

WHEN RECORDED MAIL TO:  
Michael G. Alonso  
Jones Vargas  
100 West Liberty Street, 12<sup>th</sup> Floor  
Reno, Nevada 89501

APN'S: 15-020-18  
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THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN. FIRST AMERICAN TITLE COMPANY OF NEVADA

### DECLARATION OF RESTRICTIVE COVENANT

This DECLARATION OF RESTRICTIVE COVENANT (the "Declaration") is made and entered into as of February 27, 2001 by ("Declarant"), with reference to the following facts and purposes:

#### RECITALS

- A. Declarant is the owner of the real property described in Exhibit A (the "Burdened Property") which exhibit is attached hereto and incorporated herein by reference.
- B. Declarant desires to subdivide the Burdened Property into lots for the construction of a single family residential home on each lot, and, Declarant desires to provide assurances to Douglas County (the "County") and the Alpine View Homeowner's Association (the "Association") concerning the maximum number of lots which may be created within the Burdened Property and access to Bavarian Drive.
- C. Before conveying any interest in the Burdened Property, Declarant desires to subject the Burdened Property to the restrictions set forth herein for the benefit of the County and the Association.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Restriction. Declarant hereby declares that the Burdened Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictive covenants:

- a. No more than three hundred (300) lots may be created within the Burdened Property, it being intended that each lot contain one single family residence and that the Burdened Property be improved with not more than three hundred (300) single family residences.
- b. In the event the County finally approves a Master Plan amendment in favor of the Burdened Property from "agricultural" and "forest and range" to a "receiving area" as those terms are defined in the Douglas County Master Plan adopted in 1996, as amended, Bavarian Drive shall only be used for emergency access to the Burdened Property. Notwithstanding the preceding sentence to the contrary, Bavarian Drive may be used by Declarant or Declarant's successors and assigns for access onto the Burdened Property for the construction and installation of major utilities and other utility and roadway related improvements to the Burdened Property.

2. Running of Benefits and Burdens. The provisions of this Declaration (i) shall run with and burden each of the Burdened Property and shall be binding on Declarant and its respective heirs, successors, assigns and transferees, including all future owners of any portion of the Burdened Property, and (ii) inure to the benefit of the County, for a term of ninety-nine (99) years from the date this Declaration is recorded. Each owner of any portion of the Burdened Property and the respective heirs, successors, assigns and transferees of each, and all persons claiming by, through, or under them, shall be taken to hold, agree, and covenant with the County to conform to and observe all of the terms and conditions contained in this Declaration.

3. Addresses. All notices given hereunder must be in writing and shall be given to the parties as follows:

If to Declarant:

Incline Energy, LLC  
224 Kingsbury Grade  
Stateline, Nevada 89449  
P.O. Box 12219  
Zephyr Cove, Nevada 89448  
Attention: Wayne L. Prim, Jr.

with copy to:

DGD Development  
4126 Technology Way, Suite 101  
Carson City, Nevada 89706  
Attention: John Serpa, Sr.

If to the County: Douglas County  
1594 Esmeralda Avenue  
Minden, Nevada 89423  
Attention: County Manager

If to the Association: Alpine View Homeowner's Association  
3375 Bernese Court  
Carson City, Nevada 89705  
Attention: Chairman of the Association

All notices required or desired to be given under this Declaration shall be in writing. Notices shall be effective upon the earlier of three days following the deposit of such notice, postage prepaid, in the United States Mail or actual receipt of such notice.

4. No Gift or Dedication. Nothing contained in this Declaration shall be deemed to constitute a gift or dedication of all or any portion of the Burdened Property nor, except as otherwise expressly provided herein, the creation of any other rights to or for any homeowners association, architectural committee or the general public, any public utility or any public purposes whatsoever.

5. Prevailing Party's Right to Recover Fees. The prevailing party in any action or proceeding to enforce or interpret this Declaration shall be entitled to recover as part of its costs a reasonable attorney's fee.

6. Mortgagee Protection. No violation of any of the provisions in this Declaration shall defeat or render invalid the lien of the holder of any indebtedness, or the renewal, extension or refinancing thereof, made in good faith and for value, and secured by any recorded deed of trust, mortgage or other security interest in favor of or for the benefit of any bona-fide lender.

7. Captions. The paragraph headings and titles contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

8. Waiver. No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9. Amendments. Any amendments to this Declaration shall be in writing and shall require the consent of the County.

10. Effectiveness. This Declaration shall not become effective unless and until the County approves a Master Plan amendment in favor of the Burdened Property from "agricultural" and "forest and range" to a "receiving area" as those terms are defined in the Douglas County Master Plan adopted in 1996, as amended, and all appeal periods on such approval have expired. In the event the above-described master plan amendment has not been approved (and all appeal periods

have run) .within six (6) months of the date of recordation of the this Declaration, this Declaration shall immediately become null and void and have no effect whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first above written.

Clear Creek Ranch, LLC, a Nevada limited liability company

By: [Signature]  
JOHN SERPA WAYNE L. PRIM

Its: MANAGERS

STATE OF NEVADA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on February 28, 2001 by Wayne L. Prim, as the Managing Member of Clear Creek Ranch, LLC.



