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DOUGLAS COUNTY RECORDERS  
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Page: 1 of 22 Fee: \$ 35.00

Bk: 0913 Pg: 1527



Deputy pk

APNS: 1418-10-802-003  
1418-10-702-005

When Recorded Return To:

Glenbrook Homeowners Association  
Attn: Linda Bradley, Manager  
P.O. Box 447  
Glenbrook, Nevada 89413

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**BY AND BETWEEN**

**THE GLENBROOK HOMEOWNERS ASSOCIATION AND THE RUVO PARTIES**

**DOUGLAS COUNTY, NEVADA**

**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, IF ANY,  
UPON TITLE TO ANY REAL PROPERTY DESCRIBED  
THEREIN.**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“Declaration”) is made between:

**Glenbrook Homeowners Association**, a Nevada non-profit corporation (“GHOA”), owner of Douglas County Parcel APN 1418-10-611-002 (the “Lot Z” Parcel);

- and -

The “**Ruvo Parties**” consisting of: **Postmistress Properties, LLC**, a Nevada limited liability company (“Postmistress”), owner of Douglas County Parcel APN 1418-10-802-003 (the “Postmistress Parcel”); and **CLAF, LLC** (“CLAF”), a Nevada limited liability company, owner of Douglas County Parcel APN 1418-10-702-005 (the “Lakeshore House” parcel).

GHOA and the Ruvo Parties are collectively referred to as the “Parties.”

**RECITALS:**

The purpose of this Declaration is to create covenants, conditions and restrictions that will run with the parcels identified above (collectively, the “Properties”) and owned by GHOA and the Ruvo Parties. This Declaration is intended to be binding upon GHOA and the Ruvo Parties and their respective successors and assigns. This Declaration sets forth certain obligations of the owners of the Properties, now and in the future, as also set forth in the Littoral Uses Agreement dated May 11, 2012 (“Littoral Uses Agreement”), which was executed by GHOA and the Ruvo Parties. This Declaration is entered with reference to the following facts:

A. Each of the Parties is an owner of certain lakeshore properties located in Glenbrook, Nevada. Each of those lakeshore properties are adjacent to the waters of Lake Tahoe and, therefore, have various privileges with regard to the placement of piers, buoys, and for other recreational uses within the littoral waters offshore from the properties.

B. Since 1978, GHOA has maintained a buoy field containing a total of twenty buoys in and around the area where the GHOA Pier is located (the “GHOA Southern Buoy Field”). Of these buoys, ten (10) buoys are located offshore from the lakeshore parcels now owned by the Ruvo Parties. The remaining ten (10) buoys operated as part of GHOA’s Southern Buoy Field are located in an area to the north of the GHOA Pier which is offshore from GHOA’s Lot Z Parcel. Pursuant to the Littoral Uses Agreement, GHOA has relocated five (5) buoys formerly located offshore from the Ruvo Parcels to a location offshore from GHOA’s Lot Z Parcel.

C. The GHOA Pier is owned and maintained by GHOA, and it is located upon, and offshore from, the Postmistress Parcel on the site of the historic GHOA Pier. The Postmistress Parcel is burdened by an easement relating to the GHOA Pier. The GHOA Pier is currently being operated by GHOA pursuant to a permit issued by the Nevada Division of State Lands, Department of Conservation and Natural Resources (“State Lands”).

D. The Littoral Uses Agreement is attached to this Declaration as Exhibit "A" and is incorporated in its entirety into this Declaration.

The Ruvo Parties grant the following covenants, conditions, and restrictions and bind themselves and their successors and assigns to ensure GHOA, or its successors and assigns, enjoys the benefit of the following covenants, conditions, and restrictions regardless of who owns the littoral parcels currently owned by the Ruvo Parties.

**ARTICLE 1.**  
**COVENANTS AND CONDITIONS RUNNING WITH THE LAND**

**1.1 The Ruvo Parties' Consent To Buoy Permitting:** The current and all future owners of the Postmistress Parcel and the Lakeshore House Parcel will grant all reasonable consents necessary or otherwise requested by State Lands, Tahoe Regional Planning Agency ("TRPA"), the Army Corps of Engineers, and the successors and assigns of such agencies, or any other governmental agency or authority having jurisdiction over the subject matter, including the execution and delivery upon the request by GHOA of any reasonable consents, and/or other documents that may be requested or otherwise required by such governmental authorities necessary for GHOA to apply for, obtain, or renew all relevant permits and approvals to maintain the five (5) remaining buoys, as shown on Exhibit "B," currently owned and operated by GHOA located south of the GHOA Pier offshore from the Ruvo Parties' parcels for so long as GHOA continues to operate the GHOA Pier and its Southern Buoy Field.

**1.2 The Ruvo Parties' Consent To Pier Permitting:** The current and all future owners of the Postmistress Parcel and the Lakeshore House Parcel hereby grant and will continue to grant all reasonable consents necessary or otherwise requested by State Lands, TRPA, the Army Corps of Engineers, and the successors and assigns of such agencies, or any other governmental agency or authority having jurisdiction over the subject matter, including the execution and delivery upon the request by GHOA of any reasonable consents, and/or other documents that may be requested or otherwise required by such governmental authorities necessary for GHOA to apply for, obtain, or renew all relevant permits and approvals to maintain the GHOA Pier at its location as of the execution of this Declaration for so long as GHOA continues to operate the GHOA Pier and its Southern Buoy Field.

