

OFFICIAL RECORD

Requested By:
ROBERT BALLOU

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 19 Fee: 32.00
BK-1108 PG-2177 RPTT: 0.00



Assessor's Parcel Number: _____

Recording Requested By:

✓ Name: Robert S. Ballou

Address: 2622 Erin Court

City/State/Zip Minden, NV 89423

Real Property Transfer Tax:

\$ _____

Restated Declaration of CC & Rs

(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.

RESTATED

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

FOR THE PALISADES PLANNED UNIT DEVELOPMENT

WHEREAS: a DECLARATION OF RESTRICTIONS dated the 13th day of July, 1994, was recorded on August 30, 1994 in Book 0894 Page 5164 as Document number 345023 by Declarant, Raymond M. Smith, establishing Conditions, Covenants and Restrictions for all parcels of land known as The Palisades (a legal description of which is attached as Exhibit A) and shown upon that certain map recorded on July 19, 1994, in Book 0794, Page 2524, Document number 342067 in the Official Records of Douglas County, Nevada; and

WHEREAS: said document was amended by a CORRECTED DECLARATION OF RESTRICTIONS recorded on April 10, 1995 in Book 0495 Page 1292 as Document number 359762 in the Official Records of Douglas County, Nevada; and

WHEREAS: said document was further amended by an AMENDMENT TO DECLARATION OF RESTRICTIONS, dated July 14, 1995 recorded in Book 0795 Page 1968 as Document number 366150 in the Official Records of Douglas County, Nevada; and

WHEREAS: said document was subsequently amended by an AMENDMENT TO DECLARATION OF RESTRICTIONS, dated March 29, 2000 recorded in Book 0300 Page 5305 as Document number 488738 in the Official Records of Douglas County, Nevada; and

WHEREAS: all sixteen (16) parcels in The Palisades have been sold by the Declarant; and

WHEREAS: pursuant to the authority granted in the above listed documents, the undersigned majority of parcel owners have approved this DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS;

NOW, THEREFORE, THESE CONDITIONS, COVENANTS AND RESTRICTIONS APPLY:

- A. These conditions, covenants and restrictions shall be considered as covenants running with the land and shall bind the Declarant and his heirs, executors, administrators and all future assigns, until January 2012 after which this Declaration shall automatically extend for successive periods of ten (10) years, provided however, that they may be changed, supplemented, or abolished in any or all particulars by the recordation in the Office of County Recorder of Douglas County, of an appropriate instrument duly executed and acknowledged by a majority vote of the owners of the parcels.

- B. These conditions, covenants and restrictions shall bind and ensure to the benefit of, and be enforceable by, the Declarant, and all future assigns, or by the owner of any parcel defined herein. The Architectural Review Committee (hereinafter referred to as the Committee) or any owner of any parcel may institute and prosecute any proceeding at law against any entity violating or threatening to violate any of the sections or subsections herein contained. Such action may be maintained to prevent a violation, or to recover damages for a violation. A failure to enforce any of these conditions, covenants and restrictions shall not be deemed a waiver or right to enforce them thereafter. Nothing herein shall be construed as preventing any legal remedy against a nuisance, public or private.
- C. Any invalidation of a specific aspect by order of any court of jurisdiction shall not affect the validity of remaining features which shall continue and remain in full force and effect. Any condition, covenant or restriction so invalidated is deemed as separable from the remaining conditions, covenants and restrictions herein set forth.
- D. The conditions, covenants and restrictions to which each said property is subjected are as follows:
1. Only one (1) primary dwelling, together with garage, private recreation facilities, retaining walls and other normal appurtenances shall be permitted on a parcel. A detached guest or servants facility may be allowed providing:
 - a. The total gross floor area is not more than eight hundred (800) square feet.
 - b. The premises are used solely for the support and convenience of the primary dwelling without charge.
 2. No temporary structure shall be erected, constructed, permitted or maintained prior to the commencement or the erection of the principal dwelling and no guest facility, garage, shed, tent, trailer, basement or other structure shall be used for permanent or temporary residence purposes at any time.
 3. No primary dwelling shall have a total floor area of less than eighteen hundred (1800) square feet, exclusive of porches, patios, terraces and garages. All structures erected shall be built in good workmanlike manner and shall not be moved from any other location onto any parcel unless it shall have been newly constructed elsewhere for the express purpose of placing it on said parcel.
 4. Stables, sheds, barns, corrals, greenhouses or other similar additions are permitted subject to Committee review and approval.
 5. No building will be approved other than single story, except on hillside or perimeter locations. Split level or other two story designs may be given special consideration by the Committee.



