

RECORDED AT THE REQUEST OF AND
WHEN RECORDED MAIL TO:
BREUER-HARRISON, INC.,
a California corporation
P. O. Box 1976 (R&T-DKW)
Santa Ana, California 92702

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS

THIS DECLARATION is made this 6th day of August,
1979, by BREUER-HARRISON, INC., a California corporation
(hereinafter referred to as Declarant).

R E C I T A L S:

THIS DECLARATION is made with reference to the follow-
ing facts:

A. Declarant is the owner of certain real property situated in the City of Minden, County of Douglas, State of Nevada, which real property is legally described on Page 1 of Exhibit "A" attached hereto and by this reference made a part hereof, and is shown outlined with heavy black lines on the Plot Plan attached hereto as Exhibit B and by this reference made a part hereof (said Plot Plan is referred to herein as the Plot Plan). The said real property so described and shown is hereinafter referred to as "the Center." Declarant intends (without being obligated so to do) to develop the Center as an integrated commercial center as tentatively shown on the Plot Plan.

B. The Center has been or will be divided into two parcels substantially as shown and numbered on the Parcel Map attached hereto as Page 2 of Exhibit "A" and by this reference incorporated herein and made a part hereof (the "Parcel Map" herein). Said parcels conform to and are legally described by reference to the Parcel Map filed for record either prior to or concurrently with the filing for record of this Declaration.

C. Declarant intends to sell one parcel to Warehouse Markets, Inc., a Nevada corporation ("Warehouse"), which portion is legally described on Exhibit "C" (the "Warehouse Parcel") and to retain the second parcel (the "Declarant's Parcel").

D. Declarant desires to subject the Center to the covenants, conditions, restrictions and easements herein

contained for the benefit of the Center and each and every part thereof and for the benefit of present and future owners thereof and their tenants and subtenants.

NOW, THEREFORE, Declarant hereby declares that the Center is and shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, conveyed or transferred, in whole or in part, subject to the covenants, conditions, restrictions and easements provided for herein.

1. Definitions:

1.1 The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Establishment of Easements.

1.2 The term "Restrictions" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements and servitudes imposed by or expressed in this Declaration.

1.3 The term "Mortgage" shall include a deed of trust as well as a mortgage.

1.4 The term "Mortgagee" shall include a beneficiary or holder of a deed of trust as well as a mortgagee.

1.5 The term "Mortgagor" shall include a trustor of a deed of trust as well as a mortgagor.

1.6 The term "long-term leasehold estate" shall mean a leasehold estate created by a lease having an original term of twenty (20) years or longer.

2. Nature and Purpose of Restrictions:

The Restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Center to enhance the value, desirability, and attractiveness thereof, and to provide in general for a high-type and quality commercial center in accordance with a general plan therefor. These Restrictions shall be imposed upon Declarant and upon all subsequent owners of the Center or any part thereof or any interest therein, including without limitation any interest held by tenants or subtenants of any such owners. These Restrictions are hereby declared to be for the benefit of all of the Center and each and every part thereof, and shall be a

burden upon and a benefit to not only Declarant, but also Declarant's heirs, personal representatives, successors and assigns as to all and every portion of the Center and as to any interest therein, including without limitation any such interest held by Tenants of such persons and their sub-tenants. All of the Restrictions herein contained are intended as and are hereby declared to be covenants running with said real property and/or equitable servitudes imposed upon said real property and every portion thereof, as the case may be.

3. Building Areas:

The Plot Plan tentatively depicts the Center as is presently contemplated together with future building areas. The areas wherein buildings are intended to be constructed are shown on the Plot Plan and are referred to herein as the building areas, although Declarant reserves the right to change the location of the buildings on Declarant's Parcel but only so long as reasonable access across Declarant's Parcel is available to Warehouse's Parcel. The construction, establishment and maintenance of the buildings within the Center shall be confined within the lines of the building areas, except as modified pursuant to paragraph 5 below.

4. Common Areas:

4.1 Definition:

All areas within the Center tentatively shown on the Plot Plan, excepting the building areas and excepting areas, if any, specifically shown and marked as being for the exclusive use of the owner and/or tenant of a particular parcel within the Center, are and shall be the Parking and Common Areas and are referred to herein as the Common Areas.

4.2 Use of Common Areas:

The Common Areas shall be used for the following purposes only:

(a) The parking of passenger vehicles and the movements of pedestrian and vehicular traffic.

(b) The ingress, egress and travel of any of those persons and/or entities in whose favor any of the easements provided for in this Declaration run, and vehicles thereof, to any and from any portion

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of the Common Area and the public streets adjacent to the Common Area by way of authorized curb cuts as shown on the Plot Plan or any permitted modification thereof.

