

OFFICIAL RECORD

Requested By:
JAMES M. PLAMENIG

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 18 Fee: 31.00
BK-0611 PG- 4090 RPTT: 0.00



Assessor's Parcel Number: _____

Recording Requested By:

Name: JAMES M. PLAMENIG

Address: 2647 FAWN FESCUE CT

City/State/Zip MINDEN, NV 89423

Real Property Transfer Tax:

\$ _____

CC&R'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.

1 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
2 RESTRICTIONS OF WILDHORSE
3 ANNEX PLANNED UNIT DEVELOPMENT NOW KNOWN AS MEADOWGRASS
4

5 THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
6 AND RESTRICTIONS OF WILDHORSE ANNEX PLANNED UNIT DEVELOPMENT NOW
7 KNOWN AS Meadowgrass ("Declaration") is made this 20 day of JUNE, 2011, by the
8 members of the Meadowgrass Homeowners Association, hereinafter referred to as "Owners" and
9 the Meadowgrass Homeowners Association, hereinafter referred to as "Association."

11 ARTICLE I
12 RECITALS

13
14 1.01 The Owners and the Association are the owners of certain real property in Douglas
15 County, State of Nevada, as described in Exhibit "A", which is attached hereto and by reference
16 made a part hereof (hereinafter referred to as the "Property"); and
17

18 1.02 Article II, Section 2.03 of the Declaration of Covenants, Conditions and Restrictions
19 recorded on January 11, 1994 as Document No. 327364 (and Document No. 356888) permits
20 changes to be made thereto upon the signing of an instrument providing for same by not less than
21 75% (57 affirmative votes) of the Owners; and,
22

23 1.03 The Owners and the Association consider it desirable and appropriate to establish
24 covenants, conditions and restrictions upon the Property in order to pursue a specific program for
25 the improvement thereof, which shall benefit the use, occupancy and enjoyment of same, and to
26 enhance and protect the value, desirability and attractiveness of the entire project.
27

28 1.04 Not less than 75% (57 affirmative votes) of the Owners have approved this Amended and
29 Restated Declaration of Covenants, Conditions and Restrictions of the Association as evidenced
30 by the certificate of the signature of the officers of the Association below.

31
32 ARTICLE II
33 GENERAL PROVISIONS
34

35 2.01 Establishment of Restrictions and Covenants. The Owners and the Association hereby
36 declare that the Subject Property which is described in Exhibit "A" hereto, shall be held,
37 conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner
38 subject to the declarations, limitations, easements, covenants, conditions and restrictions set forth
39 in this Declaration, all of which are hereby declared to be in furtherance of a general plan for the
40 development, improvement, and sale of the Property, and further declared to be for the purpose
41 of enhancing, maintaining, and protecting the value and attractiveness of the Property. All
42 provisions hereof shall be deemed to run with the land as covenants running with the land or as

43 equitable servitudes, as the case may be, and as liens, and shall constitute benefits and burdens to
44 the Owners and their assigns and to all persons hereafter acquiring or owning any interest in the
45 Property, however such interest may be obtained. The terms and provisions of this Amended and
46 Restated Declaration are hereby expressly declared to amend and in all respects supersede, in
47 their entirety, the terms and provisions of the Declaration of Covenants, Conditions, and
48 Restrictions recorded on January 11, 1994 as Document 327364 and re-recorded November 9,
49 1994 as Document 350388, the Declaration Amending to Declaration of Covenants, Conditions
50 and Restrictions recorded on November 30, 1994 as Document No. 351533; the Declaration
51 Amending Declaration of Covenants, Conditions and Restrictions recorded on February 27, 1995
52 as Document No. 356888; and the Declaration Amending Declaration of Covenants, Conditions
53 and Restrictions recorded on April 10, 1997 as Document No. 0410318.

54
55 **2.02 Restrictions Operate as Covenants.** Each purchaser of any parcel of the Property
56 covenants and agrees to use the Property only in accordance with the restrictions herein set forth
57 and to refrain from using the Property in any way inconsistent with or prohibited by the
58 provisions of this Declaration.

59
60 **2.03 Amendment.** Except as provided in 8.04 below, these Deed Restrictions may be amended
61 by an affirmative vote of seventy-five percent (75%) (57 affirmative votes) by the owners of lots
62 within the Property. Any amendment must be recorded in the Office of the County Recorder of
63 Douglas County, Nevada.

64
65 **2.04 Enforcement.** The Association or any Owner shall have the right to enforce, by any
66 proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by
67 the provisions of these Deed Restrictions. Failure by the Association or any Owner to enforce
68 any covenant or restriction herein contained shall in no event be deemed a waiver of the right to
69 do so thereafter. Where it states that the Association shall have the right or obligation to act, it
70 shall mean the Association acting through its Board of Directors.

71
72 **2.05 Definitions:**

73
74 (a.) **Area of Elevation:** Total height and length of a building as projected to a vertical plane.

75
76 (b.) **Building Line:** An imaginary line parallel to the street right-of-way line that a building
77 structure may be located (except for overhangs, stairs and sunscreens).

78
79 (c.) **Curb Line:** The imaginary line parallel to a lot which is repeated by the curb-face
80 abutting the subject lot.

81
82 (d.) **Lot:** The fractional part of blocks as divided and subdivided on parcel or subdivision
83 maps of the Official Records of Douglas County, Nevada, as they from time to time be
84 amended or modified.