6. No building or structure shall be constructed, surfaced or painted with any material that will cause sunlight to be reflected.
7. No garbage, refuse, noxious 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, oil tanks, and other such facilities must be underground or placed in a walled area and shall not be visible from adjoining properties or from the street.
8. No roof shall have a pitch of more than 6:12 unless on a hillside location and with the consent of the Committee.
9. No obnoxious, offensive or disturbing activity of any kind shall be permitted.
10. All brush and other combustible materials are to be a distance of thirty (30) feet from the perimeter of all buildings, and the cleared area suitably landscaped. Wherever possible, native groundcover shall be maintained.
11. No antenna exceeding 24" in diameter shall be allowed without prior approval of the Committee.
12. The design, construction and maintenance of any fencing required by the individual homeowner in order to control animals or pets or otherwise desired by the homeowner shall be at the discretion of the homeowner. However, prior to construction, all plans for fencing must be submitted and approved by the Committee. Any fencing built shall be appropriately maintained to preserve both the function of the fences and their impact upon the attractiveness of the total development.
13. No clothes line shall be constructed or erected which would be visible from the street.
14. Homeowners may landscape their property at their discretion so long as all other applicable sections of the Declaration of Conditions, Covenants and Restrictions are met.
15. All landscaping shall be continuously maintained to harmonize with and sustain the attractiveness of the total development.
16. No outward shining night light (defined as an external light left on all night) shall be installed.
17. No pigs or similar animals shall be raised, kept or bred for commercial purposes on any parcel unless otherwise waived by the Architectural Review Committee. Any animals or pets shall be so controlled and restrained as not to run at large and become a nuisance or annoyance to the neighborhood. A maximum of four (4) horses shall be allowed per parcel.
18. The owner or any subsequent owner of these parcels shall participate in a community sewer and community water system when such system is within six hundred-sixty (660) feet of said parcel. Said owner or any subsequent owner shall waive all protest to the formation of any assessment district for the purpose of creating community water and sewer systems.

E. The Architectural Review Committee

1. **Function and Membership:** The principal and sole function of the Committee is to administer these Conditions, Covenants and Restrictions. Following a call for nominations from all parcel owners, three home owners from three different parcels within "The Palisades" development shall be elected by majority vote to serve as members of the Committee. There shall be one vote allowed per parcel. Initial terms of one, two, and three years will be established to provide continuity, with the option of re-election for additional 3-year terms. One additional home owner shall be similarly nominated and elected annually to serve as an alternate should one of the regular members be unavailable or need to recues himself or herself from a decision regarding their own property. Upon the resignation, death or failure to perform of any member of the Committee, the remaining member(s) shall call for nominations for a replacement to be elected by a majority vote of parcel owners.
2. **Procedure for Plan Approval:** Preliminary plans may be submitted for compliance review by the Committee. Prior to the submission of final plans for a building permit, the following must be submitted to the Committee for approval: Three (3) complete sets of construction blue prints or photocopies, including a plot plan establishing the exact location of the well, septic system, and all other planned improvements; a grading plan; side, front and rear elevations showing exterior finish and color scheme; all floor plans; and landscape plans. Upon approval of the final plans, two (2) sets shall be returned to the owner or his/her agent. A third set shall be retained by the Committee.
3. **Changes or Alterations:** The Committee shall examine and approve, or stipulate reasonable changes or alterations, in all plans for any structure, fence or wall to be constructed on any parcel.
4. **Redecorating or Alterations:** If any redecorating or alteration to the exterior of any structure is proposed without making structural changes, it shall only be necessary to file an exterior color scheme of such changes and to receive written approval of the Committee prior to commencing work. Routine maintenance that does not significantly alter the appearance of a structure is exempt from this requirement.
5. **Transfer of Authority:** Upon transfer of ownership of sixty per cent (60%) of the parcels within "The Palisades" development from the Declarant to other owners, the appointment of Raymond M. Smith and Cole S. Smith as representatives to the Architectural Review Committee shall terminate.



