

19. ✓ Country Lane Property & Water Management Association
P.O. Box 2732
Gardnerville, NV 89410

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

COUNTRY LANE SUBDIVISION

DOUGLAS COUNTY, NEVADA

THIS DECLARATION is made this 28th day of January, 1981, by COUNTRY LANE PARTNERSHIP, a Nevada general Partnership, revised the 29th day of March, 2000 by COUNTRY LANE PROPERTY AND WATER MANAGEMENT ASSOCIATION, hereinafter called "DECLARANTS".

WITNESSETH

WHEREAS, said Declarants are the owners of all of the lots embraced within the boundaries of COUNTRY LANE SUBDIVISION, according to the map thereof filed in the Office of the County Recorder of Douglas County, State of Nevada, on the 4th day of February, 1981, and

WHEREAS, said Declarants as owners intend to sell said lots within said subdivision and desire to subject same to covenants, conditions and restrictions hereinafter set forth for the benefit of the area and present and future owners thereof, and

WHEREAS, such covenants, conditions and restrictions are intended as part of the general program for the improvement of the subdivision, which program contemplates that said lots shall be used for residential purposes of high quality and are for the benefit of said subdivision and designated lots therein, and shall inure to and pass with said subdivision and lots therein.

NOW, THEREFORE, the said Declarants hereby declare that all designated lots in COUNTRY LANE SUBDIVISION in Douglas County, Nevada, are held by them and shall be conveyed subject to the following covenants, conditions and restrictions, to-wit:

A. These covenants, conditions and restrictions shall be considered as covenants running with the land and shall bind the Declarants, their heirs, executors and administrators, and all future assigns, or any part or parts thereof, for and during the period ending 1 January 2000, after which these Declaration of Covenants, Conditions and Restrictions shall automatically extend for successive periods of 10 years, provided, however, that such covenants, conditions and restrictions or any of them, may be changed, supplemented or abolished in any or all particulars by the recordation in the

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Office of the County Recorder of Douglas County, Nevada, or a revocation of, amendments to, or supplemental declaration of covenants, conditions or restrictions duly executed and acknowledged by the owners of not less than a majority of the lots comprising and participating in these restrictions.

B. The covenants, conditions and restrictions herein contained shall bind and inure to the benefit of, and be enforceable by Declarants, their heirs, executors and administrators and all future assigns, or by the owner or owners of any lot or lots defined herein. The Architectural Committee or any owner or owners of any of said lots may institute and prosecute any proceeding at law or in equity against any person, firm or corporation, violating or threatening to violate, any of the covenants, conditions and restrictions 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 Declarants, their successors, or assigns, or of any owner of any of said lots to enforce any of the covenants, conditions or restrictions 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.

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

D. The covenants, conditions and restrictions to which said property is hereby subjected is as follows:

1. Parcels in this Subdivision may be used for family residences only, with 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 hospital, sanitarium, rest home, public boarding or lodging

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house, store, butcher shop, grocery, profit or non-profit day care or child care center, or other business or commercial enterprise shall carry on or conduct upon said property, or any portion thereof, nor shall any noise or offensive activity be carried on, on said property, or any portion thereof, nor shall anything be done which shall be or become an annoyance or nuisance to the neighborhood.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except temporary structures used by contractors during the course of construction which shall be removed forthwith upon completion of the construction work. Notwithstanding the above restrictions, a maximum of one outbuilding may contain living quarters which:

- a. is permitted only on a parcel on which there is also a main single-family dwelling unit
- b. may not be rented as living quarters separately from the main dwelling unit
- c. shall be architecturally compatible with the main dwelling
- d. shall be limited to a maximum of 700 square feet of livable area
- e. shall be provided with one off-street parking space in addition to that required for the main dwelling
- f. must be in full accordance with all CC&Rs of the subdivision

The purpose of this article is to allow the property owner to provide a separate living quarters for guests and family and not to allow its use as rental property.

4. No trailer, bus or recreational vehicle of any kind shall be permitted or maintained on any portion of said property unless said vehicles are located at least 75 feet back from the street side of the lot and in no case shall be between the house and any street.

5. No dwelling having a ground floor area of less than (1,700) square feet, exclusive of porches, patios, terraces, and garages shall be erected or maintained. All structures erected shall be built in good workmanlike manner and be maintained in good condition. No building, shall be moved from any other location on to any lot. If a two-story design is approved, the ground floor square footage shall be at least

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(1,400) feet.

