



SHAWNYNE GARREN, RECORDER

APN# \_\_\_\_\_

Recording Requested by/Mail to:

Name: LESLIE SPEAR

Address: P.O. Box 3140

City/State/Zip: STATELINE, NV. 89449

Mail Tax Statements to:

Name: SAME

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

COVENANTS, CONDITIONS, AND RESTRICTIONS

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording  
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## COVENANTS CONDITIONS AND RESTRICTIONS

Purpose and Powers of the Association. This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific primary purpose for which it is formed is to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain CONDOMINIUM MAP of LOT 118 and 119, TAHOE VILLAGE UNIT NO. 1, DOUGLAS COUNTY, STATE OF NEVADA, and to promote the health, safety and welfare of the residents within the above-described property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

### ARTICLE I DEFINITIONS

Section 1. “Association” shall mean and refer to 420 A, B, C, D and 424 A, B, C, D QUAKING ASPEEN LANE ASSOCIATION, STATELINE, NEVADA, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contacts sellers, but excluding those having such interest solely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property herein before described, as such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property owned by the Owners for the common use and enjoyment of the Owners.

Section 5. “Lot” shall mean and refer to any plot of Land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

### ARTICLE II PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to members of his family, tenants, or contract purchasers who reside on the Property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of this Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. All Owners shall be members of the Association and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among

themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Owners of a Lot with delinquent fees forfeit their right to vote, and thereby agree and accept decisions, costs and fees made by the association.

#### ARTICLE IV COVENANT AND MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessment of charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be two hundred and fifty (\$250.00) dollars per lot.

(a) The maximum annual assessment may be increased by the vote or written assent of 51% of members.

Section 4. Special Assessments for Capital Improvements. In addition to annual assessments authorized above, the Association may levy, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of members.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Any action authorized under Section 3 and 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of votes cast at such meeting, but such vote is less than the requisite 51% members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month. Written notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the manager of the Association setting forth whether the assessments of a specified Lot have been paid.

Section 8. Effects of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the

due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and modifications showing the nature, kind, shape, height, material and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography.

#### ARTICLE VI OBLIGATION TO REBUILD

Section 1. Damage and Destruction Affecting Residences - Duty to Rebuild. If all or any portion of any residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of said residence to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 2. Time Limitation. The Owner or Owners of any damaged residence shall be obligated to proceed with all due diligence hereunder and commence reconstruction within three (3) months after the damage occurs and complete reconstruction within six (6) months after the damage occurs, unless prevented by causes beyond their reasonable control.

#### ARTICLE VII RIGHT OF ENTRY

For the purpose of performing exterior maintenance, the Association through its duly authorized agents or employees shall have the right after reasonable notice to the Owner to enter upon any Lot at reasonable hours on any day.

#### ARTICLE VIII OWNERS' OBLIGATION TO REPAIR

Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in good condition and making all structural repairs as they may be required.

ARTICLE IX  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy five percent (75%) of the Lot owners. Any amendment must be recorded.

Section 4. Use Restrictions - Use of Lots and Common Areas.

- (a) Each Lot shall be improved, used and occupied for private single family dwelling purposes only.
- (b) No Lot or improvements situated thereon shall be occupied or used for any purpose or in any manner which shall cause such improvements to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the Nevada Standard Fire Policy form, or cause any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal thereof.
- (c) Not exceeding two (2) usual and ordinary pets (exclusive of caged birds) may be kept on any Lot.
- (d) No Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Lots or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity, be committed or permitted to occur on any Lot.
- (e) No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot; one sign of not more than two square feet advertising the property for sale, rent or lease.
- (f) Each Owner of a Lot shall have the duty to Landscape and the right to place furniture upon his deck. The Owner shall not have the right to paint, decorate, remodel, alter or add to the exterior walls or surfaces or roof of any building or other structure or to any deck without the prior written consent of the Association.
- (g) No noxious or offensive activity shall be carried on in any Lot or in the Common Area nor shall anything be done therein which may be or become an annoyance or nuisance to the Owners. Nothing shall be done in any Lot or in, on or to the Common Area which will impair the structural integrity of the building or which would structurally change the building. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association. All rubbish, trash or

garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon or on the adjacent Common Area.

