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Recording requested by:
John Serpa

When recorded mail to:
John Serpa
c/o Tahoe Property Consultants
P.O. Box 456
Zephyr Cove, NV 89448

REQUESTED BY
Tahoe Property Consult.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JUN -3 PM 2:46

WERNER CHRISTEN
RECORDER

\$ *24.00* PAID *BL* DEPUTY

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KINGSBURY ESTATES**

COOPER

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KINGSBURY ESTATES**

This Declaration is made by JOHN C. SERPA (hereinafter "Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in the County of Douglas, State of Nevada, consisting of three parcels commonly known as Douglas County Assessor's Parcel Nos. 1318-26-501-002 ("Parcel A"), 1318-26-501-003 ("Parcel B"), and 1318-26-501-001 ("Parcel C"), and more particularly described in the attached Exhibit A (the "Property").

The grant deed conveying Parcels A, B and C was recorded on September 17, 2001, as Document No. 0522915 in the Douglas County Recorder's Office. The legal description of Parcel A is set forth in Exhibit "A" to the grant deed, and the legal descriptions of Parcels B and C are set forth and combined in Exhibit "B" to the grant deed.

B. The Property is located in the Tahoe Region as described in the Tahoe Regional Planning Compact (P.L. 96-551, State. 3233, 1980), which region is subject to the regional plan and the ordinances adopted by the TRPA pursuant to the Tahoe Regional Planning Compact.

C. Declarant received approval from the TRPA on December 31, 2003, for a boundary line adjustment between Parcels A, B, and C, subject to certain conditions contained on said approval (TRPA File No. 20020759), including a condition that Declarant record a deed restriction including reciprocal easements for access and utilities; identifying the maximum allowable coverage for the project area and the total amount of coverage allocated to each Parcel; identifying the maximum number of residential units permitted within the project area and the number of residential units allocated to each Parcel; and proving for maintenance of the access road and associated TRPA Best Management Practices ("BMPs").

D. It is the desire and intention of the Declarant to develop the Property and to subject the Property to certain easements, protective covenants, conditions, and restrictions as set forth in this Declaration, all of which are for the benefit of all portions of the Property and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and all of which shall run with the Property and be binding upon all parties having or acquiring any right, title, or interest to the Property, or any part thereof, their heirs, successors, and assigns, and shall enure to the benefit of each owner thereof.

E. It is further the intention of the Declarant to sell and convey to the Owners unimproved building sites, subject to this Declaration, and grants of easement rights, rights of way, maintenance obligations and equitable servitudes between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the development, sale and use of the Property.

DECLARATION

1.0 Definitions. As used herein, the terms hereinafter set forth (whether or not the initial letters thereof are capitalized) shall have the meanings set forth adjacent to them.

1.1 "Common Area". The access road, entry gate, snow storage areas, trash storage areas, and areas related thereto for drainage and BMPs, as described in Exhibit B and depicted on Exhibit C attached hereto.

1.2 "Common Expenses". Costs and expenses of constructing, maintaining, operating, and in the event of loss, damage or destruction, restoring and/or replacing, all portions of the Common Area and all improvements thereon in good and safe condition, including, without limitation, the cost of trash storage and removal, snow removal, maintenance of the access road, and trash storage area, BMPs, and all utilities

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and services that are furnished to or used upon the Common Area and not separately metered to the individual Parcels. Notwithstanding the foregoing, Declarant shall be responsible for constructing and installing the entry gate, and the Owners shall be responsible for its maintenance and operation thereafter.

1.3 "Deed of Trust" and Trust Deed". Any deed of trust or mortgage encumbering the Property or any part thereof.

1.4 "Development". The entire Property, together with all structures and improvements thereon and to be erected thereon.

1.5 "Owner". A holder of record title to a lot. If a lot, including any and all improvements to that lot, is sold under a recorded contract of sale, the contract purchaser, rather than the fee owner, shall be considered the owner. "Owner" does not include any party having an interest in the Property merely as security for the performance of an obligation.

1.6 "Parcel". Any one of the three (3) Parcels in the Development.