[Signature]  
Notary Public

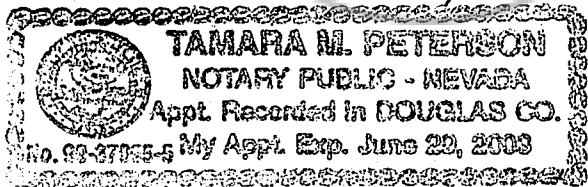
My commission expires: 11-08-01

STATE OF NEVADA

COUNTY OF Douglas

ss.

This instrument was acknowledged before me on March 5th, 2001, by John Serpa as Managing Member of Clear Creek Ranch, LLC a



0510016

Signature [Signature]  
Notary Public for Nevada

My commission expires 06/29/03  
BK 0301PG1898

## Legal Description

All that certain real property located in Sections 2, 3, 4, 9 & 10, Township 14 North, Range 19 East, Mt. Diablo Meridian, within the County of Douglas, State of Nevada and more particularly described as follows:

Parcel #2 of "Map of Division" for the Estate of Harry R. Schneider, filed in Book 0100, Page 3481, as Document No. 484935 in the Office of the Douglas County Recorder on January 24<sup>th</sup>, 2000; Further delineated on that certain Record of Survey for Prim Holdings, Inc., filed in Book 0600, Page 3610, as Document No. 494257 in the Office of the Douglas County Recorder on June 16<sup>th</sup>, 2000, also described as:

Commencing at the Section Corner common to Sections 4, 5, 32, & 33, Township 14 North, Range 19 East M.D.B. & M., said point also being the **TRUE POINT OF BEGINNING**, thence through the following courses;

1. N 89°19'56" E, 1325.69 feet;
2. Thence S 00°08'36" W, 1320.92 feet;
3. Thence N 88°54'35" E, 454.91 feet;
4. Thence S 64°51'04" E, 147.82 feet;
5. Thence S 32°11'13" W, 325.00 feet;
6. Thence S 27°18'19" E, 320.00 feet;
7. Thence N 54°42'28" E, 595.00 feet;
8. Thence N 42°30'16" E, 400.00 feet;
9. Thence N 00°27'38" E, 656.41 feet;
10. Thence N 89°06'10" E, 2651.73 feet;
11. Thence N 00°24'53" E, 50.00 feet;
12. Thence N 31°21'59" E, 45.79 feet;
13. Thence S 58°38'01" E, 835.11 feet to a point of curve concave to the north, included angle of 48°51'32", curve length of 426.37 feet and radius of 500.00 feet;
14. Thence N 72°30'27" E, 109.80 feet to a point of curve concave to the south, included angle of 09°03'38", curve length of 75.11 feet and radius of 475.00 feet;
15. Thence S 00°54'30" W, 1629.37 feet;
16. Thence N 89°13'59" E, 1330.59 feet;
17. Thence N 89°12'25" E, 1317.09 feet;
18. Thence N 00°32'52" E, 1871.23 feet to a point of curve concave to the north, included angle of 14°38'26", curve length of 91.22 feet and radius of 357.00 feet;
19. Thence to a point of curve concave to the north, included angle of 19°33'47", curve length of 97.31 feet and radius of 285.01 feet;
20. Thence to a point of curve concave to the north, included angle of 20°04'46", curve length of 184.41 feet and radius of 526.21 feet;

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EXHIBIT A Continued

21. Thence N 51°23'41" E, 206.15 feet to a point of curve concave to the south, included angle of 25°46'08", curve length of 191.14 feet and radius of 425.00 feet;
22. Thence N 77°09'49" E, 98.24 feet to a point of curve concave to the north, chord bearing 35°48'45", curve length of 203.14 feet and radius of 325.00 feet;
23. Thence N 41°21'04" E, 174.02 feet to a point of curve concave to the south, chord bearing 12°51'27", curve length of 325.39 feet and radius of 1450.00 feet;
24. Thence N 89°23'06" E, 1315.46 feet;
25. Thence S 00°14'39" W, 1313.66 feet;
26. Thence N 88°44'35" E, 1311.79 feet;
27. Thence S 00°25'29" W, 1325.44 feet;
28. Thence S 89°15'15" W, 1307.36 feet;
29. Thence S 00°30'46" W, 2667.19 feet;
30. Thence S 88°31'25" W, 1311.83 feet;
31. Thence N 89°34'15" E, 1326.70 feet;
32. Thence S 00°09'31" E, 1305.60 feet;
33. Thence N 89°23'41" E, 1326.12 feet;
34. Thence S 00°08'31" E, 1301.16 feet;
35. Thence S 89°12'38" W, 5303.16 feet;
36. Thence S 88°27'48" W, 2625.05 feet;
37. Thence N 00°06'48" W, 2658.25 feet;
38. Thence S 88°59'58" W, 2606.09 feet;
39. Thence N 00°07'40" E, 2637.55 feet;
40. Thence N 00°09'26" W, 2682.92 feet to **THE TRUE POINT OF BEGINNING.**

This parcel contains 1,634.79 acres (more or less).

The Basis of Bearings for this description is East-West centerline of Section 10 taken as N 89°12'38" E as recorded in Document No. 484935 in the Office of the Douglas County Recorder.

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 MAR -7 PM 4: 12

LINDA SLATER  
RECORDER

\$12<sup>00</sup> PAID *KS* DEPUTY

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