

**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-0708 PG-3541 RPTT: 0.00

✓ **WHEN RECORDED MAIL TO:**  
Tahoe Regional Planning Agency  
Post Office Box 5310  
Stateline, Nevada 89449  
Attention: Patrick Dobbs, Associate Planner  
TRPA File No. TRAN2007-0307



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COVERAGE ASSIGNMENT ("DEED RESTRICTION")  
TO BE RECORDED AGAINST APN 1318-22-002-104  
(FORMERLY PART OF APN 1318-22-002-003)**

This Deed Restriction is made this 17 day of July, 2008, by Del LaFountain pursuant to an irrevocable Power-of-Attorney recorded June 17, 2004 in the Douglas County Recorder's Office as Document Number 0616419 entitled by Meadowbrook LP, dated May 3, 2004, and Del LaFountain. (hereinafter "Declarant").

**RECITALS**

1. Declarant is authorized to transfer certain development rights from certain real property located in Douglas County, State of Nevada, 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 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 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 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 1001, page 2502 as Document No. 524684.

Said parcel was recorded in Document Number 0596233, Book 1103, Page 03649, on November 7, 2003, in the Official Records of Douglas County, Nevada, and having Assessor's Parcel Number 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 October 19, 2007, to transfer 321 square feet of banked Class 1b land coverage from the Sending Parcel to a receiving parcel, described as follows:

All that portion of Tract No. 36 of Keller 5.0 Area Tracts and being a portion of the Northeast quarter of Section 2, Township 12 North, Range 18 East, M.D.B.&M., described as follows:

Beginning at the Northwesterly corner of the herein described parcel, a ¼ inch capped iron pipe, from which the Southwest corner of Lot 14 of said Section 2 bears (2 courses) South 60° 22' 30" West 82.54 feet, North 30° 00' 30" West 190.04 feet and South 48° 10' 20" West 1811.47 feet; thence from point of beginning North 60° 22' 30" East 32.54 feet, a similar pipe, the Northeasterly corner; thence South 29° 55' 40" East 140.02 feet, a similar pipe, the Southeasterly corner; thence South 60° 22' West 82.44 feet, a similar pipe, the Southwesterly corner; thence North 29° 58' West 140.03 feet to the point of beginning.

Said parcel was recorded in Document Number 2006-0034314-00 on May 19, 2006, in the Official Records of El Dorado County, California, and having Assessor's Parcel Number 025-510-77. (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 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 area of the transferred land coverage on the Sending Parcel be restored and maintained in a natural or near-natural state. The deed restriction must likewise document that the area of the transferred land coverage on 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 321 square feet of banked Class 1b land coverage and to now contain 66,491 square feet of banked Class 1b land coverage.

2. Declarant also hereby declares that the transferred coverage can never be transferred back to the Sending Parcel, and that such area shall be restored in a natural state or near natural state if not redeveloped pursuant to a TRPA permit. Declarant also declares that Declarant is permanently restricted from transferring the coverage back to the Sending Parcel. Declarant likewise declares that Declarant shall make provisions for the future maintenance of 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 Declarant 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's Signature:

*Del La Fountain*  
 Del LaFountain, Power-of-Attorney  
 Entitled by Meadowbrook Associates ,LP

Dated: July 17, 08

STATE OF California,  
 COUNTY OF El Dorado SS.

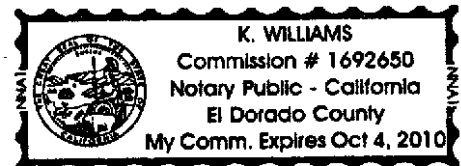
On July 17th 2008, before me, K. Williams,

Notary Public, personally appeared Del LaFountain,  
 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: *K. Williams*



APPROVED AS TO FORM:

*[Signature]*  
Tahoe Regional Planning Agency

STATE OF NEVADA        )  
                                      ) SS.  
COUNTY OF DOUGLAS    )

On July 16, 2008, before me, Danna Meyer, Notary Public, personally appeared Gary Weigee, 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: *Danna M Meyer*

