

✓ When recorded mail to:
Clement and Eleanor Blakney
3148 Washoe Springs
Minden, NV 89423

Grantee's address:
Blakney Family Trust
3148 Washoe Springs
Minden, NV 89423

A.P.N. 13-200-14

R.P.T.T. \$ #8

GRANT, BARGAIN AND SALE DEED

THIS DEED is made and entered into this 17th day of MARCH, 1994, by and between C. DWAYNE BLAKNEY and ELEANOR BLAKNEY, husband and wife, as joint tenants with right of survivorship, Grantor, and as Trustor and Trustee of THE BLAKNEY FAMILY TRUST AGREEMENT, dated March 17, 1994, Grantee.

W I T N E S S E T H

The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to them in hand paid Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto Grantee, and to its heirs, successors and assigns forever, all of their interest in that certain lot, piece or parcel of land situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as follows:

Commencing at the Northwest corner of Section 19, T. 14 N. R. 20 E., M.D.B.&M.; thence S. 0°11' W. along the West line of said Section 19 a distance of 883.16 feet to the True Point of Beginning; thence N. 89°58'40" E. a distance of 1086.83 feet to the East line of the NW 1/4 NW 1/4 of said Section 19; thence S. 0°11' W. along the said East line of the NW 1/4 NW 1/4 a distance of 220.69 feet to a point; thence S. 89°58'20" W. a distance of 1086.83 feet to the West line of said Section 19; thence N. 0°11' E. along the said West line of Section 19 a distance of 220.79 feet to the True Point of Beginning.

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And including a 1/6 (one-sixth) interest in the existing water rights assigned to the Northwest 1/4 Northwest 1/4 of said Section 19.

TOGETHER WITH a 50 foot right of way for road and utility purposes as granted in Deed from H. F. Dangberg Land and Livestock Company, a corporation to Preston C. Peterson and Josephine E. Peterson, husband and wife, recorded April 20, 1967, in Book 49 of Official Records, at Page 166, as File No. 36028.

SUBJECT TO an easement for Road and Utility purposes 50 feet in width and running along the entire Easterly side of the above described parcel.

SUBJECT to and conditioned upon those certain restrictions attached hereto and made a part hereof by expressed reference hereto marked Exhibit "A".

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the said premises, together with the appurtenances, unto Grantee, and to its heirs, successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this conveyance the day and year first above written.

C. Dwayne Blakney
C. DWAYNE BLAKNEY

Eleanor Blakney
ELEANOR BLAKNEY

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 17th day of March, 1994, personally appeared before me, a Notary Public, C. DWAYNE BLAKNEY and ELEANOR BLAKNEY, known to me to be the persons named in the above instrument, who acknowledged to me that they executed the same for the intents and purposes therein mentioned.

Jennifer L. Winkel
Notary Public

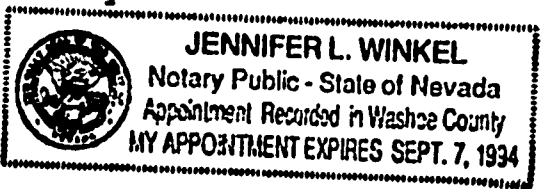


EXHIBIT "A"

DEED RESTRICTIONS

The following restrictions are imposed on real property described in the attached Deed in order to maintain a level of quality and to the benefit of those purchasing the property.

1. RESIDENTIAL USE ONLY - NO COMMERCIAL ACTIVITY. The premises shall be used for one family only exclusively for residential purposes, and no manner of commercial activity, except for private office (which shall include the renting of rooms or apartments in a dwelling) shall be permitted on the premises; provided, however, nothing shall prevent an owner from leasing or renting his dwelling in its entirety, in which event the tenant shall be bound by these covenants, as though written into the lease thereof or rental agreement.
2. NATURE OF STRUCTURE. Every building must be for single family use and be of new construction, and no building, regardless of age, may be moved onto the premises. No structure shall be erected or constructed upon the premises other than single family dwelling not to exceed two stories in height, and not less than 1,250 square feet of living space if a single storey, not less than 1,000 square feet of livable space on ground level if a two story dwelling, and at least 1,200 square feet on a split-level dwelling with a minimum of 600 square feet on the main level. Minimum square footage requirements on all residences are exclusive of porches, terraces, stoops, garages, basements, and similar appurtenances. Any such dwelling may, in addition, have guest house, and/or employee's quarters, and/or stable, and/or garage not conforming to these requirements as to square footage. All garages, stables and other buildings shall be architecturally designed so as to be in harmony with the dwelling plan. All structures proposed to be erected shall be according to plans and specifications of competent builders or architects, and shall be built and constructed so as to conform to all applicable building codes of Douglas County and the State of Nevada. No metal buildings or roofs shall be allowed. No fence shall exceed six (6) feet in height, other than eight (8) foot wire fence for deer protection.
3. CONSTRUCTION PERIOD. All buildings built upon the premises must have the outside thereof completed and painted within one year from the date construction is commenced.
4. ARCHITECTURAL CONTROL. No building or fence shall be erected, placed, or altered, until the construction plans and specifications and plan showing the location of the structure have been approved in writing by the architectural control committee, hereinafter provided for, as to quality or workmanship and materials.
5. INFORMATION ON ARCHITECTURAL CONTROL PLAN AS TO MEMBERS AND REQUIREMENTS: The Architectural Control Committee shall be composed of three persons which shall be elected by the property owners on the basis of one (1) vote per lot.
6. SIZE OF LOT. No residential structure shall be erected or placed on any building lot, which has an area of less than 5 acres.

