

WHEN RECORDED RETURN TO:

JAMES, DRIGGS, WALCH, SANTORO
KERNEY, JOHNSON & THOMPSON
3773 Howard Hughes Parkway, Suite 290N
Las Vegas, Nevada 89109
Attention: J. Douglas Driggs, Jr., Esq.

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN. FIRST AMERICAN TITLE COMPANY OF NEVADA

DECLARATION OF RESTRICTIONS

THIS DECLARATION (the "Declaration") is made this 1st day of July, 1999, by Douglas P. Rastello and Debbie M. Rastello ("Declarant").

I.

Recitals

1.01 Real Property. Declarant is the owner of certain real property located in Douglas County, Nevada, more particularly described in Exhibit "A" attached hereto (the "Residential Property"). Declarant is also the owner of certain real property located in Douglas County, Nevada, adjacent to the Residential Property, on which a residence and certain other improvements (the "Improvements") and vegetation (the "Vegetation") currently exist, which property is more particularly described in Exhibit "B" attached hereto (the "Property"). Declarant desires to provide for the restriction of improvements and vegetation on the Property that restrict or interfere with the view of the Property.

1.02 Covenants Running With The Land. This Declaration shall run with the Property and all parts and parcels thereof and shall be binding on all parties having any right, title, or interest in the Property and their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of the owner of the Residential Property. Each of the limitations, easements, uses, obligations, covenants, conditions, and restrictions imposed hereby shall be deemed to be and construed as equitable servitudes enforceable by any of the owners of any portion of the Residential Property.

II

Restrictions

2.01 Improvement and Vegetation Restrictions. No: (a) buildings, walls, fixtures, utility, telephone or television facilities, or other improvements; (b) vegetation or other natural objects; or (c) vehicles, equipment, personal property or any other type or kind of object whatsoever, whether permanent or temporary, shall be constructed, placed, planted or otherwise maintained on the Property that in any way obstruct, diminish, or otherwise restrict or interfere with, the view of the Residential Property in excess of that resulting from the Improvements and Vegetation existing as of the date hereof.

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III.

General Provisions

3.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run for fifty (50) years, and shall automatically renew for successive fifty (50) year periods so long as the Residential Property is being used for residential or commercial purposes upon the termination of each fifty (50) year period.

3.02 Amendment. No amendment of this Declaration shall be effective unless adopted by Declarant and the owner of the Property. Every amendment of this Declaration must be recorded in the Official Records of the Douglas County Recorder, and no amendment of this Declaration shall be effective until executed and so recorded.

3.03 Enforcement. Declarant shall have the right to enforce, by any proceeding at law or in equity and including arbitration proceedings and other forms of mediation, all of the restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration against the Property and the owners thereof. Declarant shall have the right to enforce, by any proceeding at law or in equity and including arbitration proceedings and other forms of mediation, all of its rights and privileges under this Declaration against the Property and the owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. Each remedy provided by this Declaration is cumulative and not exclusive.

3.04 Nonwaiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision herein.

3.05 Attorneys' Fees. In the event either party engages legal counsel or takes any legal action to enforce the provisions of this Declaration, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees, incurred in connection therewith.

3.06 Notices. Any notice or communication to be given under the terms of this Declaration shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, or registered or certified mail, return receipt requested. Notice shall be effective: (a) if personally delivered, when delivered; (b) if by facsimile, on the day of transmission thereof on a proper facsimile machine with confirmed answerback; (c) if by overnight delivery, the day after delivery thereof to a reputable overnight courier service; and (d) if mailed, at midnight on the third (3rd) business day after deposit in the mail, postage prepaid. Notices shall be addressed to the Declarant or the owner of the Property at the address of the Residential Property and Property respectively. Such address may be changed from time to time by notice to the other party.

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3.07 Construction.

(a) **Restrictions Severable.** Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(b) **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

(c) **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the Sections or Articles hereof.