85
86 (e.) **Owner:** Any person, firm, corporation, trust, limited liability company or other entity in
87 which a Lot is vested according to the Douglas County records. For purposes of

88 requiring compliance with the obligations hereunder and where the context requires and
89 to change [or expand] the preceding sentence, the term Owner shall include Owner's
90 family, contract purchaser if such contract is recorded, lessees, tenants, servants,
91 employees, guests, invitees, and licensee.
92

93 (f.) **Right-of-way Line:** When reference is made to right-of-way line it shall mean the line
94 which is then established on either the adopted County Master Plan, Traffic Circulation
95 Plan, or the filed subdivision or parcel maps as the ultimate right-of- way line for roads or
96 streets.
97

98 (g.) **Streets:** Reference to all streets or rights-of-way within these restrictive covenants shall
99 mean dedicated vehicular rights-of-way. In the case of private or non-dedicated streets, a
100 minimum setback from the right-of-way line of said streets of thirty (30) feet shall be
101 required for all structures. Except for sidewalks or access drives, this area shall be landscaped
102 according to the setback area standards from dedicated streets contained herein.
103

104 **ARTICLE III**
105 **PROPERTY OWNERS ASSOCIATION**
106

107 3.01 **Organization.** Meadowgrass Homeowners Association (hereafter, the "Association"), shall
108 be a non-profit, Nevada corporation created for the purposes, charged with the duties, and vested
109 with the powers prescribed by law and set forth in its Articles and Bylaws or in this Declaration.
110 Consistent with the laws of the State of Nevada and the governing documents of Meadowgrass
111 Association, the Articles and Bylaws may be changed from time to time, as stated in 1.03 above
112 and in NRS 116, provided the changes are approved by not less than 75% (57 affirmative votes)
113 of the Owners of the lots within Meadowgrass.
114

115 3.02 **Membership.** Only Owners shall be members of the Association. Each Owner shall
116 automatically be a Member of the Association without the necessity of any further action on his
117 part, and Association membership shall be appurtenant to and shall run with the property interest,
118 ownership of which qualifies the owner thereof to membership. Membership may not be severed
119 from, or in any way transferred, pledged, mortgaged or alienated except together with the title to
120 said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage
121 or alienation shall be void.
122

123 3.02.1 **Lien.** Except as provided in NRS 116, the lien of assessments provided for herein shall be
124 subordinate to the lien of any first deed of trust or first mortgage. Sale or transfer of any lot shall
125 not affect the assessment lien. However, the sale or transfer or any lot pursuant to a first deed of
126 trust or first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien or
127 such assessments as to payments which become due prior to such sale or transfer, subject to the
128 provision of NRS 116. No sale or transfer shall release such lot from liability for any
129 assessments thereafter becoming due or from the lien thereof.
130

131 (Blank)
132 (Blank)

133 **3.03 Voting Rights:**
134

135 **3.03.1 Membership Voting.** Membership shall be appurtenant to and may not be separated
136 from the ownership of any Lot. Each member shall be entitled to one vote for each Lot owned
137 and where a Lot is owned by more than one person, the vote for each Lot shall be exercised as
138 they among themselves determine, but in no event shall more than one vote be cast with respect
139 to any one Lot. Any Lot Owner in violation of any provision of any of the governing documents
140 will be denied voting rights on matters related to the common interest community as stated in
141 NRS 116.31031 (1)(a)(1) or any superseding statute.
142

143 **3.03.2 Proxy Voting.** Except as prohibited by Chapter 116 of the Nevada Revised Statutes or
144 other applicable Nevada law, any Owner may give a revocable written proxy to any person
145 allowed by law authorizing the latter to cast the Owner's votes on any matter. Such written-
146 proxy shall be in such form as may be prescribed by the Bylaws of the Association, and NRS
147 116.
148

149 **3.03.3 Cumulative Voting.** The cumulative system of voting shall not be used for any purpose.
150

151 **3.04 Meetings of Members.** The Association shall hold a regular annual meeting of the general
152 membership on the first Saturday in June of each year at 10:00 am, at a place preferably within
153 the subdivision but may be held elsewhere outside the confines of Meadowgrass if unforeseen
154 factors make it necessary. A quorum is established if at any meeting the presence of total
155 members, in person or by proxy, equals or exceeds 20% of the total voting members, i.e., 20% of
156 76 = 15 members. The quorum requirement shall be equal to 20% of the Members entitled to
157 vote, per (NRS 116.3109).
158

159 A Chairman shall be selected by the Members. The Chairman of the Association, or in his
160 absence a temporary Chairman selected by a majority of Members present, once a quorum exists,
161 shall call the meeting to order, conduct the meeting and act as Secretary. Except as provided
162 otherwise in this Declaration, any action on the agenda may be taken at any legally convened
163 meeting of the Association Members upon the affirmative vote of the members having a majority
164 of the total votes present at such meeting in person or by proxy.
165

166 **3.05 Duties of the Association.** Subject to and in accordance with this Declaration and any
167 amendments thereto, the Association shall have and perform each of the following duties for the
168 benefit of the Members of the Association.
169

170 **3.05.1 Members.** The Association shall accept all Owners as Members.
171

172 **3.05.2 Repair and Maintenance of Detention Ponds, and Open Spaces.** The Association shall
173 maintain in good repair and condition the water run-off retention areas, open spaces, and
174 structures associated with the development. The 23-designated acres on the west side of
175 Wildhorse Lane belong to the Association and serve as placement for two drainage ditches and a
176 retention pond. This entire area is posted NO TRESPASSING for all wheeled and/ or motorized
177 vehicles. No person with such a vehicle is authorized to pass a NO TRESSPASSING sign or a



178 gate into this area for any reason except for bona fide, Board authorized maintenance. The main
179 access gate blocking the extension of Judy Street into this area shall remain locked by the Board
180 at all times. Further, all NO TRESPASSING signage and blocking gates will be kept in good
181 order.