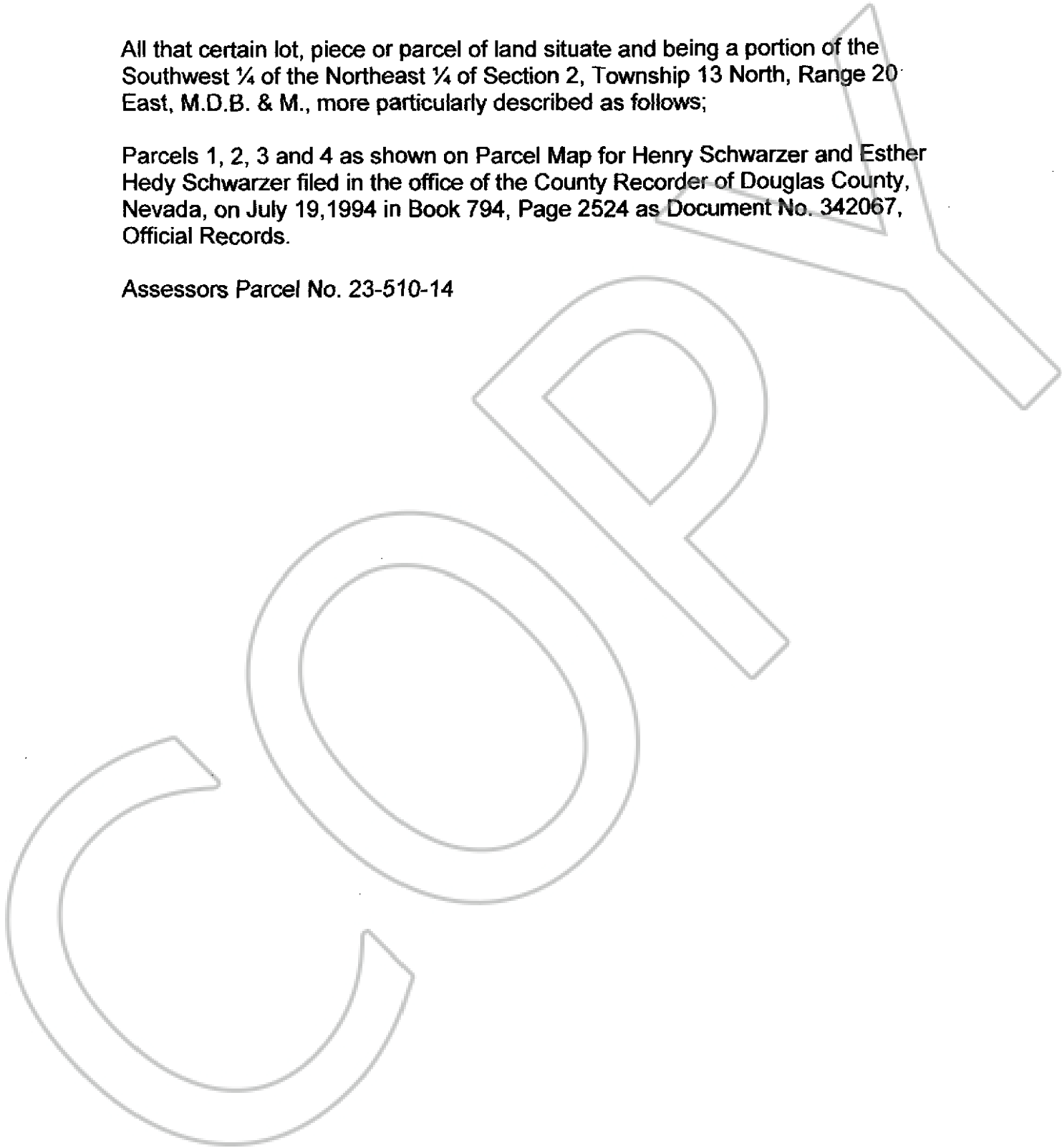
6. **Conflict Resolution:** Should a conflict arise between the Committee and a parcel owner(s) over plans submitted by the parcel owner(s), a two-step resolution process shall be available to the owner(s). First, the owner(s) shall have the right to argue the case before the Committee (with the aid of outside counsel, if desired). In such case a vote of two (2) favorable to the plaintiff shall be sufficient. As a result of such a meeting, should there still be no satisfactory resolution, the owner(s) shall have the right to bring the matter via U.S. Mail to all of the owners of parcels in "The Palisades." A two-thirds vote of those parcel owners voting by mail within a thirty (30) day period shall be decisive.

EXHIBIT A

All that certain lot, piece or parcel of land situate and being a portion of the Southwest ¼ of the Northeast ¼ of Section 2, Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows;

Parcels 1, 2, 3 and 4 as shown on Parcel Map for Henry Schwarzer and Esther Hedy Schwarzer filed in the office of the County Recorder of Douglas County, Nevada, on July 19, 1994 in Book 794, Page 2524 as Document No. 342067, Official Records.

