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KAREN ELLISON, RECORDER

Send Tax Statements To:
CARSON VALLEY HOMESITES, LLC
1222 Bobwire Lane
Gardnerville, NV 89460

APN _____

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
PLEASANTVIEW, PHASE 10**

THIS DECLARATION is made this 7th day of May, 2019, by Carson Valley Homesites, LLC, hereinafter referred to as "Declarant."

ARTICLE I

RECITALS AND DECLARATION

1.1 Ownership of Property: Declarant is the owner of that real property located in Douglas County, Nevada, described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Project."

1.2 Intention of Declarant: The Project is commonly known and referred to as Pleasantview, Phase 10. The Project consists of Lots upon which single family residences will be constructed. By this Declaration, Declarant intends to set forth the common plan for the use, enjoyment, maintenance, repair, restoration and improvement of the Project (as hereinafter defined) and the interests therein conveyed or reserved, and for the payment of any and all expenses pertaining thereto. Declarant also intends to impose upon the Project mutually beneficial restrictions under a general plan or regimen of improvements for the benefit of the Project and the future Owners therein.

1.3 Declaration and Property Subject Thereto: NOW, THEREFORE, in furtherance of such intent, Declarant hereby declares that all of the real property referred to herein as the Project, Exhibit "A" attached hereto, is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan

for the subdivision, improvement and sale of some or all of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of all of said real property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with said real property and shall be binding upon and shall inure to the benefit of Declarant, and each and every party having or acquiring any right, title or interest in the real property subject hereto or any part thereof and shall inure to the benefit of and shall be binding upon each successor in interest thereto. Each and all of said limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be and shall be construed as equitable servitudes, enforceable by any of the Owners of any portion of the real property subject hereto against any other Owner, tenant or occupant of said real property or any portion thereof.

ARTICLE II

DEFINITIONS

2.0 General: The words defined in the following paragraphs of this Article II shall have the meaning specified when capitalized in this Declaration unless the context requires otherwise, or unless expressly provided to the contrary.

2.1 Beneficiary: A beneficiary under a deed of trust or a mortgagee under a mortgage, and/or the assignee of such beneficiary or mortgagee.

2.2 Declarant: Means and refers to Carson Valley Homesites, LLC, its successors and assigns.

2.3 Improvement: Any building, outbuilding, shed, road, driveway, parking area, walk, fence, wall, stair, arbor, deck, pole, sign, pool, tank, ditch, landscaping, court, gate, statue, marker, bridge, hole, pipe, screening wall, retaining wall, hedge, windbreak, planting, planted tree and shrub, and any other structure or landscaping improvement of every kind and type.

2.4 Lot: Each lot within Pleasantview, Phase 10, as the same may be shown on the Subdivision Map therefore, other than common areas (if any) which may or may not be hereinafter created. Such Lots shall consist of the separate Lots within the Project. Lot shall include single family type Lots, whether created by a Subdivision map or by other mapping procedure provided by the laws of the State of Nevada.

2.5 Mortgage: An instrument securing monetary obligations, including a deed of trust as well as a mortgage.

2.6 Mortgagee: A beneficiary under or holder of a deed of trust as well as a mortgagee named in a mortgage.

2.7 Owner: The record Owner of any Lot subject to this Declaration that is subject hereto. "Owner" shall include a vendee under an installment Contract of Sale and shall exclude the vendor thereunder and those having an interest in any property that is subject to this Declaration solely for security for the performance of an obligation.

2.8 Purchaser: A person or any corporation, partnership, joint venture, or other business entity in which Declarant has no ownership interest or over which Declarant exercises no contractual or other control.

2.9 Residential Unit: The structure or structures situated upon a Lot designed or arranged for use and occupancy as a residence on a monthly or annual basis, including any garage, carport and guesthouse located on such Lot.

2.10 Single Family: One (1) or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than four (4) persons not all so related together with their domestic employees and servants who maintain a common household in a Residential Unit and casual guests.

ARTICLE III

PROPERTY RIGHTS

3.1 Agricultural Activities: It is hereby recognized by the Declarant, and it shall be binding on all of the Owners of the property of the Project, that the Project is located in a rural, agricultural area of Douglas County. The location of the Subdivision is in the midst of existing, ongoing agricultural operations, which operations include, but are not limited to, plowing, discing, planting, harvesting, baling, rearing of cattle or other livestock, all of which occur in the normal course of agricultural operations. These operations may occur at different times of the day in order to utilize the best climatic and crop conditions. All of the Owners shall accept and accede to the prior rights of agriculture in those areas surrounding the Subdivision. The Owners of the Subdivision shall hold harmless the adjacent agricultural operations for any inconvenience or nuisance which may be occasioned upon them, whether as a result of their livestock or as a result of the agricultural operations. This hold harmless shall not extend to intentional acts committed against the Owners of this property.

