

**DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**  
for  
**BRAMWELL HOMESTEAD**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 5<sup>th</sup> day of August, 2002, by Bramwell Homestead, LLC, a Nevada Corporation (hereinafter referred to as "Declarant").

**RECITALS**

The Declarant is the owner of all that certain real property located in Douglas County, Nevada and more particularly described as Lots 1 to 93 of the Bramwell Homestead subdivision, filed for record in the Official Records of Douglas County, Nevada, on August 12, 2002 in Book 0802, Page 3324, Document Number 549307 which is hereinafter referred to as "Bramwell Homestead" or the Subdivision.

The Declarant intends by this Declaration to impose on the Subdivision mutually beneficial conditions and restrictions for the benefit of all owners of property within the Subdivision. In furtherance of such intent, Declarant declares that all of the Subdivision properties, and such other real property that may become annexed by the Subdivision, is and henceforth shall be owned, held, conveyed, hypothecated or encumbered, leased, rented, improved, used, occupied and enjoyed subject to the provisions of this Declaration, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

This Declaration shall run with the real property and all parts and parcels thereof and shall be binding on all parties having any right, title or interest in the Bramwell Homestead property and their heirs, successors, successors-in-title, and assigns and its successors in interest and shall inure to the benefit of each owner thereof. Each, all and every one of the limitations, easements, uses, rights, obligations, covenants, conditions and restrictions herein imposed shall be deemed to be and construed as equitable servitudes enforceable by any of the owners of any portion of the real property subject to this Declaration against any other owner, tenant or occupant, of the real property or portion thereof similarly restricted by this Declaration.

**PROPERTY USE**

**Use of Lots.** The Lots shall be occupied and used for residential purposes only. No hospital, sanitarium, rest home, hotel, public boarding or lodging house, store, profit or non-profit day care center or child care center, or other business or commercial enterprise shall be maintained, carried on or conducted upon any lot Except for home office type of work.

**Temporary Structures.** No temporary structure of any kind shall be created, constructed, permitted or maintained on any lot, and no garage or outbuilding shall be constructed for the purpose of habitation prior to the commencement of the erection of a principal dwelling house thereon.

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**Previously Constructed Structures.** No previously constructed dwelling unit or building may be moved from any other location onto any lot in the subdivision including mobile or modular structures.

**Height restriction and view preservation.** In no event shall either the location of a building or its height affect adjoining properties so as to materially or unreasonably diminish or restrict their potential views. No roof shall exceed 25 feet in height.

**Street setback.** No part or portion of any building of any kind shall be constructed or maintained upon any lot closer to a street than 50 feet.

**No further division.** No lot shall be divided into smaller lots or parcels of land to obtain additional building sites.

**Dwelling unit size requirement.** Any main dwelling unit on any Lot shall have not less than 2,000 square feet of living area. Square footage size requirement does not include porches, garages or basements.

A minimum of a three car garage shall be attached to the main dwelling unit.

**Outbuildings.** Barn, garage, outbuilding or other building shall be architecturally similar and in harmony with the principal dwelling house.

**Animals.** No livestock, poultry, goats, rabbits or other non domestic animals shall be kept on any lot in the subdivision.

**Landscaping.** Within twelve (12) months of completion of the main dwelling unit, each lot shall be landscaped in a manner suitable to the character and quality of the development. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the development. Wherever possible, native ground cover shall be retained and maintained, however when brush is removed appropriate replacement ground cover will be installed immediately except for those lots that were cleared during construction of the subdivision: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12. Those lots will be appropriately treated to minimize blowing dust within two months of a Certificate of Occupancy being issued for a residence built thereon.

All brush or other combustible materials shall be cleared and the area suitably landscaped to a distance of 30 feet from the perimeter of the main building, and 25 feet from all other buildings.

**Fencing.** Within twelve months of the completion of the main dwelling unit a fence shall be installed along all street frontages. Street frontage fencing shall consist of three panel white vinyl material. No fences shall be constructed on any portion of any lot within the subdivision to a height of over six feet.

