

OFFICIAL RECORD

Requested By:  
BASIN STRATEGIES

**RECORDING REQUESTED BY:**  
Tahoe Regional Planning Agency  
Post Office Box 5310  
Stateline, Nevada 89449

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00  
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**WHEN RECORDED MAIL TO:**  
Tahoe Regional Planning Agency  
Post Office Box 5310  
Stateline, Nevada 89449  
Attn: Chris Chambers, Assistant Planner  
TRPA File #20050414



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE ASSIGNMENT OF A RESIDENTIAL ALLOCATION  
("DEED RESTRICTION")  
TO BE RECORDED AGAINST APN 033-553-01**

This Deed Restriction is made this 31 day of May, 2005, by Ernesto R. Flores, an unmarried person (hereinafter "Declarant").

**RECITALS**

1. Declarant is the owners of certain real property located in El Dorado County, State of California, described as follows:

Lot 589 of MOUNTAIN VIEW ESTATES UNIT NO.6 filed in the Office of the County Recorder, County El Dorado, State of California on August 4, 1961, in Book C of Maps at page 82

Said parcel was recorded in Document Number 2005-0039626-00, on May 12, 2005 in the Official Records of El Dorado County, California, and having Assessor's Parcel Number 033-553-01 (hereinafter "Retired Parcel").

2. The Declarant has received approval from the Tahoe Regional Planning Agency (TRPA) on May 16, 2005 to have one residential allocation assigned from the residential allocation pool to the receiving parcel described below as a result or permanently retiring and restricting the retired parcel to open space (TRPA File No. 20050414). The receiving parcel is described as follows:

Lot 8, Block 9, as shown upon that certain map entitled "Amended Map of Al-Tahoe", filed in the office of the County Recorder of El Dorado County, State of California, on November 21, 1917, in Map Book "A", at page 3.

Said parcel was recorded in Document Number 2003-0086714-00 on August 22, 2003 in the Official Records of El Dorado County, California, and having Assessor's Parcel Number 026-046-17 (hereinafter "Receiving Parcel").

3. Both the Retired and Receiving Parcels are 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 33, subsection 33.2.A(4)(b) of the TRPA Code of Ordinances, requires that the appropriate deed restrictions be recorded documenting the retirement of the retired parcel.

#### **DECLARATIONS**

1. Declarants hereby declare that the Retired Parcel described above is, and shall be, deemed by TRPA to have been permanently retired.
2. The use of Retired Parcel shall be restricted to permanent open space. As open space the property shall be restricted as follows:
  - a. No building, fences, billboards or other structures shall be placed or erected upon the property, and no driveways, roads or paving shall be placed or located on or within said property, except as set forth in the reservations to Transferor below.
  - b. The topography of the property shall be maintained in its present condition, and no excavation, removal of topsoil, sand, gravel, rocks or minerals, fill or other topographic changes shall be made, except as set forth in the reservation to Declarants below, and except to prevent soil erosion as approved by the Tahoe Regional Planning Agency in writing.
  - c. There shall be no dumping of soil, trash, ashes, garbage, waste or other unsightly or offensive materials allowed on the property.
  - d. There shall be no removal, destruction or cutting of trees, shrubs, or other vegetation on the property except as may be necessary for (a) the maintenance of existing foot trails, fire lanes, or other accesses, or (b) the prevention or treatment of disease.
  - e. There shall be no use of the property which may or does materially alter or disturb the landscape, native trees, wildlife, ground cover or other attractive scenic features of the property, including damage to the property by livestock owned by Declarants, other than those uses specified under the section below setting forth the reservations to Declarants.
  - f. There shall be no storage of vehicles, boats, firewood, building materials or equipment on the property.
  - g. There shall be no industrial or commercial activity permitted on the property.
  - h. There shall be no activities, actions, uses or conditions detrimental or adverse to water conservation, erosion control, soil conservation, fish and wildlife or habitat preservation, done or allowed on the property.
  - i. No off-road vehicles shall be permitted on the property except as necessary to carryout fire protection.

- j. There shall be no signs or advertising of any kind located on or within the property except for the specified and limited purposes of posting the property and showing ownership.
3. Notwithstanding the foregoing restrictions, the following enumerated rights are reserved by Declarant:
  - a. The right to erect and maintain fences along the perimeter of the property of a type which does not significantly interfere with view of the property and which is either low enough or open enough to permit free passage of native wildlife to and from the property, and of the type which complies with the TRPA Ordinances and regulations in effect at the time of such construction.
  - b. The right to remove hazardous substances, rubbish, diseased plants or trees or to correct dangerous conditions on the property.
  - c. The right to remove any vegetation, which constitutes or contributes to a fire hazard to the neighboring parcels, and which vegetation lies within one hundred (100) feet of existing or permitted residential development.
  - d. The right to repair underground utility lines.
  - e. The right to post signs to prevent trespass or to prevent the creation of prescriptive easements, which signs shall be of no greater size than the minimum specified by law.
  - f. The right to remove non-native trees or plants, subject to written approval of the Tahoe Regional Planning Agency.
  - g. The right to employ "controlled burns" for fire protection and habitat enhancement purposes pursuant to required governmental approvals.
4. Declarant agrees to pay or cause to be paid all real property taxes and other assessments levied or assessed against the Retired Parcel. Declarant further agrees not to encumber the Retired Parcel as security or otherwise.
5. Declarant declares that the Receiving Parcel, described above, is hereby deemed to have received one residential allocation pursuant to Subsection 33.2.A(4)(b). Said residential allocation does not constitute project approval or a vested right to development.
6. 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 Receiving Parcel and the Retired Parcel and shall be binding on the Declarants and Declarants transferee and assigns and all persons acquiring or owning any interest in the Receiving Parcel and Retired Parcel.



7. 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.

IN WITNESS WHEREOF, Declarant has executed this Deed Restriction this the day and year written above.

Declarant's Signature:

*[Handwritten Signature]*

Ernesto R. Flores

Dated: 5-27-05

STATE OF Nevada )  
COUNTY OF Douglas ) SS.

On this 27<sup>th</sup> day of May, 2005, before me, personally appeared personally known to me, or proved to me to be on the basis of satisfactory evidence to be the person 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 their behalf of which the person(s) acted) executed the instrument.

*[Handwritten Signature]*  
NOTARY PUBLIC



APPROVED AS TO FORM:

*[Handwritten Signature]*  
Tahoe Regional Planning Agency

STATE OF Nevada )  
COUNTY OF Douglas ) SS.

On this 17<sup>th</sup> day of May, 2005, before me, personally appeared Jordan Kahn personally known to me, or proved to me to be on the basis of satisfactory evidence to be the person 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 their behalf of which the person(s) acted) executed the instrument.

*[Handwritten Signature]*  
NOTARY PUBLIC

(END OF DOCUMENT)

