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**RECORDING REQUESTED BY:**

Tahoe Regional Planning Agency  
Post Office Box 1038  
Zephyr Cove NV 89448

**WHEN RECORDED MAIL TO:**

Tahoe Regional Planning Agency  
Post Office Box 1038  
Zephyr Cove NV 89448  
Attention: Jeanne McNamara, Associate Planner

✓ Scarpello & Alling, Ltd.

ATTORNEYS AT LAW  
KINGSBURY SQUARE  
276 KINGSBURY GRADE, SUITE 2000  
POST OFFICE BOX 3390  
LAKE TAHOE, NEVADA 89449-3390

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR COVERAGE ASSIGNMENT AND RETIREMENT  
("AMENDED DEED RESTRICTION")**

This Amended Deed Restriction is made by JOEL J. HOROWITZ and ANN A. HOROWITZ, husband and wife, as Owners of Parcel One described hereinbelow (hereinafter referred to as "HOROWITZ"), and JOHN A. SCHOPF, JR. and WENDY A. SCHOPF, husband and wife, as owners of Parcel Two described hereinbelow (hereinafter "SCHOPF") (HOROWITZ and SCHOPF are collectively referred to herein as the "Declarants").

**RECITALS**

1. HOROWITZ are the owners of certain real property situate in the County of Douglas, State of Nevada, Assessor's Parcel Number (APN ) 05-220-18 (formerly APN 05-220-02) as more particularly described on Attachment A attached hereto and incorporated herein by reference, ("Parcel One").
2. SCHOPF are the owners of certain real property situate in the County of Douglas, State of Nevada APN 05-220-16 (formerly APN 05-220-03) as more particularly described on Attachment B attached hereto and incorporated herein by reference, ("Parcel Two").
3. Declarants expressly acknowledge a prior Deed Restriction ("Original Deed Restriction") recorded on April 11, 1997, as Document No. 0410412, Book 0497, Page 1794, of the Official Records of Douglas County, Nevada, attached hereto as Attachment C, wherein Paragraph 8 states:

"As between the above-described parcels, Declarants declare that Parcel One shall be assigned 170,000 sq. ft. of land coverage and that Parcel Two shall be assigned 22,782 sq. ft. of land coverage."


4. Declarants hereby amend Paragraph 8 of the Original Deed Restriction to read as follows:

"As between the above-described parcels, Declarants declare that Parcel One shall be assigned 169,785 sq. ft. of land coverage and that Parcel Two shall be assigned 22,997 sq. ft. of land coverage."


5. All other portions of the Original Deed Restriction shall remain unchanged.

**IN WITNESS WHEREOF**, Declarants have executed this Amended Deed Restriction as hereinafter set forth.

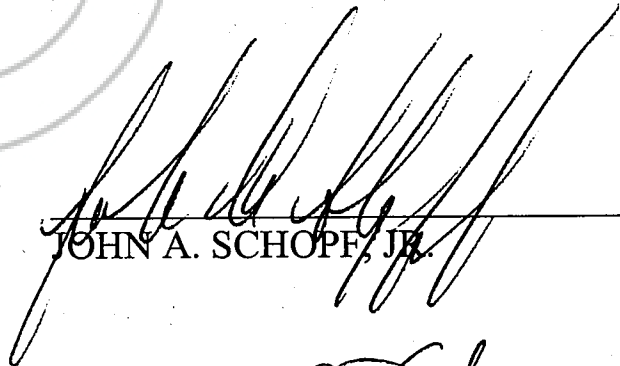
DATED: 12-3-99

  
RONALD D. ALLING, Attorney in Fact for  
JOEL J. HOROWITZ, u/i/d June 20, 1999,  
recorded in the Official Records of Douglas  
County, Nevada on July 23, 1999 in Book  
0799 at Page 3948 as Document No. 0473063

DATED: 12-3-99

  
RONALD D. ALLING, Attorney in Fact for  
ANN A. HOROWITZ u/i/d June 20, 1999,  
recorded in the Official Records of Douglas  
County, Nevada on July 23, 1999 in Book  
0799 at Page 3948 as Document No. 0473063

DATED: 12-14-99

  
JOHN A. SCHOPF, JR.

DATED: 12-14-99

  
WENDY A. SCHOPF

*[Notary Acknowledgments Follow]*

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

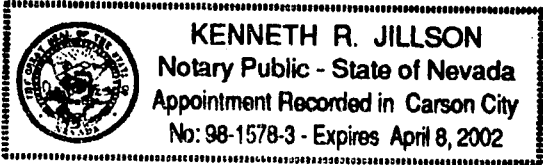
Executed before me on DECEMBER 3 by RONALD D ALLING, as  
Attorney in Fact for JOEL J. HOROWITZ.



