

AMENDED AND RESTATED DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS FOR

FAYE CANYON ESTATES

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 16th day of April, 2001, by the undersigned, consisting of owners of more than fifty-one percent (51%) of the owners of parcels in Faye Canyon Estates and is made with reference to the following facts:

A. A document titled FAYE CANYON ESTATES C.C. & R.'s was recorded in Book 189 at Page 3616 as Document No. 195219 of the Official Records of Douglas County, Nevada, on January 27, 1989 with regard to certain real property described as a portion of Sections 25 and 26, T. 12N, R. 19E, M.D.B.&M., in Douglas County, Nevada, hereinafter referred to as "CC&Rs."

B. Faye Canyon Estates is more particularly described as Parcels 1 through 8, inclusive, of the Final Map of Faye Canyon Estates, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on January 13, 1989, in Book 189, Page 1591, as Document No. 194374, hereinafter referred to as "Property."

C. Pursuant to Paragraph 14 of the CC&Rs, owners of fifty-one percent (51%) of the parcels in Faye Canyon Estates can amend the CC&Rs.

NOW, THEREFORE, the undersigned as owners of more than fifty-one percent (51%) of the parcels in Faye Canyon Estates hereby certify and declare that this Amended and Restated Declaration of Covenants, Conditions and Restrictions shall replace said CC&Rs and shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

1. **No building can be constructed or maintained upon any residential parcel closer than 50 feet from the front or 25 feet from the side or rear lot lines.**
2. **No residence shall be used for any purpose other than single-family residential use.**
3. **No dwelling having a floor area of less than 1,800 square feet, exclusive of decks, garages, or patios shall be erected or maintained on any parcel. A guest house may be erected subject to the other provisions of this Declaration.**
4. **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.**
5. **Domestic animals may be raised on the premises. Any others must be approved. Animals must be pets and not used for breeding or commercial ventures. Horses will be permitted in controlled areas. Any and all animals must be controlled, kept on the property by means of pens or fencing, and cannot cause a nuisance to the neighborhood by means of intrusion, excessive noise, or pest control. Pens and yards must be kept clean of animal debris at all times.**
6. **No tent or shack or other temporary building, improvement or structure shall be placed upon any property, except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction which may be maintained only until construction is completed.**
7. **Motor homes or mobiles are not allowed for permanent living purposes, but guests may stay in R.V.s or motor homes on premises for no more than thirty (30) days at a time. All R.V.s, motor homes, other oversized vehicles, boats or other watercraft must be kept in enclosed storage or reasonably out of view from LeeAlan Drive.**

8. All sewage disposal systems on any parcel shall be installed, constructed, and maintained in strict conformity to all laws and regulations governing same.
9. 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 a building. Such signs shall be a maximum of three (3) square feet in area.
10. All structures shall be located within any and all setback requirements or standards applicable by county code or otherwise in order to reasonably preserve and protect the natural views from buildings on other parcels within Faye Canyon Estates.
11. All rubbish, trash, or garbage shall be regularly removed from premises and shall not be allowed to accumulate thereon, including unused automobiles and equipment.
12. No fences, walls, hedges or other sight barriers shall be erected or allowed to grow higher than height over six (6) feet. Walls and fences may not be of solid construction, but shall have open area of at least sixty-five percent (65%) so as not to unreasonably obstruct the view from neighboring properties. Split-rail, 3-rail, stock fencing or similar fencing is anticipated by this restriction.
13. Only so much of the natural cover and brush situated upon subject premises shall be removed as is necessary to permit construction or permitted improvements upon subject premises 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 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 thirty (30) feet in width surrounding the subject premises.
14. 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. By recordation of a written declaration executed by the owners of at least fifty-one percent (51%) of the parcels in Faye Canyon Estates, these Covenants, Conditions and Restrictions may be amended, modified or cancelled.

A. LAND USE:

1. No residence or other building on any parcel with Faye Canyon Estates shall be used for any purpose other than single-family residential use. No parcel shall be improved or used except by a dwelling or structure designed to accommodate residential structures and related structures as permitted by applicable Douglas County zoning regulations. No noise or other nuisance shall be permitted to exist or operate upon any parcel so as to be offensive or detrimental to any other parcel or to its occupants.
2. No business or commercial enterprise may be conducted on any parcel within Faye Canyon Estates.
3. All R.V.s, motor homes, other oversized vehicles, boats or other watercraft must be kept in enclosed storage or reasonably out of view from LeeAlan Drive.
4. 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 thereof within one (1) year from the date of commencement.
5. No metal, wood shake, or fabricated roofing or siding materials will be allowed. The roofing material on all residences or other buildings shall be high quality tile or concrete material or high quality architectural grade composition material. All roofs shall be constructed of a fire-retardant material only.

