

Assessor's Parcel Number: 1418-34-304-003
1418-34-304-004

Recording Requested By:

Name: Becky Darrow

Address: P.O. Box 10907

City/State/Zip Zephyr Cove, NV
89448

Real Property Transfer Tax:

\$ _____



KAREN ELLISON, RECORDER

Amendment 2014, Declarations of Restrictions
(Title of Document) Shug Harbor Properties

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.

AMENDMENT 2014

DECLARATION OF RESTRICTIONS

SNUG HARBOR PROPERTIES

LAKE TAHOE, DOUGLAS COUNTY, NEVADA

The undersigned, being a majority of the owners of one or more of the seven (7) parcels of land subdivided by Paul Diggle from a parcel conveyed to him by deed recorded in the office of the Recorder of Douglas County, Nevada, on June 13, 1955, in Book B-1 of Deeds, at page 362 ("Delorey Diggle Deed"), each of said parcels having been conveyed by Paul Diggle, subject to covenants and restrictions provided for in the original Declaration of Restrictions, recorded September 6, 1959 in Book 13, Page 495 as Document No. 20794 ("1959 Restrictions") and later amended by the Modification and Extension of Covenants Snug Harbor Properties recorded December 24, 1974 in Book 1274, pages 682 through 694 as Documents No. 77093 through 77097 ("1974 Modifications"), which provided in part as follows:

"Restrictions as set forth herein shall continue in force and effect until the same shall be amended, altered, or terminated by a majority of the owners of parcels within the SNUG HARBOR TRACT."

The undersigned being a majority of owners of said seven (7) parcels (identified on Douglas County Assessor Parcel Map No. 1418-34-3A as parcels A, B, C, D, E, F, and G) hereby agree to amend and modify said covenants and restrictions. The following Declaration is an amendment ("Amendment 2014") of the 1974 Modifications to the 1959 Restrictions.

All parcels within said tract are subject to the following:

1. For the purpose of the development of the SNUG HARBOR TRACT as a whole, and for the protection of each and every individual parcel holder, and parcel, **BRAD GUNDEL, ROY DARROW** and **JEFF MCCLURE** are hereby named as members of an owners committee hereinafter referred to as "Committee". The duties of the Committee shall be to examine all exterior plans for the construction, remodeling, repainting and repair of dwellings within the SNUG HARBOR TRACT, and to approve or disapprove the same in order to maintain the harmony thereof with the surroundings, and to protect all parcel owners in the enjoyment of their respective parcels.

This Committee shall have the right to enforce the covenants and restrictions contained herein, and each owner of a lot or parcel within the SNUG HARBOR TRACT shall likewise have the power to enforce the covenants and restrictions contained herein.

ROY DARROW shall be Chairman of said Committee. Upon his resignation as Chairman, the members of the Committee shall select a Chairman from the other Committee members. In the event of the death or resignation of any member of said Committee, the remaining members shall have the power to appoint a new member. The membership of said Committee may also be changed at any time by an instrument or instruments in writing signed by a majority of the owners of the parcels within the tract.

2. Such conditions and restrictions and easements as are to follow shall run with the land and shall become of record on the books of Douglas County in connection with each and every parcel sold and conveyed and recorded within said County. Each and every purchaser shall be handed a copy of said restrictions, covenants, conditions and easements by the Seller, and each and every Deed, and Conditional Sales Contract shall have attached thereto a copy of said restrictions to assure all purchasers of the development requirements.
3. Restrictions as set forth herein shall continue in force and effect until the same shall be amended, altered, or terminated by a majority of the owners of parcels within the SNUG HARBOR TRACT.
4. No parcel or lot within the SNUG HARBOR TRACT shall be divided into parcels or lots of lesser area than originally divided and conveyed, nor shall title to any portion of a parcel or lot less than the whole thereof be mortgaged, otherwise encumbered, transferred or conveyed.
5. All construction shall be of new materials. No buildings erected elsewhere may ever be moved to or placed upon said parcels. Before construction of any kind, including fences, may be started, exterior plans and elevations showing complete details shall be submitted to said Committee, in duplicate, for its approval ("Construction Approval Process"). If said plans are approved by Committee, then the submitter and at least two (2) members of the Committee shall both sign each set of plans, and one set will be retained by the Committee ("Construction Approval"). The signatures of any two (2) members of the Committee shall be sufficient to constitute approval by said Committee.
6. Should the Committee fail to approve or disapprove of any plans duly submitted to said Committee within a period of forty five (45) days from the date of submission, then Committee approval shall be assumed.
7. No tent, shack, trailer, or basement or garage shall be used for residential purposes at any time, and no residence of a temporary nature shall be permitted.
8. No more than one structure shall be built per parcel, and no duplex, double cottage, multiple dwelling, apartment house, or motel unit shall be permitted upon said parcels. No trade business of any kind may be conducted upon any of the Snug Harbor properties.
9. No animals of any nature, with the exception of domestic dogs and cats, shall ever be housed on any of the parcels.
10. Construction of any dwellings or improvements, once approved and commenced, must be prosecuted with diligence through to completion, within a period of one (1) year from commencement. No such building shall be used for habitation until the exterior has been