*[Signature]*  
NOTARY PUBLIC

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

Executed before me on this 3<sup>rd</sup> day of DECEMBER, 1999 by RONALD D ALLING,  
as Attorney in Fact for ANN HOROWITZ.



*[Signature]*  
NOTARY PUBLIC

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

Executed before me on this 15<sup>th</sup> day of December, 1999 by JOHN A. SCHOPF, JR.



*[Signature]*  
NOTARY PUBLIC

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

Executed before me on this 15<sup>th</sup> day of December, 1999 by WENDY A. SCHOPF.



*[Signature]*  
NOTARY PUBLIC

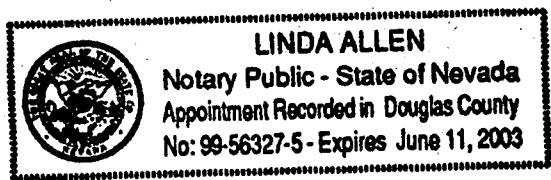
DATED: Dec. 17, 1999

Jordan Kahn  
TAHOE REGIONAL PLANNING AGENCY

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

Executed before me on this 17<sup>th</sup> day of December, 1999 by Jordan Kahn  
as Asst. Agency Council of the TAHOE REGIONAL PLANNING AGENCY.

Linda Allen  
NOTARY PUBLIC



RDAHOROWITZ/AGRMT/AMDDEED.RES

## ATTACHMENT "A"

11-15-96  
JN 9603EDESCRIPTION  
APN 05-220-02

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

All that portion of Sections 10 and 15, Township 13 North,  
Range 18 East, N.D.M., and being more particularly described  
as follows:

Beginning at the corner common to Sections 10, 11, 15 and 16  
of Township 13 North, Range 18 East, the TRUE POINT OF  
BEGINNING; thence South 00 14'30" West, 1622.20 feet along  
the line common to Sections 15 and 16;  
thence leaving said Section line North 82 46'34" West,  
119.25 feet to the Northeast corner of Lot 37, Block "B",  
Round Hill Village Unit No.4, as shown and so designated on  
the Official Plat thereof, Document Number 31837 in the  
Official Douglas County Records;

thence along the Northerly line of said Subdivision the  
following ten (10) courses and distances:

- 1) North 82 45'20" West, 175.65 feet;
  - 2) South 87 01'17" West, 225.68 feet;
  - 3) North 60 39'33" West, 200.01 feet;
  - 4) North 64 09'33" West, 157.50 feet;
  - 5) North 57 35'02" West, 607.81 feet;
  - 6) North 32 53'05" West, 246.60 feet;
  - 7) South 29 09'22" West, 157.68 feet;
  - 8) 70.00 feet along the arc of a non-tangent curve to the  
left, with a radius of 225.00 feet, through a central angle  
of 17 49'27" from a tangent bearing North 36 33'16" West;
  - 9) North 54 12'29" West, 30.69 feet;
  - 10) South 35 43'07" West 185.87 feet;
- to the corner common to Lot 1, Block "A" of said Round Hill  
Village Unit No.4, and Lot 8, Block "C" of Round Hill  
Village Unit No.3 as shown and so designated on the Official  
Plat thereof, Document No. 30185, in the Official Douglas  
County Records; thence along the Northwesterly line of said  
Round Hill Village Unit No.3 the following five (5) courses  
and distances:

- 1) South 35 43'07" West, 189.00 feet,
- 2) South 56 00'13" West, 225.84 feet, and
- 3) South 33 53'29" West, 262.94 feet;
- 4) South 34 01'16" West, 160.51 feet;
- 5) South 46 30'18" West, 96.84 feet;

to the Northeasterly corner of that parcel of land as  
described in Book 1077, Page 1108, as Document No. 14151 in  
the Official Douglas County Records; thence along the  
Northwesterly line of the above mentioned parcel the  
following two (2) courses and distances:

- 1) South 78 39'05" West, 98.03 feet;

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2) South 65 31'19" West, 84.20 feet;  
to the Northeast corner of that parcel of land described in Book 275, Page 622, as Document No. 78408 in the Official Douglas County Records; thence along the Northwesterly line of said parcel the following four (4) courses and distances:

- 1) South 72 42'44" West, 79.29 feet;
- 2) South 71 05'50" West, 33.93 feet;
- 3) South 60 29'03" West, 156.85 feet;
- 4) South 29 19'53" East, 54.19 feet;

to a point in the North line of that parcel of land described in Book 83, Page 234, as Document No. 50668 in the Official Douglas County Records; thence along the boundary line of said parcel the following three (3) courses and distances:

- 1) South 60 27'12" West, 168.48 feet;
- 2) South 29 19'53" East, 68.00 feet;
- 3) North 60 28'18" East, 168.64 feet;

to the Westerly line of that parcel of land described in Book 275, Page 622, as Document No. 78408 in the Official Douglas County Records; thence along said westerly line South 51 12'17" East, 129.77 feet to the Northerly corner of Lot 11, Block "b", Round Hill Village Unit NO.3, as shown and so designated on the Official Plat thereof, Document No. 30185 in the Official Douglas County Records; thence along the Northerly boundary of said subdivision the following six (6) courses and distances:

