

21 ✓ When recorded return to:
Den-Mar Associates LLC
Box 14164
Fresno, CA 93650-4164

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRISTLECONE PINE ESTATES SUBDIVISION

THIS DECLARATION OF RESTRICTIONS made this 14th day of November, 2002,
Involves Bristlecone Pine Estates Subdivision, ("the Subdivision"), DOUGLAS
COUNTY, NEVADA, The Owner, hereinafter called the Declarant.

WITNESSETH

WHEREAS, the Declarant is the owner in fee simple of all of that certain real
property described as follows:

A portion of the Northeast ¼ of Section 1, Township 12 North, Range 20 East,
M.D.B. & M., Douglas County, Nevada.

WHEREAS the Declarant has subdivided such real property into lots and intends and
desires to sell the said lots within the Subdivision and desires to subject buyers of the lots
to Covenants, Conditions and Restrictions, hereinafter set forth for the benefit of the
Subdivision and of the present and subsequent owners of lots therein:

WHEREAS such Covenants, Conditions and Restrictions are intended to be a part of a
general program for the improvement of the Subdivision, which program contemplates
that each lot in the Subdivision shall be used for residential purposes of high quality only,
the program is for the benefit of the Subdivision and all of the lots therein. The program
contemplates that the Covenants, Conditions and Restrictions shall affect each lot in the
Subdivision and shall pass with each conveyance of a lot or lots in the Subdivision;

NOW, THEREFORE, in consideration of the premises and for the use and purposes
herein set forth, the above Declarant does hereby declare that all conveyances of Lots
within the Subdivision, shall be made and accepted upon the following Covenants,
Conditions and Restrictions and are designed for the mutual benefit of the owners of the
lots above described, such Covenants, Conditions and Restrictions being as follows to
wit;

- A. The Covenants, Conditions and Restrictions shall be considered as covenants
running with the land and shall bind the parcels, the Declarant, their heirs,
executors and administrators and all future assigns, until January 2052, after which
this Declaration shall automatically extend for successive periods of ten (10)
years, provided, however, except as set forth in subparagraph D. 14., they may be
changed, supplemented or abolished in any or all particulars by recordation in the
office of County Recorder of Douglas County, of an instrument duly executed and
acknowledged by the owners, successors or assigns of not less than 2/3 of the lots.

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- B.** These covenants, conditions and restrictions shall bind and inure to the benefit of, and be enforceable by, Declarant, and all its future successors and assigns, and by the owners, successors and assigns of any subject parcel. The architectural Review Committee (hereinafter referred to as the ("ARC")) or any owner of any parcel may institute and prosecute any proceeding at law against any entity violating or threatening to violate, any of the covenants, conditions or restrictions herein contained. An action may be maintained to prevent a violation of or to recover damages for a violation of any of the covenants, conditions and restrictions. A failure to enforce any of these covenants, conditions, or restrictions shall not be deemed a waiver of right to enforce them thereafter. Nothing herein shall be construed as preventing any legal remedy against a nuisance, public or private. Any legal decision awarded in favor of Declarant shall provide reimbursement of legal fees to Declarant from Defendant.
- C.** Any invalidation of a specific aspect of these covenants, conditions and restrictions 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 covenants, or restrictions so invalidated are deemed severable from the remaining covenants, conditions and restrictions herein set forth.
- D.** The covenants, conditions and restrictions to which each parcel within the Subdivision 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 servant's facility is allowed, provided that:
 - a. total gross floor area is not more than 600 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. the premises shall not be used for rental purposes; and
 - e. the premises shall meet all other conditions established by federal, state and local laws and ordinances.

- f. **Additional Structures:** Any additional structures must have siding to match the primary 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. No manufactured mobile or modular structure will be allowed as a primary residence or as an additional building on the property.
 3. No dwelling shall have a total floor area of less than 2250 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 anyone of the parcels herein.
 4. No building or structure shall be constructed, surface 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 of each parcel shall cause all such 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 as not to be visible from adjoining properties or from the street.
 6. **Fencing:** All fencing design and materials 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 six (6) feet. The use of chain link is prohibited for frontage fencing.
 7. All brush or other combustible materials to a distance of thirty (30) feet from the perimeter of the main dwelling unit and to a distance of thirty (30) feet from all outbuildings shall be cleared and the area suitable landscaped. Wherever possible, native ground cover shall be maintained.

8. No exterior antennas shall be allowed. Any television dish shall be installed at ground level and suitable screened from view of any other lot or from the street.
9. No clothesline shall be constructed or erected which would be visible from the street or adjoining parcels within the Subdivision.
10. Within one (1) year of completion of the main dwelling unit, each parcel within the Subdivision shall be landscaped in the manner set forth on the approved building plan, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Subdivision.
11. No trucks, trailers, boats, tractors, recreational vehicles, farm implements or unlicensed vehicles of any kind shall be kept or stored, or parked in or upon any portion of any parcel within the Subdivision except within a covered and enclosed structure.
12. No "night lights" shall be installed anywhere on any parcel within the Subdivision.
13. No horses, goats, pigs or similar farm animals shall be raised, kept, bred or maintained on any parcel within the Subdivision. All pets shall be so controlled and restrained as not to run at large or become a nuisance to the neighborhood.
14. The owner, successors and assigns, of each parcel within the Subdivision shall participate in a community sewer and community water system when one becomes available within 330 feet of such parcel. Each owner, successors, or assigns shall waive all protest to the formation of any lawfully created assessment district imposing reasonable assessments for the purpose of creating community water and sewer systems. The provisions of this subparagraph D.14 of this Declaration of Covenants, Conditions and Restrictions cannot be amended or superseded under the provisions of Paragraph A of this Declaration.

