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DOC # 0663250
12/13/2005 10:54 AM Deputy: KLJ

OFFICIAL RECORD

Requested By:
RICHARD SEAMAN

Assessor's Parcel Number: _____

Recording Requested By:

✓ Name: Richard Seaman

Address: 2734 Nye Drive

City/State/Zip Minden, NV 89423

Real Property Transfer Tax: _____

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-1205 PG- 5680 RPTT: 0.00



Declaration of CCR's
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS is made this 13th
day December, 2005

RECITALS

The Declarant is the owner of all that certain real property located in Douglas County, Nevada
and more particularly described as a portion of APN # 1420-34-501-021, LDA-04-042, filed for
record in the Official Records of Douglas County, Nevada, on December 13 2005 in Book 1205
Page 5471, Document Number 663170.

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.

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. Except Lot #3—most easterly lot

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 2,500 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, 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

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.

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,

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 20 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.

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.

RICHARD H. SEAMAN

by *Richard H. Seaman*

On this 13 day of DECEMBER 2005, before me, the undersigned, a Notary Public, personally appeared, Richard H. Seaman, 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.

David W. Terry
Notary Public