3.08 State Law. The provisions of this Declaration shall be governed and interpreted according to the laws of the State of Nevada. Jurisdiction and venue for any dispute arising under this Declaration shall be exclusively in the state and federal courts in Douglas County, Nevada, and each owner of the Property and the Residential Property consents to such jurisdiction and venue.

3.09 Successors and Assigns. This Declaration and the covenants and restrictions created hereby shall inure to the benefit of and be binding upon the Declarant and owner of the Property and their successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if Declarant or other owner sells all or any portion of its interest in the Property or Residential Property, such person shall thereupon be released and discharged from any and all obligations in connection with the property sold by it arising under this Declaration after the sale and conveyance of title, but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new owner of any such property or any portion thereof shall be liable for all obligations arising under this Declaration with respect to such property or portion thereof after the date of sale and conveyance of title.

3.10 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any person to terminate this Declaration, but such limitation shall not affect any matter or any other rights or remedies which such person may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any person whose title is acquired by foreclosure, trustee sale, or otherwise.

3.11 Default. A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days from receipt of written notice from any other party to this Declaration specifying the particulars on which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of the thirty (30) days, has rectified the particulars specified in the notice of default. However, such person shall not be deemed to be in

default if such failure cannot be rectified within the thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

Dated as of the date set forth above.

DECLARANT

Douglas P. Rastello
Douglas P. Rastello

Debbie M. Rastello
Debbie M. Rastello

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On the 1 day of March, 2000, before me, a Notary Public in and for said County and State, personally appeared Douglas P. Rastello, who acknowledged to me that he/she executed the within instrument.

WITNESS my hand and official seal.



Karen Pawloski

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On the 1 day of March, 2000, before me, a Notary Public in and for said County and State, personally appeared Debbie M. Rastello, who acknowledged to me that he/she executed the within instrument.

WITNESS my hand and official seal.



Karen Pawloski

Exhibit "A"

The Residential Property

Lot 76, In block D, as shown on the second amended map of Glenbrook Subdivision Unit No. 2, filed for record in the office of the County Recorder, Nevada on January 30, 1980, in book 180, Page 1512, as document No. 41035, of the official records of Douglas County, Nevada. The residential property has the address of 1964 Glenbrook House Road, Glenbrook, Nevada 89413.