15. Each individual owner, successors and assigns shall keep clean and Maintain the drainage easements and detention basins as shown on the recorded final map on their respective lots. In the event, within a period of more than thirty (30) days following written demand by certified mail, return receipt requested, delivered to the owner, successors or assigns, the owner, successor or assignee has not maintained the aforementioned easements and detention basins as required, Douglas County or its agent and/or the owner of any other parcel within the Subdivision or its agent, shall have the right to enter onto the subject property, to perform the required repairs/maintenance, to record in the Official Records of Douglas County, Nevada, a lien against the parcel and the parcel owner to recover to reasonable cost of the said repairs/maintenance. Owners, successors or assigns shall not be permitted to grade, redesign or alter the easements except for maintenance purposes only. Owners, successors or assigns, shall not build any permanent structures on or in the said easements, with the exception of fencing.
16. Douglas County does not ensure the development of any lot where wells And septic systems are required for water and sewer service.
17. Douglas County has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some time be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, these inconveniences and discomforts do not constitute a nuisance for purposes of the Douglas County Code.
18. All development, including buildings, solid fences and grading, shall be prohibited within the "floodplain conservation easement" identified on Parcel 5 on the final map.
19. Further subdivision of the parcels identified on the Bristlecone Pine Estates final map is prohibited.
20. Access to the parcels shall be from Gray Court or Janelle Court. Direct vehicular access from Fish Springs Road is prohibited.

21. Building and grading within the Hillside area identified on the Bristlecone Pine Estates final map shall comply with the hillside grading Standards of Douglas County.
22. The use of an individual sewage disposal system is temporary. The parcels shall connect to a community sewage system when such system is within 330 feet from the parcels.

E. Architectural Review: In order to provide for the orderly development of the Subdivision and to maintain a common attractive architectural character, there is hereby created an Architectural Review Committee, initially to consist of Michelle Smith and Debra Julius, located at P.O. Box 14164, Fresno, CA 93650-4164 - Phone #559-241-0101.

1. The Architectural Review Committee shall examine and approve, or direct Reasonable changes or alteration in, all plans for any structure, pool, hedge, fence or wall to be constructed on any parcel within the Subdivision. In the event of resignation, incapacity, failure or death of a member of the Architectural Review Committee, the remaining member shall determine a replacement. The Committee may establish internal rules, regulations and procedural details.
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 (2) complete sets of plans and specifications, including front, side and rear elevations, floor plans, basement, 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 drawings 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 shall be returned to the applicant. The Committee must make a written determination on any application within sixty (60) days of the Committee's receipt of the application; otherwise, the application shall be deemed approved.
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 and to receive written approval of the Committee prior to commencing work.

In witness whereof, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions on the day and year first above written.

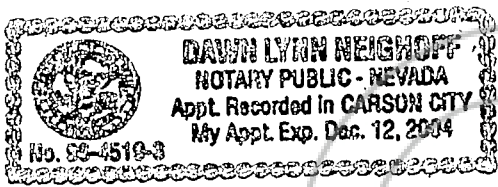
Den-Mar Associates, L.L.C.,
A Nevada limited-liability company.

By: Janice Fortune
Print Name: JANICE FORTUNE
Title: Member

State of Nevada)
) SS
County of Douglas)

On this 14th day of November, 2002, personally appeared before me, a notary public in and for said County and State, Janice Fortune, member of Den-Mar Associates, L.L.C., who acknowledged that she executed the above instrument.

[Signature]
Notary Public



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In witness whereof, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions on the day and year first above written.

Den-Mar Associates, L.L.C.,
A Nevada limited-liability company.

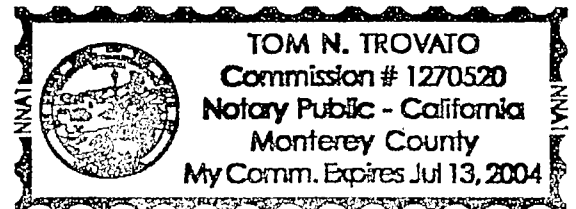
By: Michelle Strachan Smith
Print Name MICHELLE STRACHAN SMITH
Title: Member SECRETARY

State of California)
County of MONTEREY) SS

On NOV. 16, 2002, before me, TOM N. TROVATO
Personally appeared MICHELLE STRACHAN SMITH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tom N. Trovato



REQUESTED BY
Dan Jenkins
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 DEC -3 AM 9: 31

LINDA SLATER
RECORDER

\$ 21.00 PAID KJ DEPUTY

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