6. Each owner of any portion of the tract hereinabove described shall be responsible for their own domestic water supply. Each individual well is to be wired separately from the house.
7. No lot shall be subdivided for sale into smaller lots or parcels of land to obtain additional building sites.
8. 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.
9. No exterior lighting fixture shall have a wattage exceeding one hundred (100) and no exterior lighting shall be placed higher than eight (8) feet from the ground. All exterior lighting shall be installed and operated to reasonably preserve the natural nighttime darkness in Faye Canyon Estates.
10. Declarants reserve 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. Declarants also reserve the right to create easements and rights-of-way for public utility use, drainage purposes, 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 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.

11. There shall be no deed, conveyance, agreement or other document executed, the terms of which separate surface or subsurface rights into different ownerships.
12. All brush or other combustible materials to a distance of thirty (30) feet from the perimeter of the main building shall be cleared 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.
13. Front yard fences, if constructed, shall not be of solid construction, but shall have open area of at least sixty-five percent (65%) and shall not exceed four (4) feet in height.
14. No outdoor clothes lines will be permitted unless completely out of road view.
15. Containers for refuse, trash and garbage are to be fully enclosed so as not to be visible from any adjoining lot, residence, or front or side street and must be enclosed and maintained and disposed of in accordance with accepted sanitary practice.
16. 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.
17. Within one (1) year of completion of the main dwelling unit each lot or parcel shall be landscaped from the curb 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. A minimum of seven (7) trees of not less than twelve (12) feet in height will be planted in this area as part of the overall landscape plan.

18. No exterior radio or television antenna or aerial shall be erected or maintained on any parcel unless screened from view from buildings on other parcels within Faye Canyon Estates.
19. 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.
20. Every single-family dwelling unit constructed on a parcel within Faye Canyon Estates shall include covered automobile space for at least two (2) automobiles. A single detached garage or other outbuilding not exceeding two thousand (2,000) square feet and not higher than thirty (30) feet is permitted on each parcel. Any such detached building must be within the applicable set-back requirements for said parcel in order to reasonably preserve and protect the natural views from buildings on other parcels within Faye Canyon Estates.
21. During 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.
22. Lots 4 and 5 - entrance to lower parcels: Access to 4 and 5 restricted to LeeAlan Drive or the first two hundred fifty (250) feet of easement through property.

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23. Lots 1, 2, 3, and 8: Ingress and egress from LeeAlan Drive. Ingress and egress from Foothill Road restricted.

IN WITNESS WHEREOF, the undersigned, consisting of owners of more than fifty-one percent (51%) of the owners of parcels in Faye Canyon Estates executed this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS on the day and year first above written.

FAYE CANYON ESTATES:

LOT #1

COLYER REVOCABLE TRUST

By: Suzanne J. Colyer Trust
SUZANNE J. COLYER
Its: Trustee

STATE OF NEVADA)
) : ss.
COUNTY OF Douglas)

On April 10, 2001, personally appeared before me, a notary public, SUZANNE J. COLYER, Trustee of the COLYER REVOCABLE TRUST, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document, who acknowledged to me that she executed the foregoing document.

Cecyln C. Jones
NOTARY PUBLIC

Michael T Neuens
MICHAEL T. NEUENS

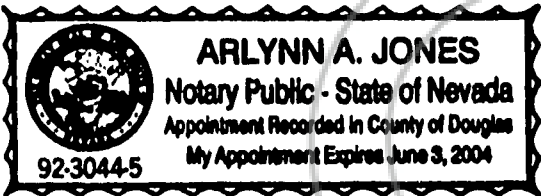
Colette M Neuens
COLETTE M. NEUENS
A

STATE OF NEVADA)

COUNTY OF Douglas)

: ss.

On April 9, 2001, personally appeared before me, a notary public, MICHAEL T. NEUENS and ~~COLETTE M. NEUENS~~, personally known (or proved) to me to be the persons whose names ^{is} are subscribed to the foregoing document, who acknowledged to me that ~~they~~^{he} executed the foregoing document.