6. The exterior woodwork of all houses, building and structures erected or constructed on said property shall be of superior design and quality of stone, brick, plaster, stucco or wood painted with at least two (2) coats of paint, varnish or other stain within thirty (30) days after completion and before occupancy. At no time will the exterior of any houses, buildings, structures and fences be allowed to approach a state of aesthetic deterioration such that they become a visual nuisance to the neighborhood. Any property not inhabited by the parcel owner must be maintained to CC&R standards of said subdivision. No exteriors shall be of harsh color and all colors must be submitted to the Architectural Committee for approval.

7. When the construction of any structure is commenced upon any of the said lots, the owner thereof shall prosecute with all reasonable diligence, the completion thereof and shall complete the construction thereof within twelve (12) months from the date of commencement. Said dwelling shall not be used as a residence prior to said completion.

8. No flat roofs will be allowed. Roofs shall be of shake or other material of superior quality with a manufacturer's warranty for life expectancy of thirty years minimum. Samples and specifications must be submitted to the Architectural Committee for approval. All local Fire Department regulations must be complied with.

9. No antenna or other structure shall ever exceed 35 feet in height, per Douglas County Building Code.

10. No part or portion of any building of any kind shall be constructed or maintained upon any residence closer to the centerline of the roadway than 75 feet, not less than 30 feet from any side line, or not less than 50 feet from any rear line thereof.

11. Each owner of any portion of the tract herein-above described shall be responsible for their own domestic water supply. Each individual

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well is to be wired separately from the house.

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

13. No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any of said lots, and the owner thereof shall cause all such material to be disposed of by and in accordance with accepted sanitary practice. All garbage or trash containers, oil tanks, and other such facilities must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties or from the streets. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly, sightly and well-groomed manner.

14. No obnoxious, offensive or disturbing activity of any kind shall be permitted on said property or any portion thereof or within any building.

15. All motor driven cycles shall be used solely for the purpose of transportation. No racing shall be carried on within the entire boundaries of the Subdivision.

16. Declarants reserve 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. Declarants also reserve the right to create easements and rights-of-way for public utility use, drainage purpose, television cables, or any one or more of the same across any lot, provided, however, that said easements and rights-of-way shall be located along one or more of the property lines and extending not more than 10 feet therefrom and the exercise of the rights thereunder do not interfere with any of the buildings or improvements located on the property.

17. No billboards or signs of any character shall be permitted on any lot except a sign not larger than 288 square inches, setting forth the name of the owner or occupant of a lot and with the exception of one only "For Rent" or "For Sale" sign not larger than 900 square inches. No

signs of a commercial nature shall be erected at any time. All signs must be professionally or commercially lettered. The only exception thereto will be by the express written permission of the Architectural Committee.

18. No work or exploration for any minerals, or drilling for any minerals, or mining of any minerals or quarrying of any rock, minerals, soil or material of any nature shall be conducted on any lots nor shall any excavation of any nature be made upon said property or any portion thereof, except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, and the construction of dwellings and appurtenant structures, pond and irrigation ditches where applicable.

19. No obstructions, including fences, of any kind are allowed within the bridle path and irrigation and drainage ditch operation and maintenance easements. All existing fences along the boundary of Country Lane Subdivision shall not be disturbed and left in their existing location.

20. Animals for domestic pleasure or consumption are permitted, provided they do not become a nuisance to other property owners. Small animals except cats and dogs shall be restricted from the front 100 feet of the property.

21. All brush or other combustible materials to a distance of 25 feet from the perimeter of the main building shall be cleared and the area suitably landscaped within one year.

22. No firearms may be discharged within the Subdivision.

23. No inoperable or unlicensed vehicles or vehicle parts shall be stored on the premises for more than 30 days except in a fully enclosed building. No major automobile repair may occur unless completely hidden from view.

24. The Carson River surface water rights appurtenant to the individual lots cannot be transferred from the lots to any other place of

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use.

25. Each lot owner will be responsible for developing an irrigation water management plan, which shall be approved by the Soil Conservation Service or the local Conservation District, and the approved plan shall be strictly adhered to in the development of the individual lot irrigation systems.

26. All lot owners will follow the irrigation schedule for Country Lane Subdivision, as established by the Irrigation Water Management Agreement made a part of these Restrictions.

27. Each lot owner will be responsible for the installation of the diversion structure or structures in the existing irrigation ditches, for the irrigation of his individual lot or lots and for the "on-site" irrigation system on the lot or lots. All diversion structures to be constructed by lot owners in the existing ditches to divert water to the individual lots shall be approved before their installation by the Board of Directors and either the local Conservation District or the Soil Conservation Service.

