DOUGLAS COUNTY, NV This is a no fee document NO FEE

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DC/DISTRICT ATTORNEY

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1219-10-002-064

Date: OCTOBER 6, 2016

**Recording Requested By:** 

Name: CYNTHEA GREGORY, DA'S OFFICE

Address:

City/State/Zip:

Real Property Transfer Tax: \$ N/A

DECLARATION OF DEED RESTRICTIONS #2016.230

(Title of Document)

HO. 20/10.230

#### DECLARATION OF DEED RESTRICTIONS

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DOUGLAS COUN

- A. Declarant owns an improved parcel of land in the County of Douglas, State of Nevada, located at and commonly known as 261 Sierra Country Circle, bearing Douglas County APN 1219-10-002-062 and subsequently 1219-10-002-063) as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (hereinafter, the "Property");
- B. Declarant acknowledges that the Property is restricted by and subject to conditions set forth in that certain "Deed of Conservation Easement and Covenant Restricting Transfer of Water Rights" recorded March 28,1996 as Document No. 384281, and re-recorded April 30, 1996 as Document No. 386602, which such document has been modified contemporaneously herewith to change to boundaries of the burdened property;
- C. Declarant entered into a "Land Acquisition Agreement" with Douglas County, a political subdivision of the State of Nevada, which agreement was approved by the Board of County Commissioners on September 3, 2015 and recorded September 8, 2015 as Document No. 2015-869318, Douglas County Official Records, that provided the basis for that certain development application (DA) 15-081 for Zoning Map Amendment, modification to Planned Development (PD) 15-003 of Sierra Country Estates, and (LDA) 15-029 for Tentative Map (hereinafter, the "Development Application"), which application was approved as set forth in Douglas County Ordinance Number 2016-1453 adopted February 4, 2016 and which became effective on the 18th day of February, 2016. The Land Acquisition Agreement provides that Declarant shall subject its Property to certain restrictions pertaining to the "Building Envelope" contained within the Property;
- D. Pursuant to the Development Application, the parties have prepared and executed the "Parcel Map for Jeff and Jodi Wass Family Trust and Michael McAllister 2000 Trust Agreement" filed for record September 30, 2016 in the office of Recorder, Douglas County, Nevada as Document No. 88569 (hereinafter, the "Parcel Map") and depicting the building envelope and the remainder of the Property, and is incorporated herein by reference; and
- E. Declarant is desirous of recording this instrument and subjecting the Building Envelope on the Property to the envelope restrictions set forth herein to comply with its obligations under the Land Acquisition Agreement and Development Application.

NOW, THEREFORE, in connection therewith, and effective upon the recording of the Parcel Map, Declarant states and agrees as follows:

Upon the recording of the Parcel Map defined herein, that portion of Declarant's Property described as the "Building Envelope" as depicted in Exhibit A, attached hereto, shall be subject the restrictions set forth in the attached **Exhibit "B"**, which restrictions are hereby incorporated herein by reference as though set forth fully.

The restrictions described herein shall be deemed covenants running with the land and be binding on Declarant and its successors in interest, their heirs, devisees, executors, administrators and assigns.

Dated this 14th day of September, 2016.

"Declarant"

Jeff and Jodi Wass Family Trust dated 2/5/08

By: John L. Wass, Trustee

By: John Michael McAllister 2000 Trust

By: Michael McAllister, Trustee

By: John Michael McAllister, Trustee

STATE OF NEVADA
)
) ss:

COUNTY OF DOUGLAS

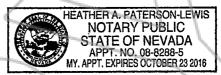
On September 13, 2016, before me, a notary public, personally appeared Jeffrey S. Wass and Jodi P. Wass, personally known (or proved) to me to be the Trustees of the Jeff and Jodi Wass Family Trust dated 2/5/08, and the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public