182
183 All roadways within Meadowgrass have been properly dedicated to Douglas County and are no
184 longer maintained by the Association.

185
186 The Subdivision shall be connected to the Douglas County East Valley Utility water system for
187 domestic service, having been properly dedicated to Douglas County.

188
189 The Subdivision shall be connected to the Douglas County East Valley Utility wastewater
190 treatment plant for sewer service, having been properly dedicated to Douglas County.

191
192 3.05.3 **Insurance.** The Association shall obtain and maintain in effect policies of insurance
193 adequate, in the opinion of the Association or as required by NRS 116, in kind and amount
194 which the Association shall deem necessary or expedient to carrying out the Association's
195 functions.

196
197 3.05.4 **Enforcement.** The Association shall perform any action necessary to further this
198 Declaration and may take any act allowed hereunder or under applicable Nevada law.

199
200 3.06 **Liability of Association Board Members.** No member of the Association's Board of
201 Directors shall be personally liable to any of the other Association Members, to the Members, or
202 to any other person, for any error or omission of the Association, its representatives and
203 employees, or the Architectural Landscape Committee (see: Article V, Architectural Control),
204 provided that such Association Member has, upon the basis of such information as may be
205 possessed by him, acted in good faith.

206
207 **ARTICLE IV**
208 **USE AND BUILDING RESTRICTIONS**
209

210 4.01 **Commercial Use.** No business or commercial enterprise of any form shall be performed or
211 conducted on any parcel or within any dwelling or outbuilding except for discreet "in-home"
212 businesses. The conducting of such businesses must not impact the normal tranquility of the
213 neighborhood environment with any activity external to the building where business is
214 conducted. Prohibited activities include but are not limited to: the storing of hazardous
215 materials in such quantities which would present a danger to the neighborhood, the posting of
216 signs or business advertisement of any kind, the conducting of business external to the enterprise
217 building, gardening being an obvious exception, the pooling or gathering or parking of company-
218 owned vehicles or equipment for any reason or at any time; nor will there be any other activity
219 causing unwarranted noise or unsightly scenes or obnoxious smells or anything of the kind which
220 would impact the desired residential neighborhood environment. Patronage to the business that
221 results in increased vehicular traffic shall not be permitted. Conducting such business activity
222 shall at all times be carried-out in accordance with the Meadowgrass governing documents and

223 the Douglas County Building Code, Section 20.616 requirements and guidelines. If this
224 Declaration is more restrictive than any applicable County code or law, then this Declaration
225 shall control, and equal scrutiny shall be applied to each and every Lot in every case.
226

227 **4.02 Signs.** No sign or billboard of any kind shall be displayed to the public view on any
228 portion of the Property; provided, however, that for a reasonable time, and from time to time an
229 owner may display on his lot one (1) sign advertising its sale or lease by him so long as such sign
230 complies with any customary and reasonable standards promulgated by the Association as to
231 size, color, shape or other qualification for the permitted sign. Political signs, as allowed by the
232 Douglas County Code and as set forth in NRS 116.325 also shall be permitted. Any permitted
233 sign shall be commercially lettered and shall not exceed 24-inches by 36-inches.
234

235 **4.03 Nuisance.** No noxious, offensive or disturbing activity of any kind shall be permitted within
236 any structure or upon any Lot within the Property, nor shall anything else be done in any
237 residence, on any Lot or the Property which may be or become an annoyance to the
238 neighborhood or which shall in any way interfere with the quiet enjoyment by each Owner of his
239 respective Lot and residence, or which shall in any way increase the rate of insurance for the
240 Association or any Owner. This section includes, but is not limited to, the discharge of firearms
241 or fireworks, unmuffled motor vehicles, barking dogs, loudspeakers and other sources of noise.
242

243 **4.04 No Partitioning or Subdividing.** No Lot shall be subdivided, parceled or partitioned and
244 no residence shall be erected on less than one Lot. No deed, conveyance, transfer or agreement
245 shall be executed or entered into by any Owner which would affect or cause a separation into
246 different ownerships, the surface and subsurface rights of any Lot or residence or portion thereof.
247

248 **4.05 Temporary Structures.** No temporary residential structure of any form or type and no
249 trailer, basement, tent, shack, barn or other outbuilding shall be constructed or used as a
250 residence at any time, either temporarily or permanently, except as limited in the Rules and
251 Regulations for visitation.
252

253 **4.06 Certificate of Occupancy.** Upon commencement of construction of any residence or
254 improvement therein with the Property, all reasonable speed and diligence shall be employed by
255 the Owner to complete said construction, and completion must be effected within twelve (12)
256 months of commencement of construction as evidenced by a Certificate of Occupancy issued by
257 the duly authorized governmental authority.
258

259 **4.07 Relocated Residences.** Except for new structural components approved by the
260 Architectural Landscape Committee no existing, used, previously constructed or partially
261 constructed structure of any type or nature, including but not limited to trailer homes, mobile
262 homes, modular homes, prefabricated homes or manufactured housing, shall be moved from
263 another place onto the Property.
264

265 **4.08 Motor Driven Cycles.** All motor driven cycles shall be used solely for the purpose of
266 transportation. No racing, reckless, or competitive riding shall be carried on upon any Lot or
267 street.