1.7 "Person" and "Party". A natural person, a partnership, a corporation, a trust, an estate, or other legal entity.

As used herein, the singular and plural numbers each include the other, and the masculine, feminine and neuter genders each include the others.

2.0 Development of the Property.

2.1 Land Coverage. The maximum allowable land coverage for the project area shall be 119,994 square feet. The total amount of land coverage allocated to each Parcel is as follows:

	<u>SEZ</u>	<u>CAF</u> <u>Class 1a</u>	<u>CAE</u> <u>Class 2</u>	<u>CAD</u> <u>Class 4</u>	<u>Class 6</u>	<u>Total</u>
Parcel A	455	752	0	10,978	51,199	63,384
Parcel B	0	4,701	0	18,735	10,641	34,077
Parcel C	<u>179</u>	<u>2,184</u>	<u>835</u>	<u>8,679</u>	<u>10,606</u>	<u>22,483</u>
Total	634	7,637	835	38,392	72,446	119,944

2.2 Residential Units. A maximum of five (5) residential units of use (as that term is defined in TRPA's Code of Ordinances) shall be permitted within the project area. The number of residential units allocated to each Parcel is as follows:

Parcel A	2 residential units
Parcel B	2 residential units
Parcel C	1 residential unit

2.3 Parcels. The Development shall consist of three (3) Parcels to be sold to Owners for the sole purpose of developing one (1) single-family residence on each of the three Parcels, and one (1) guest residence structure on Parcel A and one guest residence structure on Parcel B. The Development shall also consist of the Common Areas, in which the Owner of each Parcel shall have an undivided one-third (1/3) interest.

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2.4 Construction and Development.

2.4.1 Each Owner shall construct on each Parcel one (1) single-family residence of not less than four thousand (4,000) square feet in size. In addition to the main residence located on Parcels A and B, the Owner of Parcel A and the Owner of Parcel B may also construct a guest residence structure on their respective Parcels of not less than one thousand five hundred (1,500) square feet, so long as such construction meets and complies with any and all applicable governmental laws, statutes and/or regulations.

2.4.2 Each single family residence, and any and all secondary structures, constructed in the Development shall be constructed of only the finest and highest quality wood, stone work or other natural materials. Any fences constructed on a Parcel must be constructed of wood, stone and/or wrought iron. All fences shall be a "good neighbor" fence, meaning the same visual appearance from both sides of the fence.

2.4.3 Construction on each individual structure shall take no longer than three (3) years from the commencement of construction. A majority of owners may consent to an extension of this time frame, which consent shall not be unreasonably withheld.

2.5 Setbacks. All structures constructed on the Parcels will be constructed at least twenty feet (20') feet from all common roadways and at least ten feet (10') feet from any and all property boundaries. The ten-foot property boundary setback shall not apply to the southerly boundary of Parcel C adjacent to property owned by the United States Forest Service and/or the Nevada Division of State Lands.

2.6 Severance of Common Interests. The interest in the Common Area associated with each Parcel is permanent in character and cannot be separated from the Parcel with which it is associated. The undivided interest in the Common Area and the Parcel with which it is associated shall not be conveyed separately from one another, and each such undivided interest shall be deemed to be conveyed or encumbered together with the Parcel with which it is associated, even though the description in the instrument of conveyance or encumbrance may refer only to the Parcel.

3.0 Occupancy and Use of Property

3.1 Residential Use. No Parcel may be occupied or used other than as a private single-family residence and guest house. An Owner of Parcels A or B may construct a guest house prior to the single-family residence.

3.2 Right to Lease. No single-family residence, or any other structure constructed on any Parcel shall, be rented or leased for any period less than one hundred eighty (180) days. Subject to the foregoing restriction, each Owner shall have the right to lease their property, provided that the lease shall be in writing and shall expressly provide that the rights of the parties thereunder shall be governed by the covenants, conditions and restrictions contained in this Declaration.

3.3 Common Area Use. Each Owner, his immediate family and his guests shall have the right to use the Common Area in accordance with the provisions hereof, provided that if a Parcel should be leased, subject to the restrictions established in Section 3.2, the tenant, rather than the Owner of such Parcel, and the tenant's immediate family and guests shall have the right to use the Common Area in accordance with the provisions hereof, and the right of the Owner, his family and his guest, to use the Common Area shall be suspended so long as the lease of such Parcel shall continue in effect.

