

When Recorded Mail To:  
Mr. & Mrs. Mathew Stoen  
2415 San Ramon Valley Blvd.  
San Ramon, CA 94583

Amended

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1121-35-002-028  
1121-35-002-029

DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR

PINE MEADOWS

Douglas County, Nevada

MATTHEW ERIC STOEN and MARIA STOEN (hereinafter referred to as "Declarant") make this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS this 14<sup>th</sup> day of May 2002.

RECITALS:

The Declarant is the owner of all that certain real property located in Douglas County, Nevada and more particularly described as follows:

Portion of the South East Quarter (SE ¼) of the South East Quarter (SE ¼) of Section 35, Township 11 North, Range 21 East, M.D.M. Douglas County Nevada

WHEREAS, Declarant has parceled such real property into 7 (seven) parcels as described on PARCEL MAP LDA 00-059 filed for record on the 5<sup>th</sup> day of July 2001, at 37 minutes past 9 o'clock a.m., in book 0701, at page 705, document number 517677 and PARCEL MAP LDA 00-060 filed for record on the 5<sup>th</sup> day of July 2001, at 40 minutes past 9 o'clock a.m., in book 0701, at page 708, document number 517679. NOW, THEREFORE, is the intent of the Declarant that the mentioned parcels shall be held and conveyed subject to the mutual and beneficial covenants, conditions, and restrictions hereinafter set forth:

## ARTICLE I

### PURPOSE OF COVENANTS

The real property affected hereby is subject to the protective covenants, conditions, and restrictions herein contained to provide a well-planned and high-quality property that is to be used for residential purposes only, and for the preservation of value and for the benefit of each and every future property owner of Pine Meadows.

## ARTICLE II

### GENERAL RESTRICTIONS

- 1) **PARTIES BOUND BY COVENANTS.** These covenants, conditions, and restrictions shall be considered as covenants running with the land and shall bind the Declarant, his heirs, executors and administrators, and all future assigns of said subdivision, or any part or parts thereof, for and during the period from the date of recording, to thirty (30) years from the date of the first recording of this instrument except that any or all of the said covenants and restrictions may be extended for a further time, or abrogated, or modified, or amended, or any lot or lots may be exempted from all of any covenant or restriction by a majority of home owners and occupants dwelling in completed dwellings on Pine Meadows, by instrument of writing recorded in the Office of County Recorded of Douglas County, Nevada.
- 2) **NUISANCES.** No area within Pine Meadows, shall ever be occupied or used for any commercial or business purpose, nor for any noxious activity, and nothing shall be done or permitted be done on

any area which is a nuisance or might become a nuisance to the owner or owners of Pine Meadows. No store, office, or other place of commercial or professional business of any kind; nor any hospital, sanatoriums or other place for the care or treatment of the sick or disabled, physically or mentally with profit purposes, nor any public theater, bar, restaurant, or other public place of entertainment; shall be constructed or permitted to remain within Pine Meadows. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Pine Meadows and no odors shall be permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other neighboring property or to its occupants. Garden and maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened so as not to be visible from any neighboring property. Any repair or maintenance work on any automobile, vehicle or piece of equipment, shall be done so as not to be visible from any neighboring property. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other neighboring property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, insect control lights, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property.

- 3) GARBAGE. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an

area so as not to be visible at all. All owners must subscribe to a garbage collection service when the same is available to Pine Meadows.

- 4) **ANIMALS & PETS.** No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any home site. There will be no goats or swine allowed. A total of four (4) of the following: horses, cows, sheep will be allowed. A combined total of twelve (12) penned chickens or rabbits will be allowed. None of the above may be bred or maintained for commercial purposes or for profit, other than 4-H type projects. Said animals are to be kept in such matter so as not to constitute a nuisance. No more than three (3) normal pets, such as dogs and cats, will be allowed and they shall be restrained or confined to the home site and not allowed to run at large or leave their respective home site except when restrained by a leash.
- 5) **UNSIGHTLY ARTICLES.** Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk or materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure and kept so as not to be visible from any neighboring property. No unsightly article shall be permitted to remain on any home site so as to be visible from any neighboring property or public or private thoroughfares. The following items are PROHIBITED to remain so as to be visible on any home site for more than twenty four (24)

hours in any seven (7) day period: without limiting the generality of the foregoing, trailer, motor homes, recreation vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment. EXCEPTION: Guests or relatives of the person residing on the lot or parcel that has a main residence may occupy a travel trailer or recreational vehicle for sleeping purposes for a period not to exceed seven (7) consecutive days. The use must not exceed a total of fourteen (14) days for a calendar year. A travel trailer or recreational vehicle used for such a purpose must not discharge any litter, sewage, effluent or other matter except into sanitary facilities design to dispose of the material.

- 6) TEMPORARY STRUCTURES. No trailer, basement, tent, garage, barn or other building placed on any lot shall be used for living or sleeping purposes except as follows: A Recreational vehicle or travel trailer may be occupied as a use pending construction of a permanent single-family residence within Pine Meadows, provided that the owner of the lot or parcel obtains a temporary use permit and occupies the recreational vehicle or travel trailer only for the period of construction, not to exceed 12 (twelve) months. The temporary use permit must be issued concurrently with the building permit for the permanent residence. On expiration of the permit, or within 30 days from the date of issuance of the certificate of occupancy for the residence, any recreational vehicle or travel trailer must be removed or located on the site in accordance with Chapter 20.692 of Douglas County Ordinance.