268 **4.09 Prohibition Against Reflective Building Materials.** No building or structure shall be
269 constructed or surfaced with a material that will cause sunlight to be reflected.

270

271 **4.10 Antennas.** No radio transmitting and receiving antennas for short wave or ham radio
272 installations shall be installed.

273

274 **4.11 Satellite Dishes.** No satellite dishes shall be permitted unless they are installed in a manner
275 which meets with the approval of the Architectural Landscape Committee and applicable Federal
276 law.

277

278 **4.12 Utilities.** All utility connections and service lines to each lot or residence must be installed
279 underground, including electric service, water service, sewer service, gas service, television and
280 telephone cable, in accordance with accepted construction and utility standards. All outdoor
281 lighting shall be subdued and shielded in such a way as to prevent illumination and glare to
282 adjacent or nearby properties. Utility type "night lights" shall be prohibited.

283

284 **4.13 Unightly Items; Garbage Removal; Clotheslines.** No refuse, unsightly, abandoned or
285 derelict vehicles, debris, noxious material, discarded personal effects, construction materials not
286 for immediate use, garbage, compost material or similar matter shall be permitted to accumulate
287 on any Lot or portion thereof, and shall be disposed of in accordance with accepted sanitary
288 practice. Each Owner shall maintain his Lot in a neat, orderly and well-groomed manner, and he
289 shall subscribe to a regularly scheduled and established garbage collection service. Each Lot
290 shall promptly be cleaned of all waste, debris, used building materials, garbage and other waste
291 materials during the course of construction and following construction. No outdoor clotheslines
292 are permitted on the Lots or residences. All refuse containers, woodpiles, storage areas, oil tanks,
293 machinery and equipment shall be prohibited upon any Lot or residence unless obscured from
294 view from adjoining residences and Lots and streets by a wall, fence or screen approved by the
295 Association or the Architectural Landscape Committee as to size, color or other qualifications for
296 permitted fences or screens.

297

298 **4.14 Landscaping.** Within twelve (12) months from the date of first occupancy, or from date of
299 completion, whichever shall first occur, each lot must be fully landscaped and fenced with a six
300 foot (6) fence. In the event any Lot Owner fails to maintain the landscaping in front of his
301 residence, and not enclosed by fence, to the standard required by the Architectural Landscape
302 Committee or the Association, then the Architectural Landscape Committee or the Association,
303 after giving said Owner fifteen (15) days notice of the deficiencies and will maintain said
304 landscaping at the Owner's expense as a construction penalty. In the event the Owner fails to pay
305 the construction penalty assessed, a lien may be filed by the Association against said Owner's
306 Lot for the cost of said landscaping, together with reasonable attorney's fees to enforce said lien.
307 All landscaping shall be maintained to harmonize with and sustain the attractiveness of the
308 development. No trees shall be planted that are or will grow to unreasonably obstruct the view of
309 adjoining parcels. No trees are to be planted on the perimeter of the property and all trees planted
310 will be spaced as to not unreasonably obstruct the view of adjoining Owners. Any dispute shall
311 be resolved by the Association or by the Architectural Landscape Committee as appointed by the
312 Association.

313 4.15 **Minimum Residence Floor Area.** Only one single family dwelling unit or residence used
314 solely for residential purposes, with 1,500 square feet minimum of enclosed living space, shall
315 be constructed. Private, attached or detached garages used in connection with said residence,
316 together with guest or servant's quarters, and other outbuildings, only as expressly provided
317 hereinafter, shall be permitted on a Lot. A minimum two-car garage shall be constructed on the
318 Lot.

319
320 4.16 **Animal Restrictions.** No animals, livestock or poultry of any kind shall be raised, bred or
321 kept on any Lot within the Property, provided, however, that dogs, cats or other household pets
322 may be kept there if they are not kept, bred or maintained for commercial purposes or for profit
323 and provided that such pets are not kept in such a manner as to constitute a nuisance or in any
324 manner inconsistent with the law.

325
326 4.17 **Vehicles:**

327
328 (a) Every single-family dwelling unit constructed within the Property shall have on the same
329 Lot enough enclosed automobile storage space for at least two (2) automobiles.

330
331 (b) Except as provided in this section, no recreational vehicle or equipment shall hereafter be
332 permitted to remain anywhere within the Property, including without limitation, streets,
333 alleys or driveways, unless placed or maintained behind a six (6) foot fence or barrier, or
334 within an enclosed structure which may be attached to a residence, or a detached
335 outbuilding approved by the Architectural Landscape Committee.

336
337 (c) No automobile, recreational vehicle or equipment or commercial vehicle or any other
338 motorized vehicle may be dismantled, rebuilt, repaired, or repainted at a residence unless
339 performed within a completely enclosed garage or other structure located on the property
340 or behind a barrier such as a six (6) foot fence wherein the sight and or sound of such
341 activities is completely screened from streets and neighboring residences. The foregoing
342 restriction shall not be deemed to prevent temporary parking for loading or unloading of
343 vehicles or those activities normally incident to washing and polishing or incidental
344 servicing of vehicles.

345
346 (d) Recreational vehicles and equipment of the Lot Owners are permitted to be parked in
347 front of a residence only in the following circumstances: (i) up to 48 consecutive hours
348 twice each month; (ii) Recreational vehicles and equipment owned by guests temporarily
349 visiting an Owner may be parked in front of such Owner's residence for a period not to
350 exceed one (1) week.

