

Requested By:
First American Title State
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$45.00
BK-412 PG-328 RPTT: 0.00



Assessor's Parcel Number: 1220-11-002-014
1220-11-002-015

Recording Requested By:

Name: Geary

Address: 1000 E. Valley Road

City/State/Zip Gardnerville, NV 89410

R.P.T.T.: _____

2421671NMP

Declaration of Covenants, Conditions and Restrictions
(Title of Document)

This instrument is being recorded as an "Accommodation Only" by First American Title Insurance Company and has not been examined as to its validity, execution or its effect upon title, if any.

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.



Declaration of covenants, conditions and restrictions For Parcel 2B and 2A of Map number 653705

This Declaration made this 10th day of June 2011 by Patrick J & Ann L Geary, herein called "DECLARANT."

Whereas, declaring is the owners of all of Parcels 2A, 2B and 2C of Parcel Map 653705 according to the map thereof filed in the office of the Douglas County Recorder of Douglas County, State of Nevada on August 30th 2005.

Whereas, Patrick J. Geary and Ann L. Geary being the owners of that certain property located in Gardnerville, Nevada as shown on the official Map No. 653705 do hereby declare, impose, fix and establish the following Covenants, Conditions and Restrictions as a servitude upon said property, As set forth in Exhibit A attached hereto.

Covenants, Conditions and Restrictions set forth herein shall run with the land and be binding upon all parties and persons owning lots in subject property.

Violations of any of these Covenants, Conditions and Restrictions, hereinafter, referred to as RESTRICTIONS, by any lot owner or any person under them, may be prosecuted by proceedings as low or in equity either to prevent them from so doing or to recover damages from such violation, or both.

Invalidation of any of these Restrictions shall in no way affect any of the other provisions.

1. **RESIDENTIAL USE:** None of said lots shall be used except for private residential purposes, nor shall any structure be erected or maintained upon any of said lots other than a single family dwelling, for said purpose, together with appurtenant and unusual ancillary permanent buildings, including a private garage or garages, which may be either separate or made part of the dwelling house. Such garage or garages shall be used only in connection with such residential dwelling house or for storage of owner's personal effects. In addition, barns or other auxiliary structures may be erected on said lots, according to the Douglas County Municipal Code, however, may not be used for residential proposes.

A business or commercial enterprise may be maintained, carried on or conducted on said property. Any business or occupation carried on or conducted upon said property, shall not cause any noise or offensive activity which shall then become an annoyance or nuisance to the neighbors. Said business shall meet all county regulations.



2. **FENCES:** Any and all tree planted must not obstruct the line of sight of the intersections of Pine nut and East Valley, unless the foliage line is maintained at sufficient height to prevent sight obstruction from the roadway, Shade trees and other plantings shall be encouraged for the enhancement of the entire area.
3. **ANIMALS:** Animals shall be permitted in accordance with the zoning laws set forth in the Douglas County Code applicable to single family two acre, with the exemption of pigs, which shall not be permitted. No more that two (2) of one species of animals. That includes horses, no more than two (2) no exceptions.
4. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence, either temporarily or permanently, except temporary structures used during the course of construction which shall be removed forthwith upon completion of construction.
5. **NUISANCE;** No noxious, obnoxious or offensive activity shall be carried on in any residence, nor shall any activity be conducted which may be or become an annoyance or nuisance to the neighborhood or which shall in anyway interfere with the quiet enjoyment of each resident.
6. **STORAGE OF MATERIALS:** Trash, garbage, or other waste shall be kept in sanitary containers. No lot or adjacent open area shall be used as a dumping ground for rubbish.
7. **VEHICLES:** No automobiles or parts of automobiles may be stored or parked on any lot unless fenced from street view. No house trailer, mobile home, boat or other trailer may be stored on the street or upon the parking apron of any dwelling for a period in excess of seventy-two (72) hours.
8. **ANTENNA HEIGHT:** No TV, radio or other antenna of any nature or sort, shall be permitted which extends three (3) feet above the ridge of the roof.
9. **SATELLITE DISCS:** Any ham radio or electronic equipment of any nature whatsoever is specifically prohibited when such equipment interferes with or prohibits the normal reception of radio TV, or other communication equipment to any resident of that real property to which these declaration of Restrictions apply. No Radio or TV tower may be erected on any parcel in excess of 10 feet above ground level and must be in the rear of the principal house within an area designated by extending a line from end or side of the building straight back to rear of the lot at 90 degrees from the street in front of the building.
the
- 10) **AUTO REPAIR:** Automotive repair work of any kind or nature shall be permitted only to the extent that said work is done in the rear of the dwelling or screened from view, No automotive or mechanical equipment may be



dismantled, repaired, serviced or repainted anywhere on any lot unless done within the confines of an enclosed structure or be completely screened from view from any other residence or from the street.