ARTICLE X  
EXTERIOR MAINTENANCE AND INSURANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repaint, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, stairs, lighting, and other exterior improvements. Such exterior maintenance shall not include individual private decks.

The Association shall maintain Property Insurance for all Properties from the "studs in" meaning that all structures shall be primarily covered by the Association property insurance policy. The Owners only need to obtain individual insurance policies for the personal property coverage and liability coverage of their respective Units.

In the event that the need for maintenance or repair is caused by the willful or negligent act of the Owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

DESCRIPTION

All that certain lot, piece or parcel of Land situated in the County of Douglas, State of Nevada, described as follows:

Unit 1, 2, 3, 4 as set forth in the Condominium Map of Lot 118, Amended Map of TAHOE VILLAGE UNIT NO. 1, filed for record on August 27, 1979 in Book 879, Page 1947, Document No. 36003, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 4/4 interest in the common area, as set forth on Condominium Map of Lot 118.

	Douglas County present day APN #s
A.P.N. 40-180-01	1319-30-718-001
40-180-02	-002
40-180-03	-003
40-180-04	-004
40-180-05	-005

Unit 1, 2, 3, 4 as set forth in the Condominium Map of Lot 119, Amended Map of TAHOE VILLAGE UNIT NO. 1, filed for record on August 27, 1979 in Book 879, Page 1948, Document No. 36004, Official Records of Douglas County, State of Nevada.

TOGETHER WITH an undivided 4/4 interest in the common area, as set forth on Condominium Map of Lot 119.

A.P.N. 40-180-06	1319-30-717-001
40-180-07	-002
40-180-08	-003
40-180-09	-004
40-180-10	-000

THE UNDERSIGNED, hereby approves, consents to and joins in the execution of the foregoing Declaration of Covenants, Conditions and Restrictions. THIS DOCUMENT IS BEING SIGNED IN COUNTERPART BUT IS TO BE DEEMED AS ONE ORIGINAL.

[Add signatures of owners and notary seal]

Leslie Spear  
Leslie Spear

Sookie Park-Spear  
Sookie Park-Spear

Renee L. Landau  
Renee L. Landau

Alan J. DeSena  
Alan J. DeSena

Gary Burdorf  
Gary Burdorf

N/A  
Sherry Burdorf

Ron Torten  
Ron Torten

Sara Torten  
Sara Torten

Chad R. Ryder  
Chad R. Ryder

Lou R. Quiroz  
Lou R. Quiroz

Leroy J. Richardson  
Leroy J. Richardson

Claudia R. De Parcha  
Claudia R. De Parcha

N/A  
Mark Garrison


N/A  
Jane Garrison

STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 9-23-22,  
By Leslie Spear & Sookie

Park-Spear

Dena Reed  
NOTARY PUBLIC

 **DENA REED**  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 03-80676-5 - Expires March 14, 2023.

SPACE BELOW FOR RECORDER

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STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 9-23-22,  
By Rene L. Landau

Dena Reed  
NOTARY PUBLIC

 DENA REED  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 03-80676-5 - Expires March 14, 2023