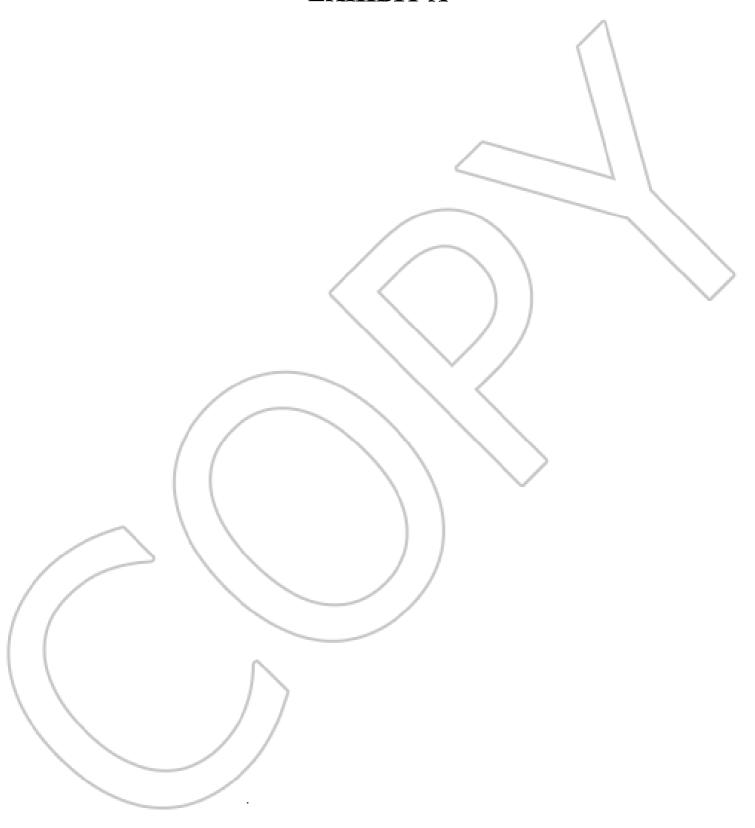
STATE OF NEVADA	)
	) ss
COUNTY OF DOUGLAS	)

On System ber 14, 2016, before me, a notary public, personally appeared Michael McAllister, personally known (or proved) to me to be the Trustee of the Michael McAllister 2000 Trust Agreement, and the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Notary Public



# **EXHIBIT A**



# DESCRIPTION PARCEL 4

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Parcel 4 per the Parcel Map for Jeff & Jodi Wass Family Trust and Michael McAllister 2000 Trust Agreement filed for record October 3 , 2016 in the office of Recorder, Douglas County, Nevada as Document No. 2016-253569.

Said parcel contains 68.45 acres, more or less.

The Basis of Bearing of this description is South 18°39'15" East, the westerly right-of-way line of Foothill Road as shown on the Record of Survey to Support a Boundary Line Adjustment for the William R. Tomerlin Trust filed for record April 17, 1995 in said office of Recorder as Document No. 360223.

KLEINE

Prepared By: R.O. ANDERSON ENGINEERING, INC.

Cory J. Kleine, P.L.S. 21988

P.O. Box 2229

Minden, Nevada 89423

#### **EXHIBIT "B"**

### Non-Revocable Deed Restrictions on Building Envelope

- 1) Deed Restrictions are applicable to the Building Envelope as reflected in an approved Planned Development Modification and Parcel Map; the building envelope will consist of no more than five acres approximately in south-west corner of the meadow parcel.
- 2) The Building Envelope cannot be parceled or subdivided and must remain as part of meadow parcel. The Building Envelope must be drawn to include the existing barn with employee quarters. The owner may increase the building envelope size only by the addition of other land contiguous to the building envelope.
- 3) Allow for one Single Family Dwelling ("SFD") within the Building Envelope consistent with the following criteria for the SFD and activities within the Building Envelope that are hereby deemed to be consistent and compatible with the homes constructed within the Sierra Country Estates development and the intent of the Conservation Easement applicable to the Property:
  - i) SFD must be constructed to contain at least 3,000 square feet and no more than 12,000 square feet of interior living space, exclusive of decks, basements, patios, covered walkways and similar structures, together with an attached garage with a capacity of at least two cars. Two-story residences must provide at least two-thirds (2/3) of the minimum interior living space on a single level ground floor. Single level is defined as a level that has a difference between finished floor elevations of three feet or less.
  - ii) Improvements as are necessary or customarily incident to a single family residence including but not limited to, exercise areas, pool houses, recreational areas, workshops or storage structures may be erected provided there is a single visually connecting architectural element or component combining the residence all units of the improvement.
  - iii) Owner will be responsible for maintenance of all vegetation within the Building Envelope and must install additional vegetation to mitigate and eliminate dust, weeds and unsightly yard areas. Owner shall keep all shrubs, trees, grass and plantings in the Building Envelope neatly trimmed, properly cultivated and free from trash, weeds and other unsightly material.
  - iv) Vehicles, exclusive of agricultural vehicles, being stored or not capable of daily use must be kept in an enclosed structure or screen.
    - v) Refuse, garbage and trash shall be kept at all times in a covered container.
  - vi) No tent, shack, motor home, camper, trailer, vehicle or other building, improvements or structure shall be placed within the Building Envelope for use as temporary or permanent living quarters.