351
352 (e) As used in this section "recreational vehicle or equipment" shall include trailers, boats,
353 campers, trailer coaches, buses, house cars, motor homes, off-road vehicles, or any other
354 similar type of equipment or vehicle.

355
356 (f) As used in this section, "commercial vehicle" shall be defined as a business related truck
357 of greater than 1-ton capacity and with a sign prominently displayed on any part thereof

358 advertising any kind of business or on which racks, materials and/or tools are visible and
359 are clearly business-related, except that lot owners who own businesses which are located
360 external to Meadowgrass are allowed to park one company vehicle, regardless of attached
361 advertising, at their residence when it is the primary vehicle being used as transportation
362 to and from the business so long as it complies with the size limit noted above.
363

364 (g) Temporary parking shall mean parking of vehicles belonging to guests of Owners or are
365 commercial vehicles being used in the furnishing of services to the Owners or the parking
366 of vehicles belonging to or being borrowed or rented by Owners for temporary loading
367 and unloading activities.
368

369 (h) The Association reserves the right to take action within the parameters of these
370 declarations against the maintenance and use of a vehicle on the Property which violates
371 the spirit and intent of this section.
372

373 4.18 **Exterior Décor.** No structure shall be painted or otherwise improved or decorated or
374 redecorated in any color or in any manner which is obtrusive and clearly not in keeping with the
375 natural and neighborhood surroundings or is otherwise objectionable or detrimental to
376 neighboring residences.
377

378 (a.) The exterior woodwork of all residences, buildings and structures erected or constructed
379 on any Lot shall be siding material limited to natural wood products, stucco, masonry,
380 inner-seal exterior sidings or similar products or other equivalent materials acceptable to
381 the Architectural Landscape Committee or the Association upon being satisfied that any
382 such products are equal or greater in appearance or compatibility as natural wood
383 products. Further, hard board siding or similar products are deemed not acceptable. Said
384 exterior will be painted with at least two (2) coats of paint, varnish or other stain or any
385 approved coloration within thirty (30) days of beginning the project. Further, all roofing
386 services shall be either (1) medium cedar shakes, masonry tiles, high quality composition
387 shingles acceptable to the Architectural Landscape Committee or Association, or any
388 equivalent material acceptable to the Architectural Landscape Committee or Association.
389 At no time will the exterior of any house, building or structure be allowed to degrade to a
390 state of aesthetic deterioration such that it becomes a visual nuisance or objectionable to
391 others in the neighborhood.
392

393 (b.) Any proposed redecorating or alterations of the exterior of any residence or structure
394 must be submitted to the Architectural Landscape Committee for approval.
395

396
397 (c.) Any proposed redecorating or alterations to the exterior of any residence or structure will
398 be deemed to be the equivalent of new construction and must be submitted to the
399 Architectural Landscape Committee or Association for approval prior to the
400 commencement of such redecorating, alterations or remodeling. Refreshing the exterior
401 paint and trim on a home in the existing color scheme is not considered "new
402 construction".

403 4.19 **Fences.** No fencing shall be constructed in excess of six (6) feet in height. All fences shall
404 be approved in writing by the Architectural Landscape Committee or Association prior to
405 installation. All Lots along Vicky Lane acknowledge that the existing fence is set back ten (10)
406 feet from the east property line and said fence will be maintained in its present location and not
407 moved easterly. The existing fence along Johnson Lane is set back from Johnson Lane
408 accommodate the drainage channel easement. Said fence shall not be moved south of its existing
409 location by any property Owner.

410
411 4.20 **Excavation.** No excavation or drilling for oil shale, minerals, stone, gravel or earth shall be
412 made upon any Lot except that excavation for necessary construction purposes relating to
413 residential units, retaining and court walls, outbuildings and pools, and for the purpose of
414 contouring, shaping and generally improving any Lot as a residence is permitted. No excavation
415 shall commence for any purpose without prior approval in writing from the Architectural
416 Landscape Committee or Association.

417
418 4.21 **Aircraft Noise.** Aircraft noise from the Douglas County Airport extends into the area of
419 WILDHORSE ANNEX, herein known as Meadowgrass, and as such may have a detrimental
420 effect on the Lot Owner's daily lifestyle. A Lot Owner is purchasing this property with this
421 understanding and so represents that they will not take any legal or equitable action against
422 Douglas County, Nevada or the Architectural Landscape Committee, the Association, their
423 agent, entities or employees, as a result of any noise generated by Douglas County Airport
424 activities.

425
426 **ARTICLE V.**
427 **ARCHITECTURAL CONTROL**
428

429 5.01 For the purpose of ensuring a quality development of the area, an Architectural Landscape
430 Committee ("ALC") is established. This ALC shall review and approve all buildings, structures
431 and other improvements placed on each Lot, as well as make exceptions to these reservations and
432 restrictions as necessary and proper, whether or not specific provision therefore is stated in any
433 conveyance of a lot hereinafter made. The ALC shall require the contractor and/or home builder,
434 prior to approval of plans, to furnish a landscape plan and a sprinkler plan to be approved by the
435 ALC. Completion of the sprinkler system and landscaping, together with fencing the rear yard,
436 shall be completed prior to occupancy. The ALC may delay these requirements for a maximum
437 of six (6) months. The Owner of each Lot, by acceptance of title thereto or by taking possession
438 of title thereto or by taking possession thereof, covenants and agrees that no building shall be
439 placed upon such Lot unless and until the plans and specifications therefore and the plot plan
440 have been approved in writing by the ALC herein provided. The Board of Directors shall at any
441 time appoint new members to the ALC; however, its membership shall not exceed four (4)
442 members, the chairman of which shall be a currently serving Director of Meadowgrass
443 Association. Members shall serve at the pleasure of the Board. Structural alteration to the
444 exterior appearance of any building or structure will not be made without ALC approval. The
445 Board may delegate authority to and the ALC may then consult with professionals in the
446 building, design, construction or legal fields as the ALC deems necessary.