**1.3 The Ruvo Parties' Consent To Buoy and Pier Operation:** The current and all future owners of the Postmistress Parcel and the Lakeshore House Parcel consent, and will at all times in the future consent to GHOA's operation and ownership of the five (5) remaining buoys, currently owned and operated by GHOA located south of the GHOA Pier offshore from the Ruvo Parties' parcels, and the GHOA Pier offshore from the Ruvo parties' properties for so long as GHOA continues to operate the GHOA Pier and its Southern Buoy Field.

**1.4 The Ruvo Parties' Execution Of Future Documents:** In order to facilitate and assure GHOA's continued and uninterrupted operation of the five (5) buoys and GHOA Pier described in Sections 1.1 through 1.3, the current and all future owners of the Postmistress Parcel and the Lakeshore House Parcel agree that they and their successors and assigns will grant all

reasonable consents necessary or otherwise requested by State Lands, TRPA, the Army Corps of Engineers, and the successors and assigns of such agencies, or any other governmental agency or authority having jurisdiction over the subject matter, including the execution and delivery upon request by GHOA of any reasonable consents, and/or other documents that may be requested or otherwise required by such governmental authorities necessary for GHOA to apply for, obtain, or renew all relevant permits and approvals to maintain the five (5) buoys and the GHOA Pier described in Sections 1.1 through 1.3.

**ARTICLE 2.**  
**GENERAL PROVISIONS**

**2.1 Term and Amendments.** This Declaration shall run with and bind the land until GHOA no longer operates the GHOA Pier and its Southern Buoy Field or in the event GHOA and all of the undersigned parties or their assigns unanimously agree to terminate this Declaration.

**2.2 Severability.** Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**2.3 Rights and Obligations.** The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording of the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

**2.4 Gender Neutral.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

**2.5 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

\*\*\*\*\*

**Ruvo Parties:**

**Postmistress Properties, LLC**  
A Nevada Limited Liability Company:

By: Lawrence W. Ruvo, Manager Dated: 8-21-2013

STATE OF NEVADA )  
COUNTY OF CLARK ) ss

This instrument was acknowledged before me on the 21<sup>st</sup> day of August, 2013 by Lawrence W. Ruvo as Manager of Postmistress Properties L.L.C.

WITNESS my hand and official seal.

Signature: Paula A. Delligatti



\*\*\*\*\*

**CLAF, LLC**  
A Nevada Limited Liability Company:

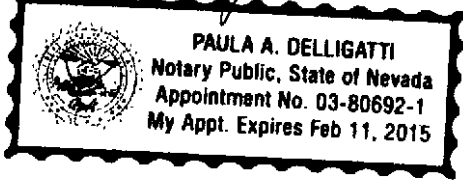
By: Lawrence W. Ruvo Living Trust 1989, Manager Dated: 8-21-2013  
By: Lawrence W. Ruvo, Trustee

STATE OF NEVADA )  
COUNTY OF CLARK ) ss

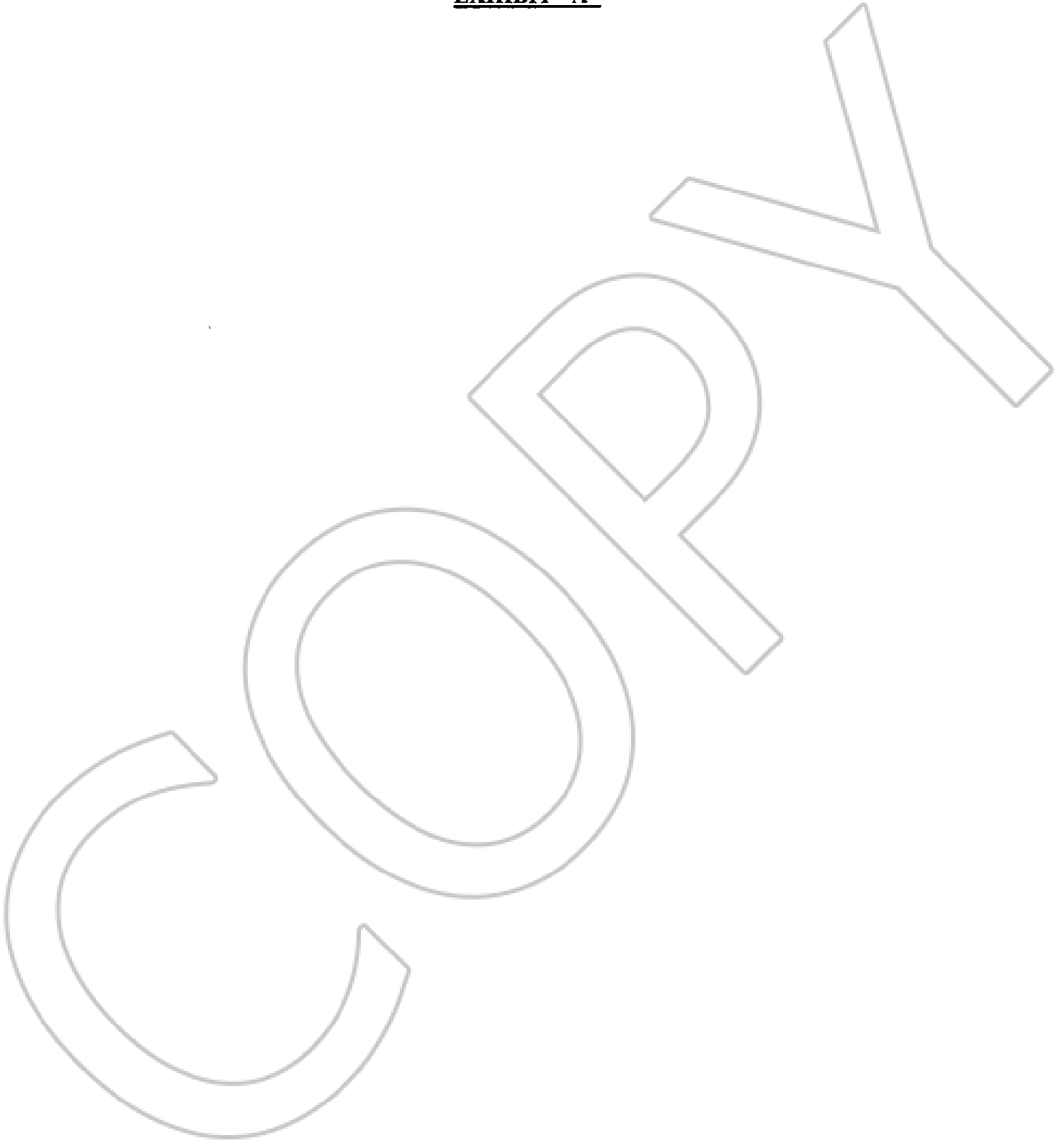
This instrument was acknowledged before me on the 21<sup>st</sup> day of August, 2013 by Lawrence W. Ruvo, Trustee of the Lawrence W. Ruvo Living Trust 1989 as Manager of CLAF, LLC.