- 1) South 36 36'01" West, 381.34 feet;
- 2) South 54 53'26" West, 215.26 feet;
- 3) North 47 02'16" West, 236.89 feet;
- 4) North 24 53'45" West, 105.71 feet;
- 5) South 85 26'25" West, 251.88 feet;
- 6) South 09 14'12" West, 172.82 feet;

to the Northeast corner of that parcel of land described in Book 1274, Page 597, as Document No. 77041 in the Official Douglas County Records; thence along the North line of said parcel South 85 25'00" West, 332.26 feet to the Westerly right-of-way line of U.S. Highway 50 as described in Book "T", Page 436, Official Douglas County Records; thence along said right-of-way line the following four (4) courses and distances:

- 1) 335.28 feet along the arc of a non-tangent curve to the right, with a radius of 1160.00 feet, through a central angle of 16 33'38" from a tangent bearing North 03 29'11" East;
- 2) North 20 02'48" East, 429.84 feet;
- 3) 1308.08 feet along the arc of a curve to the left, with a radius of 1040.00 feet, through a central angle of 72 03'53";
- 4) North 51 56'47" West, 1078.62 feet;

to a point on the South line of Section 10 and the Southwesterly corner of Lot 14, Block "6", of Zephyr Heights

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2nd Addition, Document No. 6530 in the Official Douglas County Records; thence along said Section line and the South line of Zephyr Heights 2nd Addition and the South line of Zephyr Heights No. 4, Document No. 10411 in the Official Douglas County Records, South 89 52' 07" East, 2170.97 feet to the one-quarter (1/4) corner common to Sections 10 and 15; thence along the North-South centerline of Section 10 and the East line of said Zephyr Heights No. 4, and the East line of Zephyr Knolls No. 4, Document No. 12699 in the Official Douglas County Records, North 00 14' 07" West, 1305.72 feet to the Northwest corner of the South one-half (1/2) of the Southeast one-quarter (1/4) of Section 10; thence along the North line of the South one-half (1/2) of the Southeast one-quarter (1/4) of Section 10, South 89 52' 07" East, 2635.60 feet to the East line of Section 10; thence along said East line South 00 09' 02" East, 1309.02 feet to the POINT OF BEGINNING.

Excepting therefrom all that certain parcel of land as described in Book 52, Page 249, as Document No. 50670 in the Official Douglas County Records.

The basis of bearing for this description is the bearing "North 89 47' 57" West" along the East 1/2 mile of the North line of said Section 15, per R.O.S., Document No. 313400.

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TARRANT REGIONAL  
COUNTY CLERK

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BK 0100 PG 0894

PARCEL 11:

96035  
11-22-96

DESCRIPTION  
20' Utility Easement

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

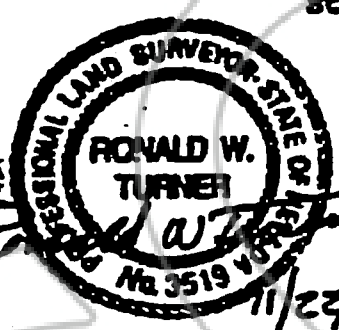
All that portion of the Northeast 1/4 of Section 15, Township 13 North, Range 18 East, N.D.M., more particularly described as follows:

Beginning at a point on that certain easement as described in Book 275, Page 626, Document No. 78409, which bears North 39 29' 57" East 247.15 feet from the most northerly corner of Lot 1, Block B, Round Hill Village Unit No. 4, filed for record as Document No. 31837;

- thence North 61 47' 51" East 56.04 feet;
- thence North 39 45' 07" East 36.46 feet;
- thence North 09 51' 16" East 75.89 feet;
- thence North 51 48' 20" East 43.98 feet;
- thence North 09 46' 52" West 51.99 feet to the northerly terminus of this easement description.

The basis of bearing for this description is the bearing "North 89 47' 57" West" along the East 1/2 mile of the North line of said Section 15, per R.O.S., Document No. 313400.

Prepared by: Turner & Associates, Inc.  
Land Surveying  
PO Box 5067  
Stateline, NV 89449



APR 21 1999

RECORDED BY  
WESTERN TITLE COMPANY, INC.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

96 DEC -3 P421

LINDA SLATTE  
RECORDER  
s/SLATTE PAID/K2 DEPUTY

0483968.