3.4 Nonresidential Use. No professional, commercial or other nonresidential activity (other than construction, improvement, maintenance and repair of the development) shall be carried on or permitted on the Property.

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3.5 Obstruction of Common Area - Storage. There shall be no obstruction of the Common Area. Nothing shall be stored in the common area except with the written consent of the Owners.

3.6 Hazardous Activities - Substances. Nothing shall be done or kept on the Development which will increase the rate of insurance on any improvement on the Development or which would be in violation of law.

3.7 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or permitted to be in or upon the Development, except that not more than a total of two dogs, two cats and two birds may be kept at any Parcel as household pets. A dog belonging to any Owner may be on the Development outside such Owner's Parcel only if such dog is on a leash and under the Owner's control.

3.8 Waste. No waste shall be committed or permitted upon any part of the Development.

3.9 Nuisances. No noxious, illegal, noisy or otherwise offensive activity shall be carried on in or upon any part of the Development, nor shall anything be done therein or thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of any Owner.

3.10 Vehicle Restrictions. No trailer, camper, mobile home, recreation vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, machinery, boat, snowmobile or other equipment shall be permitted to be stored overnight, outside of any Parcel located within the Development that is visible from the Parcels in the Development. Sedans and standard size pickup trucks which are used both for business and personal use shall not be regarded as commercial vehicles. No noisy or smoky vehicles shall be operated in the Development. No off-road unlicensed motor vehicles shall be operated in the Development. No automobile or other motor vehicle shall be parked in the Common Area except in a space designated for such use on the subdivision map or in the portion of the restricted Common Area associated with any unit which is in front of such unit's garage, all in accordance with the provisions this Section 3.10.

3.11 Power Equipment and Car Maintenance. No power saw which creates unreasonable noise and/or pollution shall be used in the Development by any occupant of any Parcel, and no hobby shop or car maintenance (other than emergency work) shall be permitted in the Development.

4.0 Easements

4.1 Encroachments. Each Parcel is hereby declared to have an easement over all adjoining Parcels and the Common Areas for the purpose of accommodating any encroachment due to minor engineering errors, minor errors in original construction or reconstruction, repair, settlement, shifting, or movement of buildings, or any other cause. There shall be easements for the maintenance of such encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by such encroachment, settlement or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of any Owner if such encroachment occurred due to the intentional conduct of such Owner. In the event a structure is partially or totally destroyed and then repaired or rebuilt, minor encroachments over adjoining Parcels and the Common Area shall be permitted, and there shall be easements for the maintenance of such encroachments so long as they shall exist. In units where air-conditioning equipment is installed, an easement over the Common Area into which the air-conditioning equipment encroaches shall exist for the purpose of maintenance, replacement, and repair of such equipment.

4.2 Reciprocal Easements.

4.2.1 Access; BMPs. Declarant hereby dedicates and grants to the Owners of each Parcel a non-exclusive easements in, over, and across each Parcel and the Common Area for placement of

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an entry gate and ingress to and egress from each Parcel and for implementation of BMPs as described in Exhibit B and depicted as "Access Easement" on Exhibit C attached hereto. Declarant further dedicates and grants to TRPA and its designee a non-exclusive easement in, over, and across each Parcel and the Common Area for ingress and egress to Edgewood Creek for the purpose of environmental improvement projects; provided, however, that TRPA shall give twenty-four (24) hours notice to the Owners prior to entering any Parcel and provided that any such environmental improvement project does not unreasonably interfere with the use and/or quiet enjoyment of the Property. The area of the easement granted to TRPA shall extend twenty-five feet (25') from the center of the flowline of Edgewood Creek.

4.2.2 Utilities. Declarant hereby dedicates and grants to the Owners of each Parcel a non-exclusive easement under and over each Parcel and the Common Area in the location of the Access Easement for installation, maintenance and repair of each and every utility and service required for the development of the Parcels, including but not limited to electricity, gas, water, sewage, telephone and television service, provided, however, that the use of such easement shall not result in damage to improvements or landscaping unless adequate compensation is made therefor.