447

448 5.02 No dwelling unit, residence, garage, outbuilding, fence, wall, retaining wall or any type of
449 construction activity, including grading or removal of natural cover, shall be commenced or
450 placed on any Lot until two (2) complete sets of plans and specifications thereof, including front,
451 side and rear elevations, floor plans of each floor and basement, exterior color scheme thereof
452 and plot plan indicating topography, including the exact nature of all structures and landscape
453 details, shall have been first submitted in writing to the ALC and approval obtained. Approval
454 shall be effected by the ALC and one (1) set returned to the applicant. The ALC shall act
455 diligently on all complete submissions and if action has not been taken by ALC taken within
456 forty-five (45) days, the plans shall be deemed approved. If required, it is the Lot Owner's
457 responsibility to insure that any such project shall also meet all requirements of the Douglas
458 County Building Department. In any case, a project shall not commence until the submission is
459 complete.

460
461 5.03 The ALC shall examine and approve or stipulate reasonable changes or alterations in plans
462 for any structure, dwelling, unit outbuilding, pool, hedge, fence or wall to be constructed on any
463 Lot. Said changes or alterations in plans duly submitted to the ALC shall be made only in the
464 best and continuing interest in maintaining a superior appearance and quality of architecture
465 throughout the subdivision. Approval of any submitted plan specification shall not cause the
466 ALC or its members to be liable to any person in any way.

467
468 5.04 Approval by the ALC of any plans may be withheld due to non-compliance with any of the
469 requirements of this Declaration or due to reasonable disapproval by the ALC as to the location
470 of a building site upon any Lot, appearance, construction materials to be used, the grading plan,
471 the harmony of a proposed structure site with respect to the surrounding area and homes, and the
472 influence or effect that any construction activity may have upon an adjacent or neighboring
473 Lot(s) including obstruction of view.

474
475 5.05 On or before January 1, 2011, any completed building or structure of any kind which is
476 deviating from the reasonable guidelines as listed in the governing documents of the
477 Meadowgrass Association, which has not been previously and formally challenged by any
478 previous Board or its empowered committees is hereby granted a one-time "grandfathered-in"
479 status and will not be subjected to the scrutiny or challenge of any future Board or its empowered
480 committees to the extent that such building or structure is legally permitted and constructed in
481 accordance with, or otherwise allowed by, any and all Douglas County building codes. This
482 clause does not waive any violations that occur after January 1, 2011.

483
484 **ARTICLE VI**
485 **REPAIR AND MAINTENANCE**
486

487 **6.01 Repair and Maintenance by Owner.** Every Owner shall:

- 488
489 a.) Maintain the exterior of his residence, walls, fences, roof, any other improvements of
490 such residence or located on a Lot in good condition and repair; and
491

b.) Install and thereafter maintain in attractive condition landscaping and sprinkling systems in accordance with the provisions of this Article and Section 4.18 of Article IV.

c.) Owners whose Lots border on Johnson Lane or Vicky Street will be held responsible for weed abatement and cleanliness outside their respective fences.

6.02 Standards for Maintenance and Installation.

(a) Maintenance of the exterior of the residences and other improvements, including without limitation, walls, fences and roofs shall be accomplished in accordance with the architectural standards and, if required by the architectural standards, only after approval of the Association or the ALC;

(b) All slopes or terraces on any residence shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining residences;

(c) No owner shall cause or allow any change to drainage on any Lot

**ARTICLE VII
ASSESSMENTS**

7.01 Covenant to Pay Assessments. The Association may levy assessments on the Lot Owners in order to meet its obligations under the authority of this Declaration and applicable Nevada law as stated in the NRS 116, for the maintenance of any common area property owned by the Association, enforcement of this Declaration, compliance with applicable state law in accordance with any power of the Association and for the benefit of the Lot Owners. Each Owner covenants and agrees to pay the Association any assessment made. The Board of Directors shall affix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment payment date. Any assessment not paid per the Lot Owner's choice of "in-full" or "quarterly" shall be handled under the provisions of the Annual Assessment – and current Late Payment Policy of this Association.

7.02 Extent of Owner's Personal Obligation for Assessments. The obligation to pay Assessments and charges and the right and power of the Association to initiate all actions and procedures for collection will run with the land, so that each successive Owner or Owners of record of any Lot will, in turn, become liable to pay all Assessments permitted or required herein, together with late charges, interest, costs, collection expenses, fines, or other charges, and reasonable costs (including reasonable attorney's fees) for the collection thereof, will be a separate, distinct and personal debt and a personal obligation of the Person who was the Owner of the Lot at the time the Assessment was levied. The Owner of such Lot will ensure that any outstanding charge, cost or obligation whatsoever, whether of a monetary, lien or other nature, will be satisfied prior to sale.

