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RAYMOND Gray
1407 Aldersgate
GARDNERVILLE, NV
89410

DECLARATION OF RESTRICTIONS

of

GRAY COURT SUBDIVISION

THIS DECLARATION, made this 15th day of August, 1998 by Raymond L. Gray and Lucia L. Gray, Husband and Wife hereinafter called "Declarants".

WITNESSETH: WHEREAS, said Declarants are the owners of Parcels 1,2,3,4,5,6,7 & 8 as shown on the Planned Development Map for Raymond L. Gray and Lucia L. Gray, Husband and Wife recorded in the office of the County Recorder of Douglas County, State of Nevada, on Nov. 20, 1998 in Book 1198, Page 4430 as Document No. 454651, Official Records.

WHEREAS, said Declarants, as owners, intend to sell parcels 1,2,3,4,6,7 & 8 within said division and desire to subject same to conditions, restrictions and covenants hereinafter set forth for the benefit of the area and future owners.

WHEREAS, such conditions, restrictions and covenants are intended as part of the program for maintaining standards in the area, which program contemplates that said parcels shall be only used for residential purposes of high quality.

**NOW, THEREFORE, THE FOLLOWING CONDITIONS,
COVENANTS, RESTRICTIONS APPLY:**

A. These conditions, restrictions and covenants shall be considered as covenants running with the land and shall bind the Declarants, their heirs, executors and administrators, and all future assigns, until January 2048, after which this Declaration shall automatically extend for successive periods of ten (10) years, provided, however, they may be changed, supplemented or abolished in any or all particulars by the recordation in the Office of the County Recorder of Douglas County, of an appropriate instrument duly executed and acknowledged by the owners of 6 of the 8 parcels.

B. These conditions, restrictions and covenants shall bind and inure to the benefit of, and be enforceable by, Declarants, and all future assigns, or by the owner of any of any parcel defined herein. The Architectural Review Committee (ARC) may institute and prosecute any proceeding at law against any entity violating or threatening to violate, any of the revisions herein contained. Such action may be maintained to prevent a violation on/or to recover damages for a violation. A failure to enforce any of these conditions, restrictions or covenants shall not be deemed a waiver or right to enforce them thereafter. Nothing herein shall be construed as preventing any legal remedy against a nuisance, public or private.

C. Any invalidation of a specific aspect by the order of any court of jurisdiction shall not affect the validity of the remaining features which shall continue and remain in full force and effect. Any conditions, restrictions or covenants as invalidated is deemed separable from the remaining conditions, restrictions and covenants herein set forth.

D. Notwithstanding anything to the contrary contained in any other provision hereof, the Declarant shall not be bound by these Covenants, Conditions and Restrictions herein contained shall in no way affect any other Covenant, Condition and Restriction herein contained but all such remaining Covenants, Conditions and Restrictions shall continue if full force and effect.

E. The restrictions, covenants and conditions to which each said property is subjected are as follows:

1. Only one private residence, together with garage, private recreation facilities and other appurtenances approved by the ARC shall be permitted. A detached guest or servants facility may be permitted providing:

a. total gross floor area is not more than 700 square feet, as per County zoning ordinances.

b. the premises are used solely for the support and convenience of the primary dwelling without charge.

2. Temporary residence in the form of trailers or R. V. s will only be allowed during the construction of the primary residence. No other temporary dwellings will be allowed This temporary use to be in accordance with all Douglas Co. ordinances and will be limited to no greater than 9 mos. from the date of permit issuance.

3. No dwelling shall have a total floor area of less than 2000 square feet, exclusive of porches, patios, terraces, and garages. All structures erected shall be built in a good workman like manner and not be moved from any other location onto any lot.

4. All structures erected on any lot in the Subdivision shall be constructed in a good workman like manner and shall be maintained in good condition. Each owner shall maintain the lot and all structures and improvements on the lot in a neat, orderly and well groomed manner.

5. The architectural style and finish materials of all outbuildings shall conform to the architectural style of and the finish materials used in the primary residence.

6. Fencing: All fencing design and materials shall be approved by the ARC. Frontage fencing shall not be allowed as considered from the front of the dwelling to the public right of way. Rear or sideyard fencing will be of the open type, solid fencing will be allowed only as a screen of reasonable size.

7. Landscaping will be completed within 1 year of receiving your Certificate of Occupancy from Douglas County. The area referred to in this landscaping requirement is the entire front of the property from the dwelling to the right of way, and from side property line to side property line and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development.