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DU 1296P 0618  
DU 1296P 0618

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ATTACHMENT " B "

EXHIBIT "A"  
DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Northeast 1/4 of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the most Northerly corner of Lot 1, Block B, ROUND HILL VILLAGE UNIT NO. 4, filed for record as Document No. 31837; thence South 29°09'22" West 157.68 feet; thence 70.00 feet along the arc of a non-tangent curve to the left, with a radius of 225 feet, through a central angle of 17°49'27" from a tangent bearing North 36°33'16" West; thence North 54°12'29" West 30.69 feet; thence South 35°43'07" West 150.05 feet; thence North 39°59'15" West 349.90 feet; thence North 63°00'00" East 550.00 feet; thence North 40.00 feet; thence North 63°00'00" East 80.00 feet; thence South 89°00'00" East 215.00 feet; thence South 18°45'36" East 182.04 feet; thence South 58°43'49" West 434.04 feet to the point of beginning.

The basis of bearing for this description is the bearing "North 89°47'57" West" along the East 1/2 mile of the North line of said Section 15, per R.O.S., Document No. 313400.

Said lands are set forth on Record of Survey for J. HOROWITZ recorded April 23, 1997 as Document No. 411109.

APR 21 1999

TAXPAYER'S RECORDS  
CLERK

FIRST AMERICAN TITLE CO.

OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

97 SB 12 P423

LINDA SLATER  
RECORDER

\$ 9.00 PAID DEPUTY

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**RECORDING REQUESTED BY:**

Tahoe Regional Planning Agency  
Post Office Box 1038  
Zephyr Cove, NV 89448

**WHEN RECORDED MAIL TO:**

Tahoe Regional Planning Agency  
Post Office Box 1038  
Zephyr Cove, NV 89448  
Attn: Melissa Joyce, Associate Planner

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COVERAGE ASSIGNMENT AND RETIREMENT**

This Deed Restriction is made this 28th day of February, 1997, by Joel Jay Horowitz and Ann A. Horowitz, husband and wife, as joint tenants ("Declarants").

**RECITALS**

1. Declarants are the owners of certain real property located in Douglas County, State of Nevada, described as follows:

As set forth in Exhibit A, attached hereto and incorporated herein by reference, Assessor Parcel Number (APN) 05-220-02 "Parcel One"

As set forth in Exhibit B, attached hereto and incorporated herein by reference, Assessor Parcel Number (APN) 05-220-03 "Parcel Two"

2. The above-described parcels are located in the Tahoe Region as described in the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, 1980), which region is subject to the regional plan and ordinances adopted by TRPA pursuant to the Tahoe Regional Planning Compact.

3. In resolution of litigation filed against TRPA by Declarants' predecessor-in-interest, entitled Carson Wayne Newton v. TRPA, Case No. 18435, Ninth Judicial District in Nevada, with respect to the development of the above-described parcels, TRPA and Newton entered into a stipulated settlement of litigation on January 30, 1991. Shortly after the execution of the settlement, Newton filed for bankruptcy and the above-described parcels were acquired by Eagle Land. TRPA and Eagle Land amended the stipulated settlement on

March 6, 1996. The Amended Stipulation, without exhibits, is attached hereto as Exhibit C and incorporated herein by reference. Eagle Land has transferred title of the above-described parcels to Declarants.

4. Pursuant to the Amended Stipulation, Declarants are required to record an appropriate deed restriction documenting the terms of the settlement.

5. Eagle Land acquired two adjoining parcels within Round Hill Subdivision and received approval from TRPA on November 27, 1996, (File Nos. 960580 and 960296; APNs 05-321-25 and 05-301-09) ("Round Hill parcels"), to modify the boundaries of the two adjoining Round Hill parcels to include portions of one of the above-described Horowitz parcels, and to assign a portion of the coverage in the Amended Stipulation to the adjoining Round Hill parcels.

#### DECLARATIONS

6. Declarants hereby declare that, pursuant to the Amended Stipulation, the above-described parcels are assigned 231,110 sq.ft. of land coverage, which land coverage assignment includes both existing and potential coverage. Declarants further declare that the above-described parcels have permanently retired 101,077 sq.ft. of land coverage and that Declarants waive any future claims to the retired land coverage, for transfer or otherwise.

7. Declarants further declare that, in accordance with the TRPA approvals of the boundary adjustments referenced above for the adjoining Round Hill parcels, 37,860 sq.ft. of land coverage has been assigned to those adjoining Round Hill parcels, as more specifically set forth in the deed restrictions for the Round Hill parcels. Declarants further declare that 468 sq.ft. of coverage has been assigned to APN 05-321-03 to avoid an increase in nonconforming coverage as part of a lot line adjustment for APN 05-321-03. Declarants also declare that 192,782 sq.ft. of land coverage remains for use on the above-described Horowitz parcels.

8. As between the above-described parcels, Declarants declare that Parcel One shall be assigned 170,000 sq.ft. of land coverage and that Parcel Two shall be assigned 22,782 sq.ft. of land coverage.

