

RECORDING REQUESTED BY:

Tahoe Regional Planning Agency
Post Office Box 5310
Stateline, Nevada 89449

WHEN RECORDED MAIL TO:

Tahoe Regional Planning Agency
Post Office Box 5310
Stateline, Nevada 89449
Attention: Julie Roll, Associate Planner
TRPA File No. TRAN2015-0800



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KAREN ELLISON, RECORDER

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LAND COVERAGE TRANSFER
("DEED RESTRICTION") TO BE RECORDED AGAINST
ASSESSOR'S PARCEL NUMBER (APN) 1318-22-002-103**

This Deed Restriction is made this 9th day of October, 2015, by Falcon Capital, LLC a Wyoming limited liability company, pursuant to an irrevocable Power-of-Attorney recorded September 29, 2004 in the Douglas County Recorder's Office as Document Number 0625406 entitled by Meadow Brook Associates, LP, a Nevada limited partnership (hereinafter "Declarant").

RECITALS

1. Declarant is authorized to transfer land coverage from certain real property located in Douglas County, State of Nevada, described as follows:

All that portion of Section 22, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Parcel 1 as set forth on Parcel Map LDA 03-088 for Meadow Brook Associates, L.P. filed for record in the Office of the County Recorder of Douglas County, State of Nevada on November 12, 2004, Book 1104, Page 5494, Document No. 629016, and having Assessor Parcel Number 1318-22-002-103 (hereinafter "Sending Parcel").

2. The Declarant has received approval from the Tahoe Regional Planning Agency (TRPA) on October 8, 2015 to transfer a total of **2,053 square feet** of banked Class 1b land coverage from the Sending Parcel to a receiving parcel, described as follows:

LOT 42 OF SKI RUN ACRES, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON DECEMBER 11, 1953, IN BOOK B OF MAPS, AT PAGE 27.

Said parcel was recorded in Document Number 2014-0031703-00 on August 11, 2014, in the Official Records of El Dorado County, California, and having Assessor's Parcel Number 030-352-23 (hereinafter "Receiving Parcel").

3. Both the Sending Parcel and the Receiving Parcel are located in the Tahoe Region as described in the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, 1980), which region is subject to the regional plan and ordinances adopted by the TRPA pursuant to the Tahoe Regional Planning Compact.
4. As a condition of the above approval, Chapter 30 of the TRPA Code of Ordinances requires that the appropriate deed restriction be recorded documenting both the transfer of land coverage and the requirement that the area of the transferred land coverage on the Sending Parcel be restored and maintained in a natural or near-natural state. The Deed Restriction must likewise document that the area of the transferred land coverage on the Sending Parcel must be protected from soil disturbance, and that provisions must be made for the future maintenance of the Sending Parcel.

DECLARATIONS

1. Declarant hereby declares that, for the purpose of calculating land coverage and applying TRPA ordinances relating to land coverage, the Sending Parcel described above is and shall be, deemed by TRPA to have transferred 2,053 square feet of banked Class 1b coverage and to now contain 56,520 square feet of banked Class 1b land coverage.
2. Declarant also hereby declares that the transferred coverage can never be transferred back to the Sending Parcel, and that such area shall be restored in a natural state or near natural state if not redeveloped pursuant to a TRPA permit. Declarant also declares that the Declarant is permanently restricted from transferring the coverage back to the Sending Parcel. Declarant likewise declares that Declarant shall make provisions for the future maintenance of the Sending Parcel.
3. This Deed Restriction shall be deemed a covenant running with the land, or an equitable servitude, as the case may be, and shall constitute benefits and burdens to the Sending parcel and the Receiving Parcel and shall be binding on the Declarant and Declarant's assigns and all persons acquiring or owning any interest in the Sending Parcel and the Receiving Parcel.
4. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of the TRPA or its successor agency, if any. TRPA is deemed and agreed to be a third party beneficiary of this Deed Restriction and as such can enforce the provisions of this Deed Restriction.

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IN WITNESS WHEREOF, Declarants have executed this Deed Restriction this the day and year written below.

Declarant's Signature: G. Randy Lane

[Signature]
Falcon Capital, LLC, Power-of-Attorney
Entitled by Meadow Brook Associates, LP

Dated: 10/9/15

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Nevada

) SS.
COUNTY OF Douglas

On October 9, 2015 before me, A. WESTERLIN a Notary Public,
personally appeared G. Randy Lane,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature] (Seal)

Name: A. WESTERLIN
(typed or printed)

