

WHEN RECORDED MAIL TO:

RICHARD A. HARRINGTON
908 HAROLD DR #1
INCLINE VILLAGE, NV 89451

MAIL TAX STATEMENTS TO:

RICHARD A. HARRINGTON
908 HAROLD DR #1
INCLINE VILLAGE, NV 89451

A.P.N. 1320-29-410-010

#87789-SLG

GRANT, BARGAIN & SALE DEED
(RESTRICTIVE COVENANT)

R.P.T.T. \$ 397.80

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WILLIAM R. TOMERLIN and MARSHA L. TOMERLIN, as co-trustees of The William R. Tomerlin Trust dated August 11, 1976 and subsequent amendments thereto and as reinstated in the Tomerlin Trust dated January 31, 1994 ("Grantor"), does hereby grant, bargain transfer and sell to RICHARD A. HARRINGTON and MARIA E. HARRINGTON, joint tenants with right of survivorship, ("Grantee") all of its right, title and interest in and to the following real property, situated in the County of Douglas, State of Nevada, more particularly described as follows:

Lots 1, 2, 3, 4 and 5, in Block A, of AMENDED MAP OF WEST ADDITION OF THE TOWN OF MINDEN, Douglas County, Nevada according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 5, 1915.

A.P.N. 1320-29-410-010

TOGETHER WITH all water rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits thereof.

This conveyance is made and accepted subject to and upon the following RESTRICTIVE COVENANT CONDITION which shall apply to and be binding upon the land, the grantee, its heirs, devisees, executors, administrators and assigns:

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The premises shall not be occupied or utilized for the conduct of real estate sales, or any purposes related thereto for a period of 10 years or the day of JANUARY, 2013. The restrictive covenant condition herein shall attach to, bind and run with the land and all titles to and estates in the same, and every owner and occupant of the same; provided however, that said restriction, covenant, and condition shall in all respects terminate and be of no further effect, either legal or equitable, on and after the day of JANUARY, 2013. It is further provided, declared and agreed that should a breach or violation of said restriction, covenant, or condition occur, grantor, or any person or persons, may prosecute any proceedings at law or equity against the land, person or persons infringing, breaching or violating said covenant, condition or restriction, and be entitled to recover damages, attorneys fees and costs for same. Grantee, by acceptance of the conveyance herein, agrees to be bound by the subject restriction, covenant and condition, and to enforce same in any future conveyance, assignment or alienation of the subject lands whether occurring by purchase, sale, foreclosure, inheritance or devise in any manner; and further acknowledges and agrees that the said covenant is binding upon and runs with the land.

DATED: 1/27/03

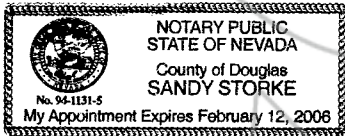
William R. Tomerlin, Trustee
WILLIAM R. TOMERLIN, TRUSTEE

Marsha L. Tomerlin
MARSHA L. TOMERLIN, TRUSTEE

State of Nevada)
County of)

The above-instrument was acknowledged before me this 27 day of January, 2003.

Sandy Storke
Notary Public



COPY

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

2003 JAN 28 PM 4:35

WERNER CHRISTEN
RECORDER

\$ 16.00 PAID *Kg* DEPUTY

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**PAGE # 11884 NOT
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