3.2 Maintaining Fences: It is further acknowledged that the Owner of a Lot in this Subdivision who wishes to prevent livestock from entering onto his property shall install and maintain perimeter fences.

3.3 Declarant's Right to Part: Declarant may install and maintain plant material on any Lot owned by the Declarant, but there is no requirement for the Declarant to do so.

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ARTICLE IV

WAIVER OF PARTITION

4.0 No Judicial Partition: There shall be no judicial partition of the property subject to this Declaration of Covenants, Conditions and Restrictions. Each Owner and the successors of each Owner, whether by deed, gift, devise or operation of law, for their own benefit or for the benefit of their respective Lots and for the benefit of all other Owners specifically waive and abandon all rights, interest and causes of action for a judicial partition of the tenancy in common ownership of the Property and do further promise and covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment; provided, however, that if any Lot shall be owned by two (2) or more co-tenants as tenants in common, as joint tenants, or as community property, nothing herein contained shall be deemed to prevent a judicial partition as between such co-owners of a Lot as to their undivided interests therein and thereto.

ARTICLE V

RIGHTS AND RESTRICTIONS ON

USE OF LOTS

5.1 Lot Restrictions: Each lot shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions:

5.2 Lot Use: For each and every Lot which is the subject of these restriction provisions there is hereby established no square footage requirement for the residential structure to be built on such Lot. Residential Units are limited to Single Family residential use.

5.3 Manufactured Housing Prohibited: Any manufactured housing, as defined by Nevada Revised Statutes 118B.015, 489.113, 489.120, and 489.125, as now or hereafter defined and existing from time to time, is prohibited within the Project.

5.4 Height Restrictions: There shall be no two story homes, two story accessory dwellings, or two story accessory structures. No structure shall be of a height greater than one and one-half (1 ½) stories. A one and one-half story structure shall be characterized as having two levels of living area. It has dormers in the half-story and a steep roof slope. The half-story is contained under the roof of the first story, which roof starts its rise at the ceiling of the first story. Further, a one and one-half story structure shall have a maximum roof pitch of eight inches (8") vertical rise for every twelve inches (12") of horizontal run. Under no circumstances shall structures of one and one-half story have windows in the upper level of the home with a direct view into the neighboring homes or yards that are immediately

adjacent to either the rear or side lot lines. A window with a sill of six feet (6') or higher above the floor shall not be considered to provide a direct view.

5.5 Antennae: With the exception of Direct TV, Dish, and similar sized installations, no antenna or satellite dish shall be erected, used or maintained outdoors whether attached to a building or structure or otherwise, nor shall any tower type structure be placed, constructed or maintained on any Lot.

5.6 Materials: Highly reflective materials, such as white vinyl and/or certain metals, shall not be allowed for any exterior surface of any Residential Unit, accessory dwelling, accessory structure or any other Improvement .

5.7 Night Sky Lighting: No exterior lighting shall be directed towards the sky, neighboring parcels, streets, roadways or other areas not directly in the lot owner's front, side or rear yard areas. No exterior blinking, strobe or colored lighting of a permanent nature shall be allowed. All exterior lighting shall be of the minimum intensity necessary to fulfill the purpose of that light. Any lighting attached to a motion sensor or photocell shall have an override switch and shall be deactivated when not in use.

5.8 Surface Drainage: Surface drainage shall be in accordance with the concept and designs on the subdivision grading and improvement plans. With the exception of a surface for parking directly in front of a garage overhead door, measuring 2 feet wider than the garage overhead door by 20 feet deep, all landscaping surfaces including but not limited to driveway, sidewalks, paths, and patios, shall be permeable to surface drainage including storm water, irrigation water and any other surface water from any source. For the purposes of this Article, interlocking concrete pavers, when the surface area of the individual paver does not exceed 144 square inches, shall be considered permeable to surface drainage even if not so described by the manufacturer. Any and all surface drainage, including storm water, irrigation water, and any other surface water from any source shall be contained to and by the generating lot by infiltration trenches or other suitable methods, and shall not enter onto or into any other lot.

5.9 Subterranean Improvements: No Improvement which will extend beneath the surface of the ground for a distance of more than 18 inches shall be commenced unless adequate provision has been made for drainage.

5.10 Reconstruction After Destruction: The reconstruction after destruction by casualty or otherwise of any Improvements shall be accomplished in compliance with the provisions of this Covenants, Conditions and Restrictions.

5.11 No Further Subdivision: No Lot shall be further divided or subdivided, Nothing herein shall be deemed to prohibit the transfer or sale of any Lot, including improvements thereon,

to more than one (1) person to be held by them as tenants in common or joint tenants, or for the granting of any mortgage or deed of trust.

ARTICLE VI

DEANNEXATION

6.1 Declarant's Right to De-Annex: Declarant may de-annex any property from this Declaration, at any time prior to the conveyance of the last Declarant-owned Lot. Such de-annexation shall be effected by recording a de-annexation declaration. Upon recordation of the de-annexation declaration, the Lot shall be removed and de-annexed from this Declaration and thereafter shall be free from the obligations, requirements, declaration, limitations, covenants, conditions and restrictions set forth herein.