Any Grantee and/ or Owner who acquires title to a Lot (whether at judicial sale, trustee's sale or otherwise) will be personally liable only for Assessments attributable to the Unit so purchased

537 which become due and payable after the date of such sale, and will not be personally liable for
538 delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal
539 liability and the Association agrees to such assumption. The Lot however, will be subject to the
540 lien as allowed by law and/ or provided for in this Declaration.
541

542 After a record Owner transfers, of record, any Lot they own, they will not be liable for any
543 Assessments levied after the transfer with respect to that Lot only if the assessments or other
544 claims, charges, obligation or liens have been fully paid or satisfied or if an express written
545 assumption has been accepted by the Association prior to the transfer or any related close of
546 escrow. If, for any reason whatsoever, an Assessment is unpaid after the transfer and not
547 assumed by the new Owner will remain the debt of such previous Owner against whom assessed
548 and the previous Owner will remain personally liable until paid or arrangements acceptable to
549 the Association for full payment or satisfaction have been agreed to. A contract seller of any Lot
550 will continue to be liable for all Assessments and charges until a conveyance by deed of such
551 Unit is recorded in the Office of the County Recorder of Douglas County and only if any
552 Assessments or other claims, charges, obligations, fines or liens have been fully paid or satisfied
553 or if an express written assumption has been accepted by the Association.
554

555 **7.03 Authority of the Board.** The Board will have the power, duty and authority to levy
556 Regular, Reserve and Special and Special Individual Assessments sufficient to meet the
557 Association's obligation under the Governing Documents and applicable law. Except for a fine
558 or construction penalty, the Board may not levy or collect an Assessment of fee that exceeds the
559 amount necessary to defray the costs for which it was levied. The Board will also have the
560 power and authority to levy Special Individual Assessments against Owners.
561

562 **7.04 Creation of Assessment Lien.** Since January 11, 1994, when the Declaration Covenants,
563 Conditions and Restrictions was filed in the Official Records of the County of Douglas, State of
564 Nevada, all Assessments, together with late charges, interest, fines and reasonable costs
565 (including attorneys' fees) for collection thereof, have been, and continue to be, charges on the
566 Lot and the Declaration, including all amendments, such as this Declaration, has been and
567 continues to be, continuing lien (the "Lien") upon the Lot against which such Assessment is
568 made. The Lien is subject to foreclosure as provided in NRS 116. The Lien will continue to
569 secure all Assessments, together with late charges, interest, costs, collection expenses, fines,
570 other charges and reasonable costs (including reasonable attorneys' fees) for the collection
571 thereof, made on any Lot notwithstanding the transfer of record title to such Lot, and any such
572 transfer will be subject to the Lien.
573

574 **7.05 No Avoidance of Assessment Obligations.** No Owner may exempt himself from personal
575 liability for Assessments duly levied by the Association, nor release the Lot or other property
576 owned by them for the Lien and charges hereof, by waiver of the use and enjoyment of the
577 Common Elements or any facilities thereon or by abandonment or non-use of their Lot or any
578 other portion of the Property.
579

580 **7.06 Offsets.** All Assessments levied by the Association will be payable in the full amount
581 specified, including any additional charges imposed as provided for by the Governing

582 Documents. No offsets against any such Assessment will be permitted for any reason, including
583 without limitation, a claim that the Association is not properly exercising its duties and powers as
584 provided in the Governing Documents.

585
586 **ARTICLE VIII**
587 **OTHER PROVISIONS**
588

589 **8.01 No Waiver.** Failure by the Association or any Owner to enforce any covenant, condition or
590 restriction herein contained in any certain instance or on any particular occasion shall not be
591 deemed a waiver of such right on any such future breach of the same or any other covenant,
592 condition or restriction, notwithstanding the intent of Article V, Section 5.05, Page 11.

593
594 **8.02 Cumulative Remedies.** All rights, options and remedies of the Association or the Owners
595 under this Declaration are cumulative, and not one of them shall be exclusive of any other, and
596 Page 11 the Association and the Owners shall have the right to pursue any one or all of such
597 rights, options and remedies or any other remedy or relief which may be provided by law,
598 whether or not stated in this Declaration.

599
600 **8.03 Severability.** Invalidation of any one or a portion of these covenants, conditions or
601 restrictions by judgment or court order shall in no way affect any other provisions which shall
602 remain in full force and effect.

603
604 **8.04 Covenants to Run with the Land; Term.**

605
606 (a.) The covenants, conditions and restrictions of this Declaration shall run with and bind the
607 property and shall inure to the benefit of and be enforceable by any Owner, their
608 respective legal representatives, heirs, successors and assigns, until approved, adopted
609 and legally recorded, after which time said covenants, conditions and restrictions shall be
610 automatically extended for successive periods of Five (5) years, unless an instrument,
611 certified by the President or Secretary of the Association evidencing that at least 75%
612 percent (57-affirmative votes) of the owners has been recorded at least one (1) year prior
613 to the end of any such period, agreeing to change said covenants, conditions and
614 restrictions in whole or in part. Further, it shall be incumbent upon the Board of
615 Directors to inform the membership in a timely manner that such a period is approaching
616 where actions are required to renew or consider rejection of the CC&R's.

617
618 (b.) If the Membership wishes to consider abolishing the Association and/or the governing
619 documents (that is, to TERMINATE THE Meadowgrass CC&R's and therefore the
620 Association) entirely, they must do so in a manner timely enough that all provisions
621 required by Nevada State Law may be legally met. In the matter of termination, the State
622 requires a vote of 80% of the membership to dissolve the entity as stated in NRS
623 116.2118 or superseding statute and conveyance of any Common Area to a third party.

624
625 **8.05 Construction.** The provisions of this Declaration shall be liberally construed to effectuate
626 its purpose of creating a plan for the development of a residential community or tract. The article

627 and section headings have been inserted for convenience only, and shall not be considered or
628 referred to in resolving questions of interpretation or construction. If state or local laws are more
629 restrictive than these Declarations of Covenants, restrictions or conditions then said state or local
630 law shall apply.