8. Installation of any television dish or any television or radio antenna exceeding five (5) feet in height above any roof line must first be approved by the Archeitctural Committee.
9. No clothes line shall be constructed or erected which would be visible from the street, or adjoining properties.
10. Boats, trailers, campers, and other outside storage, if any, shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and streets. Any out buildings constructed and approved by Douglas County must be of the same architectural type as the residence.
11. No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any parcel and the owner thereof shall cause all such material to be removed in accordance with accepted sanitary practice. All garbage or trash containers and other such facilities must be enclosed in areas so as not to be visible from adjoining properties or from the street and secured against animal intrusions.
12. A limited number of farm animals shall be permitted on any lot in the Subdivision in conjunction with a 4-H Club or similar project or for the owner's food and per Douglas County ordinances. All such animals shall be kept in fenced enclosures and pens. No such pens or enclosures shall be located within one hundred and fifty (150) feet of any road or within seventy five (75) feet of any side or rear property line. Proper measures to control noise, odors, insects, vermin etc. shall be taken by each property owner keeping such farm animals. A total of 2 horses are permissible on any lot except lot # 5 in which the maximum allowed by Douglas County code is allowed on the lower portion of the property. All pets shall be so controlled and restrained as not to run at large or become a nuisance or annoyance to the neighborhood.
13. The Right of Way easement and property line "V" ditches must be maintained continuously by the owner of the lot, and shall be kept free of debris, trash and weeds to protect all properties from the threat of flooding. This also applies to the culvert each owner will install as a means of access to their lot. In the event the owner does not maintain the aforementioned "V" ditches and culverts, Douglas County or their agents and/or the owners of the effected properties, shall have the right to enter onto the subject property to correct the situation and shall have the right to lien the property and property owner to recover any cost in conjunction with said repairs/maintenance.
14. The planting of trees is encouraged in locations not obstructing views from adjacent lots or causing conflict with underground utilities in easement areas.

E. Architectural Review: In order to provide for the orderly development of this development and to maintain a reasonable architectural character, there is hereby created an Architectural Review Committee, initially to be Raymond L. Gray, Lucia L. Gray, Autum G. Resney and Shannon G. Roberson

1. The Architectural Review Committee shall examine and approve, or stipulate reasonable changes or alterations in, all plans for any structure, pool, hedge, fence or wall to be constructed on any lot. In the event of resignation, incapacity, failure or death in the Architectural Review Committee, the parcel owners shall determine a replacement. The Committee may establish internal rules, regulations and procedural details and provide same to all applicants.

2. No structure, fence, wall or any other type of construction activity, including grading and/or removal of natural cover, shall be commenced upon any parcel until two complete sets of plans and specifications, including front, side and rear elevations, floor plans, basement, exterior color scheme thereof and plot plan establishing the exact location of all features including landscape details, shall have first been submitted to the Committee for approval, and said approved obtained in writing. Preliminary drawings may be presented before final plans and specifications are completed. Approval will consist of endorsement on both sets of plans, one set to be retained by the Committee; the other set returned to the applicant.

3. If any redecorating or alteration to the exterior of any structure is proposed without affecting structural changes, it shall be necessary only to file an exterior color scheme of such changes and to receive written approval of the Committee prior to commencing work. When exterior redecoration, alteration, additions or remodeling affect structural changes, the provisions of Paragraph 2 above must be met.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions the day and year first above written.

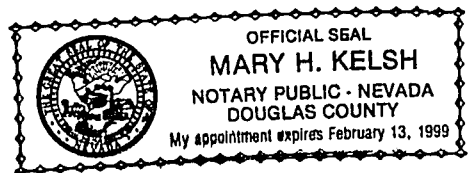
Raymond L. Gray
Declarant, Raymond L. Gray

Lucia L. Gray
Declarant, Lucia L. Gray

State of Nevada)
) ss.
County of Douglas)

On this day of 23rd of Nov, in the year, 1998, before me MARY H. KELSH
Notary Public, personally appeared Raymond L. Gray and Lucia L. Gray, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he/she executed it.

Witness my hand and official seal
Mary H. Kelsh
Notary Signature for said County and State
My commission expires: 2-13-99



COPY

REQUESTED BY
Raymond Gray
IN OFFICIAL RECORDS OF
DOUGLAS CO.: NEVADA

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RECORDER
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