

A.P.N. 1418-15-511-017

RECORDING REQUESTED BY:

Tahoe Regional Planning Agency
Post Office Box 5310
Zephyr Cove, Nevada 89449

WHEN RECORDED MAIL TO:

Tahoe Regional Planning Agency
Post Office Box 5310
Zephyr Cove, Nevada 89449
Attn: Elizabeth Harrison, Associate Planner
TRPA File No. 20021741

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2004 APR 23 PM 3:39

WERNER CHRISTEN
RECORDER

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COVERAGE TRANSFER FROM A NON-SENSITIVE SECTION OF A PARCEL
("DEED RESTRICTION")
TO BE RECORDED AGAINST APN 1418-15-511-017**

This Deed Restriction is made this 31st day of March, 2004, by Uppaway Estates, Inc., a Nevada Corporation (hereinafter "Declarant").

RECITALS

1. Declarant is the owners of certain real property located in Douglas, State of Nevada, described as follows:

All that property designated as "common area" on the Map of Uppaway, filed in the Office of the County Recorder of Douglas County, Nevada, on May 21, 1976, as Document No. 00394.

Said parcel was recorded on October 24, 1977, in Document 14316, Book 1077, Page 1443, in the Douglas County Recorder's Office. Assessor's Parcel Number 1418-15-511-017 (Old APN 001-100-74) (hereinafter "Sending Parcel").

2. The Declarant has received approval from the Tahoe Regional Planning Agency (TRPA) on March 22, 2004, to transfer 700 square feet of class 4 land coverage from the Sending Parcel to the Receiving Parcel, described as follows:

Lot 13, as shown on the 10th Amended Plat of Uppaway, filed in the office of the County Recorder of Douglas County, Nevada, on June 20, 1990 in Book 690 of Maps, Page 2796, as Document No. 228516, being an Amended map of the Map of UPPAWAY, Filed in the office of the County Recorder of Douglas County, Nevada on May 21, 1976.

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Said parcel was recorded on February 15, 2002, in Document 0534782, Book 0202, Page 5024, in the Douglas County Recorder's Office. Assessor's Parcel Number 1418-15-511-021 (Old APN 001-100-64) (hereinafter "Receiving Parcel").

3. The Sending Parcel and Receiving Parcel are all real properties located in the Tahoe Region as described in the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, 1980), which region is subject to the regional plan and ordinances adopted by the TRPA pursuant to the Tahoe Regional Planning Compact.
4. As a condition of the above approval, Chapter 20 of the TRPA Code of Ordinances requires that the appropriate deed restriction be recorded documenting both the transfer of coverage and the requirement that the portion of the Sending Parcel from which the class 4 coverage was transferred be maintained in a natural or near-natural state. The deed restriction must likewise document that the Sending Parcel must be protected from soil disturbance, and that provisions must be made for the future maintenance of the Sending Parcel.

DECLARATIONS

1. Declarant hereby declares that, for the purpose of calculating land coverage and applying TRPA ordinances relating to land coverage, the Sending Parcel described above is, and shall be, deemed by TRPA to have transferred and retired 700 square feet of class 4 banked land coverage.
2. This Deed Restriction shall be deemed a covenant running with the land, or an equitable servitude, as the case may be, and shall constitute benefits and burdens to the Sending parcel and the Receiving Parcel and shall be binding on the Declarants and Declarants' assigns and all persons acquiring or owning any interest in the Sending Parcel and the Receiving Parcel.
3. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of the TRPA or its successor agency, if any. TRPA is deemed and agreed to be a third party beneficiary of this Deed Restriction and as such can enforce the provisions of this Deed Restriction.
4. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of the TRPA or its successor agency, if any. TRPA is deemed and agreed to be a third party beneficiary of this Deed Restriction and as such can enforce the provisions of this Deed Restriction.

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