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FIRST AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE CONDITIONS, COVENANTS,  
AND RESTRICTIONS

For

GARDNERVILLE RANCHOS UNIT NUMBER 5

WHEREAS, on November 10, 1970, Declarations of Protective Conditions, Covenants and Restrictions for Gardnerville Ranchos Number 5, Douglas County, Nevada, were recorded in Book 81, Page 76, Document No. 50125 of the Official Records of Douglas County, Nevada; and

WHEREAS, said Declarations of Protective Conditions, Covenants and Restrictions for Gardnerville Ranchos Number 5 provide that said restrictions may be modified, altered or changed with the written consent of the owners of seventy percent (70%) of the lots in said Unit 5; and

WHEREAS, the undersigned, being the owners of more than seventy percent (70%) of the lots in said Gardnerville Ranchos Unit No. 5, desire to amend and restate said original Declarations in this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gardnerville Ranchos Unit No. 5.

NOW, THEREFORE, the undersigned, consisting of more than seventy percent (70%) of the owners of the real property situated in the County of Douglas, State of Nevada, described as:

All of Lots 1 through 170 inclusive, as said lots are shown on the plat of Gardnerville Ranchos Unit No. 5, recorded in the Office of the County Recorder of Douglas County, State of Nevada, on November 4, 1970, at 9:36 A.M., Filing No. 50056.

do hereby certify and declare that they have established and by these presents do hereby establish the following restrictions, covenants and conditions subject to which all lots, parcels and portions of said Unit No. 5, shall be held, used, leased, sold, occupied, conveyed and improved, hereby specifying that said restrictions, covenants and conditions shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them having or acquiring any right, title or interest in the real property subject hereto, and for the benefit of and limitations upon all future owners in said subdivision, this Declaration of Restrictions being designed for the purpose of keeping said Unit No. 5 desirable, uniform and suitable in architectural design and use as herein specified, and for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof:

1. Except as further permitted below, nothing but a single dwelling or residence designed for the occupancy of one family, together with a private garage for the sole use of the family occupying such single private dwelling, shall be erected on any lot. A one bedroom guest house shall be permissible upon any lot, but must not be rented commercially other than with a rental of the entire premises, and also excepting lots or parcels designated as commercial or multiple.

2. No trade, business, profession or other type of commercial activity shall be carried on upon any lots but this

shall not prevent an owner of a single family residence building from renting said property for residential use, except such lots or parcels designated as commercial or multiple.

3. As to lots reserved exclusively for residential use, a minimum floor space of 1,350 square feet is required for single story structures, exclusive of any portion thereof used for a garage or outside porch. For two-story homes, a minimum floor space of 1,000 square feet is required for the ground floor, exclusive of any portion thereof used for a garage or outside porch. Only conventionally constructed residences shall be permitted and prefabricated, modular or similar structures are expressly forbidden. The minimum garage size required for a residential unit is a two-car garage and carports are not permitted on any lot. Garages shall only be used for the purposes of parking motor vehicles and other reasonable and noncommercial storage and workshop purposes. Driveways shall be a minimum of sixteen (16) feet wide with a minimum one percent (1%) grade to the street. Any outbuilding, shed, detached garage or any other building larger in size than one hundred forty-four (144) square feet shall conform to the construction and color of the residential unit or primary structure.

4. No structure erected shall have a metal, reflective or flat roof and no structure erected shall have felt, reflective or metal siding. Only nonflammable, heavy composition roofing materials with a minimum twenty-five (25) year life shall be used in the building, replacement or repair of any owner's structure.

5. No building or structure shall be erected or permitted on any lots nearer than thirty (30) feet from any street, front or back lot line, or the greater of ten (10) feet or ten percent (10%) from the sidelines of any lot, provided, however, where two or more lots are declared and used as a single building site, these sidelines shall refer only to the lines bordering on the adjoining property owner, except for lots and parcels designated as commercial or multiple.

