

WHEN RECORDED, MAIL TO:

**P. & S. Development Ltd., a Limited Liability Company
c/o Park Cattle Co., Manager
P.O. Box 2249
Stateline, NV 89449**

Received and Reviewed

by: _____

Signature _____ Date: _____

Signature _____ Date: _____

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
TILLMAN ESTATES**

THIS DECLARATION of Covenants, Conditions and Restrictions, made this 22nd day of April, 1994, by P. & S. Development Ltd., a Limited Liability Company, hereinafter referred to as "Declarant", owner of the real property subject to this Declaration commonly known as Tillman Estates and hereinafter more particularly described as follows:

All of those lots and parcels of land embraced within the exterior boundaries of The Tillman Estates Subdivision, as shown on the final map thereof filed in the office of the County Recorder of Douglas County, State of Nevada, on April 12, 1994, as Document No. 334956.

Said Property is hereinafter referred to as the "Property".

W I T N E S S E T H:

WHEREAS, P. & S. Development Ltd., a Limited Liability Company is the owner of the Property described above (together with such other properties as may be annexed thereto) and,

WHEREAS, it is the desire and intention of Declarant to sell the Property and to impose thereon mutually beneficial restrictions and provisions under a general plan or scheme of improvement for the benefit of all the Property, the homes and other improvements to be

constructed thereon (the Property, including all structures thereon, being hereinafter called the "Project" and any structures to be built thereon) and the future owners thereof,

NOW, THEREFORE, Declarant hereby declares that all of the Property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said land and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said land and lots and every part thereof. All of such covenants, conditions and restrictions shall run with the land and shall be binding on the Declarant and on all of its heirs, successors and assigns and on all other parties having or occupying any right, title, or interest in the described land or any part thereof, and on all of their heirs, successors and assigns.

1. Said lots shall be used for private, one-family residence purposes exclusively and no structure whatsoever, other than a one-family, private residence not to exceed one story in height, with customary out buildings including private garages, may be erected or maintained thereon at any one time.

2. All residences shall be connected to a municipal sewer system.

3. No antennae or other device for the transmission or reception of television signals or any other form of electro-magnetic radiation shall be roof mounted. Installation of such devices shall be permitted only when erected, used or maintained in the rear yard of a residence or property. The height of said device shall not exceed eight feet overall (including, but not limited to, the stand, pedestal, and receiver) and/or shall not be more than two feet above the height of the nearest property line wall. Adequate landscape material shall be installed to screen said device from view of adjacent residences or properties, as well as from the street. No horn or citizens band radio antennae shall be erected or maintained.

4. No tools or equipment and no derrick or other structure designed for use in boring for oil, gas or other kindred substances, or designed for use in boring for water, or designed for use in any mining operation or exploration shall hereafter be erected or placed upon such realty; and no owner of any of said lots shall ever consent to the use of the surface of the land, or any portion of the subsurface thereof, by any lessee under any lease to be negotiated or under any lease now of record affecting any of said lots, which lease pertains to the exploration, mining or operating for oil, gas or other hydrocarbon substance and the taking, storing, removing and disposition of same.

5. No rubbish, brush, weeds, undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon said lots or any of them, or any portion thereof, so as to render said premises a fire hazard, unsanitary, unsightly, offensive or detrimental to any other lot or property in the vicinity of the occupants thereof. Weather permitting, within six (6) months of occupancy of the main dwelling unit, the owner shall complete installation of

landscaping on all areas of the said lot which are visible from adjoining streets and lots. Said landscaping shall be consistent with the character and quality of the area. The owner of each lot for himself, his successors and assigns agrees to care for, cultivate, prune and maintain in good condition any and all trees, lawns, and shrubs growing on said lot and should owner or his successors or assigns fail to do so, or fail to keep said lot free from rubbish, brush, weeds, undergrowth or debris of any character, Declarant or its successors in interest at any time upon thirty (30) days written notice to owner or his successors and assigns, of its intention to do so may enter upon said lot or property and remove such rubbish, brush, weeds, undergrowth or debris and assess said owner or his successors or assigns for the costs thereof. Declarant or its successors in interest shall notify owner or his successors or assigns in writing of the costs thereof, and in the event such person or persons fails to remit to Declarant or its successors in interest the charges, such charges shall constitute a lien on said lot or property which may be enforced by Declarant or its successors in interest in the same manner provided by law with respect to a mortgage or other lien on real property.