WITNESS my hand and official seal.

Signature: Paula A. Delligatti



**EXHIBIT "A"**



**LITTORAL USES AGREEMENT**

This **LITTORAL USES AGREEMENT** (hereinafter, "Agreement") is entered by and between the parties identified below effective as May 11, 2012. The parties (the "Parties") to this Agreement and the properties owned by each party which are the subject matter of this Agreement are:

**Glenbrook Homeowners Association**, a Nevada non-profit corporation ("**GHOA**"), owner of Douglas County parcel APN 1418-10-611-002 (the "**Lot Z**" parcel);

- And -

The "**Ruvo Parties**," consisting of: *JW*  
**Lawrence Wayne Ruvo**, individually and as Trustee and/or Manager of the following entities;

**Postmistress Properties, LLC**, a Nevada limited liability company ("**Postmistress**"), owner of Douglas County parcel APN 1418-10-802-003 (the "**Postmistress Parcel**");

**CLAF LLC ("CLAF")**, a Nevada limited liability company, owner of Douglas County parcel APN 1418-10-702-005 (the "**Lakeshore House**" parcel); and

**The Lawrence Wayne Ruvo Living Trust 1989**, owner of Douglas County Parcels APN 1418-10-702-006 (the "**Ruvo Residence**" parcel), APN 1418-10-802-006 (the "**Ruvo Pier**" parcel), and APN 1418-10-802-007 (the "**Ruvo Pier Adjacent Parcel**").

**RECITALS**

The purpose of this Agreement is to set forth in writing the agreements made by and between the parties identified above with respect to the matters described herein relating to various uses within Lake Tahoe's littoral waters offshore from their respective properties. This Agreement is entered with reference to the following facts:

- A. Each of the Parties is an owner of the lakeshore properties located in Glenbrook, Nevada, which are identified above. Each of said lakeshore properties are adjacent to the waters of Lake Tahoe and, therefore, have various privileges with regard to the placement of piers, buoys, and for other recreational uses within the littoral waters offshore from said properties.
- B. GHOA has maintained a buoy field containing a total of twenty buoys in and around the area where the GHOA Pier is located since 1978 (the "**GHOA Southern Buoy Field**"). Of these buoys, ten (10) buoys are located offshore from lakeshore parcels now owned by one or more of the Ruvo Parties. The remaining ten (10) buoys operated as part of GHOA's Southern Buoy Field are located in an area to the north of the Glenbrook Pier which is offshore from GHOA's Lot Z parcel.



**LITTORAL USES AGREEMENT**

This **LITTORAL USES AGREEMENT** (hereinafter, "Agreement") is entered by and between the parties identified below effective as May 11, 2012. The parties (the "Parties") to this Agreement and the properties owned by each party which are the subject matter of this Agreement are:

**Glenbrook Homeowners Association**, a Nevada non-profit corporation ("**GHOA**"), owner of Douglas County parcel APN 1418-10-611-002 (the "Lot Z" parcel);

- And -

The "**Ruvo Parties**," consisting of:

**Lawrence Wayne Ruvo**, individually and as Trustee and/or Manager of the following entities;

**Postmistress Properties, LLC**, a Nevada limited liability company ("**Postmistress**"), owner of Douglas County parcel APN 1418-10-802-003 (the "**Postmistress Parcel**");

**CLAF LLC** ("**CLAF**"), a Nevada limited liability company, owner of Douglas County parcel APN 1418-10-702-005 (the "**Lakeshore House**" parcel); and

**The Lawrence Wayne Ruvo Living Trust 1989**, owner of Douglas County Parcels APN 1418-10-702-006 (the "**Ruvo Residence**" parcel), APN 1418-10-802-006 (the "**Ruvo Pier**" parcel), and APN 1418-10-802-007 (the "**Ruvo Pier Adjacent Parcel**").