6. No fence, wall or hedge higher than three (3) feet in the front yard within twenty-five (25) feet of the street or six (6) feet in the back yard shall be erected or maintained on any lot. Fences constructed of chain link material shall only be permitted in the front yard. Fences constructed of any barbed wire or similar material are expressly forbidden. No fences, hedges or walls shall be erected or maintained on any lot unless first approved by the Design Review Committee.

7. No mobile homes, truck camper, recreational motor home, boat or trailer may be moved onto, kept, placed, maintained, parked or stored on any lot unless it is kept behind a suitable screened or fenced area at least six (6) feet in height no closer to the street than the front corner of the garage and/or the front corner of the primary structure, whichever is furthest back from the street. Recreational vehicles may only be parked on a street in the subdivision on a temporary basis, and in any event, no longer than two (2) weeks. No broken down or disabled vehicles of any nature shall be parked or stored on any lot or street.

8. No individual water systems shall be permitted on any lot.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot provided, however, that dogs, cats or other household pets may be kept there if they are not kept, bred or maintained for commercial purposes or for profit and provided that such pets are not kept in such a manner as to constitute a nuisance. The provisions of the local county code governing household pets shall be determinative if reasonable.

10. No lot is to be maintained as a dumping ground for rubbish, trash, garbage or other waste and all such materials must be kept in sanitary containers.

11. No temporary building or structure of any kind such as a tent, house trailer, portable living unit, shack, garage or barn, and no incomplete building shall be used at any time for a residence, either temporary or permanent. Temporary buildings and structures used during the construction or improvement of a residential unit or lot shall be removed immediately after the completion of construction.

12. No construction of any kind shall be permitted on any lot which does not meet the minimum requirements of these restrictions or of state or county building or construction requirements, whichever is greater.

13. Declarants reserve to themselves or to their heirs and assigns or to the Gardnerville Ranchos General Improvement District the right to install and maintain public, quasi public and/or

private easements for roads, streets, bridges, waterworks, wells, pipelines, drainage, and other similar purposes incident to the development of the property, either as shown in the recorded plat maps or if not so shown, then between the perimeter lot line and building set back lines.

14. No signs or advertising of any kind shall be permitted on any of the residential lots except that a sign not larger than 144 square inches setting forth the name of the owner or occupant of the said lot, may be maintained thereon and a "For Rent" or "For Sale" sign not larger than 144 square inches may be placed thereon.

15. No weeds, underbrush (excepting native sagebrush), or other unsightly growth shall be permitted to grow or remain upon any lot in the subdivision and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and in the event the owner of any lot in said subdivision shall fail or refuse to keep the said lot in said subdivision free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Design Review Committee or its successors or assigns shall have the right to enter upon the lot and remove same at the expense of the owner, and such entry shall not be deemed trespass.

16. Declarant reserves for itself, its successors and assigns, its agents, employees and for the Gardnerville Ranchos General Improvement District or any contractor or subcontractor dealing with Declarant or its successors and assigns of the said Gardnerville Ranchos General Improvement District, the right to



enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading or installation of drainage, water lines or sewer lines. These reserved rights of Declarant shall also apply to any additional improvements which Declarant or the Gardnerville Ranchos General Improvement District has the right, but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or other improvements in this respect, and the entry man upon restoring the said property to its condition at the time of the said entry, shall have no further obligation to the owner of any lot in connection therewith.

17. Declarant reserves the right, for itself, its successors and assigns, to designate any one or more lots in said subdivision as water lots. Notwithstanding any other provisions of these restrictions, such lots may be used as well sites, as water storage areas, or for any other similar activities connected with the production and distribution of a domestic water supply to said subdivision and to adjacent areas. Provided, however, that any surface improvements erected upon such lots by any water company or other person owning the same shall be in conformity with the provisions of these restrictions.