4.2.3 Snow and Garbage Storage. Declarant hereby dedicates and grants to the Owners of each Parcel a non-exclusive easements in, over, and across each Parcel and the Common Area for snow removal and storage and trash storage as described in Exhibit B and depicted on Exhibit C attached hereto. Each Owner shall be responsible for assuring his or her individual trash containers are left each week for pick up at the common trash storage area.

4.2.4 Modification of Access Easement. Declarant acknowledges that the area of the Access Easement adjacent to the Eastern and Southern boundaries of the project are estimates and that the Access Easement as constructed may incorporate less area. Accordingly, Declarant hereby reserves to the Owners the right to modify the area of the Access Easement upon completion of construction of the utilities and roadway for purposes of reducing the area of the Access Easement to reflect the actual size and location of the road. If the Owners exercise their right under this subsection 4.2.4, an amendment to this Declaration shall be signed and acknowledged by the Owners and recorded with a revised legal description of the new access easement and a plat map depicting the area of the new access easement.

4.3 Secondary Easements. The easements granted herein include incidental rights of construction, maintenance, repair and replacement, necessary for the Owners' use and enjoyment of the easements.

4.4 Costs of Improvements and Maintenance of Easements.

4.4.1 The Owner of the first Parcel to be improved with a single family residence or guest residence (the "First Developing Owner") shall select the contractors responsible for constructing and maintaining the Common Areas, including, without limitation, for construction and maintenance of the access road, snow storage area, trash storage area, maintenance of the entry gate, and implementation of BMPs, and contractors for snow and trash removal. The contractors selected by the First Developing Owner may be replaced by the written consent of a majority of the Owners.

4.4.2 Each Owner shall be and remain responsible for paying one-third (1/3) of all Common Expenses, including, without limitation, the cost of trash storage and removal, snow removal, maintenance of the road, entry gate, BMPs, and trash storage area, and all utilities and services that are furnished to or used upon the Common Area and not separately metered to the individual Parcels. To the extent practicable, all utilities and services that are furnished to or used in the individual Parcels shall be separately metered and/or charged to the Owners of such Parcels. If any utilities and services are not separately metered or charged to the Owners of the individual Parcels, then the First Developing Owner is hereby assigned as the representative of the Owners to receive and pay invoices for Common Expenses, and

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the Owners of the other Parcels shall, within thirty (30) days of receipt of written notice to pay, reimburse the First Developing Owner their proportionate share of such invoice.

4.4.3 All new utility service shall be underground. Upon completion of construction of either a new single-family residence or guest house upon a Parcel, the existing overhead electrical service shall be removed. Nothing herein shall prevent the Owner of Parcel A from securing utilities from either Kingsbury Grade or Granite Springs Road or Easy Street at the sole cost and expense of the Owner of Parcel A. Utility costs from Easy Street shall be divided in one-third (1/3) shares for Parcels A, B and C.

4.4.4 In the event an Owner fails to pay his, her, or its one-third (1/3) share of the Common Expenses, any other Owner shall have the right to pay all or part of such Common Expenses, and thereafter seek reimbursement from the non-paying Owner of the non-paying Owner's proportionate share of such Common Expenses. Any Owner who fails to pay, within thirty (30) days of receipt of written notice to pay, his or her proportionate share of any Common Expenses, shall pay to the Owners entitled to reimbursement double the amount of the Common Expense such non-paying Owner fails to pay, in addition to interest on such amount equal to twenty-five percent (25%) per annum (the "Default Amount"). It is hereby declared that it would be impractical or extremely difficult to fix actual damages incurred by the Owners entitled to reimbursement; that the Default Amount shall constitute liquidated damages payable to the Owners entitled to reimbursement; the payment of the liquidated damages shall constitute the exclusive remedy of the Owners entitled to reimbursement; and payment of such sum as liquidated damages is not intended as a forfeiture or penalty within the meaning of Nevada law, but instead, is intended to constitute liquidated damages to the Owners entitled to reimbursement.

