

After recording mail to:  
Bill Thompson  
P.O. Box  
Gardnerville, NV 89410

99100651

## DECLARATION OF RESTRICTIONS

### THOMPSON RANCHOS

THIS DECLARATION made this 17th day of September, 1999, by William Thompson and Jennie Thompson, (also known as Lemuel W. Thompson and Jennie L. Thompson) co-trustees for the Bill and Jennie Thompson Family Trust, declarants WITNESSETH:

WHEREAS, said Declarant is the owner of One Hundred Percent (100%) of the property described in Exhibit "A" commonly known as THOMPSON RANCHOS.

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

WHEREAS, said Declarant as owner and developer of the described property, intends to sell and convey the lots presently owned by Declarant and before doing so, desires to impose upon said 100% of the lots owned by Declarant mutual and beneficial restrictions, covenants, equitable servitude and charges under a general plan for the benefit of all the lots therein, and the owners and future owners thereof.

NOW THEREFORE, Declarant declares that all of the property is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof, to wit:

1. These Covenants, Conditions and Restrictions shall bind the Declarant, their heirs, executors, administrators and all future assigns of Declarant, owner, owners, or grantees of any lots in Thompson Ranchos.
2. These Covenants, Conditions and Restrictions shall bind and be effective during the period ending October 31, 2024, after which this Declaration shall automatically extend for successive periods of ten years, provided, however, that such Covenants, Conditions and Restrictions may be changed, supplemented or abolished in any of all particulars by the recordation in the office of the County Recorder of Douglas County, Nevada, of a revocation of, amendment to, or supplemental declaration of restrictions duly executed and acknowledged by the owners of a majority of the lots comprising and participating in these restrictions.
3. The Covenants, Conditions and Restrictions herein contained shall bind and insure the benefit of, and be enforceable by, Declarant, his heirs, executors and administrators, and all future assigns, or by the owner or owners of any said lots herein. The owners of any of said lots may institute and prosecute any proceedings at law or in equity against any person, firm or corporation, violating or threatening to violate, any of the conditions, restrictions or covenants herein contained. Any such

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action may be maintained for the purpose of preventing a violation or to recover damages for a violation or for both such purposes. The failure of Declarant, his successors, or assigns, or of any owner of any said lot(s) to enforce any of the Covenants, Conditions and Restrictions herein contained shall not be deemed a waiver of right to enforce them thereafter. Nothing herein shall be construed as preventing the application of any remedy given by law against a nuisance, public or private, the remedy of which shall be in addition to any other remedy or remedies now or hereafter provided by law.

4. Any invalidation of a specific Covenant, Condition or Restriction by the judgement or order of any court of competent jurisdiction shall not affect the validity of the remaining Covenants, Conditions and Restrictions which shall continue and remain in full force and effect.
5. Land Use:
  - 5.1. No dwelling having a ground floor area of less than 1,600 square feet, exclusive of porches, patios, terraces, and garages, shall be erected or maintained. All structures erected shall be built in a good workmanlike manner and be maintained in good condition.
  - 5.2. No building shall be moved from any other location onto any lot. This shall include mobile, modular, or other prefabricated building.
  - 5.3. No building or structure shall be constructed of a material which will cause the sunlight to be reflected.
  - 5.4. All utility connections and service lines installed to each individual lot, dwelling unit, or outbuilding will be installed underground, including electric service and telephone cable in accordance with accepted construction and utility standards.
  - 5.5. No dwelling house shall be occupied for residential purposes until the same shall be connected to a sanitary sewage disposal system consisting of individual septic tanks or other equally sanitary structure for the storage or disposal of sewage, constructed, located and connected with a disposal field, in a manner first approved in writing by the authority having jurisdiction thereof.
  - 5.6. No garbage, refuse, or obnoxious or offensive material shall be permitted to accumulate on any of said lots, and the owner thereof shall cause all such material to be disposed of by and in accordance with accepted sanitary practice. All garbage or trash containers, oil tanks, gas tanks, and other such facilities must be placed in areas so that they shall not be visible from the adjoining properties or from the streets.
  - 5.7. All private driveway encroachments connecting with the public streets or roads shall be provided where necessary with culverts of a suitable size or other approved means of accommodating run-off and drainage as approved by the County Engineering and Street Departments.

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IN WITNESS WHEREOF, the undersigned hereunto set their hand and seal the day and year first hereinabove written.