**Night lights.** No utility "night lights" shall be installed, other than decorative driveway lights not exceeding 10 (ten) feet in height; overhead downward directed area lights shielded upward from thirty (30) degrees below the horizontal; and ground-level horizontally shielded vertical lighting of trees and flags. This condition shall not preclude decorative lighting for seasonal celebration. In general, exterior lighting shall be permitted as long as it is installed in such a manner so as not to present an annoyance to neighbors.

**Antennae.** Antennas shall be properly engineered and comply with all Douglas County and FAA regulations. The limitations of height in feet shall not apply to antenna support structures and their appurtenances, if such features are in no way used for living purposes; provided further, however,

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that no antenna support structure or feature appurtenant to it shall be erected except in consonance with those purposes for which federal or state law requires accommodation, consideration or compliance, such as amateur radio (see for example, 47 CFR § 97.15(b), and FCC Decision and Order DA 99-2569), or satellite and over-the-air-TV reception (see 47 CFR § 1.4000).

**External Décor.**

1. All principal dwelling structures shall have either:
  - a. horizontal siding material with a minimum of 20% masonry on the front of the building, or
  - b. stucco siding, or
  - c. all brick or other masonry siding.
2. All main dwelling roofs must have a minimum of a 6/12 pitch.
3. If composition roof material is used it shall be at no less than a 30 year rating. No unpainted metal or other reflective material shall be used as roofing or siding on any structure constructed on any lot.
4. All street visible support posts must be a minimum of 6 inch x 6 inch.

**Nuisances.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner shall permit anything to be done or kept on a Lot which will result in cancellation of insurance for any Lot.

**Insurance Rates.** Nothing shall be done or kept in the Subdivision which will increase the rate of Insurance on any Property, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any Property, or which would be in violation of any law.

**Maintenance.** Each Owner shall have the obligation to maintain in sound and attractive condition his lot including residence, landscaping and any fencing. This includes maintenance of the lot prior to construction of a residence. All lots and parcels, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health.

**Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

**Excavations Prohibited.** No excavation shall be permitted on any lot in the Subdivision, except in connection with grading and preparing of building sites, driveways, utility services, and related activities, and in connection with the construction of buildings, structures and facilities which have been approved by Douglas County.

**Garbage and Debris.** No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any parcel and the owner thereof shall cause all such material to be removed in accordance with accepted sanitary practice. All garbage or trash containers and other such facilities must be enclosed in areas so as not to be visible from adjoining properties or from the street and secured against animal intrusions. No refuse, debris, noxious material, discarded personal effects, construction materials not for immediate use, and similar matter shall be permitted on any Lot or portion thereof. It is incumbent on all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved.

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**Vehicles.** No inoperable unlicensed vehicles or vehicle parts shall be stored on the premises except in a fully enclosed building. All major automobile repair must be completely hidden from view.

Recreational vehicles including without limitation boats, trailers, campers, motorhomes, etc., and other outside storage, shall be stored no closer to the street than the front of the house and must be either parked in a garage, or behind a solid fence or vegetation screen at least six feet in height.

**Completion.** When the construction of any structure is commenced upon any lot, the owner shall prosecute, with all reasonable diligence, the completion thereof and shall complete the construction thereof within 12 (twelve) months from the date of commencement

**Drainage and Easement Areas.** The Final Subdivision Map for the Bramwell Homestead Subdivision contains the following Notes:

3. Maintenance of all drainage facilities and easements shall be the responsibility of the individual property owners or other private entity, including a homeowner's association. Douglas County rejects any offer of dedication of drainage facilities or drainage easements.

4. Obstructing the flow or altering the course of a drainage channel is prohibited.

As a condition of approval for the subdivision by Douglas County, all lots are subject to private drainage facilities for reduction of storm run-off. Within any drainage easement on any lot in the subdivision no structure or other improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may enhance, obstruct, retard or otherwise alter the flow of water through drainage channels and retention basins in the easements.

It is the expressed responsibility of every lot owner with a drainage facility or easement located on their property to preserve and protect that feature including without limitation periodic excavation and removal of debris, keeping the easement(s) cleared of sediment, weeds and any other material that could affect the operation and functionality of the easement feature for directing, containing, and controlling the flow of drainage water.