6. No odors shall be permitted to arise therefrom so as to render any such lot unsanitary, unsightly, offensive or detrimental to any other lot or property; and no nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any other lot or property or to the occupants thereof; and without limiting the generality of any of the foregoing provisions, no external speakers, horns, whistles, bells, or other sound devices, except devices used exclusively for security purposes, shall be located, used or placed upon any lot.

7. No structure (including but not limited to dwelling units, garages, walls and fences) shall be permitted to fall into disrepair and all structures shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Any and all repairs, re-decorations, modifications or additions, interior or exterior, shall fully comply with all applicable building code requirements, rules and restrictions.

8. No owner shall permit any thing or condition to exist upon any lot which shall include, breed or harbor infectious plant diseases or noxious insects.

9. Every one-family dwelling erected shall contain not less than 1,400 square feet of floor space, exclusive of porches, patios and garages. Every garage shall be of sufficient size for a minimum of two cars.

10. Easements for installation and maintenance of utilities and drainage facilities have been conveyed as shown on the recorded plat and are otherwise of record.

11. No billboards, signs or advertising of any kind, excepting a conventional "for sale" or "for rent" sign no larger National Association of Realtors Standard Signage and Name Rider (two feet by two and one-half feet) shall be erected or maintained upon any of said lots without the written consent of Declarant or to any construction company owned or controlled by Declarant, and except as hereinafter provided in Paragraph 12 hereof.

12. Notwithstanding any other provision hereof, Declarant or its sales agents may, during the sale campaign of lots in said subdivision and/or in the general vicinity thereof, maintain on property owned by it in said Project a real estate office, model homes, parking facilities, lights, decorative entrance wall lot areas, and such signs, flags and sales aids as it may desire to promote such sales.

13. No animals or fowl, other than household pets, shall be kept or maintained on said lot of any portion thereof. At any one time the total number of household pets maintained by an owner or owners of a lot shall not exceed the total number allowable by the local governing agency.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

15. No fence, wall, hedge, construction or obstruction shall be installed or constructed upon any lot in said Project except the residence, garage or other out building permitted to be erected under the provisions of these restrictions, unless such fence, hedge, wall, construction or obstruction is designed so as to be provided with one opening for every three feet of length at ground level and so as to permit free drainage of waters falling upon said lot or flowing across the said portion of the lot from adjoining property, nor shall any such fence, wall, hedge, construction or obstruction be installed or erected unless prior to the commencement thereof complete working plans and specifications therefore have first been submitted to the Architectural Control Committee, hereinafter referred to, for the approval or rejection thereof by said committee, and that said committee shall have given its approval.

16. Each owner of lot numbers 9, 10, 11, 12, 13, 14, 23, 24, 25, 34, 35, 36, 45, 46, 47, 56, 57, 58, 59, 60, 61 and 62 as shown on the final subdivision map for Tillman Estates recorded April 12, 1994, as Document No. 334956 in the Official Records of Douglas County, Nevada, agrees for himself and his successors and assigns to maintain in good condition and repair and to rebuild as necessary that portion of the existing block wall fence as is located on or is adjacent to each such lot and each owner of each such lot agrees for himself and his successors and assigns to cooperate with the owner of each such other lot owner and his successors and assigns in connection with the obligations of this Article 16. Should the owner of any such lot or his successors and assigns fail to satisfy his obligations hereunder, Declarant or its successor in interest at any time upon thirty (30) days written notice to owner or his successors and assigns of its intention to do so may enter upon such lot and maintain and repair said block wall fence and assess the owner of such lot or his successors and assigns for the cost thereof. Declarant or its successors in interest shall notify the owner of such lot or his successors or assigns in writing of the costs thereof, and in the event such person or persons fails to remit to Declarant or its successors in interest the charges, such charges shall constitute a lien on said lot or property which may be enforced by Declarant or its successors in interest in the same manner provided by law with respect to a mortgage or other lien on real property.

17. Each owner of a lot in said Project agrees for himself and his successors and assigns that he will not in any way interfere with the natural or established drainage of water over his lot from adjoining or other lots in said Project, or that he will make adequate provisions for proper drainage in the event it is necessary to change the natural or established flow of water drainage over his lot. For the purposes hereof, "natural" drainage is defined as the drainage which would naturally occur at the time the overall approved grading plan of said Project has been completed by the Declarant. For the purposes hereof, "established" drainage is defined as the drainage which occurred or which would occur at the time the overall grading of said Project, including the finished grading of each lot in said Project, was completed by the Declarant.

18. No building, including without limitation garages, fences, walls or other construction activity shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location thereof have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. Approval shall be obtained as provided in Paragraphs 18 and 19 hereof.