**THOMPSON RANCHOS**

By: *William L. Thompson*  
William L. Thompson

*Jennie Thompson*  
Jennie Thompson

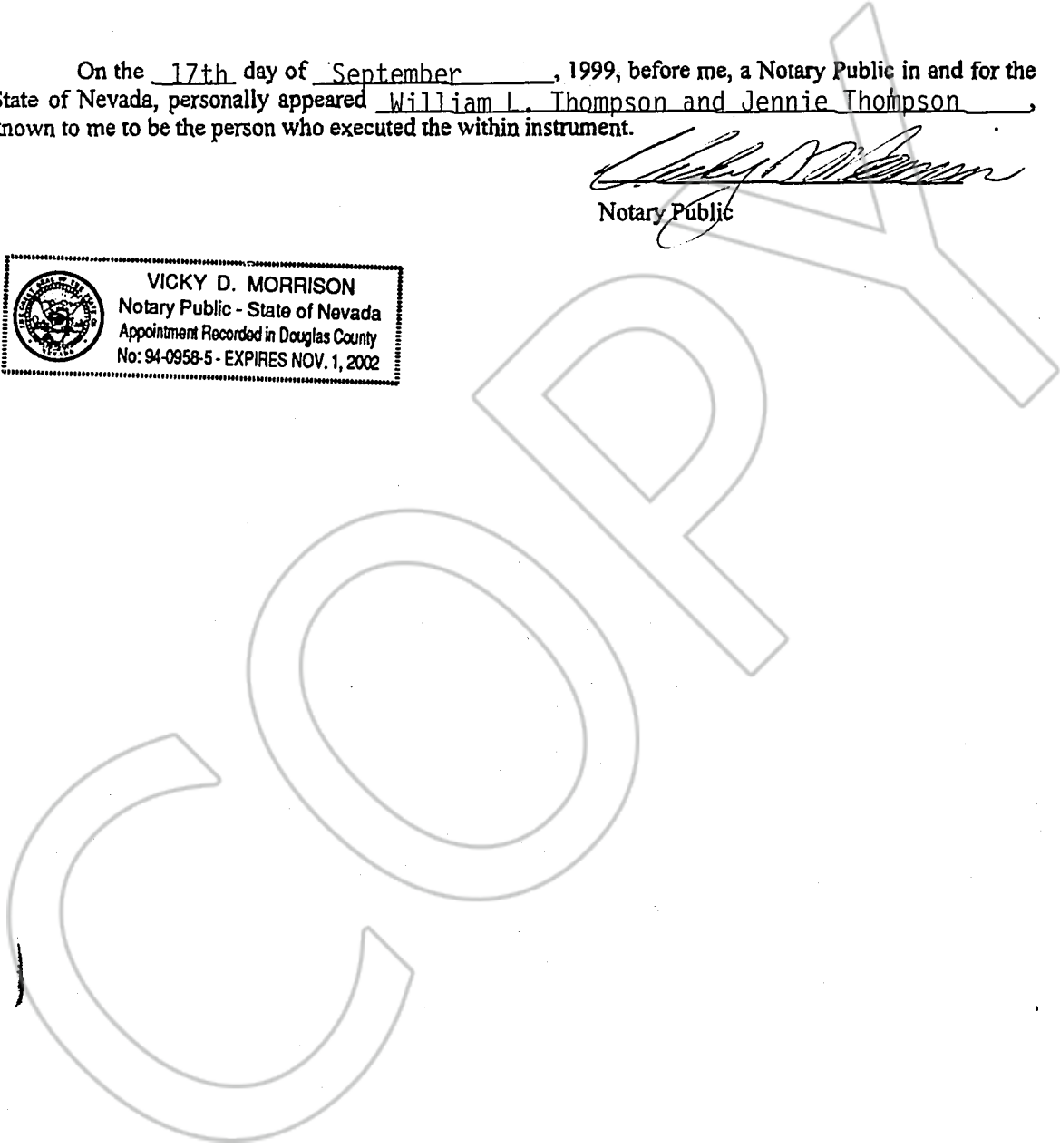
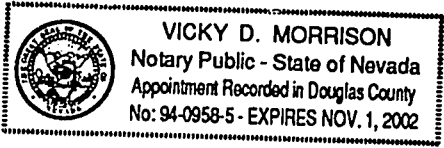
STATE OF NEVADA )

) SS.

COUNTY OF DOUGLAS)

On the 17th day of September, 1999, before me, a Notary Public in and for the State of Nevada, personally appeared William L. Thompson and Jennie Thompson, known to me to be the person who executed the within instrument.

