

MODIFICATION AND EXTENSION OF COVENANTS

SNUG HARBOR PROPERTIES

LAKE TAHOE, DOUGLAS COUNTY, NEVADA

The undersigned, being the owner of one of the seven parcels of land subdivided by Paul Diggle from a parcel conveyed to him by deed recorded in the office of the Recorder of Douglas County, Nevada, on June 13, 1955, in Book B-1 of Deeds, at page 362, each of said parcels having been conveyed by Paul Diggle, subject to covenants and restrictions which provided in part as follows:

"Restrictions as set forth herein shall be effective until January 1st, 1975, at the expiration of which time the owners of the land in the Snug Harbor Tract may renew or alter said restrictions by a majority vote to conform to changing conditions."

hereby agrees with other owners of said seven parcels to amend and modify said covenants and restrictions in the following particulars:

Paragraph 1 of said covenants and restrictions is amended to read as follows:

1. For the purpose of the development of SNUG HARBOR as a whole, and for the protection of each and every individual parcel holder, and parcel, GENE R. GUNDELL, M. J. CROVO and JOHN R. BEJARANO are hereby named as members of a committee hereinafter referred to as "said Committee". The duties of the Committee shall be to examine all exterior plans for the construction, remodeling, repainting and repair of dwellings within the SNUG HARBOR TRACT, and to approve or disapprove the same in order to maintain the harmony thereof with the surroundings, and to protect all parcel owners in the enjoyment of their respective parcels.

The Committee shall have the right to enforce the covenants and restrictions contained herein, and each owner of a lot or parcel within the SNUG HARBOR TRACT shall likewise have the power to enforce the covenants and restrictions contained herein.

GENE R. GUNDELL shall be Chairman of said Committee. Upon his resignation as Chairman the members of the Committee shall select a Chairman from the Committee members. In the event of the death or resignation of any member of said Committee, the remaining members shall have the power to appoint a new member, and the membership of said Committee may be changed at any time by an instrument or instruments in writing signed by a majority of the owners of the parcels within the tract.

Paragraph 3 of said covenants and restrictions is amended to read as follows:

3. Restrictions as set forth herein shall continue in force and effect until the same shall be amended, altered, or terminated by a majority of the owners of parcels within the SNUG HARBOR TRACT.

Paragraph 4 of said covenants and restrictions is amended to read as follows:

4. No parcel or lot within the SNUG HARBOR TRACT shall be divided into parcels or lots of lesser area than originally divided and conveyed, nor shall title to any portion of a parcel or lot less than the whole thereof be mortgaged, otherwise encumbered, transferred or conveyed.

Paragraph 5 of said covenants and restrictions is amended to read as follows:

5. All construction shall be of new materials. No buildings erected elsewhere may ever be moved or placed upon said parcels. Before construction of any kind, including fences, may be started, exterior plans and elevations showing complete details shall be submitted to said Committee in duplicate for their approval. If acceptable, the submitter and the Committee shall both sign each set of plans and one set will be retained by the Committee. The signatures of any two members of the Committee shall be sufficient to constitute approval by said Committee.

This instrument shall become effective when recorded in the office of the Recorder of Douglas County, Nevada, together with similar instruments executed by persons constituting owners of a majority of the parcels of land within the SNUG HARBOR TRACT.

In all other respects the covenants and restrictions as originally written shall remain unchanged.

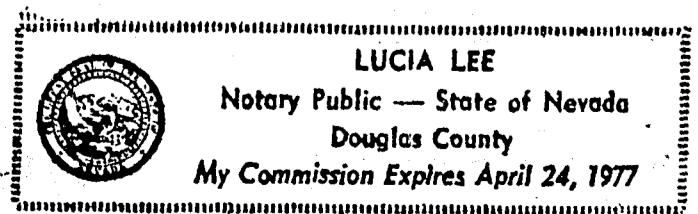
IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 20 day of DECEMBER 1974.

Angela E. Noble
Larry J. Noble

STATE OF Nevada
SS
County of Douglas

On this 20 day of December 1974, personally appeared before me, a Notary Public, Angela E. Noble and LARRY J. NOBLE, known to me to be the persons described in and who acknowledged to me that they executed the foregoing instrument.

Lucia Lee
Notary Public



77093

COPY

Recorded at Request of SIERRA LAND TITLE CORP.
On DEC 24 1974 At 10 Min. Past 4 P M
Official Records of Douglas County, Nevada, Fee \$2.00

Patricia J. Stanley, Recorder. By Cheryl Foggia
DEPUTY

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