18. No building or structure shall be erected, placed, or remain on any lot or parcel until the following conditions, in

addition to other things herein provided for, have been complied with:

- A. All requirements of any competent government authority for the issuance of a building permit or license prior to the start of construction shall be met.
- B. The plans, including exterior material and color selections, working drawings, specifications, front and side elevations, and a plot plan showing the location of the building or the structure, terraces, patios, walls, fences, garages, driveways, poles, property lines and setbacks, must be submitted to the Design Review Committee. No improvement, construction, repair, grading, excavation, fill, or other work that alters the exterior appearance of any lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee to an owner shall be made, done or permitted to be done without the prior approval of the Design Review Committee in writing or their successors, heirs and assigns, as meeting the requirements of these restrictions. The Design Review Committee may demand proof that



all requirements of any competent government authority have been fully complied with. Refusal of approval of the plans and specifications and the site locations by the Design Review Committee or their successors, heirs, and assigns, may be based on any ground including purely aesthetic grounds, which in their sole and uncontrolled discretion shall be deemed sufficient.

- C. No alterations in the exterior appearance (including color) of buildings or structures shall be made without the prior approval of the Design Review Committee, their successors, heirs and assigns.
- D. The provisions herein contained shall apply equally to repair, alteration or modification made in any building, wall or other structure.
- E. The requirements of the approval of the Design Review Committee, their successors, heirs and assigns, shall be in addition to any requirements imposed by any competent government authority including, but not limited to the issuance of a building permit or license prior to the start of construction.

19. The Design Review Committee shall consist of not less than three (3) nor more than five (5) persons. The initial Design

Review Committee shall be comprised of three (3) members. The members of the Design Review Committee shall be elected by a majority vote of the owners of the lots. The Design Review Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of its members shall constitute an act by the Design Review Committee.

In the event the Design Review Committee fails to approve or disapprove any plans and specifications within thirty (30) days after the same have been duly submitted to the Design Review Committee, such plans and specifications will be deemed approved.

Plans and specifications are not approved for engineering design, and by approval of such plans and specifications neither the Design Review Committee, the members thereof, nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

The Design Review Committee shall have the right to require the owner of any lot to remove, trim, top or prune any tree, shrub, bush or plant which in the reasonable belief of the Design Review Committee impedes or detracts from the view of any lot.

20. Upon reasonable notice and during reasonable hours any member of the Design Review Committee or any authorized representative of any of them shall have the right to enter upon and inspect any lot and the improvements located thereon for the purposes of ascertaining whether or not the provisions of this

Declaration have been or are being violated and such persons shall not be deemed guilty of trespass by reason of such entry; provided, however, the granting of such right shall not be construed as creating any duty or obligation to determine compliance with this Declaration.

21. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of any improvement then so used, maintained or constructed on such lot.

22. The owner of each lot shall maintain the lot, the landscaping, all improvements located on the lot and the residential unit in a clean and orderly manner and in good condition and state of repair and adequately painted and otherwise finished, all at owner's sole cost and expense. No building, improvement or structure on any lot shall be permitted to fall into disrepair. Prior written consent of the Design Review Committee shall be obtained before changing the exterior color or appearance of an improvement. No owner shall do any act or work that will impair the structural soundness or safety of any improvement located on a lot.

23. Declarants reserve to themselves, their successors, heirs and assigns the right to transfer to any association of land owners of property within the Gardnerville Ranchos Unit No. 5, in such adjacent area as Declarants or their successors, heirs or assigns may deem reasonable and proper, all of the rights and duties herein

reserved to Declarants. Such a transfer shall be effected by the recording of a written notice thereof with the County Recorder of the County of Douglas, State of Nevada.

24. Declarants reserve for themselves, their successors, heirs and assigns, the right to waive, abandon, terminate, modify, alter or change any restrictions as to the lands described hereinabove with the written consent of the owners of seventy percent (70%) of the lots. No waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the County Recorder of the County of Douglas, State of Nevada. Each lot is to have one vote and voting is to be by lot basis only, provided that parcels designated as and for multiple use shall have as many votes as there are individual living (apartments) units, and provided, further in areas designated for commercial there shall be one vote for each 2,000 square feet or fraction thereof.