**RECITALS**

The purpose of this Agreement is to set forth in writing the agreements made by and between the parties identified above with respect to the matters described herein relating to various uses within Lake Tahoe's littoral waters offshore from their respective properties. This Agreement is entered with reference to the following facts:

- A. Each of the Parties is an owner of the lakeshore properties located in Glenbrook, Nevada, which are identified above. Each of said lakeshore properties are adjacent to the waters of Lake Tahoe and, therefore, have various privileges with regard to the placement of piers, buoys, and for other recreational uses within the littoral waters offshore from said properties.
- B. GHOA has maintained a buoy field containing a total of twenty buoys in and around the area where the GHOA Pier is located since 1978 (the "**GHOA Southern Buoy Field**"). Of these buoys, ten (10) buoys are located offshore from lakeshore parcels now owned by one or more of the Ruvo Parties. The remaining ten (10) buoys operated as part of GHOA's Southern Buoy Field are located in an area to the north of the Glenbrook Pier which is offshore from GHOA's Lot Z parcel.

*lgt*



- C. The GHOA Pier is owned and maintained by GHOA, and it is located upon, and offshore from, the Postmistress Parcel on the site of the historic Glenbrook Pier. The Postmistress Parcel is burdened by an easement relating to the GHOA Pier. The GHOA Pier is currently being operated by GHOA pursuant to a permit issued by the Nevada Division of State Lands, Department of Conservation and Natural Resources ("State Lands").
- D. Postmistress has advised GHOA that it believes that the GHOA Pier extends partially outside of the 30' Non-Exclusive Easement for the GHOA Pier as set forth in recorded document number 163253. GHOA has expressed a willingness to agree to the recording of a Deed of Correction with regard to the said 30' Non-Exclusive Easement if an independent land survey verifies this claim by Postmistress. Postmistress is willing to execute such a Deed of Correction if GHOA's survey confirms such claim.
- E. The Ruvo Parties also own and operate an existing pier off shore from the Ruvo Pier parcel. The Ruvo Parties have received approval from the Tahoe Regional Planning Agency ("TRPA") to extend the Ruvo Pier (TRPA File No. ERSP2011-0726) and have a related applications pending with State Lands for the extension of the Ruvo Pier and for permits for ten (10) residential use buoys lake ward of the parcels owned by the Ruvo Parties. The Ruvo Parties additionally maintain two (2) permitted buoys pertaining to the Glenbrook Golf Links parcel and another one (1) buoy pertaining to the Glenbrook Inn parcel which are not affected by this Agreement.
- F. Some or all of the Ruvo Parties have maintained a number of buoys offshore from the lakeshore parcels owned by the respective Ruvo Parties including several buoys located adjacent to the GHOA Southern Buoy Field. By application filed with State Lands and the TRPA (Application MOOR2009-3399), the Ruvo Parties claim rights to five (5) currently existing buoys that are located in the littoral waters offshore from GHOA's Lot Z. For purposes of identification of the buoys claimed by the Ruvo Parties, its TRPA Application MOOR2009-3399 is incorporated herein by reference as an Exhibit to this Agreement.
- G. GHOA has filed applications with State Lands and TRPA to allow it to relocate a number of its buoys from GHOA's buoy field located to the north of Lot Z (the "GHOA Northern Buoy Field") into its Southern Buoy Field offshore from Lot Z as well as five (5) buoys from the portion of its Southern Buoy Field that is south of the Glenbrook Pier in anticipation of the execution of this Agreement by the Parties, and has notified TRPA and State Lands that it claims all rights to the placement and operation of buoys located in the littoral waters lake ward from its Lot Z.

- H. Representatives of State Lands have met with representatives of the Parties and have requested cooperation with regard to resolving the differing claims and conflicts between the Parties relating to the buoys and piers located within the littoral waters offshore from their respective lakeshore properties.
- I. Consequently, the Parties wish to cooperate with one another and with State Lands to address the various issues relating to such matters and to avoid pending and future disputes regarding such matters by agreeing upon mutually beneficial solutions that will facilitate the resolution of the various issues relating to piers and buoys in the littoral waters offshore from their respective lakeshore parcels.

**AGREEMENT**

THEREFORE, with regard to the foregoing and it being in the best interests of all Parties to reach agreement with regard to such matters and, in exchange for the promises set forth below and for other valuable consideration, the Parties acknowledge and agree as follows:

1. GHOA Agreement to Remove 5 Buoys. Subject to (i) the removal by the Ruvo Parties of the five (5) buoys they claim offshore from GHOA's Lot Z, as further addressed in paragraph 2 following, and (ii) GHOA obtaining all necessary approvals and consents from State Lands, TRPA, and the Army Corps of Engineers to relocate five (5) of its buoys and associated equipment (weights, chains, etc.) from the area of its' Southern Buoy Field south of the GHOA Pier which are currently located in waters offshore from properties owned by one or more of the Ruvo Parties to the area of GHOA's Southern Buoy Field which is offshore from its' Lot Z, GHOA agrees to remove five (5) of its existing buoys from the area south of the GHOA Pier. The 5 buoys to be removed by GHOA following the receipt of such approvals are the buoys now identified as GHOA Buoy numbers 6, 7, 8, 9, and 10. The Parties agree that GHOA shall remove the said buoys as soon as reasonably possible after receiving said approvals and consents from State Lands, TRPA, and the Army Corps of Engineers, giving consideration to seasonality, weather, and water conditions.

