

APN:

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1320-33-213-001 through 013

Recording Requested by and:
When Recorded Mail to:

R. Clay Hendrix, Esq.
5400 Equity Avenue
Reno, Nevada 89502

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**Declaration of Covenants, Conditions and Restrictions for the
HEYBOURNE MEADOWS SUBDIVISION**

WHEREAS, KDH Builders at the Ranch LLC (hereinafter "Declarant") is the owner of the Lots located in the City of Gardnerville, Nevada as more fully described in Exhibit A ("Property");

WHEREAS, the Declarant intends to sell the Lots comprising the Property and desires to subject these Lots to the covenants, conditions and restrictions set forth herein for the benefit of the Property, the Lots, and the present and future Owners of the Lots;

WHEREAS, these covenants, conditions and restrictions are intended as part of the general plan for the improvement of the Property, for the purpose of creating a desirable and uniform subdivision;

NOW, THEREFORE, the Declarant, as owner of the Property, hereby makes the following Declaration of Covenants, Conditions and Restrictions which shall constitute covenants running with the land and binding all persons under them for the benefit of present and future Owners:

1. **Definitions.** Unless the context otherwise specifies or requires, the terms defined in this Declaration shall have the meanings specified herein.
 - a. **Lot.** "Lot" shall mean the real property within the Property shown on a subdivision map as individual numbered separate legal parcels, and including any Residence and any other improvements erected, constructed or located thereon. The boundaries of each Lot created by this Declaration are the lot lines depicted on the subdivision map.
 - b. **Owner.** "Owner" shall mean the Person who owns a Lot, as evidenced by a deed, but does not include a Person merely having a Security Interest in a Lot.

- c. **Person.** "Person" shall include an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency or other legal or commercial entity.
- d. **Residence.** "Residence" shall mean a single family dwelling and related improvements located upon a Lot.
2. **Single Family Residential Use.** The use of each Lot and Residence is restricted to that of one single-family dwelling and accessory improvements as permitted by applicable Douglas County, Nevada Development Code ("Development Code"). No industry, business, trade or commercial activities shall be conducted, maintained or permitted on a Lot as would violate applicable zoning ordinances. The intent of the foregoing, in all respects, is that the Lots subject to this Declaration retain their residential character and appearance. Occupancy of a Dwelling shall be limited to "family" occupancy as that term is defined in the Development Code. However, nothing herein shall prevent an Owner from leasing his Residence in its entirety provided that the Owner's tenants shall be bound by these covenants as though written into the lease.
3. **Animals.** Only domestic animals that are kept in the home as household pets in numbers consistent with Douglas County Code and are not kept, bred, or raised for commercial purposes are permitted to be maintained within the Lots. No person may keep, breed or raise animals in a quantity that exceeds the number of animals permitted under the applicable municipal ordinance. The term "household pets" does not include pigs, pigeons, chickens or other poultry or fowl, equines, bovines, sheep, goats, camelids, or any other domesticated animal not typically housed in the home.
4. **Antennas.** No antennas, other than those over the air reception devices permitted under Section 207 of the Telecommunications Act of 1996 and regulations adopted by the Federal Communications Commission in 47 C.F.R. Section 1.4000, shall be installed or maintained on a Lot.
5. **Defensible Space.** Each Owner shall maintain adequate defensible space around the Residence and any outbuildings constructed or installed upon the Lot for the purpose of minimizing the risk of destruction by fire. Creating and maintaining a defensible space includes, but is not limited to clearing brush and other fuels from an area of at least thirty (30) feet around all structures.
6. **Garbage.** No rubbish, trash, garbage, yard or garden material, recycling or other waste (collectively, "Garbage") shall be permitted to accumulate on any Lot in a manner which would permit the spread of fire, odors or seepage or which would draw vermin or other wildlife. All such Garbage shall be properly secured so as to prevent such material from being blown or spread to adjacent Lots and to prevent intrusion by vermin, bears and other wildlife. When not placed at the curb for collection, all Garbage containers shall be stored so as not to be Visible from Neighboring Property.
7. **Maintenance of Lot and Residence.** Each Owner shall maintain the Lot and the exterior of the Residence and any outbuildings in a neat and orderly fashion. Each Owner shall keep all shrubs, trees, grass and plantings on his Lot neatly trimmed, properly cultivated and free from trash, weeds, and other unsightly material. Each Owner shall maintain all

trees and shrubs on his Lot and shall replace any tree or shrub that dies or becomes diseased. Each Owner shall maintain adequate ground cover on the Lot, whether natural or inert, in order to mitigate and eliminate dust. With regard to the Residence and any outbuildings, such maintenance obligation shall include but is not limited to restoring damaged, missing, peeling or faded exterior surfaces including trim, cleaning and repairing gutters (if any), replacing broken glass and fixtures, and keeping fences, gates, walks and driveways in good repair.