COPY


SPACE BELOW FOR RECORDER

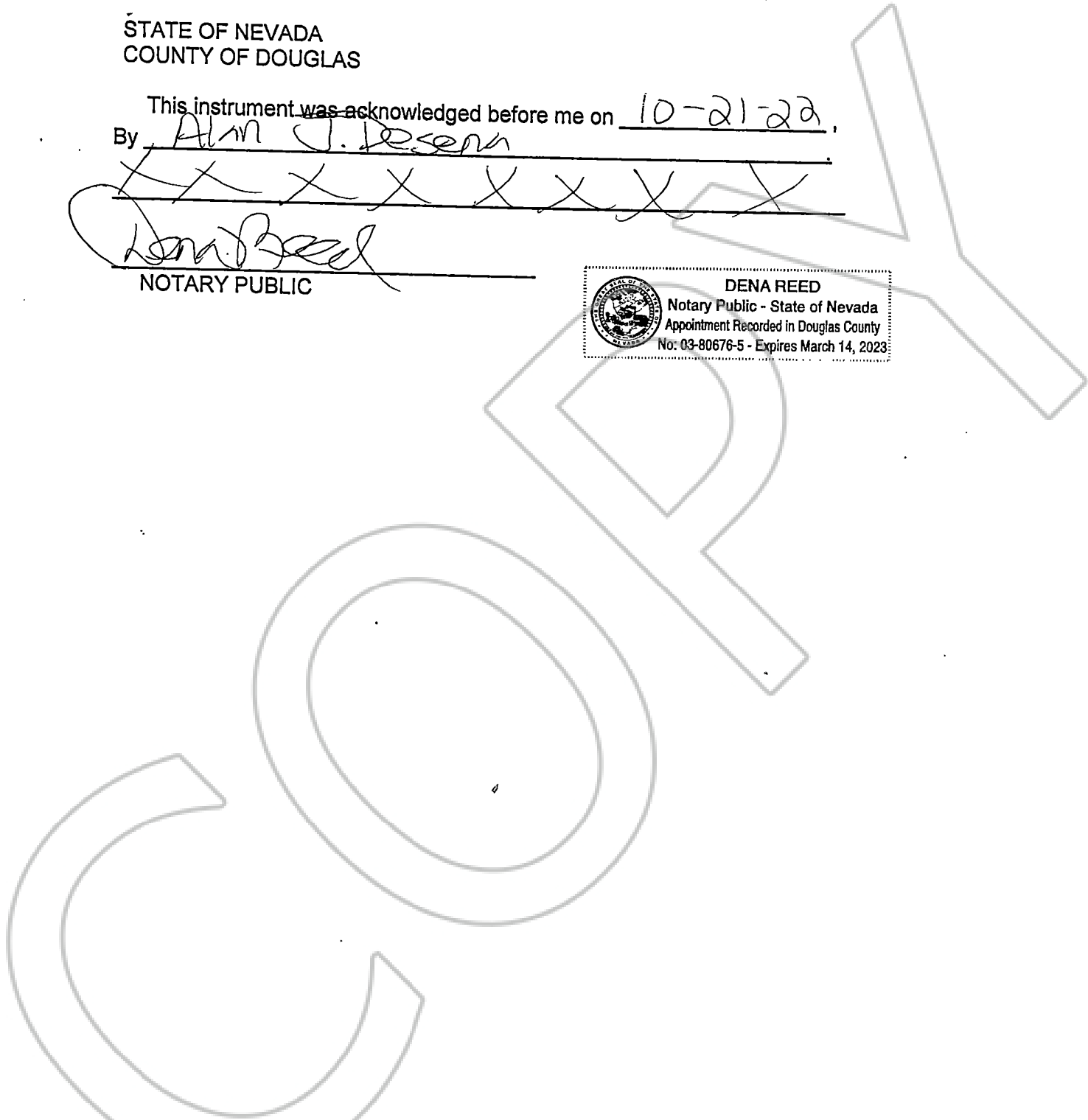
STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 10-21-22,  
By Alm J. Desera

X X X X X X X

Dena Reed  
NOTARY PUBLIC

 **DENA REED**  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 03-80676-5 - Expires March 14, 2023




SPACE BELOW FOR RECORDER

STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 12-30-22,  
By Gary Burdorf

Dena Reed  
NOTARY PUBLIC

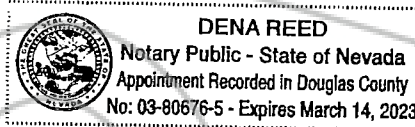
 DENA REED  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 03-90676-5 - Expires March 14, 2023

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STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 7-23-22,  
By Ron Totten & Sara Totten.

