

WHEN RECORDED MAIL TO: SIERRA VIEW LLC  
C/O WESTERN TITLE  
MINDEN BRANCH

order 85174CLH

**DECLARATION OF RESTRICTIONS**

**Of**

**SIERRA VIEW**

**THIS DECLARATION**, made this 27<sup>th</sup> day of September 2001 by SIERRA VIEW DEVELOPMENT hereinafter called "Declarants".

**WITNESSETH:**

**WHEREAS**, said Declarants is the owner of parcels 1,2,3,4, Del Norte Ct. and parcels 1,2,3,4,5,6,7,8,9 Del Sur Ct. shown on development map for Sierra View Development LLC., recorded in the Office of the County Recorders of Douglas County, Nevada, on 9/26/2 2001 in Book 0901, Page 6251 As Document No. 523544-523546 Official Records.

0901 6250  
0901 6252  
0901 6255

523544  
523545 - 523546  
523548

**WHEREAS**, said Declarants, as owners, intend to sell parcels 1,2,3,4 Del Norte Ct. and parcels 1,2,3,4,5,6,7,8,9 Del Sur Ct within said parcel map and desire to subject same Conditions, Restrictions and Covenants hereafter set forth for the benefits of the area and future owners thereof. Parcel 4 Del Norte Ct. and Parcel 1 Del Sur Ct. will be subject to lot restriction "F" paragraph 1 as directed by Douglas County only.

**WHEREAS**, such conditions, restrictions and Covenants are intended as part of the program for maintaining standards in the area, which programs 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 2051, after which 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 instruments duly executed and acknowledged by the owners of 8 of the 12 parcels. **Any portion of section F. may not be amended by a vote of the ownership.**
- 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) or any owner of any parcel may institute and prosecute any proceeding at law against any entity violation 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 enforced 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 are deemed separable from the remaining conditions, restrictions and covenants herein set forth.

0523743  
BK0901PG7089

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

1. Only one **single story**, private residence, together with garage, private recreation facilities, retaining walls and other appurtenances approved by the ARC shall be permitted. A detached guest or servants facility may be permissive providing:
  - a. Total gross floor area is not more than 700 square feet.
  - b. There is no kitchen or other facilities capable of separate cooking.
  - c. The premises are used solely for the support and convenience of the primary dwelling without charge.
  - d. Residences and any accessory buildings will have a height limit of 24 feet.
  - e. Garages and accessory buildings shall have the same design characteristics of residence.
2. No temporary structure of any kind shall be erected, constructed, permitted or maintained prior to the commencement of the erection of a principal dwelling house, and no guest house, garage, shed, tent trailer, basement or other building shall be used for permanent or temporary residence purposes at any time.
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 workmanlike manner and not be moved from any other location onto any lot.
4. No building or structure shall be constructed, surfaced or painted with any material that will cause sunlight to be reflected.
5. No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any parcel and the owner thereof shall cause all such

0523743

BK0901PG7090

material to be removed 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 not to be visible from adjoining properties or from the street.

6. Fencing: all fencing design and material shall be approved by the ARC. Frontage fencing shall have a maximum height of four (4) feet and rear and side yard fencing shall have a maximum height of (6) feet.
7. All brush or other combustible material to a distance of 300 feet from the perimeter of the main building shall be cleared and the area suitably landscaped. **Wherever possible, native ground cover shall be maintained.**
8. No exterior antennas shall be allowed. Except for an 18" satellite TV dish.
9. No clothesline shall be constructed or erected which would be visible from the street, or adjoining properties.
10. Within one (1) year of completion of the main dwelling unit, each parcel shall be landscaped in a manner as to harmonize with and sustain the attractiveness of the development. All landscaping shall be maintained.
11. Boats, trailers, campers, RV's, and other outing storage, if any, shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and streets. Said boats, trailers, campers, RV's, and other outing storage shall be in side yard or rear yard.
12. No "night lights" shall be installed
13. No livestock shall be raised, kept, bred or maintained on any parcel. All pets shall be so controlled and restrained as not to run at large or become a nuisance or annoyance to the neighborhood.
14. Each individual owner shall keep clean and maintain the drainage easements and detention basins as per the recorded final map on their respective parcel. In the event the owner does not maintain the aforementioned easements and detention basins, Douglas County or their agents and/or the owners of the effected properties, shall have the rights to

0523743

BK0901PG7091

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. Owner shall not be permitted to grade, redesign or alter the easement except for maintenance purpose only. Owner shall not build any permanent structures on or in the said easements with the exception of fencing. This section may not be amended by a vote of the ownership.

E. Architectural Review: In order to provide for the orderly development of the development and to maintain a reasonable architectural character, there is hereby created an Architectural Review Committee, initially to be SIERRA VIEW DEVELOPMENT LLC.

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, basements, 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 approval obtained in writing. Preliminary drawing 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, it shall be necessary only to file an

0523743  
BK0901PG7092

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.

F. **Lot Restrictions**

**Driveway Crossing Restrictions:**

1. Each individual owner shall utilize a culvert to access their parcel. Del Norte Ct. and Del Sur Ct. Parcel 1, Del Sur Ct will access off of Dennis Street only. Parcel 4 Del Norte Ct will access from Downs Street only.

**Driveway Easements:**

Any owner of any parcel sharing a driveway easement shall comply with the following:

1. Owner shall not block the easement and keep the easement free from debris.
2. Owners shall maintain said easement and cooperate with the other owners in the maintenance and any cost in connection with said maintenance shall be split equally.

**Drainage Easements:**

1. Any parcel that contains any portion of a drainage easement shall not fence across the easement with solid fencing
2. All owners of all parcels shall be responsible for the maintenance of the drainage channels and easements along the front and sides of their property. The obstruction of flow or altering the course of a drainage channel located within a drainage easement is prohibited.

**Right to Farm Notification:**

1. Douglas County has declared it a policy to protect and encourage agricultural operation. If your property is located near an agricultural operation, you may at some time be subject to inconveniences or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and

0523743

BK0901PG7093

discomforts do not constitute a nuisance for purpose of the Douglas County Code.

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

Gilbert Shirley Manager.  
SIERRA VIEW DEVELOPMENT  
MANAGER

State of Nevada )  
                          ) ss.  
County of Douglas )

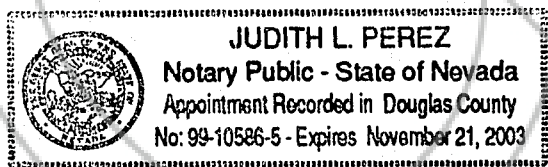
On this 27th day of SEPTEMBER, in the year, 2001, before me JUDITH L. PEREZ.

Notary Public, personally appeared GILBERT SHIRLEY, MANAGER, 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.

Judith L. Perez  
Notary Signature

My Commission Expires:



REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 SEP 27 PM 1:00

LINDA SLATER  
RECORDER

\$13<sup>00</sup> PAID K2 DEPUTY

0523743

BK0901PG7094