8. **Mineral Exploration:** No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind. No well for the production of, or from which there is produced, water, oil or gas shall be operated within the Property, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. No slant drilling shall be permitted.
9. **Nuisance.** No noise, smell or other nuisance shall be permitted to exist or operate upon a Lot so as to be offensive or detrimental to any other Lot subject to this Declaration or its occupants. No firearms shall be discharged upon any Lot. No open fires shall be lighted except for barbeques, fire pits, or exterior fireplaces intended for periodic use. Compost piles, wood or lumber piles, tools and equipment, bulk materials, and facilities or structures for hanging, drying or airing clothing or household fabrics shall be screened or stored so as not to be Visible from Neighboring Property.
10. **Outbuildings.** A shed, workshop, playhouse or other outbuilding may be constructed on the Lot provided that such outbuilding conforms to all County requirements regarding setbacks, size and height limitations and is not used as living quarters on either a temporary or permanent basis. No guest house or servant's quarters may be erected on any Lot.
11. **Party Walls or Fences.** For any wall or fence installed by the Declarant which is located on the property line separating two (2) or more Lots, each affected Owner shall have the obligation to maintain the interior of the wall or fence and the affected Owners shall share, on an equitable basis, the cost of repairing or replacing such wall or fence, or portion thereof, provided that if a party wall or fence is damaged by the negligent or willful act of an Owner or such Owner's invitees, the damaging Owner shall be responsible for the cost of repair or replacement. The Owners of Lots upon which a party wall or fence is located shall have a reciprocal non-exclusive easement to the Lot immediately adjacent to the party wall or fence for the limited purpose of maintaining the party wall or fence.
12. **Signs.** No billboards or advertising signs of any kind shall be placed on a Lot other than customary "For Sale" or "For Lease" signs.
13. **Slope and Drainage.** Each Lot has been graded to properly drain water and minimize erosion. Each Owner shall maintain all slopes on his Lot and re-establish any slope affected by erosion or other breakdown. The established drainage pattern of a Lot shall not be altered unless adequate provision is made for proper drainage.

14. **Subdivision, No Further.** No Lot shall be divided or subdivided into any smaller parts or parcels.
15. **Temporary Structures.** No tent, shack, storage unit, container unit, or other structure of a temporary nature shall be placed on a Lot.
16. **Vehicle and Trailer Parking and Storage.** No person shall park, keep or store any vehicle or trailer in the front yard of any Lot except within a garage or on a paved driveway or pad created for that purpose. Recreational vehicles may be parked, kept or stored in the rear yard behind a six (6) foot solid fence or wall. No inoperable, abandoned, unregistered, or junk vehicles shall be parked, kept or stored on a Lot except within a garage. No recreational vehicle, mobile home, travel trailer, camper or other similar vehicle may be placed on a Lot for use as either temporary or permanent living quarters.
17. **Violations of Law.** Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any Lot subject to this Declaration is a violation of this Declaration.
18. **Visible from Neighboring Property.** With respect to any given object, such object is or would be visible to a person six feet tall standing on an assumed floor elevation one and a half (1 1/2) feet above the surface of any neighboring property in the area involved, assuming that the property had an elevation equal to the highest elevation of the ground surface of that portion of the area upon which the object is located.
19. **Architectural Restrictions.** For so long as the Declarant owns a Lot within the Subdivision, no person shall add, alter or remove any improvement on a Lot without first obtaining the prior written approval of the Declarant. When the Declarant no longer owns a Lot within the Subdivision, then no person shall add, alter or remove any improvement on a Lot in violation of the following restrictions:
 - a. **Construction.** Upon commencement of the construction or alteration of a Residence or any outbuilding or the installation or alteration of any landscaping, the Owner shall employ all reasonable speed and diligence in completing such work.
 - b. **Driveways, parking pads and walkways.** Asphalt driveways, parking pads and walkways are not permitted.
 - c. **Exterior Materials.** The Residence and any outbuildings may be finished in stone, brick or horizontal wood or fiber cement siding or a combination of such materials. Corrugated metal, aluminum and vinyl siding are not permitted. Vertical siding, such as T1-11, is not permitted on the Residence but may be used on an outbuilding.
 - d. **Fences.** Solid fences, six (6) feet in height, of redwood or other similar material shall enclose the rear portion of the Lot. No front yard may be enclosed with a fence. Therefore, no fence may extend farther than a line parallel with the front elevation of the Residence. Board fences should be stained or treated with preservative to harmonize with the colors used on the Residence. Wooden fences shall not be painted or allowed to weather to grey. Chain link fencing is not permitted.