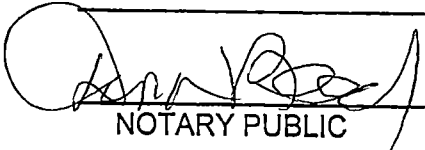
*Dena Reed*  
NOTARY PUBLIC




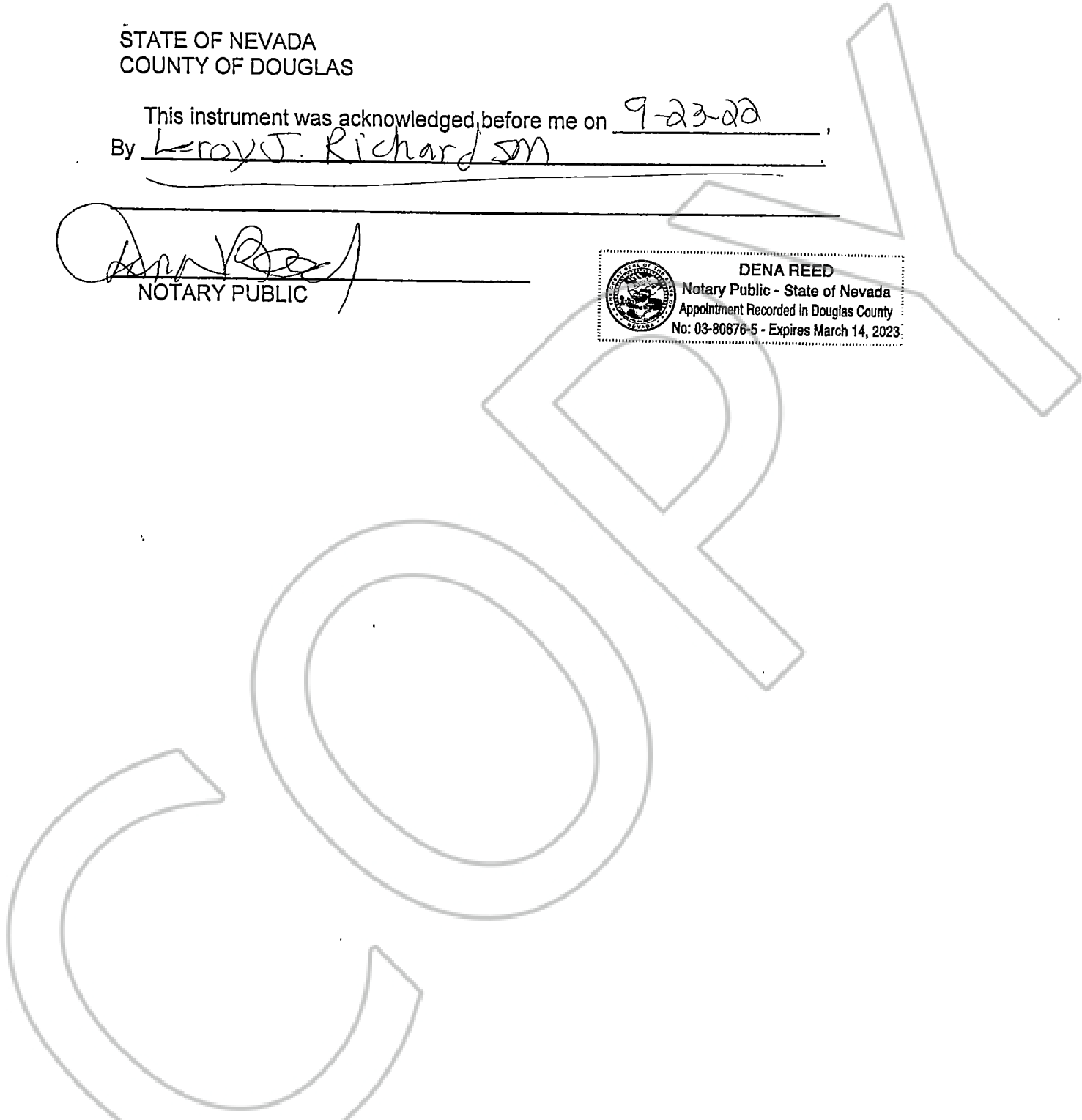
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STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 9-23-22,  
By Leroy J. Richardson

  
NOTARY PUBLIC

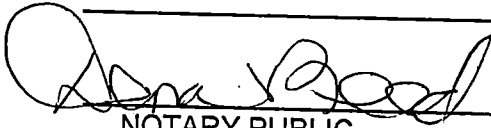
 **DENA REED**  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 03-80676-5 - Expires March 14, 2023




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STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 9-23-22,  
By Clavdia R. De Parcha

  
NOTARY PUBLIC

 **DENA REED**  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 03-80676-5 - Expires March 14, 2023

*COPIED*

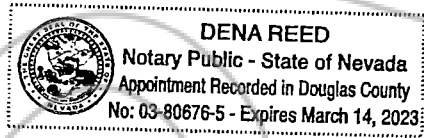
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STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 10-27-22,  
By LOUR GUEROZ