9. Declarants further declare that, for purposes of land coverage calculations and applying TRPA ordinances relating to land coverage, Parcel One and Parcel Two shall

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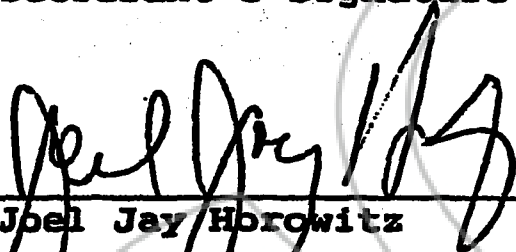
be deemed to constitute a "project area" as if they were legally merged.

10. This Deed Restriction shall be deemed a covenant running with the land, or as an equitable servitude, as the case may be, and shall constitute benefits and burdens to the above-described parcels and shall be binding on the Declarants and Declarants' assigns and all persons acquiring or owning any interest in the above-described parcels.

11. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of TRPA or its successor agency, if any. TRPA is deemed and agreed to be a third party beneficiary of this Deed Restriction and as such can enforce the provisions of this Deed Restriction. This Deed Restriction does not modify the terms of the Amended Stipulation and is intended to give notice of the terms and conditions of the Amended Stipulation, and the reduction of coverage pursuant to the Amended Stipulation and the approvals of boundary adjustments on the adjoining Round Hill parcels.

IN WITNESS WHEREOF, Declarants have executed this Deed Restriction on the day and year written above.

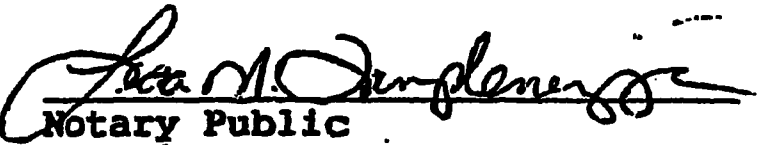
Declarant's Signature

  
Joel Jay Horowitz

Dated: 2/20/97

STATE OF New York )  
COUNTY OF New York ) ss.

On this 20<sup>th</sup> day of February, 1997, before me, personally appeared Joel Jay Horowitz, known to me, or proved to me to be, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon their behalf of which the person executed the instrument.

  
Notary Public

LISA M. TAMPLENIZZA  
Notary Public, State of New York  
No. 21-6005187  
Qualified in New York County  
Commission Expires Nov. 30, 1998

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Declarant's Signature

Ann A. Horowitz

Dated: 2/28/97

Ann A. Horowitz

STATE OF New York )  
COUNTY OF New York ) ss.

On this 28th day of February, 1997, before me, personally appeared Ann A. Horowitz, known to me, or proved to me to be, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon their behalf of which the person executed the instrument.

Janet A. Campeniza  
Notary Public, State of New York  
No. 01-8005187  
Qualified in New York County  
Commission Expires Nov. 30, 1998

APPROVED AS TO FORM:

Susan E. Schalley

Dated: 2-11-97

STATE OF )  
COUNTY OF ) ss.

On this 11th day of February, 1997, before me, personally appeared Susan E. Schalley, known to me, or proved to me to be, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon their behalf of which the person executed the instrument.

Judy A. McIntire  
Notary Public

JUDY A. MCINTIRE  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
MY APPOINTMENT EXPIRES JUNE 6, 1998

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EXHIBIT A

11-22-96  
JN 96035

DESCRIPTION  
APN 05-220-02

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

All that portion of Sections 10 and 15, Township 13 North, Range 18 East, M.D.M., and being more particularly described as follows:

Beginning at the corner common to Sections 10, 11, 15 and 14 of Township 13 North, Range 18 East, the TRUE POINT OF BEGINNING; thence South 00 14'30" West, 1622.20 feet along the line common to Sections 15 and 14; thence leaving said Section line North 82 46'34" West, 119.25 feet to the Northeast corner of Lot 37, Block "B", Round Hill Village Unit No.4, as shown and so designated on the Official Plat thereof, Document Number 31837 in the Official Douglas County Records; thence along the Northerly line of said Subdivision the following six (6) courses and distances:

- 1) North 82 45'20" West, 175.45 feet;
- 2) South 87 01'17" West, 225.68 feet;
- 3) North 60 39'33" West, 200.01 feet;
- 4) North 64 09'33" West, 157.50 feet;
- 5) North 57 35'02" West, 607.81 feet;
- 6) North 32 53'05" West, 246.60 feet;

thence North 58 43'49" East 434.04 feet;  
thence North 18 45'36" West 182.04 feet;  
thence North 89 00'00" West 215.00 feet;  
thence South 62 59'58" West 80.00 feet;  
thence SOUTH 40.00 feet;  
thence South 63 00'00" West 550.00 feet;  
thence South 39 59'15" East 349.90 feet to a point on the Westerly line of Lot 1, Block "A" of said Round Hill Village Unit No.4;  
thence South 35 43'07" West 35.82 feet to the Northerly corner of Lot 8, Block "C" of Round Hill Village Unit No.3 as shown and so designated on the Official Plat thereof, Document No. 30185, in the Official Douglas County Records; thence along the Northwesterly line of said Round Hill Village Unit No.3 the following three (3) courses and distances:

