

After recording mail to:

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Marsha L. Tomerlin
P.O. Box 2320
Minden, NV 89423

DECLARATION OF RESTRICTIONS

ASPEN HILL COURT

THIS DECLARATION OF RESTRICTIONS, made this 17th day of May, 1995, by Aspen Hill Court hereinafter sometimes referred to as "Declarant".

WHEREAS, the Declarant at the date of the execution of this Declaration owns One Hundred Percent (100) of the lots embraced within the boundaries of the Parcel Map, according to the map hereof filed in the office of the County Recorder of Douglas County, State of Nevada, on Aspen Hill Court.

SEE EXHIBIT 'A' ATTACHED HERETO FOR LEGAL DESCRIPTION

WHEREAS, said Declarant as owner and developer of the described property, intends to sell and convey 100% of the lots presently owned by Declarant and before doing so, desires to impose upon said 100 percent of the lots owned by Declarant mutual and beneficial restrictions, covenants, equitable servitude and charges under a general plan or scheme of improvement for the benefit of all of the lots therein, and the owners and future owners thereof.

NOW THEREFORE, Declarant declares that all of the property is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used occupied, and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitude upon each of said lots in favor of each and all other lots; to create reciprocal rights between the respective owners of all such lots; to create a privity of contract and estate between the owners and/or grantees of such lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots in Aspen Hill Court Parcel Map and their respective covenants shall bind the Declarant, executors, administrations and all future assigns, of Declarant, owner or grantees for and during the period ending February 17, 2020 after which this Declaration shall automatically extend for successive periods of ten years, provided, however, that

such conditions, restrictions and covenants, or any of them may be changed, supplemented or abolished in any of all particulars by the recordation in the office of the County Recorder of Douglas County, Nevada or a revocation of, amendment to, or supplemental declaration of restrictions duly executed and acknowledged by the owners of a majority of the lots comprising and participating in these restrictions.

I - DEFINITIONS

The following terms as used in this Declaration are defined as follows:

- A. Aspen Hill Court as Owner-Declarant.
- B. Declaration means this Declaration of Restrictions and any supplements or amendments thereto.
- C. Development means the described property and all real property situate therein, including any further redivision of the property by developer.
- D. Improvements means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, landscaping, light standard, antenna and other structures of any type or kind.
- E. Lot means and refers to any plot of land shown upon any recorded parcel map of the development with the exception of common area.
- F. Map means the maps of the development as they are from time to time recorded.
- G. Owner means:
 - 1. Any person or legal entity, including Declarant, who holds fee simple title to any lot within the development.
 - 2. Any person or legal entity who has contracted to purchase fee title to a lot pursuant to written agreement recorded in the Douglas County, Nevada, Recorder's Office, in which case the seller under said agreement shall cease to be the owner which said agreement is in effect.

II

The conditions, restrictions and covenants herein contained shall bind and insure the benefit of, and be enforceable by, Declarant, his heirs, executors and administrators, and all future assigns, or by the owner or owners of any said lots herein. The owners of any of said lots may institute and prosecute any proceedings at law or in equity against any person, firm or corporation, violating or threatening to violate, any of the conditions, restrictions or covenants herein contained. Any such action may be maintained for the purpose of preventing a violation or to recover damages for a violation or for both such purposes. The failure of Declarant, her successors, or assigns, or of any owner of any said lots to enforce any of the conditions, restrictions or covenants herein contained shall not be deemed a waiver of right to enforce them thereafter. Nothing herein shall be construed as preventing the application of any remedy given by law against a nuisance, public or private, the remedy of which shall be in addition to any other remedy or remedies now or hereafter provided by law.

III

Any invalidation of a specific condition, restriction or covenant by the judgement or order of any court of competent jurisdiction shall not affect the validity of the remaining conditions, restrictions and covenants which shall continue and remain in full force and effect. Any condition, restriction or covenant as invalidated shall be deemed separable from the remaining conditions, restrictions and covenants herein set forth.

IV - RESTRICTIONS, COVENANTS AND CONDITIONS

A. LAND USE:

1. Parcels in this subdivision may be used for one single family residence, with attached garage, and for no other purpose. No commercial activity of any kind may be carried on, nor shall anything be done which can be or become an annoyance or a nuisance to the neighborhood.
2. No business or profession shall be carried on or conducted upon any portion of said premises.
3. No temporary structure of any kind shall be created, constructed, permitted or maintained on any portion of said property prior to the commencement of the erection of a principal dwelling house thereon, and no guest house, garage, shed, tent, trailer,

basement or other building shall be used for permanent or temporary residence purposes at any time.