5.0 Miscellaneous

5.1 Invalidity of any Provision. Should any provision of this Declaration be declared invalid under applicable law, all other provisions hereof shall remain unaffected and in full force and effect.

5.2 Owners' Compliance; Enforcement. Each Owner, tenant and occupant of a Parcel shall comply with the provisions of this Declaration as lawfully made in accordance with this Declaration and failure to comply therewith shall be grounds for legal action to recover sums due for damages or for injunctive relief. Each Owner has the right to enforce, by any proceeding at law or in equity, subject to Section 5.6, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration, including, without limitation, the Owners' obligations to pay Common Expenses. Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

5.3 Notices. Any notice permitted or required by this Declaration shall be in writing and shall be delivered either personally or by mail. If delivery of a notice is by mail, notice shall be deemed to have been given seventy-two (72) hours after such notice has been deposited in a United States post office, with first-class postage prepaid, addressed to the person to whom such notice is to be given at the address of the Parcel owned by the Owner.

5.4 Titles. All titles used in this Declaration, including those of sections and subsections, are intended solely for convenience of reference, and the same shall not affect that which is set forth in such articles, sections and subsections or any of the terms or provisions of this Declaration or the meaning thereof.

5.5 Arbitration; Venue. Any controversy or claim arising out of or relating to this Declaration, or the making, performance or interpretation thereof, shall be settled by arbitration in Douglas County, Nevada, in accordance with Nevada Uniform Arbitration Act of 2000, NRS 38.206 *et seq.*, including rights to discovery. The arbitration award shall be final, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

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5.6 Governing Law. This Declaration shall be interpreted and governed by the laws of the state of Nevada.

5.7 Attorney Fees. If any Owner or any assignee of any Owner hereunder shall bring an action in any court or initiate arbitration proceedings to resolve any controversy or claim arising out of or relating to this Declaration, including, without limitation, collection of Common Expenses, or the making, performance or interpretation thereof, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney fees and all costs and expenses in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

5.9 Covenant Run With the Land. This Declaration and each covenant and condition contained herein (whether affirmative or negative) are made for the mutual and reciprocal benefit of Parcels A, B and C and shall be deemed a covenant running with the land or an equitable servitude, as the case may be, and shall constitute benefits and burdens to Parcels A, B and C and shall be binding on the Declarant, the Owners and their successors and assigns and all persons acquiring or owning any interest in the properties.

5.10 TRPA Beneficiary. Section 2.1, 2.2, 4.2.1, 4.2.2, and 4.4.2 of this Declaration may not be revoked or modified without the prior express written and recorded consent of the Tahoe Regional Planning Agency or its successor party, if any, except as set forth in Section 4.2.4. The Owners may modify or amend any other provision of this Declaration without TRPA's consent. TRPA is deemed and agreed to be a third-party beneficiary of this Declaration and as such, can enforce the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 2nd day of June, 2004.

DECLARANT

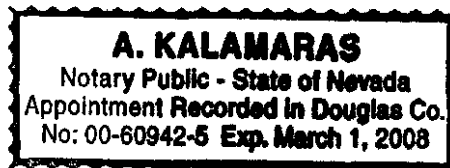
John C. Serpa, Sr.

State of Nevada }
County of Douglas } SS.

On June 2, 2004, before me personally appeared John C. Serpa Sr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary's Signature



DESCRIPTION

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

All that portion of the North ½ of the Northeast ¼ of Section 26, Township 13 North, Range 18 East, Mount Diablo Meridian, being more particularly described as follows:

Beginning at a Point which bears South 54°10'43" West 1106.34 feet from the Northeast corner of said Section 26;