Lots with a drainage basin are: 5, 6.

Lots with an infiltration basin are: 3, 5, 7, 16, 17, 26, 30, 33, 39, 50, 57, 59, 60, 61, 65, 72, 80, 85, 90, 91.

Lots with a drainage easement are: 88, 89.

Mail Box Easements are located on lots 21, 22, & 44.

The remedy for non-performance or non-compliance of the terms of this section by a lot owner(s) is determined by the Enforceability provisions of these Conditions, Covenants, & Conditions. Douglas County has no responsibility for participation in the maintenance of any of the drainage facilities in the subdivision.

**Barriers.** Nothing which constitutes a barrier to safe driving by impacting sight distances, particularly at street intersections, may be erected or allowed to grow on or adjacent to any lot in the Subdivision.

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## ENFORCEABILITY

**Enforcement of Covenants, Conditions and Restrictions.** Covenants, Conditions and Restrictions herein contained shall bind and inure to the benefit of, and be enforceable by, the Declarant and all future assigns, and by the future owner or owners of any lot or lots in the Subdivision.

**Violation of Covenants, Conditions and Restrictions.** Any owner, or owners of any lot, or lots, in the Subdivision may institute and prosecute any proceeding at law or in equity against any person, firm or other entity, violating or threatening to violate, any of the Covenants, Conditions and Restrictions herein contained. Any such action may be maintained for the purpose of stopping and/or preventing a violation, to recover damages for a violation, or for all such purposes.

**Failure to Enforce.** The failure of Declarant, his successor or assigns, or any owner of any lot in the Subdivision to enforce any of the Covenants, Conditions and Restrictions herein contained shall not be deemed a waiver of a right to enforce them thereafter.

**Application of Remedy.** Nothing herein shall be construed as preventing the application of any remedy given by law against a nuisance, public or private, the application of which shall be in addition to any other remedy or remedies now or hereafter provided by law.

## BREACHES AND REMEDIES

**Mortgagee Rights.** A breach of any of the foregoing Covenants, Conditions and Restrictions or the re-entry by reason of any such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises, or any part thereof, but these Covenants, Conditions and Restrictions shall be binding upon the owner whose title to a lot in the Subdivision is acquired under foreclosure, trustee's sale, or otherwise, and shall be binding upon the party so acquiring title.

**Right of Entry.** Violation of any of the provisions, conditions, restrictions, covenants, reservations or easements contained herein, shall give to Declarant and its successor's the right to enter upon the property upon or as to which such violation exists and to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent of the provisions hereof. Said entry shall be made only after three (3) days notice to said owner and with as little inconvenience to the owner as possible, and any damage caused thereby shall be repaired by the entering party shall not be deemed guilty of any manner of trespass by such entry, abatement or removal.

**Legal Actions Permitted.** If any owner of a lot in the Subdivision shall fail to comply with any of the provisions of this Declaration any other lot owner(s) shall have full power and authority to enforce compliance with this Declaration in any manner provided for herein by law or in equity, including, without limitation, bringing: (a) an action for damages, (b) an action to enjoin any violation or specifically enforce the provision of this declaration, and (c) an action to enforce any lien provided for herein or provided for by law.

**Attorney's Fees and Costs.** In the event Declarant or a lot owner employs an attorney to enforce any provision of this Declaration, whether at law or in equity, in administrative proceedings or any mediation or arbitration required by applicable law, the prevailing party in such dispute shall be entitled to recover its reasonable attorney's fees and costs incurred in such action or proceeding.

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**Consent to Remedies.** Each person who enters into a purchase agreement for a lot in the Subdivision, or who accepts the conveyance of title to a lot in the Subdivision, shall be deemed to have agreed that any owner of a lot in the subdivision shall have all of the rights, powers, and remedies as set forth in this Declaration. It shall be lawful, not only for the Declarant, successors, and assigns, but also for the owner or owners of any lot or lots in the Subdivision, who have derived or who shall hereafter derive title from or through the Declarant, to institute and prosecute legal proceedings against any person or persons violating or threatening to violate these Covenants, Conditions and Restrictions.