Arlynn A. Jones
NOTARY PUBLIC

STATE OF NEVADA)

COUNTY OF Douglas)

: ss.

On April 10, 2001, personally appeared before me, a notary public, COLETTE^A M. NEUENS, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document, who acknowledged to me that she executed the foregoing document.



Arlynn A. Jones
NOTARY PUBLIC

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JAMES T. SLADE

BARBARA BEANS

STATE OF NEVADA)
 : ss.
COUNTY OF _____)

On _____, 2001, personally appeared before me, a notary public, JAMES T. SLADE and BARBARA BEANS, personally known (or proved) to me to be the persons whose names are subscribed to the foregoing document, who acknowledged to me that they executed the foregoing document.

NOTARY PUBLIC

ROBERT D. SHOCKEY

WANDA D. SHOCKEY

STATE OF _____)
 : ss.
COUNTY OF _____)

On _____, 2001, personally appeared before me, a notary public, ROBERT D. SHOCKEY and WANDA D. SHOCKEY, personally known (or proved) to me to be the persons whose names are subscribed to the foregoing document, who acknowledged to me that they executed the foregoing document.

NOTARY PUBLIC

LOT #5

SHOU MEE TRUST

By: _____

Its: _____

STATE OF NEVADA)
 : ss.
COUNTY OF _____)

On _____, 2001, personally appeared before me, a notary public, _____, Trustee of the SHOU MEE TRUST, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document, who acknowledged to me that ___he executed the foregoing document.

NOTARY PUBLIC

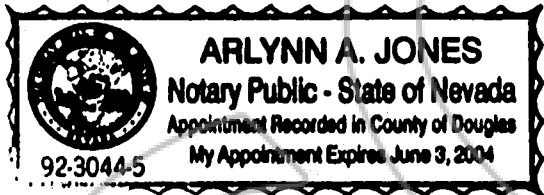
Gregory D. Schrempp
GREGORY D. SCHREMPP

Joyce G. Schrempp
JOYCE G. SCHREMPP

STATE OF NEVADA)
 : SS.
COUNTY OF Douglas)

On April 13, 2001, personally appeared before me, a notary public,
GREGORY D. SCHREMPP and JOYCE G. SCHREMPP, personally known (or proved to me to
be the persons whose names are subscribed to the foregoing document, who acknowledged to me
that they executed the foregoing document.

Arlynn A. Jones
NOTARY PUBLIC



LOT #7

MARTIN FAMILY TRUST

By: *Kenn H Martin*
KENNETH MARTIN, Trustee

By: *Toni Martin*
TONI MARTIN, Trustee

STATE OF NEVADA)
) : ss.
COUNTY OF *Douglas*)

On *April 12*, 2001, personally appeared before me, a notary public, KENNETH MARTIN and TONI MARTIN, Trustees of the MARTIN FAMILY TRUST, personally known (or proved) to me to be the persons whose names are subscribed to the foregoing document, who acknowledged to me that they executed the foregoing document.

Arlynn G. Jones
NOTARY PUBLIC



LOT #8

SAVOY LIVING TRUST

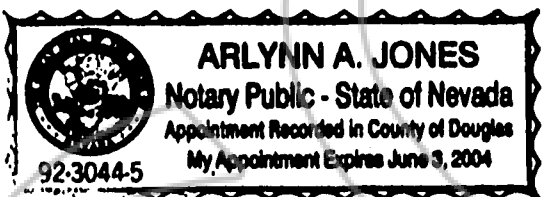
By: *Silas B. Savoy*
SILAS B. SAVOY, Trustee

By: *Mary Jo Savoy*
MARY JO SAVOY, Trustee

STATE OF NEVADA)
) : ss.
COUNTY OF Douglas)

On April 9, 2001, personally appeared before me, a notary public, SILAS B. SAVOY and MARY JO SAVOY, Trustees of the SAVOY LIVING TRUST, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document, who acknowledged to me that they executed the foregoing document.

Arlynn A. Jones
NOTARY PUBLIC



Return to:
John Griffin
Allison, Mackenzie, Hartman, et al
402 N. Division St.
Carson City NV 89703

REQUESTED BY
Kelly R. Chase
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2001 APR 18 PM 1:26

LINDA SLAIER
RECORDER
21.00 PAID *[Signature]* DEPUTY

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