height limitation. 35 feet

E. Yards.

1. Front: Not less than ten (10) feet
2. Side: Not less than ten (10) feet
3. Rear: Not less than ten (10) feet

F. Signs.

1. Maintenance, repair and appearance. All signs shall be maintained in good repair and shall be neat in appearance.
2. Location of signs. Signs located on private property shall not extend across property lines into adjacent property or public rights-of-way.
3. Off-premise signs. The allowable off-premises signs are community service signs or community business signs. These signs are located at the entrance(s) to the town listing the community's services or businesses.

- G. Lighting. The exterior lighting shall be designed as a part of the architectural and site design for the project. Fixture style and location shall be compatible with the building's architecture and landscaping. The light standards shall not be higher than thirty (30) feet. No light shall project onto neighboring properties.

April 30, 1998

Dated

ROUND MOUNTAIN GOLD CORPORATION

By: Steve C. Mueller

STATE OF Nevada)
) ss
County of Nye)

Before me this 30th day of April, 1998, personally appeared Steve C Mueller who acknowledged him self to be General Manager of ROUND MOUNTAIN GOLD CORPORATION and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the foregoing on behalf of the corporation.

Kathy L Quick
Notary Public

My Commission Expires

May 4, 1999