ARTICLE II - SIZE AND LOCATION:

- A) **SIZE OF HOUSE:** No residence may be constructed containing less than 2000 square feet of prime living area. Garages, basements, patios, breezeways, etc. will not be included in the calculation of the prime living area. Houses must be stick built in place. No Modular housing is allowed under any circumstance.
- B) **CONSTRUCTION:** Owners may construct outbuildings, garages, barns and primary residence in any order he or she may choose. Once construction starts on any buildings said owner will be diligent in the completing of this building. The completion must take place within 3 years of the initial breaking of ground.
- C) **GUEST HOUSE:** Separate living quarters for immediate members of the family or house guest, must comply with Douglas County Code Requirements.

ARTICLE III - COVENANTS TO RUN WITH LAND

- A) **TERM:** All of the covenants and Restrictions set forth in this Declaration of Restrictions are imposed upon said property to the extent herein contained for the direct benefit thereof as part of the general plan of development and improvement hereby adopted by declaring. Said covenants and Restrictions shall run with the land and be binding upon declaring and upon all person's claiming under the Declaration or under its successors or assigns for a period of twenty-five (25) years from the date these Covenants are recorded. EACH PURCHASER TAKES TITLE TO THIS PROPERTY SUBJECT TO THE RESTRICTIONS AND THE INTENT CONTAINED THEREIN.

ARTICLE IV - VIOLATION AND ENFORCEMENT:

- A) **ENFORCEMENT;** This Declaration of Restrictions shall be binding upon and insure to the benefit of Declarants, their successors and assigns, and it shall be lawful not only for Declarants, or their successors or assigns, but also for the owner or owners of any of said lot to institute and prosecute any proceeding at law or in equity against Declarants, or against any person, firm or corporation violating or threatening to violate, any of the Conditions, Restrictions or Covenants herein contained, and such action may be maintained for the purpose of preventing the violation or to recover damages for the violation, or for both such purposes and as well to require the removal of any planting or structure that shall violate and of the Restrictions or Covenants herein contained. The failure of



Declarants, or their successors or assigns, or any owner of any of said lots, to enforce any of the Conditions, Covenants or Restrictions herein contained shall in no way or event be deemed a waiver of the right to enforce such Conditions Covenants or Restrictions Thereafter. Nothing herein contained shall be construed as preventing the application of any remedies give by law against a nuisance, public or private, or other remedies give by law.

The Declarant or any owner shall have the right to enforce these covenants, Conditions and Restrictions by proceeding at law or in equity, including the right to prevent the violation of any of these restriction.

- B) **EFFECT OF DECLARATION:** These Covenants, Conditions and Restrictions are placed upon the said property for the sole purpose of protecting the owners of each lot or parcel therein. Declarant makes no warranties or representation as to the binding effect or enforceability of all or any portion of these declaration, or as the compliance of any of these provisions. Every purchases when taking title to property herein agrees to abide by.

The intent of these Restrictions which are to be enforced for the benefit of the whole.

- C) **LEGAL EFFECT:** In event legal action is necessary to enforce the intent of these Covenants, Conditions and Restriction, the party prevailing in such action shall be entitled to recover reasonable attorney's fees and cost of such suit.

If and article, paragraph, subdivision of paragraph, sentence, clause or phrase contained in this Declaration of Restrictions shall be held to be invalid by any court for any reason, the invalidation thereof shall in no way affect the validity of any other portion of this Declaration of Restrictions, it being the intent that the whole of these Restrictions, with the exception of such invalidated portion or portions, shall remain in full force and effect.

Patrick J. Geary and Ann L. Geary, being the owners of said parcels, located in Douglas County, Nevada as shown on the official Map No. 653705 , inclusive subject to all of the Covenants, Conditions and Restrictions set out herein.



In Witness whereof, Declarants have executed the Declaration the day and year first above written.

Patrick J. Geary *Patrick J. Geary*

Ann L. Geary *Ann L. Geary*

STATE OF NEVADA)

DOUGLAS COUNTY)

On this 28th day of March, 2011 before me, the undersigned, a notary public personally appeared Patrick J. Geary and Ann L. Geary, executing the foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year herein written.

N. Harris
NOTARY PUBLIC

APN:

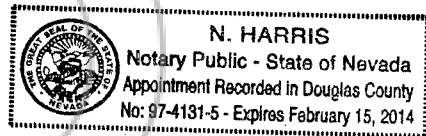




EXHIBIT "A"

The land referred to is situated in the County of Douglas, State of Nevada and is described as follows:

Parcels 2B and 2C as set forth on parcel map #2 LDA 05-009 for Patrick J and Ann L. Geary, filed for record in the office of the Douglas County Recorder on August 30, 2005, in book 0805, Page 14644, as Document no. 653705, official Records.

COPY