

APN 1318-09-810-101

Recording Requested By  
And When Recorded Mail To:

John H. Finley  
c/o Feldman McLaughlin Thiel LLP  
P.O. Box 1309  
Zephyr Cove, NV 89448



KAREN ELLISON, RECORDER

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**DECLARATION OF RESERVATION OF ENTITLEMENTS  
AND IRREVOCABLE POWER-OF-ATTORNEY**

This Declaration of Reservation of Development Entitlements and Irrevocable Power-of-Attorney ("**Declaration**") is made as of the date of the signature below by JOHN H. FINLEY and JANET M. FINLEY, Trustees of THE FINLEY FAMILY TRUST dated April 27, 2006 ("**Declarant**").

WHEREAS, Declarant is the owner of certain real property located in Douglas County, State of Nevada, commonly known as 642 Job Lane, Marla Bay, Assessor's Parcel No. 1318-09-810-101, and more particularly described in Exhibit A attached hereto and incorporated by reference herein (the "**Property**").

WHEREAS, Declarant has received approval from the Tahoe Regional Planning Agency ("**TRPA**") for demolition of two existing residential structures on the Property and reconstruction of a single-family residence (TRPA File No. ERSP2017-0598) (the "**Project**").

WHEREAS, TRPA has verified a total of three thousand five hundred twelve (3,512) square feet of existing Class 4 land coverage on the Property, along with two (2) residential units of use (TRPA File No. SA20050057).

WHEREAS, the Project is approved to use two thousand six hundred seventy-four (2,674) square feet of Class 4 land coverage and one (1) residential unit of use, and TRPA has verified that, as a result of the Project, eight hundred thirty-eight (838) square feet of Class 4 land coverage and one (1) residential unit of use are banked on the Property.

WHEREAS, Declarant intends to sell the Property and to exclude from the sale, and reserve to Declarant, eight hundred thirty-eight (838) square feet of Class 4 land coverage and one (1) residential unit of use appurtenant to and banked on the Property (the "**Reserved Entitlements**") and to subject the Property and the Project to such reservation which shall be binding upon all parties having or acquiring any right, title, or interest in the Property, or any part thereof, and their heirs, successors, and assigns.

NOW THEREFORE, Declarant hereby declares as follows:

1. Ownership of Reserved Entitlements. Declarant hereby reserves to Declarant all right, title, and interest in the Reserved Entitlements. No right, title, or interest in the Reserved Entitlements shall accrue to any subsequent owner of the Property, or any part thereof (an "**Owner**") merely by virtue of such Owner's ownership of the Property, or any part thereof. Each Owner, by accepting title to the Property subject to this Declaration, acknowledges that Declarant owns all right, title and interest in and to the Reserved Entitlements and that Declarant intends to sell the Reserved Entitlements to third-party purchasers who will transfer the Reserved Entitlements from the Property to a project(s) approved by TRPA in accordance with the TRPA Code of Ordinances. Declarant may bank or continue to bank the Reserved Entitlements on the Property until all are transferred from the Property.

2. Power-of-Attorney. Each Owner, by accepting title to the Property subject to this Declaration, hereby grants to Declarant an irrevocable power-of-attorney for the express purpose of

executing, delivering, and recording any and all documents, including, without limitation, TRPA transfer applications and declarations of covenants, conditions, and restrictions, necessary or convenient to transfer Reserved Entitlements from the Property to a project(s) approved by TRPA.

3. Execution of Documents. Each Owner, in such Owner's capacity as the owner of the Property, agrees, for the benefit of Declarant, and Declarant's successors in interest to all or any portion of the Reserved Entitlements, to timely execute, acknowledge, and deliver such documents, including, without limitation, TRPA transfer applications and deed restrictions, as may be reasonably necessary to seek regulatory approval of the transfer of all or any portion of the Reserved Entitlements from the Property to a project(s) approved by TRPA.

4. Encumbrance. The rights and duties granted in this Declaration shall be senior to any mortgage, deed of trust or other encumbrance placed on the Property after the date this Declaration is recorded. Each Owner agrees not to encumber the Reserved Entitlements or any portion thereof in any manner.

5. Covenant Running with the Land. The rights and restrictions set forth herein shall be deemed covenants running with the land or as equitable servitudes, as the case may be, shall constitute benefits and burdens to the Property, and all parts thereof, and shall be binding on each and every Owner, and their respective assignees, heirs, successors and assigns, and all persons acquiring or owning any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of the date set forth below.

THE FINLEY FAMILY TRUST DATED APRIL 27, 2006

By: John H. Finley  
John H. Finley, Trustee

By: Janet M. Finley  
Janet M. Finley, Trustee

[Acknowledgments Follow]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Mateo }

On May 23, 2018 before me, Christopher Haw, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared John H. Finley & Janet M. Finley  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Declaration of Reservation of Entitlements and Irrevocable Power of Attorney  
Document Date: May 23, 2018 Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John H. Finley  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: Janet M. Finley  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

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

**A portion of Lots 27, 34 and 35 in Block G, Amended Map of Subdivision No. 2 of Zephyr Cove Properties, Inc., Marla Bay Subdivision, filed in the Office of the Douglas County Recorder, on August 5, 1929, described as follows:**

**Beginning at a point on the Easterly line of Lot 34, Block G, which point of beginning is 46 feet, south of the Northeast corner of said Lot 34; thence continuing South 29.19 feet to the Southeast corner of Lot 34; thence continuing along the Easterly line of Lot 35, 23.91 feet; thence Westerly along a varying line 100.87 feet to a point on the Westerly boundary of Lot 35, such point being 8 feet South of the Southwest corner of Lot 34; thence North 8 feet to said corner; thence West 10 feet to a point on the Southerly boundary of Lot 27, Block G; thence North 41 feet, parallel to the Easterly line of Lot 27; thence Easterly in a varying line, 114.28 feet across Lots 27 and 34 to the Point of Beginning.**

**NOTE: The above legal description appeared previously in that certain document recorded June 16, 2009, in Book 609, Page 4672, as Document No. 745221, of Official Records.**

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**End of Report**