28. Property corners will be set at the intersection of the lot lines and the bridle path and irrigation and drainage ditch operation and maintenance easements.

29. No septic tanks or leach fields shall be constructed in the Jubilee peat or Dressler sandy loam soil series, which may occur along the western side of Lots 1, 3, 4, 5, 6, 7, 8, 9 and 10. The local Conservation District or the Soil Conservation Service shall verify the soils' type in the above-mentioned area before the subject lot owners construct an individual sewage disposal system on the subject lots.

30. All driveway culverts shall be installed so that the invert of the culverts is level with the flowline of the ditch in which it is being placed.

31. All driveways crossing the combination irrigation and stormwater runoff ditch on the east side of Country Lane providing access to Lots

15, 16, 17, 18, 19, 20 and 22 in Block "C" shall have corrugated steel pipe-arch culverts installed under them and the culverts shall be a minimum length of 34 feet and have a minimum span of 28 inches, a minimum rise of 20 inches and a minimum thickness of 0.109 inches. All culverts shall have concrete headwalls on both ends installed as per Nevada State Highway Department Specifications.

32. All driveways crossing the combination irrigation and stormwater runoff ditch on the west side of Country Lane providing access to Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block "B" shall have corrugated steel pipe-arch culverts installed under them and the culverts shall be a minimum length of 34 feet and have a minimum span of 35 inches and a minimum rise of 24 inches and a minimum thickness of 0.109 inches. All culverts shall have concrete headwalls on both ends installed as per Nevada State Highway Department Specifications.

33. All driveways crossing the stormwater runoff ditch on both sides of Kimmerling Drive providing access to Lots 1 and 2 in Block "A" and Lots 3 and 4 in Block "B" and Lot 15 in Block "C" shall have corrugated steel pipe round culverts installed under them and the culverts shall have a minimum diameter of 15 inches and a minimum thickness of 0.079 inches. All culverts shall have concrete headwalls on both ends, installed as per Nevada State highway Department Specifications.

34. All driveways crossing the combination irrigation and stormwater runoff ditch on the west side of Marron Way providing access to Lots 13 and 14 in Block "B" and Lots 21 and 22 in Block "C" shall have corrugated steel pipe-arch culverts installed under them and the culverts shall be a minimum length of 34 feet and have a minimum span of 35 inches and a minimum rise of 24 inches and a minimum thickness of 0.109 inches. All culverts shall have concrete headwalls on both ends, installed as per Nevada State Highway Department Specifications.

35. All driveways crossing the combination irrigation and stormwater runoff ditch on the east side of Marron Way, providing access to Lots 23 and 24 in Block "D" and Lot 34 in Block "E", shall have a corrugated

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steel pipe round culvert installed under them and the culverts shall be a minimum length of 34 feet, have a minimum diameter of 21 inches and a minimum thickness of 0.109 inches. All culverts shall have concrete headwalls on both ends, installed as per Nevada State Highway Department Specifications.

36. All driveways crossing the combination irrigation and stormwater runoff ditches on both sides of Meadowlark Circle, providing access to Lots 27, 28, 29, 30, 31, 32, 33 and 34 in Block "H" and Lots 23, 24, 25 and 26 in Block "D" shall have a corrugated steel pipe round culvert installed under them and the culverts shall be a minimum length of 34 feet, have a minimum diameter of 18 inches and a minimum thickness of 0.109 inches. All culverts shall have concrete headwalls on both ends, installed as per Nevada State Highway Department Specifications.

37. No building permits will be issued by Douglas County until Kimmerling Drive is constructed, accepted and dedicated to Douglas County.

38. Under the provisions of NRS 534.180, compliance with Chapter 533 and 534 of the Nevada Water Law is not required for a domestic use of water from an underground source which extends to culinary and household purposes in a single-family residence, the watering of a family garden, lawn and the watering of domestic animals, where the drought does not exceed a daily maximum of 1,800 gallons.

39. All driveways crossing the combination irrigation and stormwater runoff ditch on the east side of Marron Way, providing access to Lot 27 in Block "E", shall have a corrugated steel pipe round culvert installed under it and the culverts shall be a minimum length of 34 feet and have a minimum diameter of 18 inches and a minimum thickness of 0.109 inches. All culverts shall have concrete headwalls on both ends, installed as per Nevada State Highway Department Specifications.