*Vicky D. Morrison*  
Notary Public



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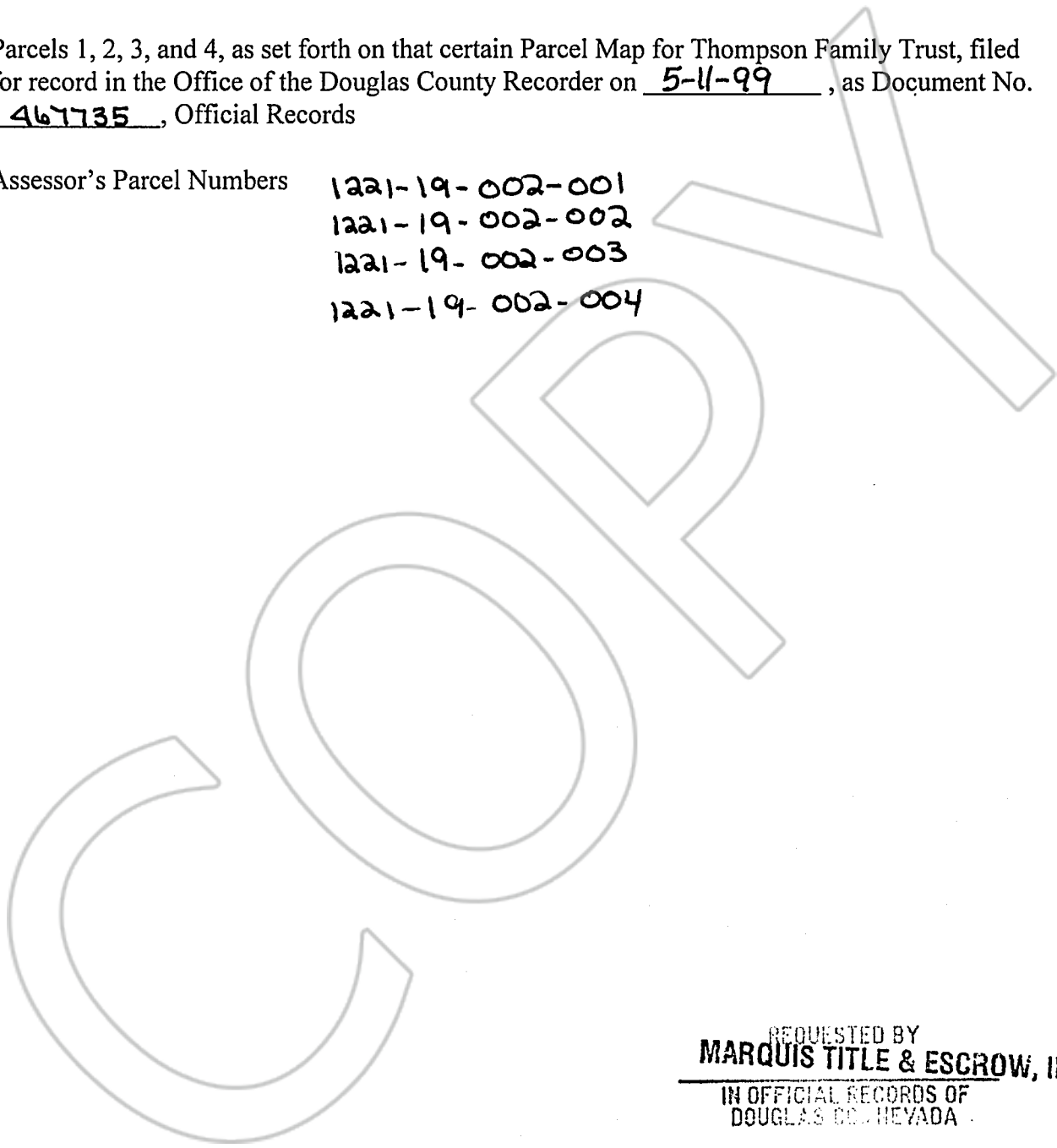
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Parcels 1, 2, 3, and 4, as set forth on that certain Parcel Map for Thompson Family Trust, filed for record in the Office of the Douglas County Recorder on August 10, 1999, as Document No. 476276, Official Records.

Assessor's Parcel Numbers 1221 - 19 - 002 - 019

Parcels 1, 2, 3, and 4, as set forth on that certain Parcel Map for Thompson Family Trust, filed for record in the Office of the Douglas County Recorder on 5-11-99, as Document No. 467735, Official Records

Assessor's Parcel Numbers  
1221-19-002-001  
1221-19-002-002  
1221-19-002-003  
1221-19-002-004



REQUESTED BY  
**MARQUIS TITLE & ESCROW, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

1999 SEP 17 PM 3: 35

LINDA SLATER  
RECORDER

\$ 10.00 PAID *[Signature]* DEPUTY

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