2. Ruvo Parties' Agreement to Remove 5 Buoys and to Abandon Claims to Future Buoys Offshore from GHOA Lot Z. Subject to (i) the removal by GHOA of the five (5) buoys agreed by GHOA in paragraph 1 preceding to be removed from the waters offshore of the Ruvo Parcels, and (ii) the Ruvo Parties' receipt of all necessary approvals and consents from State Lands, TRPA, and the Army Corps of Engineers to relocate the five (5) existing buoys and associated

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equipment (weights, chains, etc.) they currently maintain offshore from GHOA's Lot Z to the area south of the GHOA Pier and offshore from the Ruvo Parcels, the Ruvo Parties agree to remove any and all buoys and associated equipment they or any of them claim to own which are offshore from GHOA's Lot Z. The five (5) buoys to be relocated by the Ruvo Parties from Lot Z following the receipt of such approvals are the buoys now identified as Buoys T, U, V, W, and X on Exhibit 1 of this Agreement. The Parties agree that the Ruvo Parties shall remove the said buoys as soon as reasonably possible after receiving said approvals and consents from State Lands, TRPA, and the Army Corps of Engineers, giving consideration to seasonality, weather, and water conditions. The Ruvo Parties further represent and warrant to GHOA that they have no other buoys, or claim rights to place or maintain any other buoys offshore from GHOA's Lot Z or any other parcel located adjacent to Glenbrook Bay that is presently owned by GHOA and, if they or any of them have or later acquire any such rights while GHOA continues to own Lot Z, they covenant to convey such rights to GHOA upon request by GHOA for no additional consideration.

3. Option to Exchange Buoy Hardware in Lieu of Removal. Notwithstanding the provisions of paragraphs 1 and 2 preceding, when GHOA receives all necessary approvals to relocate its five (5) buoys from the waters south of the GHOA Pier that are offshore from the Ruvo Parcels as described in paragraph 1 to the portion of its Southern Buoy Field that is on the north side of the GHOA pier, GHOA shall notify the Ruvo Parties prior to removing any of its buoys, and both parties may then mutually agree to do an in-place exchange of the buoy hardware of GHOA's five (5) buoys that would otherwise be removed for the buoy hardware of the five (5) buoys claimed by the Ruvo parties that would have to be otherwise removed by the Ruvo Parties from offshore GHOA's Lot Z. For these purposes, the term "buoy hardware" includes the anchor weights and chains that are in place as of the date of this Agreement, but shall not include any permits, approvals, or other rights obtained by any of the parties from Nevada Lands, TRPA, or the Army Corps of Engineers with relation to such buoys. Once exchanged, it shall be the sole and exclusive responsibility of the new owner of the buoy hardware to position it in the area of the lake bed approved for the placement of such buoy(ies) by Nevada Lands. If such buoy hardware is so exchanged, it is done on an in-place "AS-IS, WHERE-IS" basis, and without representation or warranty by the transferring party(ies). If any party requests a bill of sale to evidence such exchange of buoy hardware, the other party(ies) shall provide a suitable written form of bill of sale.

4. Consent to Issuance of Nevada Lands Permits to GHOA and Documentation of GHOA's Continuing Right to Maintain 5 Buoys and the GHOA Pier Offshore from the Ruvo Parties' Parcels.

GPH

- i. With regard to the GHOA buoys presently located in the littoral waters offshore from the Ruvo Parcels and the GHOA Pier, the Ruvo Parties consent to the immediate issuance of Nevada Lands permits for said buoys and for the renewal of the permit previously issued with regard to the GHOA Pier.
- ii. With regard to the five (5) remaining buoys currently owned and operated by GHOA south of the GHOA Pier offshore from the Ruvo Parties' parcels that will not be removed by GHOA following or simultaneous with the removal of the Ruvo Parties' buoys from offshore of Lot Z, the Ruvo Parties agree that GHOA may continue to maintain and operate said buoys and its pier offshore from their littoral properties for so long as GHOA continues to operate the GHOA Pier and its Southern Buoy Field. In order to facilitate and assure GHOA's continued and uninterrupted operation of the said five (5) buoys south of the GHOA Pier, the Ruvo Parties agree that they will grant all consents necessary or otherwise requested by State Lands, TRPA, the Army Corps of Engineers, or any other governmental agency or authority having jurisdiction over the subject matter, including the execution and delivery upon request by GHOA of any consents, applications and/or other documents that may be requested or otherwise required by such governmental authorities necessary for GHOA to apply for, obtain, or renew all relevant permits and approvals to maintain said buoys and the GHOA Pier in said littoral waters. Further, Postmistress and CLAF agree that they will execute and deliver to GHOA a Declaration of Covenants and Conditions running with the land and binding upon their respective successors and assigns which sets forth the obligations of the owners of said parcels now and in the future to honor their obligations under this Agreement with respect to the continued operation and renewal of governmental permits and approvals by GHOA for up to five (5) buoys and for the GHOA Pier in the littoral waters offshore from their respective parcels. These covenants running with the land shall be prepared in a form suitable to the Ruvo Parties and to GHOA, and shall be executed by the Ruvo Parties and recorded in the Official Records of Douglas County, Nevada within 30 days after the removal of GHOA's five (5) buoys from the area of its Southern Buoy Field located south of the existing GHOA Pier, as provided in Section 1 preceding, and within 30 days after the removal of the Ruvo Parties' five (5) buoys from Lot Z, as provided in Section 2 preceding. GHOA agrees to pay the reasonable costs of the preparation of the document to be executed and recorded, and the costs of recording the document as charged by Douglas County.