40. Diversion of the public waters from an underground source in excess of 1,800 gallons per day or for more than one (1) single-family residence, or any other use, requires compliance with the provisions of NRS 533 and 534.

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E. Architectural Considerations: In order to provide for the orderly development of said subdivision and to aid in establishing a compatible architectural format, there is hereby created an Architectural Committee comprised of a minimum of four lotowners.

1. The Architectural 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. In the event of resignation, incapacity, failure or death of any member or members of the Architectural Committee, the remaining member or members shall fill any vacancy or vacancies. Further, the Architectural Committee shall have the power to establish its own internal rules and regulations and procedural details.

2. No dwelling unit, garage, fence, wall, outbuilding, retaining wall or any type of construction activity including grading and/or removal of natural cover, shall be commenced or placed upon any lot until two complete sets of plans and specification thereof, including front, side and rear elevations, along with floor plans for each floor and basement, 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 Committee. It is recommended that preliminary drawings be presented before final plans and specification 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.

3. 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 of such changes and to receive written approval of the Committee prior to commencing said work. When exterior redecoration, alteration, additions or remodeling effect structural changes, the provisions of Paragraph 2 must be met and the submission is subject to the provisions of Paragraph 4.

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4. Approval by the Committee of any given plan, plans, alterations or change may be withheld due to noncompliance with any of the specific requirements of this Declaration of Covenants, Conditions and 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, and the influence or effect any structure may have upon the view, outlook, or adjacent and/or neighboring homes. At no time shall the Committee action on any matter submitted before it take more than thirty (30) days from the date of submission.

5. No front yard fences shall be solid or over five (5) feet in height. Side and rear fences shall not be over six (6) feet in height. Barbed wire fences will not be allowed on street frontage.

6. All utility connections and service lines installed to each individual lot, dwelling unit or outbuilding will be installed underground, including electric service, water service, gas service, community antenna cable and telephone cable, in accordance with accepted construction and utility standards. Liquid petroleum gas tanks shall be concealed by housing of similar architectural design to the main structure. All other types of fuel tanks will be buried underground. Water pressure tanks and systems shall be enclosed either in the main structure garage or underground to be hidden from view.

7. Nothing which constitutes a barrier to safe driving sight distances, particularly at street intersections may be erected or allowed to grow.

8. All streets will be paved in accordance with the requirements of the Douglas County Engineer and streets will be dedicated to and maintained by said County.

9. All proposed buildings in the Country Lane Subdivision shall be approved by the Building Department of Douglas County, and a building permit issued for any such construction.

10. Declarant incorporates as part of these Covenants, Conditions and

Restrictions that certain Irrigation Management and Water Right Usage Agreement entered into between Country Lane Subdivision and the Country Lane Subdivision Water Users Association, which Agreement invests the Association and all landowners under these Covenants, Conditions and Restrictions with the right to enforce all provisions of the Management Agreement by all legal remedies and each lot in this subdivision is impressed with abiding by the terms and conditions of said Management Agreement as in existence and periodically thereafter amended as may be required by law or otherwise.

7th April, 2000
DATED

COUNTRY LANE PROPERTY AND
WATER MANAGEMENT ASSOCIATION

Carol Belew

By: Carol Belew
Carol Belew

Its: Secretary

Donald L. Morgan

By: Donald L. Morgan
DONALD L. MORGAN

Its: Treasurer

Robert M. Toom

By: Robert M. Toom
ROBERT M. TOORMINA

Its: Director

STATE OF NEVADA
COUNTY OF DOUGLAS

On this 7th day of April 2000, before me, Linda L Slater, the undersigned
Notary Public, personally appeared CAROL BELEW

() Personally known to me
(X) Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) IS
subscribed to the within instrument, and acknowledged that SHE executed it.

WITNESS my hand and official seal.

Linda L. Slater
Notary Public



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STATE OF NEVADA
COUNTY OF DOUGLAS

On this 7th day of April 2000, before me, Linda L Slater, the undersigned
Notary Public, personally appeared Donald L. Morgan

() Personally known to me

() Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is
subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Linda L. Slater
Notary Public

STATE OF NEVADA
COUNTY OF DOUGLAS

On this 7th day of April 2000, before me, Linda L Slater, the undersigned
Notary Public, personally appeared Robert M. TAORMINA

() Personally known to me

() Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is
subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Linda L. Slater
Notary Public

REQUESTED BY
Country Home Property & Water
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

\$19.00 PAID KE DEPUTY

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