19. The Architectural Control Committee is composed of one representative appointed by each of Park Cattle Co. and P. & S. Development, Ltd., a limited liability company and the Board of Trustees of the Gardnerville Ranchos General Improvement District. A majority of the committee shall be required to take action and may designate a representative to act for it. In the event of death or resignation of any member of the committee, the entity which appointed that member shall have full authority to designate a successor. Any member shall have the right to resign at any time. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed under this covenant. At any time, the then record owners (including Declarant) of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers or duties.

20. The Architectural Control Committee's approval or disapproval as required in these covenants, conditions and restrictions shall be in writing. In the event that the Architectural Control Committee, or its designated representative fails to approve or disapprove any plan, specification, design or plot plan within sixty (60) days after the same shall have been submitted to it, then the provisions herein relating to the approval of the Architectural Control Committee shall be deemed to have been waived by said Committee as to such plan, specification, design or plot plan, provided, however, that such waiver shall not be deemed to be a waiver of any other covenant, condition or restriction herein provided. The method of submission shall be by the mailing first class United States Mail Certified Receipt Requested the documents required by Paragraph 17 to any current member or designated representative of the Architectural Control Committee. The sixty (60) day period shall begin to run on the date of receipt of said documents by the Committee member or designated representative.

21. The Architectural Control Committee shall examine and approve, require

reasonable changes or disapprove any such plans. Approval of any plan or specification shall not prevent the Architectural Control Committee from withholding approval of an identical plan or specification, or part thereof, when subsequently or additionally submitted for approval by the same or any other owner. Approval or disapproval of any plan specification submitted to it shall not cause the Architectural Control Committee or its members or its designated representative to be liable to any person in any way. Approval by the Architectural Control Committee of any plans may be withheld due to noncompliance with any of the requirements of this Declaration or due to reasonable disapproval of the Architectural Control Committee as to the location of the building site upon any lot; appearance, construction materials to be used, the grading plan, the harmony of a proposed structure site with the surrounding area and homes and the influence or effect any structure may have upon the view, outlook or adjacent or neighboring lots.

22. No building, including without limitation garages, fences, walls or other improvement shall be painted or repainted other than its original color without the written approval of the new color by the Architectural Control Committee. Approval shall be obtained as provided in Paragraphs 19 and 20 hereof.

23. No clothes lines shall be placed nor shall any clothes be hung in any manner whatsoever on any lot in a location visible from a public street.

24. No boat, trailer, mobile home, recreational vehicle, camper or commercial vehicles may be parked at any time on any lot between the residence and the front property line of the lot. Parking a boat, trailer, mobile home, recreational vehicle, camper or commercial vehicle shall be permitted only in a side yard in an area adjacent to the side of a residence and the side property line, and to the rear of the most forward part of the Residence in said side yard. In addition, a boat, trailer, mobile home, recreational vehicle, camper or commercial vehicle parked in a side yard as defined above must be parked or stored behind a screened gate.

25. No garage door is to be left open except at such time as a vehicle is entering or leaving said garage.

26. These covenants, conditions and restrictions are to run with the land and shall be binding on all owners of the lots above described and persons claiming under them. The covenants, conditions and restrictions set forth in Paragraphs 15 and 16 shall continue in perpetuity. Each and all of the remaining covenants, conditions and restrictions shall continue for a period of thirty-five (35) years from the date these covenants, conditions and restrictions are recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the record owners of a majority of the lots has been recorded, agreeing to change or revoke said covenants, conditions and restrictions in whole or in part.

27. **Modifications and Termination/Additional Covenants.** Notwithstanding the provisions of Article 26, above, the Declarant shall have the unrestricted right, at any time, to effect the modification or termination, in part or in whole, of any of the covenants, conditions

or restrictions herein, by the execution of an instrument evidencing the same and duly recorded in the Office of the Recorder of the County of Douglas, State of Nevada. Except upon a modification of the covenants, conditions and restrictions herein as aforesaid, no covenants, conditions or restrictions recorded subsequent to the date of the recording of this Declaration and relating to any lot shall be valid or enforceable unless the same shall on its face evidence the approval of the Declarant herein.