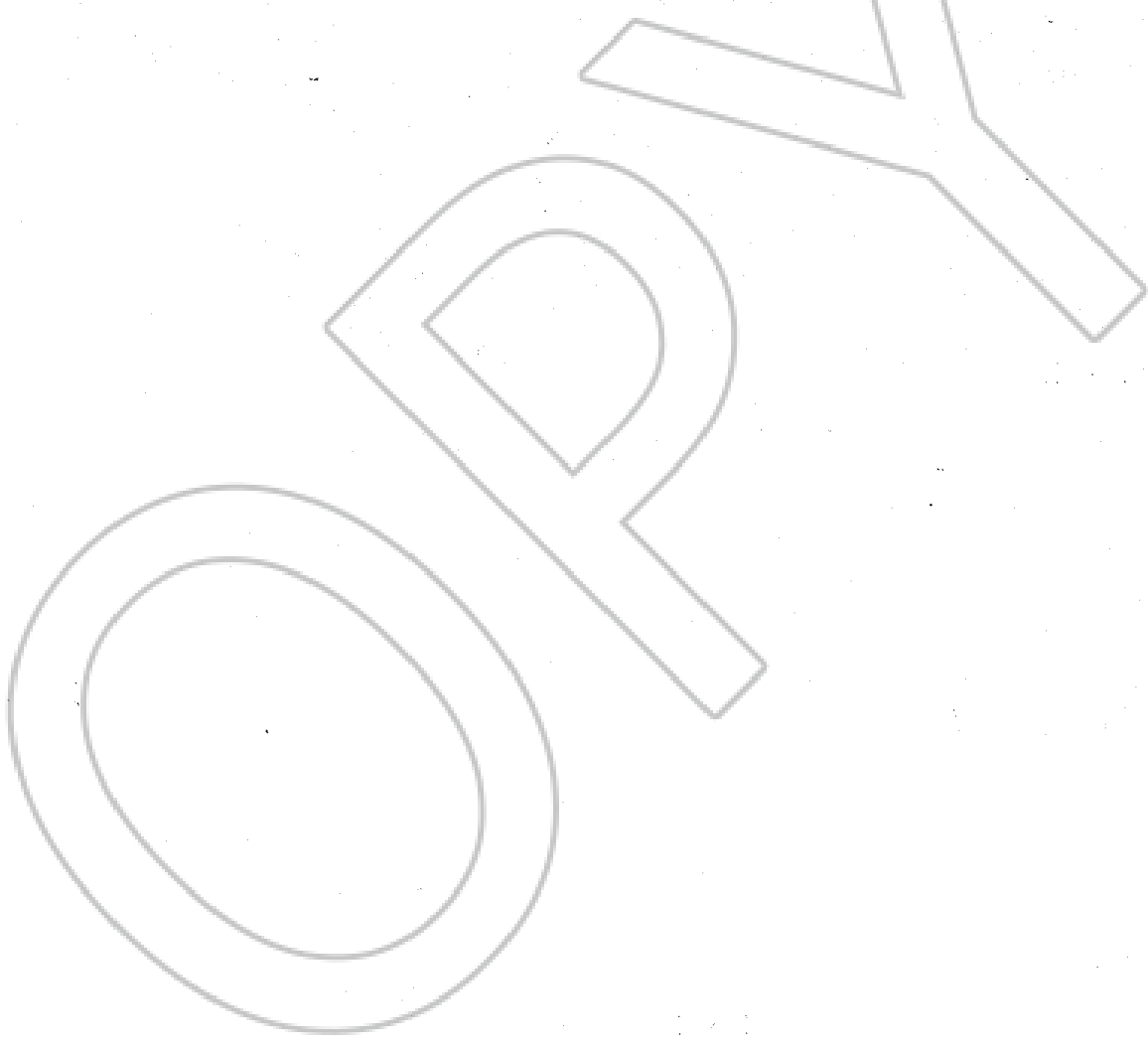
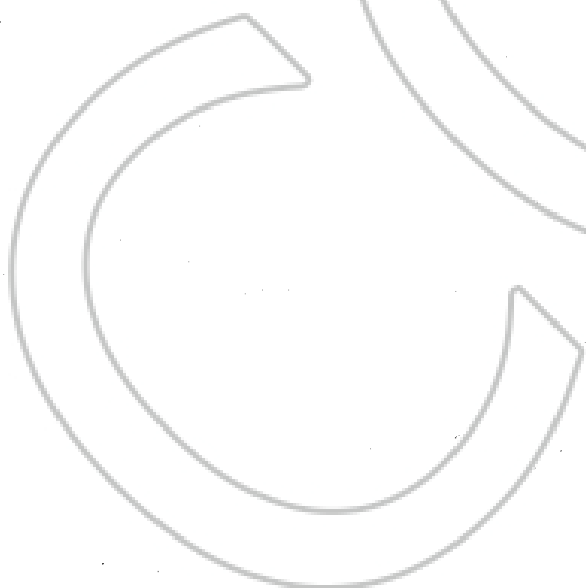


Exhibit "B"

The Property

Lot 75, In block D, as shown on the map of Glenbrook Unit No. 2B, filed in the office of the Recorder of Douglas County, Nevada, on May 26, 1978, and also as shown on the amended plat of Glenbrook Unit No. 2, filed in the office of the recorder of Douglas County, Nevada, on October 13, 1978, and as shown on the second amended map of Glenbrook Unit No. 2, filed on January 30, 1980, as document No. 41035, Douglas County, Nevada, records. Said premises being more fully set forth on that amended record of survey recorded September 2, 1993 in Book 993, at page 394, As document no. 316757. The property has the address of 1966 Glenbrook House Road, Glenbrook, Nevada 89413.

COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.

**IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA**

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LINDA SLATER
RECORDER

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