4. No trailer, bus, boat or recreational vehicle of any kind shall be permitted or maintained on any portion of said property unless said vehicles are provided with suitable enclosures so as to render them invisible from adjoining properties.

5. No dwelling having a ground floor area of less than 2000 square feet, exclusive of porches, patios, terraces, and garages shall be erected or maintained. All structures erected shall be built in a good workmanlike manner and be maintained in good condition. No building shall be moved from any other location onto any lot.

6. In no event shall either the location of the building or its height affect adjoining properties so as to materially or unreasonably diminish or restrict their potential view.

7. All structures must be built at the natural site level or grade, except where a necessary cut is required to establish a reasonably level building site. No fill shall be used in such case in excess of the amount of earth removed from the cut except for landscaping.

8. When a construction of any structure is commenced upon any of said lots, the owner thereof shall prosecute, with all reasonable diligence, the completion thereof and shall complete the construction thereof within nine (9) months from the date of commencement.

9. No flat roofs will be allowed. All roofs must be of approved material to meet the standards of the local Fire Department regulations. All materials for roofing must be submitted to the architectural committee. Composition roofing is allowable, but must be Presidential Grade or better. No less than 6/12 pitch.

10. No metal, composition or fabricated siding materials will be allowed. Special consideration will be given to acceptable natural materials so long as they are in good taste and in keeping with the natural environment of the area. All siding materials and veneer materials are to be submitted to the Architectural Review Committee.

11. A guest house or separate living quarters not an integral part of the main living unit will be permitted. All plans subject to architectural review and Douglas County ordinance.

12. Each owner of any portion of the tract hereinabove described shall be responsible for their own domestic water supply. No free standing pump houses.

13. No lot shall be subdivided into smaller lots or parcels of land to obtain additional building sites.

14. Declarant reserves for the purpose of installing and maintaining public utility facilities, drainage facilities, and for such other purpose incident to the development of the subject property, certain easements, all of which are shown on the recorded maps of said property. Declarant also reserves the right to create easements and rights-of-way for public utility use, drainage purpose, or any one or more of the same across any lot, provided, however, that said easements and right-of-way shall be located along one or more of the property lines and extending not more than ten feet therefrom and the exercise of the rights thereunder do not interfere with any of the buildings or improvements located on the property.

15. No billboards or signs of any character shall be permitted on any lot except a sign not larger than 72 square inches, setting forth the name of the owner or occupant of a lot and with the only exception of a "For Rent" or "For Sale" sign not larger than 216 square inches. No signs of a commercial nature shall be erected at any time. All signs must be professionally or commercially lettered.

16. No antenna or satellite dishes shall be installed, excepting only satellite dishes of the small variety (up to 18") will be allowed.

17. No animals, livestock, or poultry of any kind shall be raised, bred or kept except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and provided they do not become a nuisance to other property owners.

18. All brush or other combustible materials shall be cleared to a distance of 25 feet from the perimeter of the main building and the area suitably landscaped. Wherever possible, native ground cover shall be maintained, however if (and when) brush is removed, appropriate replacement ground cover will be installed immediately.

B. ARCHITECTURAL REVIEW COMMITTEE

1. The Architectural Review Committee shall consist of Marsha L. Tomerlin for the purpose of architectural review. In the event of resignation, incapacity, failure or death, Don Toussau shall fill the vacancy.

2. The Architectural Review Committee shall examine and approve or stipulate reasonable changes or alterations in plans for any structure, dwelling unit, outbuilding, pool, hedge, fence or wall to be constructed on any lot. Said changes or alterations in plans duly submitted to the committee shall be made only in the best and continuing interest of maintaining a superior tone and quality of architecture throughout the subdivision.