Assessors Parcel No. 23-510-14



In witness whereof, the undersigned owner(s) of a parcel located at 1706 Toni Ct.

Minden, NV 89423 have executed this Restated Declaration of Conditions, Covenants and Restrictions for the Palisades Planned Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Sherry Abrams

Signature: Sherry Abrams

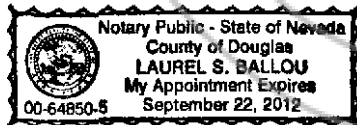
Print Name: Ed Abrams

Signature: Ed Abrams

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 8th day of November, 2008, Ed Abrams

and Sherry Abrams appeared before me, the undersigned, Notary Public in and for the State of Nevada, and known to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes herein mentioned. In witness thereof, I have hereunto set my hand and my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 1707 Toni Ct
Minden, NV 89423 have executed this Restated
Declaration of Conditions, Covenants and Restrictions for the Palisades Planned
Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Leslie A. Johnstone

Signature: Leslie A. Johnstone

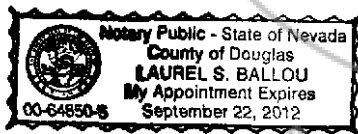
Print Name: _____

Signature: _____

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 8th day of November, 2008, Leslie A. Johnstone

and N/A appeared before me, the undersigned,
Notary Public in and for the State of Nevada, and known to be the person(s)
described in and who executed the foregoing instrument, who acknowledged to
me that they executed the same freely and voluntarily and for the uses and
purposes herein mentioned. In witness thereof, I have hereunto set my hand and
my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 1724 Toni Ct.

Minden, NV 89423 have executed this Restated Declaration of Conditions, Covenants and Restrictions for the Palisades Planned Unit Development in Douglas County, Nevada, on the date written below.

Print Name: MARK J. BONDIO

Signature: [Handwritten Signature]

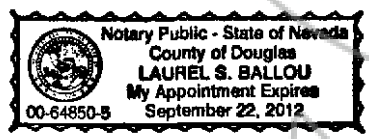
Print Name: _____

Signature: _____

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 11th day of November, 2008, Mark J. Bondio

and N/A appeared before me, the undersigned, Notary Public in and for the State of Nevada, and known to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes herein mentioned. In witness thereof, I have hereunto set my hand and my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 1729 Toni Ct.
Minden, NV 89423 have executed this Restated
Declaration of Conditions, Covenants and Restrictions for the Palisades Planned
Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Rebecca M. Bennett

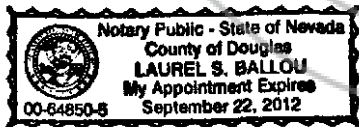
Signature: Rebecca M. Bennett

Print Name: Ralph W. Bennett

Signature: Ralph W. Bennett

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 9th day of November, 2008, Ralph W. Bennett
and Rebecca M. Bennett appeared before me, the undersigned,
Notary Public in and for the State of Nevada, and known to be the person(s)
described in and who executed the foregoing instrument, who acknowledged to
me that they executed the same freely and voluntarily and for the uses and
purposes herein mentioned. In witness thereof, I have hereunto set my hand and
my official seal.



Laure S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 1733 Toni Ct.
Minden, NV 89423 have executed this Restated
Declaration of Conditions, Covenants and Restrictions for the Palisades Planned
Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Rhema Cruson

Signature: [Handwritten Signature]

Print Name: Jeffrey Cruson

Signature: [Handwritten Signature]

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 9th day of November, 2008, Jeffrey Cruson
and Rhema Cruson appeared before me, the undersigned,
Notary Public in and for the State of Nevada, and known to be the person(s)
described in and who executed the foregoing instrument, who acknowledged to
me that they executed the same freely and voluntarily and for the uses and
purposes herein mentioned. In witness thereof, I have hereunto set my hand and
my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 1735
Toni Ct. Minden, NV have executed this Restated
Declaration of Conditions, Covenants and Restrictions for the Palisades Planned
Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Martha C. Washington

Signature: Martha C. Washington

Print Name: Walter R. Washington

Signature: Walter R. Washington

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 4th day of November, 2008, Walter R. Washington
and Martha C. Washington appeared before me, the undersigned,
Notary Public in and for the State of Nevada, and known to be the person(s)
described in and who executed the foregoing instrument, who acknowledged to
me that they executed the same freely and voluntarily and for the uses and
purposes herein mentioned. In witness thereof, I have hereunto set my hand and
my official seal.



