

RECORDED AT THE REQUEST OF AND
WHEN RECORDED MAIL TO:
✓ BREUER-HARRISON, INC.
1750 LADERA VISTA DRIVE
FULLERTON, CALIFORNIA 92631

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS

THIS AMENDED DECLARATION is made this 5th day of September, 1990, by BREUER-HARRISON, INC., a California corporation, the BREUER FAMILY TRUST DATED AUGUST 28, 1987, and the HARRISON FAMILY TRUST DATED SEPTEMBER 3, 1987 (hereinafter collectively referred to as "Declarant").

R E C I T A L S:

THIS AMENDED DECLARATION is made with reference to the following facts:

A. Declarant is the owner of in excess of SEVENTY-FIVE PERCENT (75%) of the land area measured in square feet of that certain real property situated in the Town of Minden, County of Douglas, State of Nevada, which real property is legally described on Exhibit "A" attached hereto and by this reference made a part hereof. The said real property so described and shown is hereinafter referred to as "the Property."

A legal description of common access and utility easements within the Property is found on Exhibit "B," attached hereto and by this reference made a part hereof. The common access and utility easements so described are hereinafter referred to as "easements".

B. Declarant desires to subject the Property to the covenants, conditions, restrictions and easements contained in this Amended Declaration for the benefit of the Property and each and every part thereof and for the benefit of present and future owners thereof and their tenants and subtenants.

C. This Amended Declaration is intended to and it does hereby supersede and replace the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements recorded in the Office of the Douglas County Recorder, Douglas County, Nevada on November 30, 1982, as Document 73566, in Book 1182 at Page No. 1333.

NOW THEREFORE, Declarant hereby declares that the Property 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.

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1. Definitions:

1.1 The term "Amended Declaration" shall mean and refer to this Amended 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 Amended Declaration constitute a general scheme for the development, protection and maintenance of the Property to enhance the value, desirability, and attractiveness thereof, and to provide in general for high-class commercial development. These Restrictions shall be imposed upon Declarant and upon all subsequent owners of the Property 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 Property and each and every part thereof, and shall be a burden upon and a benefit not only to Declarant, but also to Declarant's heirs, personal representatives, successors and assigns as to all and every portion of the Property and as to any interest therein, including without limitation any such interest held by tenants of such persons and their subtenants. 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. Easements:

3.1 Establishment of Non-Exclusive Reciprocal Easements:

Declarant does hereby establish the following non-exclusive reciprocal rights and easements within the Property:

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Each parcel within the Property shall have appurtenant thereto reciprocal, non-exclusive rights and easements for vehicular ingress, egress and travel, underground utility installation, and all requisite maintenance within those same areas, 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 stated locations, such reciprocal, non-exclusive rights and easements being established herein 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, as well as the heirs, personal representatives, grantees, successors and assigns of each of the aforesaid persons.

3.2 Use of Easements:

The easements shall be used for the following purposes only:

(a) The installation, maintenance and operation within the confines of the easements of public utility services serving the building areas and the easements, together with and including vaults, manholes, meters, pipelines, valves, 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.

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

(c) The construction, maintenance, repair, replacement, rearrangement and reconstruction of improvements to the Property including but not necessarily limited to ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic islands and traffic and parking lighting facilities.

(d) 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 Amended Declaration.

(e) The ingress and egress of delivery and service trucks and vehicles to and from the building areas within the Property or any portion thereof, and the public streets adjacent to the Property through authorized curb cuts for the delivery of goods and equipment, and the rendition of services to the owners, Lessees, sublessees and licensees of any portion of the Property, but only during the time which such interest is held.

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(f) All buildings in the Property must be located at least five (5) feet back from the closest boundary of each access easement or twenty (20) feet from the easement Property line, whichever is greater.

(g) The temporary erection of ladders, scaffolding, storefront barricades and the like during periods of construction, remodeling, or repair; ingress and egress for vehicles transporting construction materials and equipment; and use thereof by construction equipment.