25. The various restrictive measures and provisions of the declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in the said subdivision, and failure by Declarants or any other person or persons entitled so to do, to enforce any measure or provision upon violation thereof shall not estop or prevent the enforcement thereof thereafter, or be deemed a waiver of the right so to do.

26. These restrictions shall remain in full force and effect until January 1, 2010, and thereafter shall be automatically extended for successive periods of ten (10) years until written

consent of the owners of seventy percent (70%) of the lots in said Unit 5 record a notice of termination of these restrictions with the Office of the Recorder of Douglas County, Nevada.

27. Invalidation of any one of these restrictions, covenants, or conditions by judgment or court order shall in no way affect any of the other provisions hereof and such other provisions shall remain in full force and effect.

28. Each grantee of a conveyance, purchaser under contract of sale or lessee under any lease, by accepting a deed, or contract of sale, or agreement of purchase, or a lease accepts the same subject to all of the covenants, restrictions, easements and agreements set forth in this declaration and agrees to be bound by the same whether or not they are set forth or referred to in such instrument. Damages for any breach of the terms, restrictions and provisions of this declaration are hereby declared not to be adequate compensation therefore; and such breach and any continuation thereof may be enjoined or abated by appropriate action by the Declarants, their successors, heirs or assigns, or by an owner or by owners of any other lot or lots in said Unit No. 5.

29. In the event any person entitled so to do shall begin any action to enforce the provisions hereof, such person shall be entitled to recover from any person or persons violating the provisions hereof and against whom such action is begun, a reasonable attorney's fee to be fixed by the Court.

30. No building or structure more than two (2) stories in height shall be erected on any lot or lots in Unit No. 5, except for lots and parcels designated as commercial or multiple.

31. Each and every lot owner in Unit No. 5 shall install and maintain at his own expense a water meter of a design approved by the Gardnerville Ranchos General Improvement District and reasonable access and entry to the premises of each and every lot owner shall be accorded to representatives or employees of said Gardnerville Ranchos General Improvement District for the purpose of inspecting and/or reading same.

32. A breach of the foregoing restrictions, covenants or conditions, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part hereof, but said restrictions, covenants, and conditions shall be binding upon and effective against any subsequent owner of said premises.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 9 day of Sept, 1991.

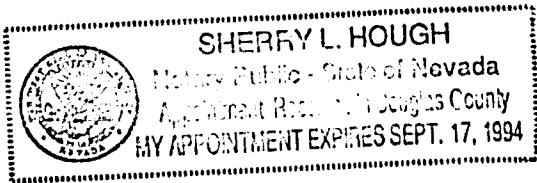
WESTRIDGE DEVELOPMENT AND  
CONSTRUCTION, INC.,  
a Nevada corporation

By: Peter M. Beehof, Jr.  
PETER M. BEEHOF, JR.  
Its President



STATE OF NEVADA )  
 :  
 COUNTY OF DOUGLAS ) SS.

On Sept. 9th, 1991, personally appeared before me, a notary public, PETER M. BEEKHOF, JR., personally known (or proved) to me to be the person whose name is subscribed to the foregoing document, who acknowledged to me that he is the President of WESTRIDGE DEVELOPMENT AND CONSTRUCTION, INC., a Nevada corporation, and who further acknowledged to me that he executed the foregoing document on behalf of said corporation.



*Sherry L. Hough*  
NOTARY PUBLIC

Sherry L. Hough

WHEN RECORDED MAIL TO  
WEST RIDGE DEVELOPMENT AND CONSTRUCTION, INC.  
P. O. Box 45  
Gardnerville, NV 89410

REQUESTED BY  
FIRST CENTENNIAL TITLE CO.  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

91 SEP 10 A10:11

F3WSTRDG.DEC

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SUZANNE W. ALDREAU  
RECORDER

\$19.00 PAID 134 DEPUTY

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