- 1) South 35 43'07" West, 189.00 feet,
- 2) South 56 00'13" West, 225.84 feet, and
- 3) South 33 53'29" West, 262.94 feet;

thence North 49 50'42" West 288.92 feet;  
thence South 62 53'00" West 578.58 feet;  
thence South 24 38'40" West 711.76 feet to the Northeast corner of Lot 1, Block B, of said Round Hill Village Unit No.3;

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thence along the Northerly boundary of said subdivision the following two (2) courses:

1) South 85 26'25" West, 251.89 feet;

2) South 09 14'12" West, 172.82 feet;

to the Northeast corner of that parcel of land described in Book 1274, Page 597, as Document No.77041 in the Official Douglas County Records; thence along the North line of said parcel South 85 25'00" West, 332.24 feet to the Westerly right-of-way line of U.S. Highway 50 as described in Book "T", Page 436, Official Douglas County Records; thence along said right-of-way line the following four (4) courses and distances:

1) 335.28 feet along the arc of a non-tangent curve to the right, with a radius of 1160.00 feet, through a central angle of 16 33'38" from a tangent bearing North 03 29'11" East;

2) North 20 02'48" East, 429.84 feet;

3) 1308.08 feet along the arc of a curve to the left, with a radius of 1040.00 feet, through a central angle of 72 03'53";

4) North 51 56'47" West, 1078.62 feet;

to a point on the South line of Section 10 and the Southwesterly corner of Lot 14, Block "6", of Zephyr Heights 2nd Addition, Document No.6530 in the Official Douglas County Records; thence along said Section line and the South line of Zephyr Heights 2nd Addition and the South line of Zephyr Heights No.4, Document No.10411 in the Official Douglas County Records, South 89 52'07" East, 2170.97 feet to the one-quarter (1/4) corner common to Sections 10 and 15; thence along the North-South centerline of Section 10 and the East line of said Zephyr Heights No.4, and the East line of Zephyr Knolls No.4, Document No.12699 in the Official Douglas County Records, North 00 14'07" West, 1305.72 feet to the Northwest corner of the South one-half (1/2) of the Southeast one-quarter (1/4) of Section 10; thence along the North line of the South one-half (1/2) of the Southeast one-quarter (1/4) of Section 10, South 89 52'07" East, 2635.60 feet to the East line of Section 10; thence along said East line South 00 09'02" East, 1309.02 feet to the POINT OF BEGINNING.

Excepting therefrom all that certain parcel of land as described in Book 82, Page 249, as Document No.50670 in the Official Douglas County Records.

Containing 218.53 acres, more or less.

The basis of bearing for this description is the bearing "North 89 47'57" West" along the East 1/2 mile of the North line of said Section 15, per R.O.S., Document No.313400.

Note: Refer this description to your title company before incorporating into any legal document.

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EXHIBIT B

11/22/96  
JN 96035

DESCRIPTION  
ADJUSTED APN 05-220-03

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

All that portion of the Northeast 1/4 of Section 15,  
Township 13 North, Range 18 East, M.D.M., more particularly  
described as follows:

Beginning at the most Northerly corner of Lot 1, Block B,  
Round Hill Village Unit No.4, filed for record as Document:  
#31837;

thence South 29 09'22" West 157.68 feet;  
thence 70.00 feet along the arc of a non-tangent curve to  
the left, with a radius of 225 feet, through a central angle  
of 17 49'27" from a tangent bearing North 36 33'16" West;  
thence North 54 12'29" West 30.69 feet;  
thence South 35 43'07" West 150.05 feet;  
thence North 39 59'15" West 349.90 feet;  
thence North 63 00'00" East 550.00 feet;  
thence NORTH 40.00 feet;  
thence North 63 00'00" East 80.00 feet;  
thence South 89 00'00" East 215.00 feet;  
thence South 18 45'36" East 182.04 feet;  
thence South 58 43'49" West 434.04 feet to the Point of  
Beginning.

Containing 5.17 acres, more or less.

The basis of bearing for this description is the bearing  
"North 89 47'57" West" along the East 1/2 mile of the North  
line of said Section 15, per R.O.S., Document No.313400.

Note: Refer this description to your title company  
before incorporating into any legal document.