- vii) No flashing or moving signs shall be permitted. All signage as may be allowed by Douglas County Code shall be of an architectural style in harmony with the existing improvements, SFD and other buildings located on the property.
- viii) No spotlights, flood lights or other high intensity lighting shall be utilized within the Building Envelope, except in cases or emergency or for temporary agricultural operations.
- ix) All household pets, including dogs, shall be restrained or confined and not allowed to run at large.
- x) No horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located or used within the Building Area. Exterior home audio speakers are allowed but any outside entertainment, whether live or recorded, must be reasonable and not substantially impact surrounding single family dwellings.
  - xi) No firearms shall be discharged.
- xii) No open fires shall be lit or permitted except while attended in a contained barbecue unit, fire pit, fireplace or other East Fork Fire Protection District permitted unit.
- xiii) No mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other minerals of any kind, rocks, stones, sand gravel aggregate or earth.
- xiv) Non-agricultural commercial activities shall not be allowed within the Building Envelope, including but not limited to the use of the area for lodging, motorized racing facility or temporary uses as defined in Douglas County Development Code.
- xv) These non-revocable restrictions may not be construed so as to unreasonably interfere with or prevent normal agricultural operations, agricultural activities, or construction activities during the construction of improvements. Construction activities must be pursued to completion with reasonable diligence and be in compliance with applicable federal, state and local laws or ordinances.
- xvi) No dwelling, improvement, structure or agricultural building shall be permitted to fall into disrepair and each must be kept in good condition and repair, including adequately painted or finished.
- xvii) The Building Envelope is subject to Single Family Residential-2 acre zoning standards and the terms of this Deed Restriction, unless the zoning for Building Envelope is amended or changed in the future.

- 4) The Building Envelope is allowed one accessory dwelling unit within agricultural zoning uses and it is recognized that the only allowed accessory dwelling within the Building Envelope is the existing employee quarters located in the barn. The Owner of the Meadow Parcel is allowed to move the accessory employee dwelling from inside the barn and re-construct the dwelling elsewhere within the Building Envelope. If re-constructed, the accessory dwelling will ensure a visually connecting architectural element or component, and similar color scheme, with the agricultural buildings, single family dwelling, and review for compliance with the terms of this Deed Restriction.
- These restrictions shall not be construed as preventing additional agricultural buildings, facilities and appurtenances that are consistent with the intent of the Conservation Easement, including accessory storage such, as corrals, coops, pens, stables or other buildings used in conjunction with farming or ranching operations; provided, however, that any such buildings or structures shall, to the extent reasonably possible, have a visually connecting architectural element or component and are similar in color to the residence, thus connecting all the buildings, facilities or appurtenances to the general design of the single family dwelling and review for compliance with this Deed Restriction. Agricultural accessory buildings or structures shall be confined to the Building Envelope with the exception of three (3) animal shelters which shall not exceed 1000 sq. ft and a roof height of 14 feet.
- 6) The Building Envelope must be maintained in a reasonable manner consistent with good ranching practices and cannot constitute a public nuisance.
- 7) The Building Envelope must not be open to the public, only to invited guests.
- 8) No alternative energy facilities may be constructed except as allowed by law.
- 9) The Building Envelope must comply with the provisions of the Douglas County Code, including DCC 20.691 (Property Maintenance).
- 10) The recorded Conditions, Covenants and Restrictions (CCRs) or amendments thereto pertaining to the Sierra Country Estates subdivision do not apply to the Property.
- 11) These restrictions shall not be construed as benefitting or establishing any rights in the Sierra Country Estates subdivision or its homeowners to enforce these restrictions or requiring consent as a condition to any development of the Property pursuant to the provisions herein.

**Douglas County** 

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

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