631
632 **8.06 Singular Includes Plural.** Where ever the context of this Declaration requires same, the
633 singular shall include the plural and the masculine shall include the feminine and the neuter.

634
635 **8.07 Nuisance.** The result of every act or omission, whereby any provision, condition,
636 restriction, covenant, easement, or reservation contained in this Declaration is violated in whole
637 or in part, is hereby declared to be and constitutes a nuisance, either public or private, shall be
638 applicable against every such result, and may be exercised by the Association or any owner.
639 Such remedy shall be deemed cumulative and not exclusive.

640
641 **8.08 Attorney's Fees.** In the event action, whether by judicial or non-judicial means, is
642 instituted to enforce any of the provisions contained in this Declaration, the party prevailing in
643 such action shall be entitled to recover from the other party thereto as part of the judgment
644 reasonable attorney's fees and costs of such suit.

645
646 **8.09 Acceptance of Provisions by Grantees.** Each Grantee hereafter of any portion of interest
647 in the project, any purchaser under grant or contract of sale, or lessee under any lease covering
648 any portion or interest in the project, accepts the same subject to all the restrictions, conditions,
649 covenants and reservations provided for in this Declaration.

650
651 **8.10 Purpose.** The purpose of these covenants is to insure the use of property for attractive
652 residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of
653 the property, to maintain the desired tone of the community and thereby to secure to each
654 subsequent Lot Owner the full benefit and enjoyment of the Owner's home, with no greater
655 restriction upon the free and undisturbed use of a Lot than is necessary to insure the same
656 advantages to the adjacent Owners. Anything tending to detract from the attractiveness and value
657 of the property of residence purposes will not be permitted.

658
659 **8.11 Arbitration.** If one or more Owners are unable to agree on the meaning or effect of any
660 pact of this Declaration, the dispute shall be settled by arbitration under Chapter 38 of the
661 Nevada Revised Statute or any applicable court with jurisdiction.

662

663
664 **END OF DOCUMENT**
665 **CERTIFICATION and LEGAL DESCRIPTION OF THE PROPERTY FOLLOWS:**

666
667 (Blank)
668 (Blank)
669 (Blank)
670 (Blank)
671 (Blank)

672 THE AMENDED AND RESTATED CC AND R'S HAVE BEEN ACCEPTED BY THE
673 MEMBERSHIP OF MEADOWGRASS HOMEOWNERS ASSOCIATION, AND THE
674 FOLLOWING SIGNTURES ATEST THAT THE VOTE IN AN OPEN BALLOT, AS
675 REQUIRED BY NRS 116, WAS 62 FOR and 2 AGAINST.

676
677 DATED this 20 day of JUNE, 2011 for the
678 Meadowgrass Homeowners Association, Inc.

679
680 By: [Signature], President

681
682 By: [Signature], Secretary

683
684
685 CERTIFICATE OF SECRETARY

686
687 I, EDIE AUGUSTINE, being duly elected and acting as Secretary of
688 Meadowgrass Homeowners Association hereby certifies as follows:

- 689 1. That not less than SEVENTY-FIVE percent (75%) of the Owners of the Meadowgrass
- 690 Homeowners Association, Inc. approved the Amended and Restated Declaration of
- 691 Covenants, Conditions and Restrictions of the Association; and,
- 692
- 693
- 694 2. The affirmative action was taken by those members whose votes are recorded in the
- 695 official records of the Association; and,
- 696
- 697 3. The total number of units in the Association is 76, and the number of Owners indicating
- 698 their approval of Amended and Restated Declaration of Covenants, Conditions and
- 699 Restrictions of the Association is 62 (at least 57 was required).
- 700

701 Dated this 20 day of JUNE, 2011.

702
703 By: [Signature], Secretary

704
705 BY: Theresa Weaver, STATE OF NEVADA

706
707) ss: COUNTY OF DOUGLAS

708
709 On this 20 day of JUNE, 2011 personally appeared before me,

710
711 Theresa Weaver, known to me or proved to me to be the person
712 mentioned in the above and foregoing documents, and who acknowledged to me that he executed
713 same for the uses and purposes therein mentioned.

714
715 Theresa Weaver 06-20-2011
716 Notary Public Date

(SEAL)



717 (Exhibit "A", the legal property description of the Meadowgrass Property, is attached and
718 is part and parcel to this document)

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EXHIBIT "A"
LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

The Southwest 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B. &M.

Said land is further described as Parcels 37 and 38, as set forth in the Land Division Map for Nevis Industries, Inc., #3, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 23, 1979, in Book 179, Page 1267, as Document No. 29279.

EXCEPT THEREFROM the South 40 feet of the South 1/2 of the South 1/2 of the Southwest 1/4 of said Section 33, conveyed to Douglas County for roadway purposes, by Instrument recorded September 17, 1956, in Book C-1 of Deeds, Page 182, Douglas County, Nevada, records.

FURTHER EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbons now or at any time hereafter therein and thereunder and which may be produced therefrom, together with the free and unlimited right to mine, drill, bore, operate and remove said minerals from beneath the surface of said land at any level below the surface of the herein described property, as conveyed in the Grant Deed from Nevis Industries, Inc., a Nevada Corporation, to Stock Petroleum Co., Inc., recorded March 13, 1980, in Book 380, Page 1315, as Document No. 42677.

Version 12142010FD/ 05042011