GGH



5. Consent to the Issuance of Nevada Lands Permits to the Ruvo Parties and GHOA Agreement Not to Object to Extension of Ruvo Pier. GHOA consents to the immediate issuance of Nevada Lands permits for the five (5) buoys identified in Exhibit 1 which are claimed by the Ruvo Parties and which are offshore from GHOA's Lot Z. GHOA further agrees that it has reviewed the presently pending application by Postmistress for a 96.6 foot extension of the Ruvo Pier and agrees that it hereby consents to, and that it will not object to, the extension of the Ruvo Pier as requested in the pending application, or to the placement and operation of buoys by the Ruvo Parties within the littoral waters offshore from the parcels owned by the Ruvo Parties that are near the five (5) GHOA buoys to be continued to be operated offshore from said parcels so long as such placements and operations of the Ruvo Pier and buoys owned by any of the Ruvo Parties do not unreasonably interfere with GHOA's use and continued operations of the five (5) buoys referenced in Section 4 preceding, or with GHOA's operations of the GHOA Pier.

6. Ruvo Parties' Agreement Not to Interfere With GHOA's Buoy Field Offshore from Lot Z. The Ruvo Parties agree that they will not object to or interfere with GHOA's operations and development of its Lot Z buoy field, including GHOA's efforts and attempts to obtain all necessary permits and licenses from State Lands and TRPA with regard to buoys that it currently operates in the area, or intends to place in, acquire, or operate in the littoral waters offshore from GHOA's Lot Z.

7. GHOA Agreement Not to Interfere with the Ruvo Parties' Buoy Field Operations. GHOA agrees that it will not object to or interfere with the Ruvo Parties' operations and development of their buoys, including the Ruvo Parties' efforts and attempts to obtain all necessary permits and licenses from State Lands and TRPA with regard to buoys it currently operates offshore from the Ruvo Parties' parcels, or intends to place in, acquire, or operate in the littoral waters offshore of their respective properties provided that such new or future additional buoys do not unreasonably interfere with GHOA's five (5) buoys that will remain offshore from the Ruvo Parcels pursuant to this Agreement. GHOA similarly agrees that it will not unreasonably interfere with the Ruvo Parties' use and continued operation of the Ruvo Pier and any personal watercraft anchors which may be seasonally located adjacent to the Ruvo Pier in Glenbrook Bay.

8. Postmistress and GHOA Agreement to File Deed of Correction, if Necessary. Upon confirmation by an independent land surveyor employed by GHOA of the claim by Postmistress to the effect that the GHOA Pier is not entirely within the 30' Non-Exclusive Easement established by recorded document number 163253, Postmistress and GHOA agree to the preparation, execution, and

recordation of a suitable mutually acceptable Deed of Correction relocating the said 30' Non-Exclusive Easement in order to center the Glenbrook Pier within the boundaries of the easement. GHOA agrees to bear its own costs in having its independent survey completed and costs of preparation and recordation of the Deed of Correction.

9. Agreement of Continued Cooperation by all Parties; Obligations to Survive. All Parties to this Agreement agree to cooperate with one another to take all other and additional actions necessary, and to execute all documents necessary, to implement the agreements of the Parties set forth in this Agreement and to proceed in good faith and without unreasonable delay to the completion of the obligations of the Parties set forth in this Agreement. The Parties agree that the obligations of the parties under this Agreement will survive the removal of their respective buoys from the littoral waters offshore from the other Party's respective lakeshore properties, and shall continue for so long GHOA continues to own Lot Z and/or the GHOA Pier.

10. Resolution of Disputes. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement, shall be determined by arbitration in Douglas County, Nevada (or such other location within the State of Nevada acceptable to all parties to the arbitral proceeding), before a single arbitrator. The arbitration shall be conducted pursuant to the provisions of NRS 38.206 to 38.248, inclusive, the "Nevada Uniform Arbitration Act of 2000", and shall be subject to the following additional terms and conditions:

- a. The parties agree to meet and confer within ten (10) business days after either GHOA or the Ruvo Parties give Notice of Demand to Arbitrate a matter pursuant to this Agreement to the other party(ies), in order to select a mutually acceptable arbitrator. If any party refuses to meet and confer, or if the parties cannot agree as to a mutually acceptable arbitrator, any party to the arbitral proceeding may request the Ninth Judicial District Court of the State of Nevada to select and appoint an arbitrator, as provided by NRS 38.226.
- b. Any arbitrator selected, either by the parties or by the Ninth Judicial District Court of the State of Nevada must be a person authorized as a Settlement Judge by the Nevada Supreme Court pursuant to its Settlement Program or a person authorized to conduct arbitrations by the JAMS Alternative Dispute Resolution Service. Notwithstanding the foregoing, the arbitration shall be conducted pursuant to the procedures set forth in Nevada Uniform Arbitration Act.



- c. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.
- d. The Parties agree that time is of the essence in connection with any matter submitted for arbitration under this Agreement. Any party to the arbitral proceeding may request the arbitrator to enter such orders as reasonably necessary in order to expedite the proceeding and the arbitrator may, in his or her discretion, expedite any of the procedures relating to discovery or conduct of the arbitration proceeding that he or she believes to be appropriate.