- thence North 11°02'03" East 20.00 feet;
- thence South 78°57'22" East 23.56 feet;
- thence along a curve concave to the Northeast with a radius of 479 feet, a central angle of 03°09'47", and an arc length of 26.44 feet, the chord of said curve bears South 80°32'16" East 26.44 feet;
- thence South 07°52'51" West 20.00 feet;
- thence along a curve concave to the North with a radius of 499.00 feet, a central angle of 11°30'51", and an arc length of 100.28 feet, the chord of said curve bears South 87°52'35" East 100.11 feet;
- thence North 87°39'49" East 69.98 feet;
- thence along a curve concave to the South with a radius of 211.00 feet, a central angle of 38°45'40", and an arc length of 142.74 feet, the chord of said curve bears South 72°57'21" East 140.04 feet;
- thence South 54°55'52" East 85.01 feet;
- thence along a curve concave to the North with a radius of 149.00 feet, a central angle of 51°06'58", and an arc length of 132.93 feet, the chord of said curve bears South 80°29'21" East 128.56 feet;
- thence North 79°23'21" East 197.57 feet;
- thence along a curve concave to the South with a radius of 91.00 feet, a central angle of 65°04'35", and an arc length of 103.36 feet, the chord of said curve bears South 68°04'21" East 97.89 feet;
- thence South 31°42'36" East 64.12 feet;
- thence South 25°57'31" East 40.15 feet;
- thence along a curve concave to the South with a radius of 86.00 feet, a central angle of 15°38'33", and an arc length of 23.48 feet, the chord of said curve bears South 18°08'14" East 23.41 feet;
- thence South 00°17'25" West 427.57 feet;
- thence North 89°29'43" West 437.91 feet;
- thence North 23°19'32" West 28.93 feet;
- thence South 82°17'34" East 55.47 feet;
- thence North 85°37'40" East 51.89 feet;
- thence North 73°23'58" East 94.31 feet;
- thence North 87°25'00" East 129.27 feet;

EXHIBIT "B"

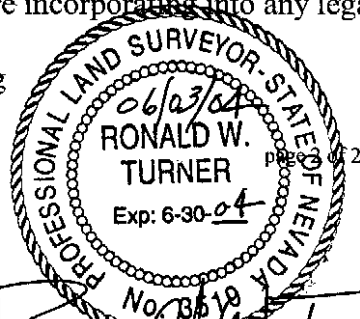
thence North 66°13'22" East 66.39 feet;
thence along a curve concave to the West with a radius of 104.00 feet, a central angle of 57°38'42", and an arc length of 104.63, the chord of said curve bears North 18°07'03" East 100.28 feet;
thence North 10°42'18" West 61.30 feet;
thence North 06°47'29" East 141.20 feet;
thence along a curve concave to the West with a radius of 64.00 feet, a central angle of 53°51'29", and an arc length of 60.16, the chord of said curve bears North 00°58'13" East 57.97 feet;
thence North 25°57'31" West 39.05 feet;
thence North 31°42'36" West 62.23 feet;
thence along a curve concave to the South with a radius of 69.00 feet, a central angle of 31°04'37", and an arc length of 37.43, the chord of said curve bears North 51°38'26" West 36.97 feet;
thence South 80°52'22" West 74.01 feet;
thence North 37°30'34" West 10.65 feet;
thence South 79°23'21" West 155.77 feet;
thence along a curve concave to the North with a radius of 171.00 feet, a central angle of 44°45'57", and an arc length of 133.60 feet, the chord of said curve bears North 83°18'09" West 130.23 feet;
thence South 76°02'24" West 16.39 feet;
thence North 57°20'11" West 35.20 feet;
thence North 06°34'33" West 17.28 feet;
thence North 54°55'52" West 45.72 feet;
thence along a curve concave to the South with a radius of 189.00 feet, a central angle of 38°50'16", and an arc length of 128.11 feet, the chord of said curve bears North 72°55'03" West 125.67 feet;
thence South 87°39'49" West 69.74 feet;
thence along a curve concave to the North with a radius of 521.00 feet, a central angle of 14°38'59", and an arc length of 133.21 feet, the chord of said curve bears North 86°16'51" West 132.85 feet;
thence North 78°57'22" West 21.74 feet;
thence North 06°20'00" East 22.07 feet to the Point of Beginning.

Containing 1.34 Acres, more or less.

The Basis of Bearing for this description is identical to that Parcel Map for Stanley P. Henry, Recorded August 10, 1978, as document number 23907, Douglas County Official Records.