completed according to the approved plan and painted or stained as to all exteriors, and the roof completed.

11. No residence shall be constructed nearer than five (5) feet from the lot line of any parcel nor nearer than twenty (20) feet from the center line of the road that serves the SNUG HARBOR TRACT, unless otherwise specifically approved by the Committee in writing consistent with Construction Approval Process.
12. The livable area of any building constructed for residence purposes shall have an area of at least eight hundred (800) square feet, exclusive of porches, platforms or garages. The erection of a two-story building shall not be permitted except on Parcels A and B, unless otherwise specifically approved by the Committee.
13. No rubbish of any kind shall be allowed to remain on any portion of any parcel, except the necessary materials for active construction.
14. The Committee shall have the right of entry upon any parcel for the sole purpose of inspection of construction in order to enforce the restrictions hereby imposed and for no other purpose.
15. The owners and residents of all parcels within the Snug Harbor Tract have a "permanent easement" for the use of the 115-foot Snug Harbor Beach, for bathing and boat mooring purposes, and shall be permitted to use a strip of land in the width of five (5) feet along the northerly and westerly boundaries of Parcel "G" as access to said beach as set forth in both the Delorey Diggle Deed and the Diggle / Morgan-Stone Deed dated March 22, 1965 and recorded November 19, 1968 in Book 63, page 377 as Document No. 42961 ("Diggle Morgan-Stone Deed").
16. The owners of all parcels within the SNUG HARBOR TRACT shall have a perpetual right of way to maintain the Snug Harbor Water System serving the tract as set forth in the Diggle Morgan-Stone Deed.
17. The owners and residents of any of the parcels of SNUG HARBOR TRACT shall have the free use of the roadway that serves the tract and likewise each and every owner of a parcel within the tract shall in no way whatsoever obstruct or prevent the free use of said road by any owner, residents, or invitees. Expenses directly related to maintenance of the roadway will be shared based on the number of parcels owned in the SNUG HARBOR TRACT excepting the original DeLorey parcel, ie. one-seventh (1/7)each.
18. Reserved unto the grantor, or his agents, shall be a right-of-way for the purpose of installing and maintaining the utilities to serve the tract.
19. If any parcel owner fails to comply with any restriction or provision contained herein, and such compliance cannot be resolved in an informal fashion or by mediation, then the Committee, or any owner, may submit the action to arbitration. The parties shall submit their dispute to arbitration before a single arbitrator in accordance with the rules of arbitration in the State of Nevada. In such an event, such arbitration shall be held in Douglas County, Nevada. If agreed, the decision of the Arbitrator shall be final and binding upon the parties, and may be enforced by any court having jurisdiction therefor. Each party shall bear its own

costs, including attorney's fees and costs in addition to any other relief awarded. The prevailing party shall be entitled to an award of attorney's fees and costs in addition to any other relief awarded.

20. All owners of parcels of land within the SNUG HARBOR TRACT are bound by the foregoing restrictions and conditions, which are understood to be for the protection of all owners, and not for the inconvenience of any.

This Amendment shall become effective when signed and recorded in the office of the Recorder of Douglas County, Nevada, by persons constituting ownership of a majority of the parcels of land within the SNUG HARBOR TRACT. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

In all other respects the covenants and restrictions as originally written shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 25th day of September 2014.

The Darrow 2007 Trust – Owner of Lots A and D in the SNUG HARBOR TRACT (APN: No.'s 1418-34-304-003 and 1418-34-304-004)

Roy Dean Darrow
Roy Dean Darrow, as Trustee

Elizabeth Ann Darrow
Elizabeth Ann Darrow, as Trustee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On September 25, 2014, personally appeared before me, a notary public, Roy Dean Darrow and Elizabeth Ann Darrow, as Trustees of the Darrow 2007 Trust, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Jerry P. Blair
NOTARY PUBLIC