(c) The installation, maintenance and operation within the confines of the Common Area of public utility services serving the building areas and the Common Areas, together with and including vaults, manholes, meters, pipe-lines, valves, hydrants, sprinkler controls, conduits and related facilities, together with drainage and sewage facilities, all of which shall be below the finish grade surface, except as otherwise reasonably required in accordance with sound engineering practices and reasonable commercial development standards.

(d) The movement of pedestrians and passenger vehicles between commercial establishments located or to be located within the building areas of the Center.

(e) The comfort and convenience of customers, visitors, invitees, licensees, patrons and occupants of commercial establishments located or to be located upon the building areas within the Center, or any portion thereof by such minor convenience facilities as, for example, mail boxes, public telephones and benches.

(f) The construction, maintenance, repair, replacement, rearrangement and construction of parking sites or stalls, sidewalks, ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic islands and traffic and parking lighting facilities.

(g) The construction, maintenance, repair, replacement and reconstruction of any wall or landscaped area, including planters, planting boxes, edgers and sprinklers and valves, all as may be required by appropriate governmental authority or as may be established by the fee owners of the parcels subject to the provisions of this Declaration.

(h) The ingress and egress of delivery and service trucks and vehicles to and from the building areas within the Center or any portion thereof, and the public streets adjacent to the Center through authorized curb cuts as shown on the Plot Plan or any authorized modification thereof, for the delivery of goods, wares, merchandise, furniture, fixtures,

supplies and equipment, and the rendition of services to the owners, Lessees, sublessees and licensees of any portion of the Center, but only during the time which such interest is held.

(i) A temporary parking or standing of trucks, tractors, trailers or other delivery vehicles used in connection with any of the activities described in paragraph 4.2(h).

(j) The opening onto the Common Area of doors of contiguous building area which open outward, subject to requirements of governmental authority.

(k) The installation, repair, replacement and maintenance of minor encroachments onto the Common Areas of the nature hereinafter described, provided that the owner of the parcel upon which such encroachment occurs shall have consented thereto:

- (i) building footings and foundations;
- (ii) building canopies and canopy support columns;
- (iii) pilasters or other building columns or pillars; and
- (iv) minor encroachments by other building parts which arise by reason of settling or lateral movement of the building or minor construction or engineering errors.

The term "minor" as used herein shall be determined on a reasonable case-by-case basis, but in no event shall be deemed to cover an encroachment into the Common Areas in excess of five (5) feet.

(l) The temporary (including erection of ladders, scaffolding, and store front barricades) during periods of construction, remodelling, or repair, and ingress and egress for vehicles transporting construction materials and equipment and use thereof by construction equipment.

(m) The construction, maintenance, repair, replacement and reconstruction of such signs and sign pylons as may be permitted by law and approved by fee owners of the parcels within the Center subject to the provisions and limitations set forth in this Declaration.

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All of the uses permitted within the Common Areas shall be undertaken with reason and judgment so as not to unreasonably interfere with the primary use of said Common Areas, which is to provide parking for business establishments located within the Center, and vehicular and pedestrian access between such business establishments and adjacent public streets (by way of authorized curb cuts), for fee owners of the parcels within the Center and their tenants and subtenants and their respective employees, agents, contractors, customers, guests, invitees, licensees, and concessionaires.

4.3 Maintenance of Common Areas.

4.3.1 Declarant, so long as it owns any interest in the Declarant's Parcel and thereafter its successors in interest, shall assume the role of maintenance director and shall maintain and repair the entire Common Area, except loading docks and utility vaults for the Warehouse's building, which shall be the responsibility of Warehouse. The obligation of the Declarant to maintain said Common Area in good condition and repair shall, without limiting the generality hereof, include the following:

(a) Maintaining and repairing the surfaces of the parking areas in a level, smooth and evenly-covered condition with the type of surfacing originally installed as shall in all respects be equal in quality, use and durability;

(b) Removing all papers, debris, filth and refuse and washing or thoroughly sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean and orderly condition;

(c) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines; and operating, keeping in repair and replacing when necessary, such artificial lighting facilities as shall be reasonably required;

(d) Maintaining any perimeter walls to the Center in a good condition and state of repair;

(e) Maintaining all landscaped areas (except decorative landscaping appurtenant to free standing buildings), making such replacement of shrubs and other landscaping as is necessary, and keeping said areas at all times adequately weeded, watered and fertilized; and

(f) Providing security service for the entire property if the Declarant deems such necessary or desirable.

4.3.2 As part of said operation, the Declarant shall obtain and maintain general public liability insurance insuring and naming the Warehouse as an additional insured, and all persons who now or hereafter own or hold portions of the entire property or any leasehold estate or other interest therein as their respective interests may appear, provided the Declarant is notified in writing of such interest, against claims for personal injury, death or property damage occurring in, upon or about the Common Area; such insurance shall be written with a reputable insurance carrier licensed to do business in the State of Nevada. The limits of liability of all such insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit for personal injury and property damage and such limits may be increased at the discretion of the Declarant to levels therefor carried by similar businesses in the area in which the entire property is located.

4.3.3 Declarant shall expend only the monies necessary for such operation and maintenance in order to keep the Common area in good repair and clean condition as provided for herein to the end that the expense in connection therewith will be kept at a minimum. Warehouse, its successors and assigns shall quarterly pay to the Declarant its pro rata share of the cost of such maintenance and operation (which shall include a management fee of ten percent (10%) of the cost enumerated in Section 4.3.1 hereof). Buyer's prorata share shall be forty-four percent (~~44%~~). (48.76%). *eight and 76/100* *EWB* *2/16*

4.3.4 In the event any owner fails or refuses at any time to pay his or its share of any of these costs when due, then, within ten (10) days after written demand, legal action may be instituted against the defaulting party for reimbursement, plus interest at the annual rate of ten percent (10%) interest computed annually from ten (10) days after such written demand.

4.3.5 Any person or persons owning or holding any portion of the entire property may prosecute any proceedings at law or in equity against any person violating, or attempting to violate, any of the covenants, conditions and restrictions herein contained and either prevent it, him or them from so doing and to recover damages from or

on account of such violation. In such event the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred.

4.3.6 The Declarant may from time to time, but is not obligated to do so, enact reasonable rules and regulations for the orderly and proper operation of the Common Area; such rules shall take into consideration the occupants of the Center and may include but not be limited to the following:

and (a) The regulation of employee parking;

(b) The regulation of the removal, storage, disposal of refuse and other rubbish at the sole cost and expense of the fee owner or tenant of the property involved therein.

4.3.7 If the Declarant fails to perform any of its obligations set forth above with respect to the maintenance and operation of the Common Area, Warehouse may after thirty (30) days' written notice to the Declarant stating the nature of such default, assume the duties, obligations, rights and remedies of the Declarant as are provided for herein with respect to the Warehouse Parcel only.

4.4 Establishment of Non-Exclusive Reciprocal Easements:

Declarant, for himself and for those persons and entities hereinafter described in this paragraph 4.4, does hereby establish the following non-exclusive reciprocal rights and easements within the Center:

Each parcel within the Center shall have appurtenant thereto reciprocal non-exclusive rights and easements for vehicle parking, for pedestrian and vehicular ingress, egress and travel, and for such other purposes and the doing of such other things as may be provided for, authorized and/or permitted in this Declaration, over, across, upon, in, under and through the Common Areas of each and every parcel within the Center (as such Common Areas are from time to time constituted); such reciprocal non-exclusive rights and easements shall be for the benefit and enjoyment of the fee owners of the respective parcels, and their respective tenants, subtenants and licensees, and

their respective employees, agents, contractors, customers and invitees.

4.5 Reservations of Rights and Easements:

Nothing to the contrary withstanding in this Declaration or in any conveyance of a parcel or other interest in real property located within the Center, the following rights and easements are expressly reserved hereunder in favor of Declarant and those others specified below as to any of the parcels within the Center, together with the right to convey and grant same to those persons and entities to the extent set forth below:

(a) Reserving unto Declarant, its heirs, personal representatives, grantees, successors and assigns, together with the right to grant and convey same by lease, deed or other instrument to said heirs, personal representatives, grantees, successors and assigns and to their respective tenants, subtenants and licensees, and their respective employees, agents, contractors, customers and invitees, reciprocal non-exclusive easements, appurtenant to all parcels located within the Center for vehicle parking, for pedestrian and vehicular ingress, egress and travel, and for such other purposes and the doing of such other things as may be provided for, authorized and/or permitted in this Declaration, over, across, upon, in, under and through the Common Areas within the Center.

(b) Reserving unto Declaration, its heirs, personal representatives, grantees, successors and assigns, together with the right to grant, by lease, deed or other instrument, the same to public and private utilities and others as reasonably appropriate, exclusive and/or non-exclusive easements over, across, in, upon, under and through the Common Areas within the Center, for installation, operation, flow and passage, use and maintenance, repair, relocation, reconstruction and removal of utilities, flood control and drainage facilities, including without limitation, sewers, storm drains, water and gas mains, electrical power lines, telephone lines and other utility lines; all of such sewers, mains, lines and other facilities to be beneath finish grade surface, except as otherwise reasonably required in accordance with sound engineering practice and reasonable commercial development standards.

All of the easements reserved and/or granted pursuant to the provisions of paragraph 4.5(b) above, shall be located, constructed, used, repaired, maintained, operated, re-located, reconstructed and removed in such a manner so as not to unreasonably interfere under the circumstances with the intended primary Common Area uses.

4.6 No Walls, Fences or Barriers.

No walls, fences or barriers shall be constructed or erected in the Center which would prevent or impair the use or exercise of the foregoing easements or the free access of pedestrians and vehicular traffic between the various parcels; provided, however, that curb stops, or such other reasonable traffic controls as may be necessary to guide and control the ordinary flow of traffic may be installed so long as access driveways are not closed or blocked.

4.7 Reservations and Conveyance by Reference:

The rights and easements provided for in Sections 4.4 and 4.5 hereof shall be deemed reserved and/or granted by specific reference thereto and any conveyance (deed, lease or otherwise) by Declarant, his heirs, personal representatives, successors and assigns, of any parcel within the Center.

5. Modification of Building Areas, Common Areas and Exclusive Use Areas (If Any):

5.1 General:

The configuration and physical arrangement of the Center, except with respect to Declarant's Parcel, and the nature and extent of the Common Area improvements within the Center, except with respect to the Common Area improvements on the Declarant's Parcel, shall be maintained in substantial conformance with the Plot Plan.

5.2 Modification by Fee Owners and Limitations:

5.2.1 Subject to paragraph 5.2.2, the then current fee owners of all parcels within the Center may at any time and from time to time, make changes to the size, shape and location of the building areas, Common Areas, and exclusive use areas (if any) situated within the Center and/or contemplated on the then current Plot Plan, and to

the size, shape, location, number and extent of the improvements located or to be located within the Center and/or contemplated on the then current Plot Plan.

5.2.2 Notwithstanding the provisions of this paragraph 5.2, until such time as all buildings which are to be built on the Declarant's Parcel have been built, Declarant may unilaterally make changes to the size, shape and location of the building areas and Common Area on the Plot Plan as applied to Declarant's Parcel and to the size, shape, location, number and extent of improvements located on Declarant's Parcel. Declarant shall in addition advise Warehouse as to any such changes prior to such changes being made.

5.3 Amendment of Plot Plan:

Any modification which the fee owners of all parcels within the Center desire to make with respect to the Center pursuant to paragraph 5.2 above and which can be reasonably reflected upon an amended Plot Plan, shall only become effective upon the recordation of a written instrument executed by all the fee owners of all parcels within the Center if the modification is made pursuant to paragraph 5.2.1 or by Declarant if the modification is made pursuant to paragraph 5.2.2 providing for the amendment of the Plot Plan to appropriately reflect any change which is being made with respect to the Center. Any such instrument shall contain the following information:

(a) A reference to this Declaration to include information pertaining to the original recording of the Declaration;

(b) The legal description of the Center;

(c) A statement under penalty of perjury executed by either the owners of all of the parcels within the Center or by Declarant, as appropriate, that all conditions precedent to the effectiveness of such amendment will have been duly satisfied with the recordation of such amendment instrument.

6. Realty Taxes and Assessments:

All general and special real property taxes and assessments levied by public authority relating to any portion of the Center and improvements thereon or the ownership thereof shall be paid or caused to be paid prior to delinquency, by the respective fee owners of each of the

parcels; provided that nothing contained in this paragraph 6 shall be construed as prohibiting any fee owner from requiring its tenants or subtenants to pay all or any portion thereof or to reimburse such fee owner for all or any portion thereof.

7. Parking Ratio:

The owners of all or any portion of the Center shall maintain, within each Parcel, a ratio of at least _____ parking spaces (for standard size American automobiles) for each one thousand (1,000) square feet of gross floor area of each building located on each Parcel; provided, however, that such ratio may be reduced in the event of condemnation.

8. Miscellaneous Provisions:

8.1 Enforcement:

A breach of any of the covenants herein contained may be enjoined, abated or remedied by appropriate legal proceedings maintained by the fee owners of any of the parcels or any Lessees, sublessees or licensees of any portion of the Center or by the respective successors in interest or assigns thereof.

8.2 Mortgage Protection:

Breach of any of the Restrictions contained in this Declaration shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Center or any part thereof or interest therein; but all of the Restrictions contained herein shall be binding and effective against any owner of the Center or any portion thereof or any interest therein whose title thereto is acquired by foreclosure, trustee's sale or otherwise. No purported modification, amendment and/or termination of this Declaration (except for modifications and amendments contemplated and authorized pursuant to the provisions of paragraph 5 hereof), shall be binding upon or effect the rights of any mortgagee holding a first mortgage upon the Center or any portion thereof that is recorded in the office of the Douglas County Recorder prior to the date any such modification, amendment or termination is recorded in such office, without the prior written consent of such mortgagee.

8.3 Severability:

Invalidation of any one of the covenants, conditions, easements, restrictions, or other provisions herein contained by judgment or court order shall in no way effect any of the other covenants, conditions, easements, restrictions or provisions hereto and the same shall remain in full force and effect.

8.4 Attorneys' Fees:

In the event any action is brought to enforce the provisions of this Agreement or for breach thereof the prevailing party shall be entitled to its reasonable attorneys' fees and court costs.

8.5 Term:

This Declaration and each of the Restrictions shall be for a term ending on the date that is fifty-five (55) years from and after the date this Declaration is recorded, after which time the term shall be automatically extended for successive periods of ten (10) years each, unless terminated effective at the end of the original term or at the end of any extension period by written instrument executed by the fee owners of at least a majority of the land area measured in square feet located within the Center, which written instrument shall have been recorded in the Douglas County Recorder's Office prior to its effective date.

Except as otherwise herein specifically provided, this Declaration may be terminated, supplemented and/or amended by the written agreement of the fee owners of seventy-five percent (75%) of the land area measured in square feet located within the Center, together with the written approval of all record owners of long-term leasehold estates covering any portion of the Center, which written agreement shall be effective upon its execution by all required signatories thereto, and its recordation in the office of the County Recorder, Douglas County, Nevada.

8.6 No Merger:

The ownership of the entire Center by the same party shall not effect a termination of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

BREUER-HARRISON, INC.,
a California corporation

By Casper J. Brewer

Its President

By William M. Harrison

Its Secretary

CASPER J BREUER

WILLIAM M HARRISON

All that property shown on the Annexation Map for a portion of the Southeast 1/4, Section 20, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, Document No. 36511, Book 979, Page 792, Official Records of Douglas County, Nevada: EXCEPTING THEREFROM a 0.686 acre parcel of land sold to McDonalds Corporation on April 20, 1983, described in Document No. 67326, Book 482, Page 1818, Official Records of Douglas County, Nevada; and EXCEPTING THEREFROM a 3.673 acre parcel of land sold to Warehouse Markets, Inc., on December 19, 1979, described in Document No. 39833, Book 1279, Page 1192, Official Records of Douglas County, Nevada. Said parcel contains 5.061 acres of land, more or less.

A. 3.673 acre parcel of land sold to Warehouse Markets, Inc. on December 19, 1979, and described in Document No. 39833, Book 1279, Page 1192, Official Records of Douglas County, Nevada.

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COPY

REQUESTED BY

Monica Realty Inc

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$20.00 ad

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SUZANNE BEAUDREAU
RECORDER.

Betty Hendon
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BREUER-HARRISON, INC.,
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P. O. Box 1976 (R&T-DKW)
Santa Ana, California 92702

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- (ii) building canopies and canopy support columns;
- (iii) pilasters or other building columns or pillars; and
- (iv) minor encroachments by other building parts which arise by reason of settling or lateral movement of the building or minor construction or engineering errors.

The term "minor" as used herein shall be determined on a reasonable case-by-case basis, but in no event shall be deemed to cover an encroachment into the Common Areas in excess of five (5) feet.

(l) The temporary (including erection of ladders, scaffolding, and store front barricades) during periods of construction, remodelling, or repair, and ingress and egress for vehicles transporting construction materials and equipment and use thereof by construction equipment.

(m) The construction, maintenance, repair, replacement and reconstruction of such signs and sign pylons as may be permitted by law and approved by fee owners of the parcels within the Center subject to the provisions and limitations set forth in this Declaration.

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All of the uses permitted within the Common Areas shall be undertaken with reason and judgment so as not to unreasonably interfere with the primary use of said Common Areas, which is to provide parking for business establishments located within the Center, and vehicular and pedestrian access between such business establishments and adjacent public streets (by way of authorized curb cuts), for fee owners of the parcels within the Center and their tenants and subtenants and their respective employees, agents, contractors, customers, guests, invitees, licensees, and concessionaires.

4.3 Maintenance of Common Areas.

4.3.1 Declarant, so long as it owns any interest in the Declarant's Parcel and thereafter its successors in interest, shall assume the role of maintenance director and shall maintain and repair the entire Common Area, except loading docks and utility vaults for the Warehouse's building, which shall be the responsibility of Warehouse. The obligation of the Declarant to maintain said Common Area in good condition and repair shall, without limiting the generality hereof, include the following:

(a) Maintaining and repairing the surfaces of the parking areas in a level, smooth and evenly-covered condition with the type of surfacing originally installed as shall in all respects be equal in quality, use and durability;

(b) Removing all papers, debris, filth and refuse and washing or thoroughly sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean and orderly condition;

(c) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines; and operating, keeping in repair and replacing when necessary, such artificial lighting facilities as shall be reasonably required;

(d) Maintaining any perimeter walls to the Center in a good condition and state of repair;

(e) Maintaining all landscaped areas (except decorative landscaping appurtenant to free standing buildings), making such replacement of shrubs and other landscaping as is necessary, and keeping said areas at all times adequately weeded, watered and fertilized; and

(f) Providing security service for the entire property if the Declarant deems such necessary or desirable.

4.3.2 As part of said operation, the Declarant shall obtain and maintain general public liability insurance insuring and naming the Warehouse as an additional insured, and all persons who now or hereafter own or hold portions of the entire property or any leasehold estate or other interest therein as their respective interests may appear, provided the Declarant is notified in writing of such interest, against claims for personal injury, death or property damage occurring in, upon or about the Common Area; such insurance shall be written with a reputable insurance carrier licensed to do business in the State of Nevada. The limits of liability of all such insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit for personal injury and property damage and such limits may be increased at the discretion of the Declarant to levels therefor carried by similar businesses in the area in which the entire property is located.

4.3.3 Declarant shall expend only the monies necessary for such operation and maintenance in order to keep the Common area in good repair and clean condition as provided for herein to the end that the expense in connection therewith will be kept at a minimum. Warehouse, its successors and assigns shall quarterly pay to the Declarant its pro rata share of the cost of such maintenance and operation (which shall include a management fee of ten percent (10%) of the cost enumerated in Section 4.3.1 hereof). Buyer's prorata share shall be forty-four percent (44%). (48.76%) *eight and 76/100*

4.3.4 In the event any owner fails or refuses at any time to pay his or its share of any of these costs when due, then, within ten (10) days after written demand, legal action may be instituted against the defaulting party for reimbursement, plus interest at the annual rate of ten percent (10%) interest computed annually from ten (10) days after such written demand.

4.3.5 Any person or persons owning or holding any portion of the entire property may prosecute any proceedings at law or in equity against any person violating, or attempting to violate, any of the covenants, conditions and restrictions herein contained and either prevent it, him or them from so doing and to recover damages from or

on account of such violation. In such event the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred.

4.3.6 The Declarant may from time to time, but is not obligated to do so, enact reasonable rules and regulations for the orderly and proper operation of the Common Area; such rules shall take into consideration the occupants of the Center and may include but not be limited to the following:

and (a) The regulation of employee parking;

(b) The regulation of the removal, storage, disposal of refuse and other rubbish at the sole cost and expense of the fee owner or tenant of the property involved therein.

4.3.7 If the Declarant fails to perform any of its obligations set forth above with respect to the maintenance and operation of the Common Area, Warehouse may after thirty (30) days' written notice to the Declarant stating the nature of such default, assume the duties, obligations, rights and remedies of the Declarant as are provided for herein with respect to the Warehouse Parcel only.

4.4 Establishment of Non-Exclusive Reciprocal Easements:

Declarant, for himself and for those persons and entities hereinafter described in this paragraph 4.4, does hereby establish the following non-exclusive reciprocal rights and easements within the Center:

Each parcel within the Center shall have appurtenant thereto reciprocal non-exclusive rights and easements for vehicle parking, for pedestrian and vehicular ingress, egress and travel, and for such other purposes and the doing of such other things as may be provided for, authorized and/or permitted in this Declaration, over, across, upon, in, under and through the Common Areas of each and every parcel within the Center (as such Common Areas are from time to time constituted); such reciprocal non-exclusive rights and easements shall be for the benefit and enjoyment of the fee owners of the respective parcels, and their respective tenants, subtenants and licensees, and

their respective employees, agents, contractors, customers and invitees.

4.5 Reservations of Rights and Easements:

Nothing to the contrary withstanding in this Declaration or in any conveyance of a parcel or other interest in real property located within the Center, the following rights and easements are expressly reserved hereunder in favor of Declarant and those others specified below as to any of the parcels within the Center, together with the right to convey and grant same to those persons and entities to the extent set forth below:

(a) Reserving unto Declarant, its heirs, personal representatives, grantees, successors and assigns, together with the right to grant and convey same by lease, deed or other instrument to said heirs, personal representatives, grantees, successors and assigns and to their respective tenants, subtenants and licensees, and their respective employees, agents, contractors, customers and invitees, reciprocal non-exclusive easements, appurtenant to all parcels located within the Center for vehicle parking, for pedestrian and vehicular ingress, egress and travel, and for such other purposes and the doing of such other things as may be provided for, authorized and/or permitted in this Declaration, over, across, upon, in, under and through the Common Areas within the Center.

(b) Reserving unto Declaration, its heirs, personal representatives, grantees, successors and assigns, together with the right to grant, by lease, deed or other instrument, the same to public and private utilities and others as reasonably appropriate, exclusive and/or non-exclusive easements over, across, in, upon, under and through the Common Areas within the Center, for installation, operation, flow and passage, use and maintenance, repair, relocation, reconstruction and removal of utilities, flood control and drainage facilities, including without limitation, sewers, storm drains, water and gas mains, electrical power lines, telephone lines and other utility lines; all of such sewers, mains, lines and other facilities to be beneath finish grade surface, except as otherwise reasonably required in accordance with sound engineering practice and reasonable commercial development standards.

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All of the easements reserved and/or granted pursuant to the provisions of paragraph 4.5(b) above, shall be located, constructed, used, repaired, maintained, operated, re-located, reconstructed and removed in such a manner so as not to unreasonably interfere under the circumstances with the intended primary Common Area uses.

4.6 No Walls, Fences or Barriers.

No walls, fences or barriers shall be constructed or erected in the Center which would prevent or impair the use or exercise of the foregoing easements or the free access of pedestrians and vehicular traffic between the various parcels; provided, however, that curb stops, or such other reasonable traffic controls as may be necessary to guide and control the ordinary flow of traffic may be installed so long as access driveways are not closed or blocked.

4.7 Reservations and Conveyance by Reference:

The rights and easements provided for in Sections 4.4 and 4.5 hereof shall be deemed reserved and/or granted by specific reference thereto and any conveyance (deed, lease or otherwise) by Declarant, his heirs, personal representatives, successors and assigns, of any parcel within the Center.

5. Modification of Building Areas, Common Areas and Exclusive Use Areas (If Any):

5.1 General:

The configuration and physical arrangement of the Center, except with respect to Declarant's Parcel, and the nature and extent of the Common Area improvements within the Center, except with respect to the Common Area improvements on the Declarant's Parcel, shall be maintained in substantial conformance with the Plot Plan.

5.2 Modification by Fee Owners and Limitations:

5.2.1 Subject to paragraph 5.2.2, the then current fee owners of all parcels within the Center may at any time and from time to time, make changes to the size, shape and location of the building areas, Common Areas, and exclusive use areas (if any) situated within the Center and/or contemplated on the then current Plot Plan, and to

the size, shape, location, number and extent of the improvements located or to be located within the Center and/or contemplated on the then current Plot Plan.

5.2.2 Notwithstanding the provisions of this paragraph 5.2, until such time as all buildings which are to be built on the Declarant's Parcel have been built, Declarant may unilaterally make changes to the size, shape and location of the building areas and Common Area on the Plot Plan as applied to Declarant's Parcel and to the size, shape, location, number and extent of improvements located on Declarant's Parcel. Declarant shall in addition advise Warehouse as to any such changes prior to such changes being made.

5.3 Amendment of Plot Plan:

Any modification which the fee owners of all parcels within the Center desire to make with respect to the Center pursuant to paragraph 5.2 above and which can be reasonably reflected upon an amended Plot Plan, shall only become effective upon the recordation of a written instrument executed by all the fee owners of all parcels within the Center if the modification is made pursuant to paragraph 5.2.1 or by Declarant if the modification is made pursuant to paragraph 5.2.2 providing for the amendment of the Plot Plan to appropriately reflect any change which is being made with respect to the Center. Any such instrument shall contain the following information:

(a) A reference to this Declaration to include information pertaining to the original recording of the Declaration;

(b) The legal description of the Center;

(c) A statement under penalty of perjury executed by either the owners of all of the parcels within the Center or by Declarant, as appropriate, that all conditions precedent to the effectiveness of such amendment will have been duly satisfied with the recordation of such amendment instrument.

6. Realty Taxes and Assessments:

All general and special real property taxes and assessments levied by public authority relating to any portion of the Center and improvements thereon or the ownership thereof shall be paid or caused to be paid prior to delinquency, by the respective fee owners of each of the

parcels; provided that nothing contained in this paragraph 6 shall be construed as prohibiting any fee owner from requiring its tenants or subtenants to pay all or any portion thereof or to reimburse such fee owner for all or any portion thereof.

7. Parking Ratio:

The owners of all or any portion of the Center shall maintain, within each Parcel, a ratio of at least _____ parking spaces (for standard size American automobiles) for each one thousand (1,000) square feet of gross floor area of each building located on each Parcel; provided, however, that such ratio may be reduced in the event of condemnation.

8. Miscellaneous Provisions:

8.1 Enforcement:

A breach of any of the covenants herein contained may be enjoined, abated or remedied by appropriate legal proceedings maintained by the fee owners of any of the parcels or any Lessees, sublessees or licensees of any portion of the Center or by the respective successors in interest or assigns thereof.

8.2 Mortgage Protection:

Breach of any of the Restrictions contained in this Declaration shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Center or any part thereof or interest therein; but all of the Restrictions contained herein shall be binding and effective against any owner of the Center or any portion thereof or any interest therein whose title thereto is acquired by foreclosure, trustee's sale or otherwise. No purported modification, amendment and/or termination of this Declaration (except for modifications and amendments contemplated and authorized pursuant to the provisions of paragraph 5 hereof), shall be binding upon or effect the rights of any mortgagee holding a first mortgage upon the Center or any portion thereof that is recorded in the office of the Douglas County Recorder prior to the date any such modification, amendment or termination is recorded in such office, without the prior written consent of such mortgagee.

8.3 Severability:

Invalidation of any one of the covenants, conditions, easements, restrictions, or other provisions herein contained by judgment or court order shall in no way effect any of the other covenants, conditions, easements, restrictions or provisions hereto and the same shall remain in full force and effect.

8.4 Attorneys' Fees:

In the event any action is brought to enforce the provisions of this Agreement or for breach thereof the prevailing party shall be entitled to its reasonable attorneys' fees and court costs.

8.5 Term:

This Declaration and each of the Restrictions shall be for a term ending on the date that is fifty-five (55) years from and after the date this Declaration is recorded, after which time the term shall be automatically extended for successive periods of ten (10) years each, unless terminated effective at the end of the original term or at the end of any extension period by written instrument executed by the fee owners of at least a majority of the land area measured in square feet located within the Center, which written instrument shall have been recorded in the Douglas County Recorder's Office prior to its effective date.

Except as otherwise herein specifically provided, this Declaration may be terminated, supplemented and/or amended by the written agreement of the fee owners of seventy-five percent (75%) of the land area measured in square feet located within the Center, together with the written approval of all record owners of long-term leasehold estates covering any portion of the Center, which written agreement shall be effective upon its execution by all required signatories thereto, and its recordation in the office of the County Recorder, Douglas County, Nevada.

8.6 No Merger:

The ownership of the entire Center by the same party shall not effect a termination of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

BREUER-HARRISON, INC.,
a California corporation

By Casper J. Brewer

Its President

By William M. Harrison

Its Secretary

CASPER J BREUER

WILLIAM M HARRISON

All that property shown on the Annexation Map for a portion of the Southeast 1/4, Section 20, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, Document No. 36511, Book 979, Page 792, Official Records of Douglas County, Nevada: EXCEPTING THEREFROM a 0.686 acre parcel of land sold to McDonalds Corporation on April 20, 1983, described in Document No. 67326, Book 482, Page 1818, Official Records of Douglas County, Nevada; and EXCEPTING THEREFROM a 3.673 acre parcel of land sold to Warehouse Markets, Inc., on December 19, 1979, described in Document No. 39833, Book 1279, Page 1192, Official Records of Douglas County, Nevada. Said parcel contains 5.061 acres of land, more or less.

A. 3.673 acre parcel of land sold to Warehouse Markets, Inc. on December 19, 1979, and described in Document No. 39833, Book 1279, Page 1192, Official Records of Douglas County, Nevada.

All of the property shown on the Annexation Map for a portion of the Southeast 1/4, Section 20, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, Document No. 36511, Book 979, Page 792, Official Records of Douglas County, Nevada: EXCEPTING THEREFROM a 0.686 acre parcel of land sold to McDonalds Corporation on April 20, 1982 and described in document No. 67326, Book 482, Page 1818, Official Records of Douglas County, Nevada.

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SUZANNE BEAUDREAU
RECORDER.

Betty Hendon
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