28. No violation of any of the covenants, conditions or restrictions in this Declaration, nor any of the rights or rights to claim a lien or liens created hereunder upon any lot in said Project shall defeat or render invalid the lien of any holder of any indebtedness, or the renewal, extension or refinancing thereof, made in good faith and for value, and secured by any recorded trust deed upon such lot in favor of or for the benefit of any agency or officer of the United States of America, any agency or officer of the State of Nevada, any constitution lender (meaning any bank, insurance company, savings and loan association, or building and loan association), Declarant, any wholly-owned corporate subsidiary of Declarant, or any corporation of which Declarant is a wholly-owned subsidiary, and the rights, remedies and liens created hereby upon any such lot shall be subject and subordinate thereto; provided that, immediately after any power of sale or court foreclosure of any such trust deed by sale of such lot, this Declaration shall be binding upon and effective against any owner (including Declarant) whose title is derived through such a trustee's sale or court foreclosure, and the same rights and remedies shall attach and a new claim of lien shall automatically be created on such lot under the applicable provisions hereof, without further act, to secure payment of any and all assessments levied hereunder, after the date of such trustee's sale or court foreclosure.

29. No temporary residential structure of any form or type shall be permitted, and no garage or outbuilding shall be constructed for purposes of habitation nor shall any garage or outbuilding be converted to allow habitation.

30. Upon commencement of construction of a dwelling unit, all reasonable speed and diligence shall be employed to complete said construction, but in no case longer than one (1) year from date of building permit issuance.

31. All motor driven cycles shall be used solely for the purpose of transportation. No racing or pleasure riding shall be carried on upon any lot or facing street.

32. No building or structure shall be constructed or surfaced with a material that will cause sunlight to be reflected. Storage buildings on a lot shall be constructed of wood frame. No metal sheds will be permitted.

33. All telephone and secondary electric power service lines shall be installed and underground in accordance with accepted standards. All outdoor lighting shall be subdued and shielded in such a way to prevent illumination of and glare to adjacent or nearby properties.

34. The exterior woodwork of all buildings and structures erected or constructed shall

be painted with at least two (2) coats of paint, varnish or other stain within thirty (30) days after completion and before occupancy. Structures will not be allowed to approach a state of exterior deterioration such that they become a visual nuisance to the neighborhood.

35. Each lot shall receive water service from Gardnerville Ranchos General Improvement District who shall maintain and repair and manage the installed domestic and irrigation systems. Each user shall pay all costs therefor including all charges which may be levied upon such lands. Gardnerville Ranchos General Improvement District or its successor for itself, its agents or assigns, is granted the right and easement to enter in and upon all lots at reasonable times as may be established in furtherance of the above purposes.

36. Each of the provisions of these covenants, conditions and restrictions 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.

37. Except as otherwise provided herein, Declarant or any owner or owners of any of the lots shall have the right to enforce any or all of the provisions of the covenants, conditions and restrictions upon any other owner or owners. In order to enforce said provision or provisions, any appropriate judicial proceeding in law or in equity may be initiated and prosecuted by Declarant or any such lot owner or owners against any other lot owner or owners.

38. Attorneys' Fees. In any legal or equitable proceeding for the enforcement of, or to restrain the violation of, this Declaration of Covenants, Conditions and Restrictions or any provision thereof, the losing party or parties shall pay attorneys' fees of the prevailing party or parties, in such amount as fixed by the court in such proceeding.

39. To the extent that any federal, state or local law, ordinance or regulation applicable to the Property is more restrictive than this Declaration of Covenants, Conditions and Restrictions such federal, state or local law, ordinance or regulation shall control.

IN WITNESS WHEREOF, said Declarant P. & S. Development Ltd., a Limited Liability Company, has hereunto fixed its signature the day and year first hereinabove written.

P. & S. Development Ltd., a Limited Liability Company
By Park Cattle Co., Manager

By 
BROOKS PARK
Its PRES.
Pres.

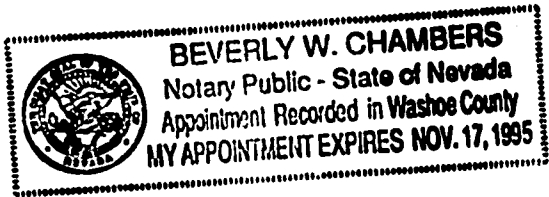
STATE OF NEVADA)

: ss.

COUNTY OF DOUGLAS)

On the 22 day of April, 1994, personally appeared before me, a Notary Public in and for said county and state, Brooks Park, who is the President of Park Cattle Co., the Manager of P. & S. Development Ltd., a Limited Liability Company; personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein stated.

Beverly W. Chambers
NOTARY PUBLIC



COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

94 APR 26 P12:40

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BK 0494 PG 5017

SUZANNE BEAUDREAU
RECORDER
\$15.00 PAID K2 DEPUTY