

OFFICIAL RECORD

Requested By:

OLD REPUBLIC TITLE COMPANY

**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  
BK-0308 PG- 696 RPTT: 0.00

**WHEN RECORDED MAIL TO:**

✓Tahoe Regional Planning Agency  
Post Office Box 5310  
Stateline, Nevada 89449  
Attention: Julie Kolowith, Assistant Environmental Specialist  
TRPA File No. TRAN2008-0012



**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR COMMERCIAL FLOOR AREA TRANSFER  
("DEED RESTRICTION") TO BE RECORDED AGAINST  
ASSESSOR'S PARCEL NUMBER (APN) 1318-22-002-104**

This Deed Restriction is made this 26th day of FEBRUARY, 2008, by Meadow Brook Associates, LP, a Nevada Limited Partnership (hereinafter "Declarant").

**RECITALS**

1. Declarant is authorized to transfer certain development rights from certain real property located in City of South Lake Tahoe, State of California, described as follows:

Being a portion of Section 22, Township 13 North, Range 18 East, M.D.B.&M.

COMMENCING at the Northeast corner of Lot 16, in Block 3 of OLIVER PARK, as shown on the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on February 2, 1959; thence along the Northeasterly line of MICHELE DRIVE the following distances and courses; North 18°23'35" East, a distance of 111.645 feet; thence on a curve to the right having a radius of 575.00 feet through a central angle of 10°25'14" for an arc distance of 104.58 feet; thence North 28°48'49" East, a distance of 257.22 feet to the point of intersection with the Southwesterly line of Kahle Drive extended Northwesterly; thence along the Southwesterly line of said Kahle Drive extended Northwesterly; thence along the Southwesterly line of said Kahle Drive extended North 61°11'11" West, a distance of 486.87 feet to the TRUE POINT OF BEGINNING; thence continuing along said line North 61°11'11" West a distance of 565.63 feet; thence along a curve to the left having a radius of 20.00 feet through a central angle of 90°00', an arc distance of 31.42 feet; thence South 28°48'49" West, a distance of 295.29 feet to a point; thence South 60°40'41" East, a distance of 585.65 feet; thence North 28°48'49" East, a distance of 320.54 feet to the POINT OF BEGINNING.

The above metes and bounds description appeared previously in that certain document recorded October 9, 2001, in Book 100, page 2502 as Document No. 524684.

Said parcel was recorded in Document Number 0596233 on November 7, 2003, in the Official Records of Douglas County, Nevada, and having Assessor's Parcel Number (APN) 1318-22-002-104 (formerly 1318-22-002-003) (hereinafter "Sending Parcel").

2. The Declarant has received approval from the Tahoe Regional Planning Agency (TRPA) on January 29, 2008 to transfer a total of **1,000 square feet** of commercial floor area from the Sending Parcel to a receiving parcel, described as follows:

Parcel 1:

LOT 23, AS SHOWN ON THE OFFICIAL MAP OF TAHOE VALLEY CENTER UNIT NO.2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 21, 1962, IN MAP BOOK C, AT PAGE 108.

SAVING AND EXCEPTING THE FOLLOWING:

THE SOUTH 235 FEET OF LOT 23, AS SHOWN ON THE MAP OF TAHOE VALLEY CENTER UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 21, 1962, IN MAP BOOK C, AT PAGE 108.

PARCEL 2:

LOT 24, AS SHOWN ON THE OFFICIAL MAP OF TAHOE VALLEY CENTER UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ON NOVEMBER 21, 1962, IN MAP BOOK C, AT PAGE 108.

Said parcel was recorded in Document No. 2817349, on March 7, 2003, in the El Dorado County Recorder, and having Assessor's Parcel Number (APN) 032-313-41 (hereinafter "Receiving Parcel").

3. Both the Sending Parcel and the Receiving Parcel 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 34 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 Sending Parcel from which the commercial gross floor area has been transferred, be restricted or retired pursuant to TRPA's ordinances. The Deed Restriction must likewise document that the structures or facilities accounting for the existing use on the Sending Parcel shall be removed or modified and the land restored and maintained in as natural a state as is possible so as to eliminate the units transferred.

#### DECLARATIONS

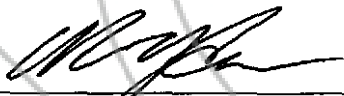
1. Declarant hereby declares that, for the purpose of transferring commercial floor area, and applying TRPA ordinances relating to the transfer of commercial gross floor area, the Sending Parcel shall be deemed by TRPA to have transferred **1,000 square feet** of commercial gross floor area to the Receiving Parcel, and to now contain **827 square**

feet of banked commercial floor area. The portion of the Sending parcel, from which the commercial gross floor area is transferred, shall be hereinafter restricted to reflect the use of **827 square feet** banked commercial floor area remaining thereon, unless and until TRPA approves additional development on the Sending Parcel pursuant to TRPA's ordinances in effect at the time of such development. This Deed Restriction shall likewise document that the structures or facilities accounting for the existing use on the Sending Parcel shall be removed or modified and the land restored and maintained in as natural a state as is possible so as to eliminate the development transferred.

2. Declarant agrees to pay or cause to be paid all real property taxes and other assessments levied or assessed against the Sending parcel.
3. 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 Declarant's assigns and all persons acquiring or owning any interest in the Sending Parcel and the Receiving Parcel.
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.

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

DECLARANT SIGNATURES:

  
 \_\_\_\_\_  
 Randy Lane,  
 Meadow Brook Associates, LP

Dated: 2/26/08

STATE OF Nevada )  
 COUNTY OF Douglas ) SS.

On February 26, 2008 before me, A. WESTERLIN, Notary Public, personally appeared Randy Lane, who proved to me on the basis of satisfactory evidence to be the person(s) 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 behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC

APPROVED AS TO FORM:

Wendy Jepson  
Tahoe Regional Planning Agency

Dated: 1-29-08

STATE OF NEVADA )  
                              ) SS.  
COUNTY OF DOUGLAS )

On 1-29-08, before me, Linda Allen, Notary Public,  
personally appeared Wendy Jepson, who proved to me on  
the basis of satisfactory evidence to be the person(s) 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 behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC