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

3.3 Maintenance of Easements:

Except as otherwise indicated in any deed heretofore recorded, Declarant, to the extent it retains ownership of a portion of the Property, and Declarant's successors in interest, to the extent they succeed to any interest in the Property, shall maintain and repair the easements in accordance with the general provisions of this Amended Declaration. The Declarant, upon sale to each of its successors in interest, may enjoin upon each such successor obligations in regard to maintenance of the easements which are more onerous than the duties established herein. Except as otherwise indicated in any deed heretofore recorded, all persons who now or hereafter own or hold portions of the Property or any leasehold estate or other interest therein as their respective interests appear in the Property, including Declarant, shall have the duty to maintain and repair the entire portion of the easements adjacent to any portion of their respective premises. The intention of the Declarant in establishing this duty of maintenance and repair is to create joint and several responsibility between and among the owners of all parcels within the Property to maintain and repair the length and breadth of all easements immediately adjacent to their parcels, whether or not legally appurtenant thereto. If this duty is observed by all parcel owners the result should be that each parcel owner will pay exactly its pro rata portion of all maintenance and repair costs for the easements located adjacent to their parcels. The obligation of the Declarant and its successors to maintain said easements in good condition and repair shall, without limiting the generality thereof, 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, in all respects being equal to or exceeding in quality, use and durability the surfacing originally installed;

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(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; and

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

3.4 Liability Insurance:

The Declarant currently maintains general public liability insurance insuring itself in the real property as its interest may appear. All other persons who now or hereafter own or hold portions of the Property or any leasehold estate or other interest therein shall obtain and maintain public liability insurance insuring themselves and the Declarant, as their respective interests appear, against claims for personal injury, death or property damage occurring in, upon or about the easements; such insurance shall be written with a reputable insurance carrier licensed to do business in the State of Nevada. The limit for personal injury and property damage shall not be 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 heretofore carried by similar businesses in the area in which the Property is located.

3.5 Reservations of Rights and Easements:

Nothing to the contrary withstanding in this Amended Declaration or in any conveyance of a parcel or other interest in real property located within the Property, 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 Property, 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 Property, for 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 Amended Declaration, over, across, upon, in, under and through the easements within the Property.

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(b) Also reserving unto Declarant, 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 easements within the Property, 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 3.5 (b) above, shall be located, constructed, used, repaired, maintained, operated, relocated, reconstructed and removed in such a manner as not unreasonably to interfere with the intended primary easement uses.

3.6 No Walls, Fences or Barriers:

No walls, fences or barriers shall be constructed or erected in the Property which would prevent or impair the use or exercise of the foregoing easements or the free access of 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.

3.7 Reservations and Conveyance by Reference:

The rights and easements provided for in Sections 3.1 and 3.5 hereof shall be deemed reserved and/or granted by specific reference thereto in any conveyance (deed, lease or otherwise) by Declarant, his heirs, personal representatives, successors and assigns, of any parcel within the Property.

4. Realty Taxes and Assessments:

All general and special real property taxes and assessments levied by public authority relating to any portion of the Property 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 4 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.

5. Miscellaneous Provisions:

5.1 Enforcement:

A breach of any of the covenants, conditions or restrictions herein contained may be enjoined, abated or remedied by appropriate legal proceedings, including but not limited to actions for money damages, maintained by the fee owners of any of the parcels or any Lessees, sublessees or licensees of any portion of the Property or by the respective successors in interest or assigns thereof.

5.2 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 to the Property or any part thereof or interest therein; but all of the Restrictions contained herein shall be binding and effective against any owner of the Property 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 Amended Declaration (except for modifications and amendments contemplated and authorized pursuant to the provisions of paragraphs 5.5 and 5.6 hereof), shall be binding upon or affect the rights of any mortgagee holding a first mortgage upon the Property 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.

5.3 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 affect any of the other covenants, conditions, easements, restrictions or provisions hereto, and the same shall remain in full force and effect.

5.4 Attorneys' Fees:

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

5.5 Term: Extension of Term:

This Amended Declaration and each of the Restrictions contained therein shall be effective for a term ending on the date that is fifty-five (55) years from and after the date this Amended 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

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executed by the fee owners of at least a majority of the land area measured in square feet located within the Property, which written instrument shall have been recorded in the Douglas County Recorder's Office prior to its effective date.

5.6 Amendment; Termination:

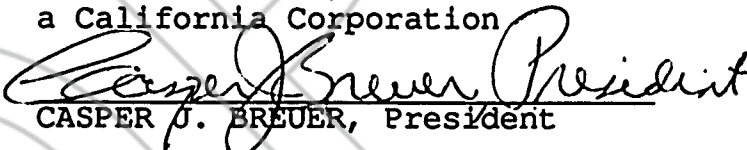
Except as otherwise herein specifically provided, this Amended Declaration may be terminated, supplemented and/or amended by the written agreement of the fee owners of seventy-five percent (75%) of the land area measured in square feet located within the Property, together with the written approval of all record owners of long-term leasehold estates covering any portion of the Property, 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.

5.7 No Merger:

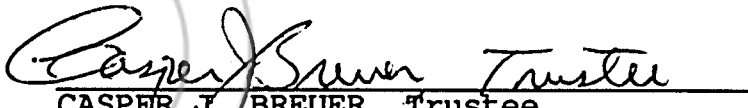
The ownership of the Property by the same party shall not effect a termination of this Amended Declaration.


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

BREUER-HARRISON, INC.
a California Corporation


CASPER J. BREUER, President

BREUER FAMILY TRUST DATED
AUGUST 28, 1987


CASPER J. BREUER, Trustee

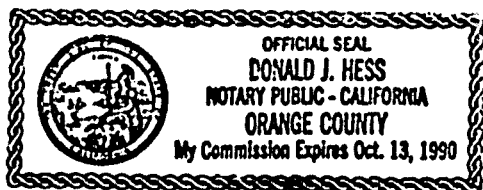

SIGNE S. BREUER, Trustee

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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 : SS.
COUNTY OF ORANGE)

On the 5th day of SEPTEMBER, 1990, personally appeared before me, a notary public, CASPER J. BREUER and SIGNE S. BREUER, personally known to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the above instrument.

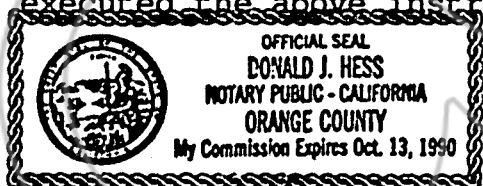


Donald J. Hess
Notary Public

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 : SS.
COUNTY OF ORANGE)

On the 5th day of SEPTEMBER, 1990, personally appeared before me, a notary public, CASPER J. BREUER, President of Breuer-Harrison, Inc., personally known to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument.



Donald J. Hess
Notary Public

IN WITNESS WHEREOF, Declarant GLORIA A. HARRISON, as Trustee of the HARRISON Family Trust dated September 3, 1987, has executed this Amended Declaration as of the 5th day of September, 1990.

HARRISON FAMILY TRUST DATED
SEPTEMBER 3, 1987

Gloria A. Harrison, Trustee
GLORIA A. HARRISON, Trustee

COOPY

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 : SS.
COUNTY OF ORANGE)

On the 5th day of September, 1990, personally appeared ^{proved on-the basis}
before me, a notary public, GLORIA A. HARRISON, ~~personally known~~
^{of satisfactory evidence}
~~to me~~ to be the person whose name is subscribed to the above
instrument, who acknowledged that she executed the above
instrument.

Caryn Lea Gumas
Notary Public



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EXHIBIT "A"

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL MAP FOR OLGA HOLMES, DOCUMENT NUMBER 28271, BOOK 1278, PAGE 925 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA; THENCE NORTH 63 25' WEST ALONG THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 395, A DISTANCE OF 249.92' TO THE TRUE POINT OF BEGINNING; BEING ALSO THE NORTHWESTERLY CORNER OF THE MCDONALDS RECORD OF SURVEY, DOCUMENT NUMBER 101722, BOOK 684, PAGE 420; THENCE, SOUTH 26 35' WEST ALONG SAID MCDONALDS RECORD OF SURVEY WESTERLY LINE A DISTANCE OF 334.00' TO THE SOUTH WESTERLY CORNER OF SAID MCDONALDS RECORD OF SURVEY; THENCE, NORTH 63 25' WEST, A DISTANCE OF 40.50'; THENCE, SOUTH 1 05' 30" EAST A DISTANCE OF 122.30'; THENCE, NORTH 63 25' WEST A DISTANCE OF 759.31' TO A POINT; THENCE, NORTH 0 53' 30" EAST A DISTANCE OF 489.98' TO A POINT AN THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 395; THENCE, SOUTH 63 25' EAST ALONG SAID US 395 RIGHT OF WAY A DISTANCE OF 947.57' TO THE TRUE POINT OF BEGINNING, CONTAINING 8.482 ACRES MORE OR LESS.