Prepared by: Turner & Associates, Inc.  
Land Surveying  
PO Box 5067  
Stateline, NV 89449

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AMENDED STIPULATION REGARDING APNS 05-220-02 AND 05-220-03  
IN DOUGLAS COUNTY, NEVADA

Eagle Land, L.C.C., by and through W.E. Hartman and Glen Hartman, Managing Members, ("Eagle Land"), successor-in-interest to Plaintiff Carson W. Newton ("Newton"), and Defendant Tahoe Regional Planning Agency ("TRPA") amend the Stipulation for Entry of Judgment and Judgment for Dismissal with Prejudice, filed January 30, 1991, in Newton v. TRPA, Case No. 18435, in the Ninth Judicial District Court of the State of Nevada as follows:

Eagle Land and TRPA stipulate as follows:

FACTS

1. That TRPA adopted an amended regional plan, effective July 1, 1987, pursuant to Article VI(a) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, N.R.S. 277.200).

2. That Newton filed suit against TRPA on August 28, 1987, alleging, among other things, that the 1987 Regional Plan resulted in the inverse condemnation of Newton's property in Roundhill, Douglas County, Nevada, APNs 05-220-02 and 05-220-03, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

3. That TRPA disputed the complaint and filed a motion to dismiss.

4. That TRPA and Newton conducted lengthy and complex settlement negotiations in order to avoid costly and time-consuming litigation.

5. That on November 15, 1989 and December 19, 1990, the

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TRPA Governing Board and Newton agreed to stipulate to dismissal of the suit on the terms and conditions set forth in the above-referenced Stipulation for Entry of Judgment filed January 30, 1991 (hereafter "1991 Stipulation").

6. That in 1992, Newton declared bankruptcy pursuant to Chapter 11 of the Bankruptcy Code and that the subject parcels were then assets of the bankruptcy estate.

7. That on March 1, 1996, the subject parcels were acquired by Eagle Land, successor-in-interest to Newton, pursuant to a bid accepted by the trustee of the Newton Liquidating Trust, Lee Bergstrom. As successor-in-interest to Newton, and in order to amend the deadlines set forth in the 1991 Stipulation, which deadlines were suspended during the pendency of the bankruptcy action, Eagle Land and TRPA amend the terms of the 1991 Stipulation as follows:

AGREEMENT

8. TRPA and Eagle Land agree that Newton filed applications for the permitted density of one single family dwelling and an accessory secondary residence per parcel, for a total of four residences, two per parcel. The applications were filed no later than December 31, 1989 and included four 1989 residential allocations issued by Douglas County on or before July 1, 1989. The applications included a boundary line adjustment, which did not increase the number of existing parcels, and the resultant parcels are proposed to be no less than one acre in size. Further, Eagle Land and TRPA agree that Newton submitted floor plans and elevations for the four residences by July 1, 1991.

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9. Eagle Land and TRPA agree that Eagle Land shall have until October 15, 1999 within which to submit revised floor plans and elevations for the above-referenced residences, and to commence construction on each of the primary residences. It is understood and agreed that review by TRPA of such revised plans may take up to one year. Eagle Land acknowledges that failure to submit revised plans prior to October 15, 1998 may result in its inability to meet the October 15, 1999 construction deadline and that failure to submit revised plans in time for TRPA review and approval prior to the October 15, 1999 deadline shall not be cause for extension of the October 15, 1999 deadline.

10. TRPA shall review the applications in accordance with its regional plan, ordinances and rules of procedure, and, if appropriate, approve the applications, with or without conditions. TRPA may require additional information in the course of reviewing the residential applications.

11. Eagle Land and TRPA agree that the four residences, and any and all accessory structures, shall be constructed within land capability districts 4, 5, 6 or 7 as depicted on the map attached hereto as Exhibit B and incorporated herein by reference. Eagle Land and TRPA further agree that the attached map accurately and finally delineates the land capability districts of the parcels.

12. Eagle Land and TRPA agree that there are two alternative building sites: Bourne Lake site and Paiute Drive site, as depicted on Exhibit B. The residential applications shall be consistent with these alternative sites and the permitted density.

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13. Eagle Land and TRPA agree that access to the proposed building sites at Bourne Lake shall generally follow the existing unimproved road shown on the map (Exhibit B) and that any additional coverage needed for the improvement of the access shall be provided by replacement of existing coverage in accordance with Chapter 20 of the TRPA Code.

14. Eagle Land and TRPA agree that the allowed base coverage for the parcels, pursuant to subparagraph 20.3.D(2)(a)(iii) of the TRPA Code, is 332,187 square feet. Eagle Land and TRPA further agree that, as a condition of settlement, Eagle Land shall permanently retire 101,077 square feet of land coverage and that the maximum amount of land coverage permitted on the two parcels shall not exceed 231,110 square feet. The retirement of land coverage shall be evidenced by deed restrictions recorded against both parcels, which restriction shall also assure that, for purposes of future land coverage calculations, the two parcels shall be treated as if merged into one parcel.