11. Notices. All notices concerning this Agreement shall be mailed via certified mail, return receipt requested, and faxed to the Parties at the following addresses:

To GHOA:  
Glenbrook Homeowners' Association  
Attn: President  
P.O. Box 447  
Glenbrook, NV 89413  
Fax: (775) 749-5500

With a copy to:  
Mark Gunderson, Esq.  
Gunderson Law Firm  
3895 Warren Way  
Reno, NV 89509  
Fax: (775) 829-1226

To the Ruvo Parties:  
Postmistress Properties, LLC  
Attn: Larry Ruvo, Manager  
8400 S. Jones Road  
Las Vegas, NV 89139  
Fax: (702) 492-7576

With a copy to:

E. Leif Reid, Esq.  
Lewis and Roca LLP  
50 W. Liberty St., Ste. 410  
Reno, NV 89501  
Fax: (755) 823-2929

Any party may change their address for notices by providing written notice of the change mailed via certified mail, return receipt requested to the other parties' proper addresses.

12. Governing Law. This Agreement shall be construed and governed by the laws of the State of Nevada, exclusive of conflict or choice of other law rules.

13. Integration and Amendments. This Agreement contains the entire Agreement of the Parties relating to the subject matter of this Agreement and may be modified or amended only by a written instrument executed by all of the Parties.

14. Severability. If any portion of this Agreement shall for any reason be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, unless enforcement of the remainder would constitute a material failure of consideration.

15. Authority and No Prior Assignment. Each person executing this Agreement represents and warrants to the other party that he has the authority to execute this Agreement.

16. No Waiver. No course of dealing and no delay on the part of the Parties in exercising any right, power, or remedy under this Agreement shall operate as a waiver or otherwise prejudice the Parties' rights, powers, and remedies conferred under this Agreement. No right, power, or remedy conferred by this Agreement shall be exclusive of any other right, power, or remedy now or hereafter available at law, in equity, by statute, or otherwise.

17. Counterparts. This Agreement may be executed in any number of counterparts, and all such counterparts executed by all of the Parties, each as an original, shall constitute one and the same instrument. Facsimile signatures shall be sufficient to make this Agreement binding, with original signatures to be delivered promptly after the date of full execution.

18. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

19. Amendments. This Agreement may not be altered, amended, or modified except in writing signed by all of the Parties.

20. No Drafting Presumption. All Parties participated in the drafting of this Agreement. Accordingly, the presumption that a contract shall be construed against the drafter shall not be applied in interpreting this Agreement.

21. No Waiver of Other Rights or Claims. Nothing in this Agreement shall be construed as a waiver, release, or modification of any claims any of the Parties may have with regard to any other rights to use the littoral waters offshore from their respective parcels of lakeshore property including, but not limited to, any rights, licenses, permits, or approvals they, or any of them, may have to place, maintain, or operate buoys or piers in the littoral waters of Glenbrook Bay.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

**[SIGNATURES ON THE FOLLOWING PAGE]**



Glenbrook Homeowners Association  
A Nevada Non-Profit Corporation

By \_\_\_\_\_  
A. J. Hicks, President  
Board of Directors

Ruvo Parties:

~~Lawrence Wayne Ruvo, individually~~ *L Ruvo*

Postmistress Properties, LLC  
A Nevada Limited Liability Company

By *Larry Ruvo, manager*  
Larry Ruvo, Manager

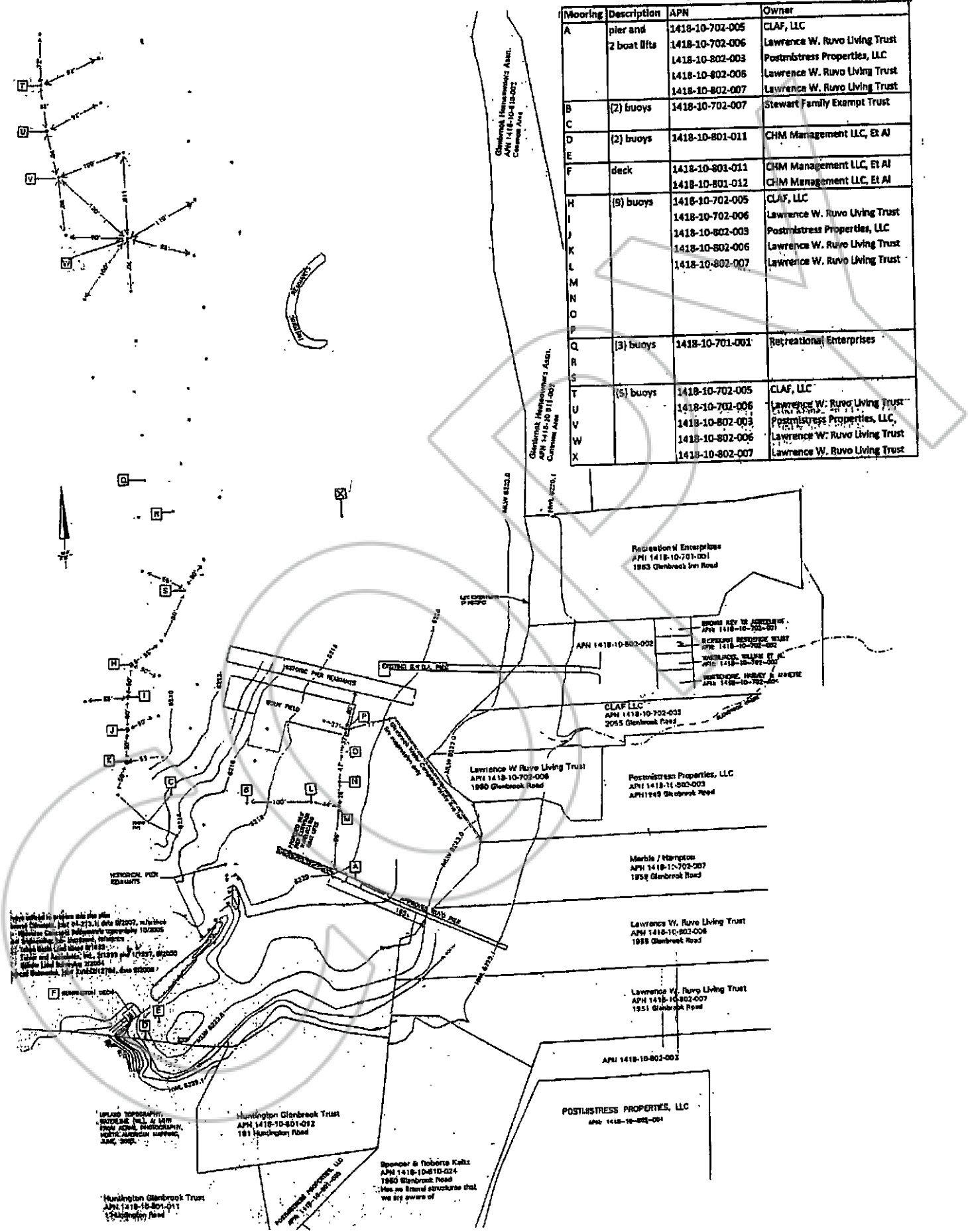
CLAF LLC  
A Nevada Limited Liability Company