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EXHIBIT "B"

EASEMENT NO. 1--THIS IS A 28' WIDE ACCESS AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE OLGA HOLMES PARCEL MAP DOCUMENT NUMBER 28271, BOOK 1278, PAGE 925, OFFICIAL RECORDS OF DOUGLAS COUNTY; THENCE, NORTH 63 25' WEST ALONG THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 395, A DISTANCE OF 249.92' TO THE TRUE POINT OF BEGINNING; THENCE, SOUTH 26 35' WEST A DISTANCE OF 334.00; THENCE, NORTH 63 25' WEST A DISTANCE OF 28'; THENCE, NORTH 26 35' EAST A DISTANCE OF 334.00' TO THE US HIGHWAY 395 RIGHT OF WAY; THENCE, SOUTH 63 25' EAST A DISTANCE OF 28.00' TO THE TRUE POINT OF BEGINNING.

EASEMENT NO. 2--THIS IS A 28' WIDE ACCESS AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF PARCEL 1 OF A RECORD OF SURVEY FOR BREUER-HARRISON, INC. DOCUMENT NUMBER 158863, BOOK 787, PAGE 3344, OFFICIAL RECORDS OF DOUGLAS COUNTY; THENCE, NORTH 63 25' WEST A DISTANCE OF 14.00' TO THE TRUE POINT OF BEGINNING; THENCE, SOUTH 26 35' WEST A DISTANCE OF 200.00'; THENCE SOUTH 63 25' EAST A DISTANCE OF 28.00'; THENCE NORTH 26 35' EAST A DISTANCE OF 200.00'; THENCE, NORTH 63 25' WEST A DISTANCE OF 28' TO THE TRUE POINT OF BEGINNING.

EASEMENT NO. 3--THIS IS A 28' WIDE ACCESS AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 1 OF A RECORD OF SURVEY FOR BREUER-HARRISON, INC. DOCUMENT NUMBER 158863, BOOK 787, PAGE 3344, OFFICIAL RECORDS OF DOUGLAS COUNTY; THENCE, NORTH 63 25' WEST A DISTANCE OF 14.00' TO THE TRUE POINT OF BEGINNING; THENCE, SOUTH 26 35' WEST A DISTANCE OF 230.00'; THENCE, SOUTH 63 25' EAST A DISTANCE OF 28.00'; THENCE, NORTH 26 35' EAST A DISTANCE OF 230.00'; THENCE, NORTH 63 25' WEST A DISTANCE OF 28.00' TO THE TRUE POINT OF BEGINNING.

EASEMENT NO. 4--THIS IS A 30.00' WIDE ACCESS AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF RECORD OF SURVEY FOR BREUER-HARRISON, INC. DOCUMENT NUMBER 158863, BOOK 787, PAGE 3344, OFFICIAL RECORDS OF DOUGLAS COUNTY BEING THE TRUE POINT OF BEGINNING; THENCE, SOUTH 63 25' EAST A DISTANCE OF 175.00'; THENCE, SOUTH 68 10' 50" EAST A DISTANCE OF 180.61'; THENCE, SOUTH 63 25' EAST A DISTANCE OF 110.00' TO A POINT BEING ON THE CENTERLINE OF EASEMENT NO. 1 ABOVE; THENCE SOUTH 26 35' WEST A DISTANCE OF 30.00'; THENCE, NORTH 63 25' WEST A DISTANCE OF 110.00'; THENCE, NORTH 68 10' 50" WEST A DISTANCE OF 180.61'; THENCE, NORTH 63 25' WEST A DISTANCE OF 175.00'; THENCE, NORTH 26 35' EAST A DISTANCE OF 30.00' TO THE TRUE POINT OF BEGINNING.

COPY

REQUESTED BY
Sherrin Walsh - Keele
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'91 JAN -3 AM 1:10

SUZANNE DEAUDREAU
RECORDER

\$ 18.00 PAID *Bh* DEPUTY

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