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

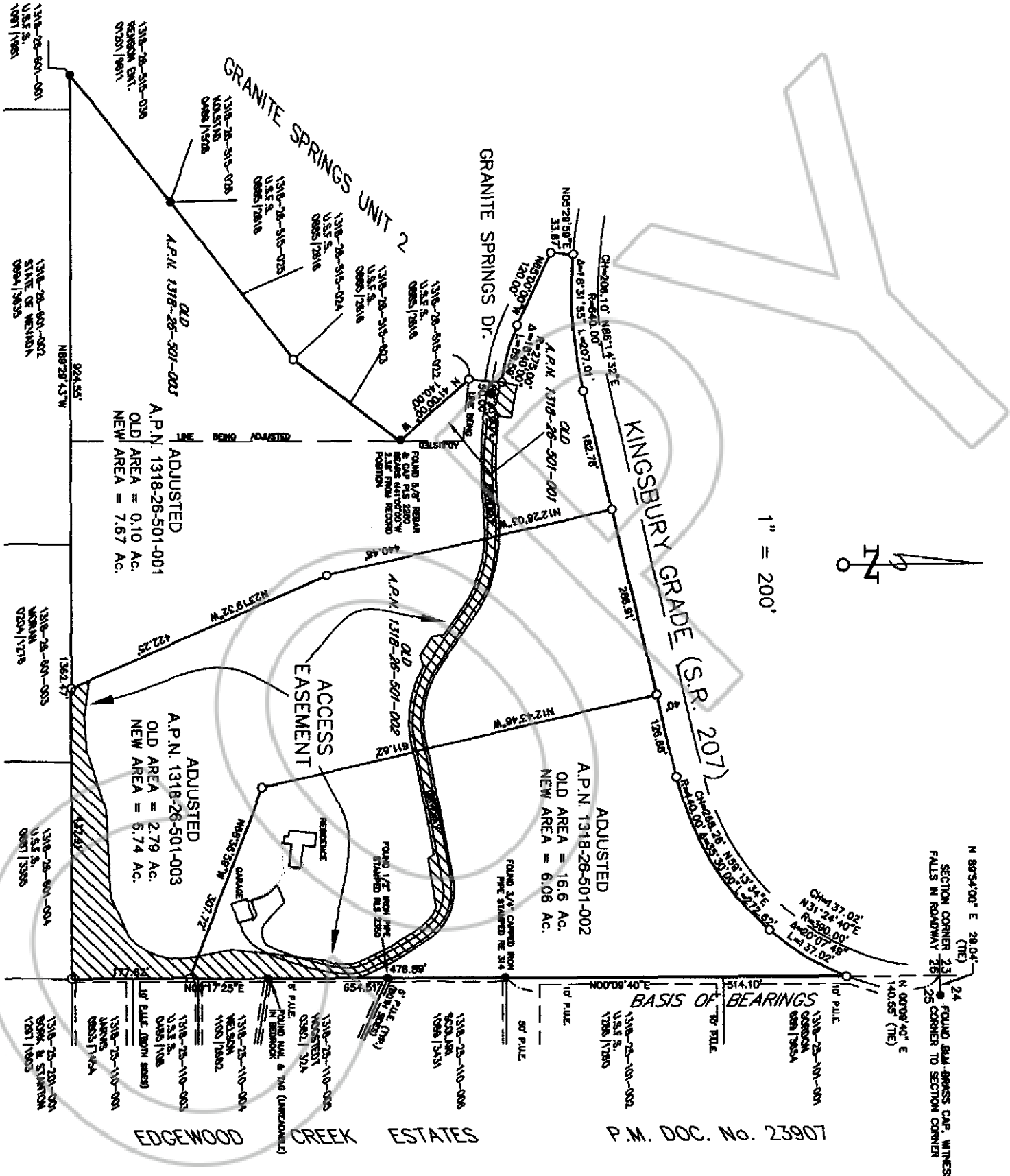
Prepared by: Turner & Associates, Inc. Land Surveying
P.O. Box 5067
Stateline, NV 89449



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EXHIBIT "C"



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