15. Eagle Land and TRPA agree that, if the primary residences are constructed pursuant to this settlement agreement and the 1989 residential allocations, then Eagle Land may be permitted to construct residential accessory uses within land capability districts 4, 5, 6, or 7 as delineated in Exhibit B, in accordance with the ordinances in effect at the time any such permit is issued, subject to the land coverage limitations set forth above, as follows:

one secondary residence,  
garage for primary residence,  
garage for secondary residence,  
workshop/maintenance building,

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garage for snow removal and other maintenance equipment,  
personal property storage building,  
boat storage building,  
horse stable and corral,  
dog run and dog shelter structure,  
outdoor patio with cooking facilities and partial or  
complete overhead cover,  
swimming pool with locker room facilities,  
food service facilities and maintenance and operations  
structure,  
gazebo,  
observation deck or patio,  
tennis court with locker room and food service facilities  
and  
maintenance and storage structure.

16. In the event Eagle Land fails to construct the primary or secondary residences pursuant to the 1989 allocations, any future permits for such primary residences or accessory residences or uses, as the case may be, shall be subject to the ordinances in effect at the time permits are issued for the residences or accessory residences or uses.

17. Eagle Land and TRPA agree that Newton submitted a proposed plan no later than March 1, 1991 for the installation of Best Management Practices (BMPs) on the parcels. The proposed BMP plan shall be reviewed by TRPA and approved, with or without modifications. Eagle Land and TRPA further agree that Newton posted a \$150,000 security by January 18, 1991, to insure implementation of the BMP plan. The security bond has been continuously renewed and is now set to expire on January 18, 1996. Eagle Land and TRPA further agree that, within 30 days after approval of the BMP retrofit plan, the required security shall be adjusted to an amount equal to 110 percent of the estimated cost of the approved BMP plan, and either an additional security shall be posted or a refund shall be paid, as the case may be. Eagle Land shall post a replacement bond in

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the amount of \$150,000 prior to expiration of the above-referenced Newton bond. The entire security shall be refunded upon complete implementation of the approved BMP plan.

18. To offset the absence of BMP retrofit work in the 1990 building season, Newton contributed, 60 days after dismissal of this action, \$15,000 to the TRPA water quality mitigation fund for Douglas County. To offset the delay caused by the bankruptcy action, the BMP plan shall include a two-year schedule for implementation such that, with the exception of the residential improvements, 75 percent of the BMP plan shall be implemented during the 1996 building season (May 1, 1996 to October 15, 1996) and the remaining 25 percent shall be implemented during the 1997 building season (May 1, 1997 to October 15, 1997). The result of the foregoing schedule is that the BMP retrofit shall be completed no later than October 15, 1997. The access to the Bourne Lake site shall not be required to be retrofitted with BMPs until construction commences on the residence or residences at said site.

19. With the exception of the high capability areas to be developed for residential purposes, the parcels shall be maintained in a natural state, subject to Best Management Practices for forest health and management and permitting requirements. The remaining portions developed for residential uses may be landscaped in accordance with the TRPA Code of Ordinances.

20. Nothing in this agreement shall be construed to exempt Eagle Land from the normal and customary review procedures of TRPA and the TRPA regional plan and ordinances.

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21. This settlement may be amended, in writing, by agreement of Eagle Land and TRPA.

22. Newton and TRPA agreed to each pay their own attorney's fees and costs in connection with the litigation and agreed to waive any appeal from the 1991 Stipulation.

23. Eagle Land and TRPA agree to act in good faith with respect to the implementation of this amended stipulation for settlement and future requests, if any, for amendment. This amended stipulation shall be recorded against both parcels within 30 days of its execution by the parties to give subsequent purchasers notice of the matters contained therein.

24. Eagle Land hereby waives any and all constitutional claims it may have regarding the enforceability of the 1991 Stipulation or this amended stipulation, and acknowledges that it had the opportunity to have this agreement reviewed by an attorney and said waiver is a knowing and intentional one.

25. This agreement shall not be severable and should any provision be declared unconstitutional or unenforceable for any reason, the entire agreement shall be null and void.

Dated this 6<sup>th</sup> day of March, 1996.

TAHOE REGIONAL PLANNING AGENCY

By: James W. Baetge  
James W. Baetge  
Executive Director

Dated this 29 day of Feb, 1996.

EAGLE LAND, L.C.C

By: W.E. Hartman or Glen Hartman  
W.E. Hartman or Glen Hartman,  
Managing Members

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CONFIRMED COPY  
HAS NOT BEEN COMPARED  
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NO OFFICIAL RECORDS OF  
BOULDER COUNTY, NEVADA

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LINDA SLATER  
RECORDER

\$ PAID DEPUTY

CONFIRMED COPY  
HAS NOT BEEN COMPARED  
TO THE ORIGINAL

COPY

REQUESTED BY

Scarpello + Allins

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

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