7. **BUILDING LOCATIONS.** No building or structure shall be erected or built within 30 feet of any front boundary line, nor within 20 feet of any side boundary line; provided, that adjoining owners may agree in writing, copy to be recorded and filed with the architectural control committee, that garages, stables, outbuildings, and swimming pools may be constructed closer to or upon property sidelines. It is not the intent of these restrictions to prevent any individual from purchasing one or more lots and constructing a dwelling and/or other buildings on a combination of lots, so long as the building setback requirements hereinabove mentioned are complied with.
8. **TEMPORARY STRUCTURES - TRAILERS.** No trailer, mobile home, temporary building nor temporary building structure shall be used as a dwelling nor for sleeping purposes except as a temporary structure used during construction periods of any authorized structure, i. e. tool house, etc., must be removed at the completion of construction.
9. **EASEMENTS.** Easements for access roads and installation and maintenance of utilities and drainage facilities may be reserved in any deed wherever reasonably necessary.
10. **LIVESTOCK, PETS, ETC.** No swine shall be kept, raised or maintained upon any lot. No other livestock or poultry shall be kept or maintained on any lot except for the personal use and convenience of owner or owners thereof.
11. **OIL DRILLING, MINING.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot; provided that tanks for storage of oil, gas and water for uses permitted in this instrument, and structures for drilling of water - during the time necessary - shall not be forbidden.
12. **OTHER VEHICLE PARKING.** Only one travel trailer, motorized home, or similar vehicle may be kept on a lot and this shall be in the rear of the house or screened from view at the front of the property.
13. **RUBBISH, TRASH, ETC.** No lot shall be used or maintained as a dumping ground for garbage, rubbish, trash, used lumber, old cars or any other unsightly object. Garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary manner.
14. **WATER SUPPLY.** No individual water supply system shall be permitted on any lot unless such system shall be located, constructed and equipped in accordance with the requirements, standards and recommendations of the Nevada State Board of Health. Approval of such systems installed shall be obtained from such authority.
15. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Nevada State Board of Health. Approval of such systems installed shall be obtained from such authority.

16. RESALES. No lot or property within the premises may be resold or in any manner conveyed or encumbered except in parcels of 5 acres.

17. BREACH OF COVENANTS, RE-ENTRY. In the event of a breach of any of the foregoing conditions, restrictions and covenants, the premises upon which the breach has been committed shall revert to the grantor, his successors, heirs and assigns, who shall have the right of re-entry immediately upon said premises in the event of any such breach provided, however, that a sixty (60) day written notice must be first sent by registered mail by the grantor to the address of the last recorded owner, which shall specify in which respects these conditions, restrictions and covenants have been breached, and grantor's election to repossess and re-enter. In the event that such owner corrects and cures such default or breach within sixty (60) days from the date of the mailing of such notice, then such breach or default shall be treated as though it had not happened. Failure, however, on the part of the grantor, his successors, heirs and assigns, to claim any right of re-entry shall not be deemed an amendment or alteration to these protective covenants, a ratification of any past breach or misconduct by any owner, or condonation of any failure of any like or other breach or violation of these covenants, conditions and restrictions.

18. GENERAL PROVISIONS AND DURATION. These covenants, conditions and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under any deed to the premises or any part thereof for a period of ten (10) years from the date this instrument shall be recorded, after which time said covenants, conditions and restrictions shall be automatically extended for a further period of ten (10) years, unless an instrument signed by a majority of the then recorded owners of the premises shall have been recorded, agreeing not to extend them or some of them.

"The foregoing conditions, covenants and restrictions shall be deemed subject to all Mortgages and/or Trust Deeds given as security and made in good faith and for value for any loan that may be made a lien or recorded against said premises, or any part of parcel thereof, provided, however, that in the event of a sale under foreclosure of any mortgage or under any power of sale in any deed of trust, the purchaser at such sale, his or its successors or assigns, shall purchase and take such property on such sale subject to the conditions, covenants and restrictions provided for."

REQUESTED BY
Messrs. R. G. W. & Co.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'94 MAR 18 AM 1:18

SUZANNE BEAUDREAU
RECORDER
PAID K² DEPUTY

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