3. No dwelling unit, garage, fence, wall, retaining wall or any type of construction activity, including grading and/or removal or natural cover, shall be commenced or placed upon any lot until two complete sets of plans and specifications thereof, including front, side and rear elevations, along with floor plans for each floor abasement, exterior color scheme thereof and plot plan indicating and establishing the exact location of all structures including landscape details, shall have first been submitted in writing to the committee for approval, and said approval obtained in writing from the Architectural Review Committee. It is recommended that preliminary drawings be presented before final plans and specifications are completed. Said approval will be effected by the endorsement of the Committee on both sets of plans, one set of which will be retained by the Committee and one set returned to the lot owner.

4. If any redecorating or alterations of the exterior of any existing structure be proposed without remodeling or adding to or effecting structural changes in any existing structure, it shall be necessary only to file an exterior color scheme or such changes and to receive written approval of the Architectural Review Committee prior to commencing said work. When exterior redecoration, alteration, additions or remodeling effect structural changes, the provisions of Paragraph 3 must be met and the submission is subject to the provisions of Paragraph 5.

5. Approval by the Architectural Review Committee of any given plan, plan alterations or change may be withheld due to noncompliance with any of the specific requirements of the Declaration of Restrictions, or due to reasonable disapproval of the Committee as to the location of the building site upon any lot; appearance, construction materials to be used therein or thereon, the lot grading plan, the harmony of a proposed structure with the surrounding area and homes. At no time shall the Committee action, on any matter submitted to it, take more than fifteen (15) days from the date of such submission.

6. All front yard fences shall be split rail wooden structures of natural wood not to exceed four (4) feet in height or as approved by committee. Use of fences or walls to delineate property lines will be discouraged. All back yard fences shall not exceed six (6) feet in height.

7. All utility connections and service lines installed to each individual lot, dwelling unit or outbuilding will be installed underground, including electric service and telephone cable in accordance with accepted construction and utility standards.

8. All private driveway encroachments connecting with the public streets or roads shall be provided where necessary with culverts of a suitable size or other approved means of accommodating run-off and drainage as approved by the County Engineering and Street Departments.

9. Within one year of completion of the main dwelling unit, each lot or parcel shall be landscaped from the front property line to the front building line in a manner suitable to the character and quality of the development and as set forth on the approved building plan, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.

10. No gravel yards are allowed in lieu of grass.

11. Every single family dwelling unit constructed within the development shall have on the same lot, covered automobile storage space for at least three (3), but not more than six (6) automobiles.

12. All roofs shall be constructed of a fire retardant material only.

13. During the construction period, all lot owners are responsible for the supervision of their contractor and his crews so that a minimum of natural vegetation is disturbed.

IN WITNESS WHEREOF, the undersigned hereunto sets her hand and seal the day and year first hereinabove written.

ASPEN HILL COURT

By: 
Marsha L. Tomerlin

ACKNOWLEDGMENT

STATE OF NEVADA)
)
COUNTY OF DOUGLAS) SS.

On the 30 day of May, 1995, before me a Notary Public in and for the said State, personally appeared Marsha L. Tomerlin who is duly authorized to act on behalf of Aspen Hill Court, known to me to be the person who executed the within instrument.

Sandy Storke

Notary Public



EXHIBIT 'A'

Legal Description

A parcel of land located within the Northeast one-quarter of Section 4, and the Northwest one-quarter of Section 3, both in Township 12 North, Range 19 East, MDB & M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 3, being a G.L.O. brass cap'

thence S. 89°39'27" ., along the North line of said Section 3, 6.56 feet to a point on the Westerly right-of-way line of Foothill Road as recorded in Book Z of Deeds, Page 543, of the Douglas County Recorder's Office;

thence 290.18 feet along said Westerly right-of-way line and the arc of a curve to the left having a central angle of 08°09'01" and a radius of 2040.00 feet, (chord bears S. 14°39'33" E., 289.94 feet);

thence S. 18°44'04" E., along said Westerly right-of-way line, 481.06 feet;

thence S. 71°15'56" E., 518.00 feet;

thence S. 86°58'42" W., 430.00 feet;

thence N. 10°03'39" E., 483.42 feet;

thence N. 00°04'46" E., 450.00 feet to a point on the North line of said Section 4;

thence S. 89°55'14" E., along said North line, 600.44 feet to the POINT OF BEGINNING.

Containing 14.843 acres more or less.

The basis of bearing for the above description is the East line of the Northeast one-quarter of said Section 4. (N. 0°09'00" E.) Per Record of Survey Map, Doc. #60761.

REQUESTED BY
Itiklo INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
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