- 7) **OUTDOORS STORAGE.** Outdoor areas housing trash containers, firewood, clotheslines, maintenance or service equipment such as lawnmowers and snow blowers or overflow storage shall not be visible from the front road or any of the neighboring properties. No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any area of Pine Meadows, and the owner thereof shall cause all such material to be disposed of by and in accordance with normal sanitary practice. All garbage or trash containers, oil tanks, gas tanks and other such facilities must be underground or placed in walled areas so that they shall not be visible from the road or any of the neighboring properties and must meet Douglas County requirements.
- 8) **ANTENNAE AND SATELLITE DISHES.** Exterior radio, television or aerial Antennae or satellite dishes that meet FCC Regulations are permitted as long as they are not visible from the front road or any of the neighboring properties.
- 9) **SIGNS.** No freestanding billboard or signs of any kind shall be displayed to the public view on any parcel except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 10) **RESIDENTIAL USE; RENTALS.** No residence shall be used for any purpose other than Single-Family Residential use. However, nothing in this Declaration shall prevent the rental of property within a residential area by the owner thereof for residential purposes, on either a short- or long-term basis subject to all the

provisions or this Declaration. No commune, co-operative or similar type living arrangement shall be permitted anywhere in Pine Meadows.

### ARTICLE III

#### ARCHITECTURAL STANDARDS

- a) **SIZE.** Residences in Pine Meadows are limited to one and two stories only. Residences must be at least one thousand eight hundred (1,800) square feet in size excluding garage space.
- b) **ROOFS.** Visually, the roof is probably the single most important element in the overall building design. Residences must have Class A Roofing and a pitch roof of no less than four (4) inches of rise in twelve (12) inches of run.
- c) **GARAGES.** Each residence must have a minimum of a two (2) enclosed car garage. Residences with four (4) or more bedrooms must have at least a three (3)-car garage. Garages shall be used for parking automobiles and non-commercial pickup trucks only and shall not be converted for living or recreational activities. Carports are prohibited.
- d) **SETBACKS.** All structures shall observe a front line set back of at least twenty (25) feet, a back line set back of at least fifty (50) feet and side line set backs of at least fifteen (15) feet.
- e) **FENCES.** All front yard fences shall not be over three (3) feet in height. All side and rear fences shall not be over six (6) feet in height. Barbed wire fences are not allowed on street frontage.

- f) EXTERIOR MATERIALS. Exterior materials should generally be natural materials that blend and are compatible with the natural landscape. All reflective metal must be painted to match or blend with surrounding materials.
- g) EXTERIOR COLORS. It is the intent at Pine Meadows to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of place. Colors approaching the primary range (red, blue, and yellow) are not permitted.
- h) SOLAR APPLICATIONS. Active solar applications that can result in excessive glare and reflection would be acceptable only if they are not visible from any neighboring property or front road.
- i) PREFABRICATED BUILDINGS. No building that is constructed off-site and requires transportation to any lot, whole or in partial assembly will be permitted. This prohibition includes mobile homes, stock modular buildings, or any other structures requiring transportation and set up in a partially completed state.

#### ARTICLE IV

#### PARTIES BOUND BY COVENANTS

The covenants, conditions, and restrictions herein shall be covenants and restrictions running with the land and shall bind all parties and all persons claiming under them, and for the benefit and limitations upon all future owners of Pine Meadows.



## ARTICLE V

### AMENDMENT

This Declaration may be amended or terminated only by written consent of the owners of a majority of all the parcels in Pine Meadows. Any amendment or termination of this Declaration shall be effective upon the recordation of such a written consent setting forth the terms of the amendment or termination. Notwithstanding anything to the contrary herein, no amendment shall adversely affect the rights of the holder of any deed of trust or mortgage recorded prior to the recordation of the amendment or termination.

## ARTICLE VI

### BREACH OF DECLARATION

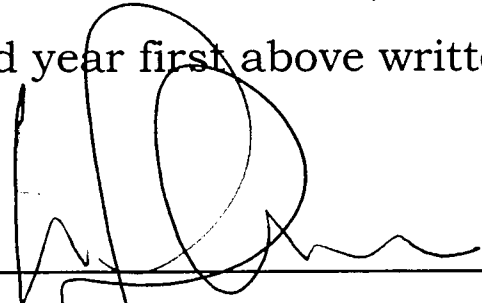
In the event any future owner or any other person shall violate, threaten or attempt to violate any of the terms, provisions, covenants, conditions or restrictions contained in this Declaration or any of the rules in Pine Meadows, it shall be lawful for any owner to prosecute any proceedings at law or equity, or by arbitration if so provided in this Declaration, against the person or persons violating, threatening or attempting to violate this Declaration or Pine Meadows' rules, either to prevent said persons from so doing or to recover damages or any other appropriate remedy for such violations.

ARTICLE VII

PARCIAL INVALIDITY

In the event that any one or more of the Restrictions herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining Restrictions shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

  
\_\_\_\_\_  
MATTHEW ERIC STOEN

  
\_\_\_\_\_  
MARIA STOEN

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of CONTRA COSTA

} ss.

On 5/14/2002, before me, Gerrit M VAN ROOYEN III  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MATTHEW ERIC STOEN AND MARIA STOEN  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Gerrit M. Van Rooyen III*  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

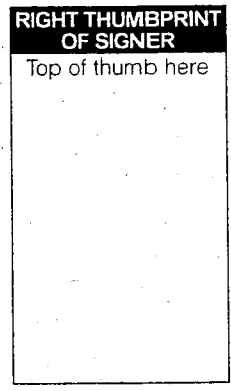
Title or Type of Document: DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS

Document Date: MAY 14, 2002 Number of Pages: 10

Signer(s) Other Than Named Above: NO.

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

0543074

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COPY

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 MAY 24 PM 3: 38

LINDA SLATER  
RECORDER

\$ 25<sup>00</sup> PAID *LS* DEPUTY

0543074

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