- e. **Fireplaces and Wood Stoves.** No wood burning fireplaces or stoves shall be installed within a Residence or upon a Lot.
 - f. **Foundations.** All Residences shall be built on full concrete foundations, including stem walls.
 - g. **Gutters.** Gutters and downspouts, if installed on a Residence, shall be as specified for each exterior color scheme as shown on Exhibit "B".
 - h. **Height.** No structure erected or installed upon a Lot shall exceed two (2) stories in height, exclusive of basements.
 - i. **Lighting, Exterior.** Any exterior electrical, gas or other artificial lighting installed on the Lot shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as to fall on the same property on which such lighting is located so as not to create a nuisance to neighboring Residences.
 - j. **New Construction.** No existing or used structure of any type or nature shall be moved from another place to a Lot for any purpose.
 - k. **Paint Schemes.** Residences and outbuildings shall be painted in one of the exterior color schemes specified on Exhibit "B", provided that no Residence may be painted or re-painted in the same color scheme as the Residences located on the Lots to the right or left of the Residence to be painted.
 - l. **Roof.** Roofing material shall be as specified on Exhibit "B" and the color blend installed shall conform to the exterior color scheme of the Residence.
 - m. **Square Feet, Minimum.** The Residence constructed on a Lot shall be a minimum of one thousand four hundred (1,400) square feet of living space, plus a garage sufficient for parking a minimum of two (2) vehicles.
 - n. **Walls, Retaining or Free-Standing.** Each Owner shall maintain any wall located on the Lot. Walls shall be covered and finished with stucco, rock, brick or other masonry material. No other materials, including but not limited to, timber ties, plain concrete, and gabion (i.e. loose rock enclosed in a wire "basket") shall be used.
 - o. **Window Coverings.** Each Owner shall install and maintain window coverings for each window. Acceptable window coverings include curtains, drape, shutters or blinds. No window shall be covered with aluminum foil, sheets, cardboard or other materials in lieu of acceptable window coverings.
20. **Enforcement.** These covenants may be enforced by the Declarant or by any Owner of a Lot bound by these covenants. Any Owner, at such Owner's expense, shall have the right to bring a civil action for money damages and/or injunctive relief for the breach of any such provision. Any failure to enforce a covenant shall not be deemed a waiver of the right to enforce the same thereafter.
21. **Captions:** The captions contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.

22. **Gender:** The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of this Declaration so requires.
23. **Waiver:** No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
24. **Invalidity:** The invalidity of any provision of this Declaration does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of this Declaration shall continue in full force and effect.
25. **Amendment.** This Declaration, including Exhibit "B", may be amended by the affirmative vote of the Owners of a majority of Lots subject to this Declaration according to the following procedure. Each Lot subject to this Declaration is allocated one vote regardless of the number of persons owning the Lot. Any proposed amendment(s) shall be set forth in writing and distributed to the Owner(s) of each Lot subject to this Declaration along with a written ballot which allows the Owner(s) to vote for or against the proposed amendment(s). The amendment(s) and the ballot shall be delivered to the Owner at the mailing address on record with the Douglas County Assessor. Each ballot returned must be identifiable to a Lot and the record Owner of the Lot. If the Owners of a majority of Lots subject to this Declaration vote in favor of the amendment(s), such amendment, along with copies of the ballots indicating sufficient favorable votes shall be recorded in the Office of the Douglas County Recorder against each Lot subject to this Declaration.
26. **Term:** This Declaration, including all of the covenants, conditions and restrictions hereof, shall run with and bind the Lots subject to it for a term of fifty (50) years from the date this Declaration is recorded. After such time, the covenants, conditions and restrictions contained herein, shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed by the Owner(s) of at least eighty percent (80%) of the total number of Lots subject to the Declaration and recorded in the Office of the Douglas County Recorder terminating this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of this 29
day of June 2018.

DECLARANT:

KDH BUILDERS AT THE RANCH, LLC
A Nevada limited liability company

By: 
~~Kenneth Hendrix~~ Mike Currie
Manager

STATE OF NEVADA)
)ss.

COUNTY OF WASHOE)

On this 29TH day of June, 2018, before me the undersigned Notary Public, in and for said County and State, personally appeared Mike Currie, known or proved to me to be the Authorized Agent, who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein provided.



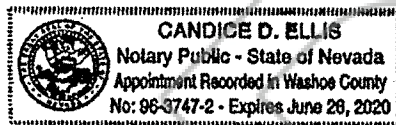


EXHIBIT "A"

Property Subject to this Declaration

Lots 41 through 45 and Lots 86 through 96 as shown on Final Map Planned Unit Development PD 04-008 Heybourne Meadows Pahse IIC, recorded in the office of the Douglas County Recorder, State of Nevada on September 19, 2017 as Document No.: 904214, Official Records.

Lots 140 through 157 as shown on Final Map Planned Unit Development PD 04-008 Heybourne Meadows Pahse IID, recorded in the office of the Douglas County Recorder, State of Nevada on January 17, 2017 as Document No.: 2018-909251, Official Records.