Laurel S. Ballou

Notary Public.



In witness whereof, the undersigned owner(s) of a parcel located at 1736 Toni Ct.
Minden, NV 89423 have executed this Restated
Declaration of Conditions, Covenants and Restrictions for the Palisades Planned
Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Joseph J. Yankoskie

Signature: Joseph J. Yankoskie

Print Name: Wendi L. Yankoskie

Signature: Wendi L. Yankoskie

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 7th day of November, 2008, Joseph J. Yankoskie
and Wendi L. Yankoskie appeared before me, the undersigned,
Notary Public in and for the State of Nevada, and known to be the person(s)
described in and who executed the foregoing instrument, who acknowledged to
me that they executed the same freely and voluntarily and for the uses and
purposes herein mentioned. In witness thereof, I have hereunto set my hand and
my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 1738 Toni Ct.
Minden, NV 89423 have executed this Restated
Declaration of Conditions, Covenants and Restrictions for the Palisades Planned
Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Richard W. Strehle

Signature: Richard W. Strehle

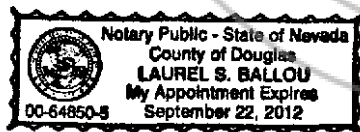
Print Name: CAROLE L. STREHLE

Signature: Carole L. Strehle

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 6th day of November, 2008, Richard W. Strehle

and Carol L. Strehle appeared before me, the undersigned,
Notary Public in and for the State of Nevada, and known to be the person(s)
described in and who executed the foregoing instrument, who acknowledged to
me that they executed the same freely and voluntarily and for the uses and
purposes herein mentioned. In witness thereof, I have hereunto set my hand and
my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 2616 Erin Ct
Minden, NV 89423 have executed this Restated
Declaration of Conditions, Covenants and Restrictions for the Palisades Planned
Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Raymond H. Jones

Signature: Raymond H. Jones

Print Name: LINDA R. JONES

Signature: Linda R. Jones

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 5th day of November, 2008, Raymond H. Jones
and Linda R. Jones appeared before me, the undersigned,
Notary Public in and for the State of Nevada, and known to be the person(s)
described in and who executed the foregoing instrument, who acknowledged to
me that they executed the same freely and voluntarily and for the uses and
purposes herein mentioned. In witness thereof, I have hereunto set my hand and
my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 2618 Erin Ct.

Minden, NV 89423 have executed this Restated Declaration of Conditions, Covenants and Restrictions for the Palisades Planned Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Valeri Bianchi-Wood

Signature: Valeri Bianchi-Wood

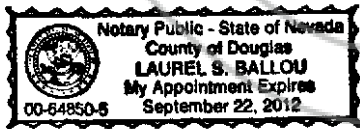
Print Name: _____

Signature: _____

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 8th day of November, 2008, Valeri Bianchi-Wood

and N/A appeared before me, the undersigned, Notary Public in and for the State of Nevada, and known to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes herein mentioned. In witness thereof, I have hereunto set my hand and my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 2620 Erin Ct.

Minden, NV 89423 have executed this Restated Declaration of Conditions, Covenants and Restrictions for the Palisades Planned Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Chester Hall

Signature: Chester Hall

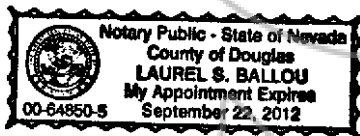
Print Name: _____

Signature: _____

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 5th day of November, 2008, Chester Hall

and N/A appeared before me, the undersigned, Notary Public in and for the State of Nevada, and known to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes herein mentioned. In witness thereof, I have hereunto set my hand and my official seal.



Laurel S. Ballou

Notary Public

In witness whereof, the undersigned owner(s) of a parcel located at 2622 Erin Ct.
Minden, NV 89423 have executed this Restated
Declaration of Conditions, Covenants and Restrictions for the Palisades Planned
Unit Development in Douglas County, Nevada, on the date written below.

Print Name: Robert S Ballou

Signature: Robert S Ballou

Print Name: Laurel S. Ballou

Signature: Laurel S. Ballou

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS

On this 12th day of November, 2008, Robert S. Ballou

and Laurel S. Ballou appeared before me, the undersigned,
Notary Public in and for the State of Nevada, and known to be the person(s)
described in and who executed the foregoing instrument, who acknowledged to
me that they executed the same freely and voluntarily and for the uses and
purposes herein mentioned. In witness thereof, I have hereunto set my hand and
my official seal.

Traci E Adams

Notary Public