XXXXXXXXXXXX

*Dena Reed*  
NOTARY PUBLIC




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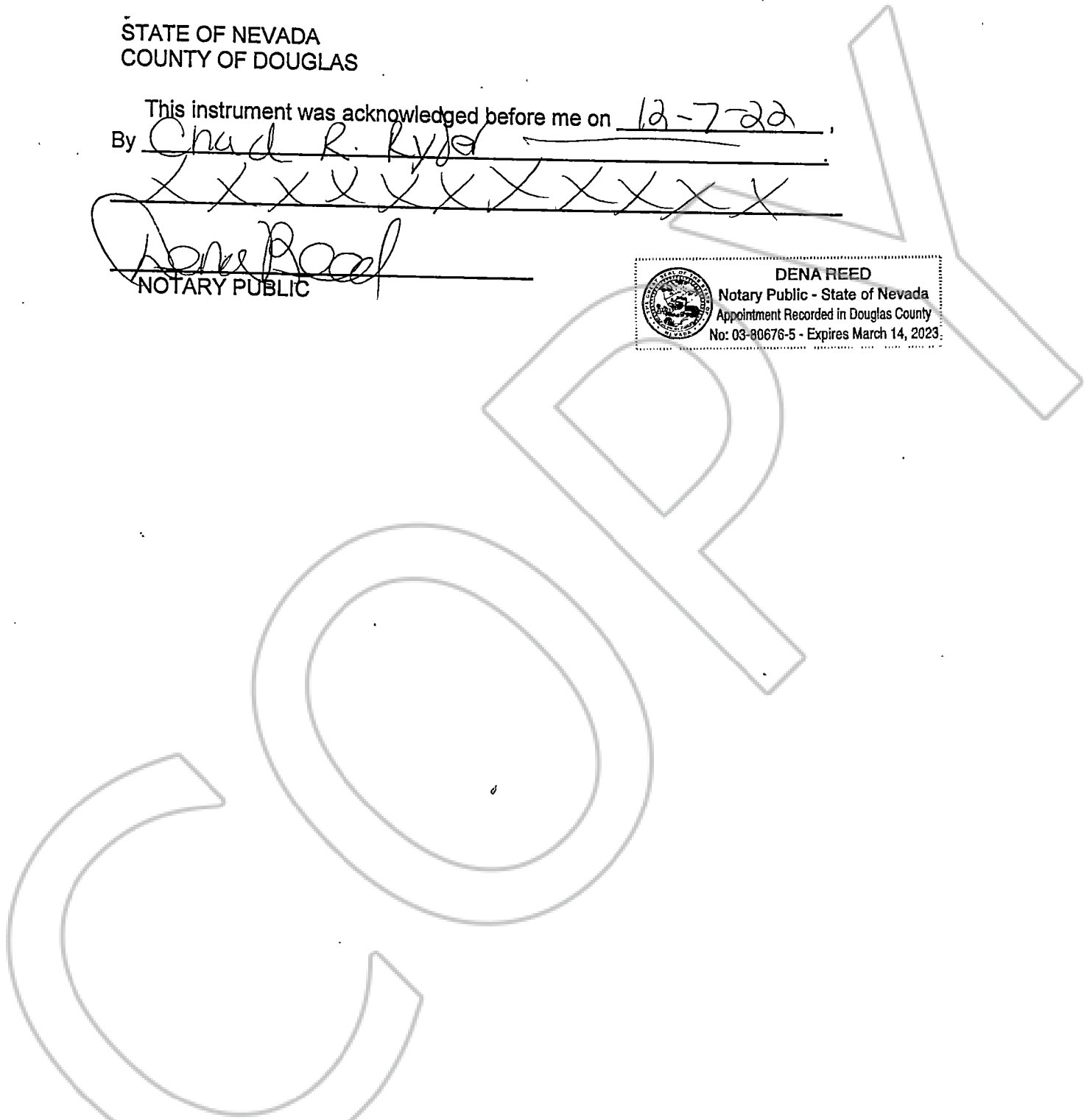
STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 12-7-22,  
By Chad R. Ryja

X X X X X X X X X X

Dena Reed  
NOTARY PUBLIC

 **DENA REED**  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 03-80676-5 - Expires March 14, 2023.



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