

**BUCKBRUSH ESTATES
CONDITIONS, COVENANTS AND RESTRICTIONS**

The following covenants, condition, and restrictions are imposed on Buckbrush Estates, located within a portion of SW1/4 of Section 27, Township 14 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada (the "Development").

1. An architectural review and design committee (the "Committee") shall be established and be initially composed of three (3) members, Greg Davies, Theodore Gaines, and a third person selected by Theodore Gaines. Upon the sale of seventy percent (70%) of the lots, the members of the committee shall be changed to then be composed entirely of the individual owners of the lots. Two (2) sets of plans showing construction, materials, and location of the building on the parcel shall be submitted and approved by the Committee prior to any construction.
2. The 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 Development.
3. If any redecorating or alterations of the exterior of any existing structure be proposed without remodeling or adding to or affecting 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 affect structural changes, the provisions of paragraph 1 must be met.
4. Any subsequent alterations or additions to a residence affecting external appearance shall be subject to Committee approval.
5. Approval by the Committee of any given plan, plans, alterations or changes may be withheld due to noncompliance with any of the specific requirements herein, or due to reasonable disapproval of the Committee onto the locations 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, of adjacent and/or neighboring homes. The Committee will respond in thirty (30) days from the date of submission.
6. No building can be constructed or maintained upon any residential parcel closer than thirty (30) feet from the front or twenty (20) feet from the side or rear lot lines.

7. No residence shall be used for any purpose other than single-family residential use and no commercial activity of any kind may be carried on without the prior written approval of the Committee. Nor shall anything be done which can be or become an annoyance or a nuisance to the neighborhood. 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.
8. No business or profession shall be carried on or conducted upon any portion of the said premises, without permission from the Committee.
9. When the 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 within six (6) months from the date of commencement.
10. No dwelling having a floor area of less than 1,900 square feet, exclusive of decks, garages, or patios shall be erected or maintained on any parcel. A guest house may be erected subject to approval of the Committee.
11. No reflective roofs or metal exteriors shall be allowed. Natural looking wood and products which blend with the terrain will be encouraged. Fire retardant roof material only shall be used. 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.
12. There shall be reserved, for the purpose of installing and maintaining public utility facilities, drainage facilities, and for such other purposes incident to the development of the subject property, certain easements, all of which are shown on the recorded maps of said property. Easements and rights-of-ways may be created for public utility use, drainage purposes, television cables, or any one 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 an extending not more than ten (10) feet therefrom, and the exercise or the rights thereunder do not interfere with any of the buildings or improvements located on the property.
13. There shall be no deed, conveyance, agreement or other document executed, the terms of which separate surface or subsurface rights into different ownership.
14. All brush or other combustible materials must be kept at a distance of twenty-five (25) feet from the perimeter of the residence and shall be cleared and the area suitably landscaped. Whenever possible, native ground cover shall be maintained; however, if (and when) brush is removed, appropriate replacement ground cover will be installed immediately. Only so much of the natural cover and brush within the Development shall be removed as is necessary to permit construction or permitted

improvements thereon and the construction of necessary access driveways, except that additional natural cover may be removed to accommodate the planting of lawns and to permit the installation of permanent landscaping, shrubs, and vegetation when the natural cover is removed of the natural growth, and such landscaping shall be permanent. Nothing herein contained shall prohibit the construction of a firebreak ten (10) feet in width surrounding the subject premises.

15. Domestic animals may be raised within the Development. Any others must be approved. Animals must be pets and not used for breeding or commercial ventures. Two (2) horses will be permitted per lot. Any and all animals must be controlled, kept on the property by means of pens or fencing, and cannot cause a nuisance or annoyance to the neighborhood by means of intrusion, noise, or pest control. Pens and yards must be kept clean of animal debris at all times.
16. All streets will be paved in accordance with the requirements of the Douglas County Department of Public Works, and streets will be dedicated to and maintained by said county.
17. No firearms may be discharged in the area.
18. No structure of temporary character, such as travel trailers, campers, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time on a permanent basis.
19. Motor homes or mobile homes are not allowed for permanent living purposes, but guests may stay in motor homes or recreational vehicles on the premises for no more than two (2) weeks at a time. All recreational vehicles must be kept in storage or out of view from the road. The Committee will aid owners on the proper type of coverage or fencing for motor homes and recreational vehicles.
20. No billboards or advertising signs shall be erected or maintained on any residential parcel except "For Sale" signs and signs advertising the builder or contractor engaged in construction of buildings. Such signs shall be a maximum of five (5) square feet in area.
21. No outdoor clothes lines will be permitted unless completely out of view
22. All rubbish, trash, or garbage shall be regularly removed from a lot and shall not be allowed to accumulate thereon, including unused automobiles and equipment. Each owner shall cause all such material to be disposed of by and in accordance with accepted sanitary practices. All garage or trash containers, and other such facilities must be 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.

23. There shall be a right of the developer to keep a maximum of two (2) trailers on the premises for storage of materials and advertising together with the right to erect and maintain signs advertising the Development until such time as eighty percent (80%) of the Development is complete at which time the trailers and the signs shall be removed. The trailers shall be kept in good condition and repair.
24. No fences of any description located on or along any boundary line shall be constructed at a height over six feet (6') and all fences must conform to any fences already installed on boundaries of the Development. All fences shall be three rail in approved vinyl. Any other type of fences shall be allowed on review by the Committee only.
25. All paint samples must be approved by the Committee. Colors must be earth tones in greens and browns. Paint colors for new homes as well as repainting or changes in paint colors must also be approved by the Committee.
26. 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.
27. Within one (1) year of completion of the main dwelling unit each lot or parcel shall be landscaped from the curb line and/or lakeside 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.
28. Each lot owner, for their benefit, and the benefit of other lot owners in the Buckbrush Estates Subdivision shall be solely responsible for the maintenance, repair, and upkeep of all drainage easements, channels, ponds, and other drainage infrastructure on their lot as the same appear on the Final Maps for Buckbrush Estates Subdivision and as shown on the Improvement Plans as approved by and on file with Douglas County. This language shall also appear as a Deed Restriction. If a lot owner shall fail to maintain, repair or keep up the drainage easements, channels, ponds or other drainage infrastructure on their lot, any other lot owner in the Buckbrush Estates Subdivision may exercise any and all remedies at law or in equity against the defaulting lot owner including lien rights in accordance with the provisions of N.R.S. Section 116.2101. The prevailing party shall be entitled to an award of fees and costs.

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29. These covenants, conditions, and restrictions shall run with the land and shall be binding on all parties and all persons claiming under any deed or contract to the premises or any part thereof, for a period of ten (10) years from the date this instrument shall be filed, after which time said covenants, conditions, and restrictions shall be automatically renewed unless the owners of fifty-one percent (51%) of the parcels therein petition dissolution or amendment of these restrictions.

DATED:

Theodore Gaines Trustee
THEODORE GAINES, Trustee
THEODORE GAINES 1996 TRUST

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

SUBSCRIBED AND SWORN before me this 8th day of Aug, 2000.

Witness my hand and official seal.



Carol Costa
NOTARY PUBLIC

AFTER RECORDING:

KRJ\GAINES\DOCS\BRUCKBRUSH CC&Rsfinal

AFTER RECORDING:
THEODORE GAINES
P.O. BOX 2713
GARDNERVILLE, NV 89410

REQUESTED BY
Theodore Gaines
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 AUG -9 PM 1:45

LINDA SLATER
RECORDER

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\$ 11.00 PAID bc DEPUTY

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