**Proper Notice before Instituting Legal Procedure.** Prior to instituting legal action, the instituting party must give not less than forty five (45) days written notice by registered mail to the violating party, and the said notice shall specify in what respects these Covenants, Conditions and Restrictions have been violated. In the event the violating party corrects and cures any such violation within sixty (60) days from the mailing of such notice, then such violation shall be treated as though it had not happened.

**Homestead Waiver.** To the fullest extent permitted by law, each owner does hereby waive, to the extent of any liens created against the owner's property pursuant to this Declaration or the enforcement thereof, the benefit of any homestead protection or other exemption law in effect at the time any lien is imposed pursuant to the terms hereof, including without limitation, any judgment thereon.

**Failure to institute action.** Failure on the part of the Declarant, his heirs, successors, and assigns, or other lot owners to claim his or their right(s) hereunder, or to institute a legal action, shall not be deemed as an amendment or alteration of these Covenants, Conditions and Restrictions or a ratification of past breaches, violations or misconduct, or condonation of any future similar breaches or violations of these Covenants, Conditions and Restrictions.

**Duration of Covenants, Conditions and Restrictions.** This Declaration of Covenants, Conditions and Restrictions shall run with the land and bind the Declarant, and all future assigns of the lots in the Subdivision, or any part or parts thereof, for and during the period from the date of recording of the final map of the Subdivision, or the recording of this Declaration, whichever is later, to twenty five (25) years from such date. **EXCEPTION:** Regardless of the status of the Covenants, Conditions, & Restrictions at any time in the future, it was a requirement by Douglas County for the creation of the subdivision that the individual lot owner be responsible for the maintenance of the drainage easements on their property and that responsibility as delineated in Drainage and Easement Areas portion of this document shall survive the demise of the Covenants, Conditions, & Restrictions regardless of whether they expire, are nullified, declared invalid, etc.

**Automatic Extension of Duration of Covenants, Conditions and Restrictions.** These Covenants, Conditions and Restrictions will be automatically extended for three consecutive ten year periods at the end of the twenty five year period referenced above unless a declaration against such an extension is duly executed by the owners of record of at least 65 (sixty five) of the lots in the Subdivision, and recorded in Douglas County, Nevada.

**Amendments to Covenants, Conditions and Restrictions.** This Declaration of Covenants, Conditions and Restrictions, or any of them, may be changed, supplemented, or abolished in any and all particulars by the recordation in the office of the County Recorder of Douglas County, Nevada of a revocation of or an amendment to these Covenants, Conditions and Restrictions or a Supplemental

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Declaration of Covenants, Conditions and Restrictions, both of which shall be duly executed and acknowledged by the owners of record of not less than 65 (sixty five) of the lots in the Subdivision.

**Invalidation of a Covenant, a Condition or restriction.** Any invalidation of a specific Covenants, Conditions and Restrictions by the judgment or order of any court of competent jurisdiction shall not affect the validity of the remaining Covenants, Conditions and Restrictions which shall continue and remain in full force and effect. Any Covenants, Conditions and Restrictions so deemed invalidated shall be deemed separable from the remaining Covenants, Conditions and Restrictions herein set forth.

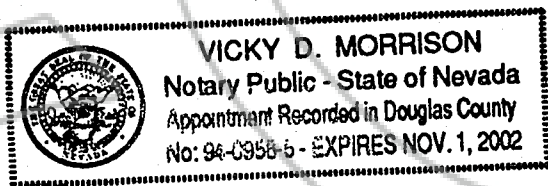
IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions, and Restrictions the day and year first above written.

Bramwell Homestead, LLC

by Lawrence R Sample  
Lawrence R. Sample, ~~President~~ Managing Member

On this 5th day of August, 2002, before me, the undersigned, a Notary Public, personally appeared, Lawrence R. Sample, known to me to be the person who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.



[Signature]  
Notary Public

REQUESTED BY  
**MARQUIS TITLE & ESCROW**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 AUG 12 PM 4: 29

LINDA SLATER  
RECORDER

\$20<sup>00</sup> PAID K2 DEPUTY

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