ARTICLE VII

LIMITATION OF RESTRICTIONS

7.1 Limitations of Restrictions: Declarant is undertaking the work of constructing lots for the location of Residential Units within the Project. In order that said work may be completed and that the Project may be established as a fully occupied community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

7.2 Right to Conduct Construction Activities: Prevent Declarant or its contractors, or subcontractors from doing within Project, whatever is reasonably necessary or advisable in connection with the commencement or completion of said work; or

7.3 Right to Construct Permanent and Temporary Structures: Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said project as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

7.4 Right to Sale and Lease Lots: Prevent Declarant from conducting on any part of the Project its business of completing said work and of establishing said Project as a residential community and of disposing of said Lots by sale, lease or otherwise; or

7.5 Right to Place Signs: Prevent Declarant from maintaining such sign or signs on any of the Project, as may be necessary for the sale, lease or disposition thereof; or

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7.6 Right to Conduct Agricultural Activities: Prevent Declarant from continuing any agricultural operations on the undeveloped portions of the Project or on those recorded Lots prior to the sale of such Lots; or

7.7 Right to Store Material: Prevent Declarant from stockpiling materials used in Declarants' business, construction, or agricultural operations.

7.8. Right to Create Covenants: Prevent Declarant, prior to the termination of these Covenants, Conditions, and Restrictions, from granting and reserving easements and rights of way through, under, over and across any Declarant-owned area of the Project for construction purposes, and for the installation, maintenance, and inspection of the lines and appurtenances for public and private water, sewer, drainage, gas, electricity, telephone, and other utilities.

7.9 Right of Assignment: Prevent Declarant from assigning in whole or in part any of its privileges, exemptions, rights and duties under this Declaration to any other person and permitting the participation in whole or in part by any other person in any of its privileges, exemptions, right and duties hereunder.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Amendment: So long as the Declarant owns one or more parcels in The Project it shall have the right to amend, add, or delete any provision of this Agreement. After the Declarant has sold the last parcel of the land set out in Exhibit "A", the provisions hereof may be amended by instrument signed and acknowledged by not less than 100% of the Owners of all developed Lots, which amendment shall be effective upon recordation in the office of the Recorder of Douglas County, Nevada. For the purposes of Article VIII, a developed Lot shall include a lot that appears on a final subdivision map within the Project as recorded in the office of the Recorder of Douglas County, Nevada.

8.2 Duration: The provisions of this Declaration, including the Covenants, Conditions and Restrictions contained herein, shall continue and be effective for a period of 25 years from the date of recordation, and shall

8.3 Right of Enforcement: Except as otherwise provided herein, any Owner shall have the right (but not the duty) to enforce any and all of the covenants, conditions and restrictions now or hereafter imposed by this Declaration upon the Owners of any Lot in a Court of law. This Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the Project, as set forth in the preamble of this Declaration.

8.4 Attorney's Fee: An action, including arbitration, instituted to enforce this Declaration, if successful, shall result in the reimbursement of all costs and attorney's fees to the prevailing party.

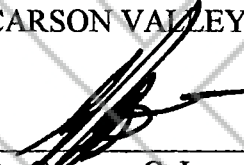
8.5 Restrictions Severable: Notwithstanding the provisions of subparagraphs A and B above, the covenants, conditions and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

8.6 Singular Includes Plural: The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

8.7 Captions: All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of this Declaration.


IN WITNESS HEREOF, the undersigned, have hereunto signed this document.

CARSON VALLEY HOMESITES, LLC,

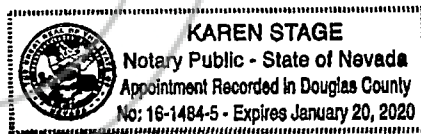

By: Gregory C. Lynn Date 5.7.19
Its: Managing Member

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 7th day of May, 2019, by Gregory C. Lynn as Managing Member of Carson Valley Homesites, LLC.



NOTARY PUBLIC



CARSON VALLEY HOMESITES, LLC,

Suzanne Towse 5-7-2019
By Suzanne Towse Date
Its: Managing Member

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 7th day of May, 2019, by Suzanne Towse as Managing Member of Carson Valley Homesites, LLC.

Karen Stage



EXHIBIT A

**LEGAL DESCRIPTION
PLEASANTVIEW PHASE 10**

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

Lots 196 through 199 as set forth on the Final Subdivision Map for Pleasantview Phase 10, LDA 00-027, filed for record in the office of the County Recorder of Douglas County, State of Nevada on June 21, 2019, in Book n/a, Page n/a, as Document No. 2019-930938

A portion of APNs 1220-17-610-001
 1220-17-601-023
 1220-17-501-033