By *Lawrence W. Ruvo, trustee*  
Lawrence W. Ruvo Living Trust 1989  
Larry Ruvo, Trustee

The Lawrence Wayne Ruvo Living Trust 1989

By *Larry Ruvo, trustee*  
Larry Ruvo, Trustee

Mooring	Description	APH	Owner
A	pier and 2 boat lifts	1418-10-702-005	CLAF, LLC
		1418-10-702-006	Lawrence W. Ruvo Living Trust
		1418-10-802-003	Postmistress Properties, LLC
		1418-10-802-006	Lawrence W. Ruvo Living Trust
B	(2) buoys	1418-10-802-007	Lawrence W. Ruvo Living Trust
		1418-10-702-007	Stewart Family Exempt Trust
C	(2) buoys	1418-10-801-011	CHM Management LLC, Et Al
D	deck	1418-10-801-011	CHM Management LLC, Et Al
E		1418-10-801-012	CHM Management LLC, Et Al
F	(9) buoys	1418-10-702-005	CLAF, LLC
		1418-10-702-006	Lawrence W. Ruvo Living Trust
		1418-10-802-003	Postmistress Properties, LLC
		1418-10-802-006	Lawrence W. Ruvo Living Trust
G		1418-10-802-007	Lawrence W. Ruvo Living Trust
H	(3) buoys	1418-10-701-001	Retreatational Enterprises
I	(5) buoys	1418-10-702-005	CLAF, LLC
J		1418-10-702-006	Lawrence W. Ruvo Living Trust
		1418-10-802-003	Postmistress Properties, LLC
K		1418-10-802-006	Lawrence W. Ruvo Living Trust
		1418-10-802-007	Lawrence W. Ruvo Living Trust
L			
M			
N			
O			
P			
Q			
R			
S			
T			
U	(5) buoys	1418-10-702-005	CLAF, LLC
		1418-10-702-006	Lawrence W. Ruvo Living Trust
V		1418-10-802-003	Postmistress Properties, LLC
		1418-10-802-006	Lawrence W. Ruvo Living Trust
W		1418-10-802-006	Lawrence W. Ruvo Living Trust
		1418-10-802-007	Lawrence W. Ruvo Living Trust
X			



APN 1418-10-802-002  
 APN 1418-10-802-003  
 APN 1418-10-802-004  
 APN 1418-10-802-005  
 APN 1418-10-802-006  
 APN 1418-10-802-007

INLAND TOPOGRAPHY  
 OUTSIDE INLAND & NEW  
 FROM Aerial PHOTOGRAPHY,  
 NORTH AMERICAN MAPS,  
 1960, 1965, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2005, 2010, 2015, 2020

Huntington Glenbrook Trust  
 APN 1418-10-801-012  
 181 Huntington Road

Spencer & Roberts Katz  
 APN 1418-10-810-024  
 1960 Glenbrook Road  
 Has no formal structure that  
 we are aware of

POSTMISTRESS PROPERTIES, LLC  
 APN 1418-10-802-004

Retreatational Enterprises  
 APN 1418-10-701-001  
 1963 Glenbrook Road

CLAF LLC  
 APN 1418-10-702-005  
 2055 Glenbrook Road

Lawrence W. Ruvo Living Trust  
 APN 1418-10-702-006  
 1960 Glenbrook Road

Postmistress Properties, LLC  
 APN 1418-10-802-003  
 APN 1418-10-802-004

Marble / Hampton  
 APN 1418-10-702-007  
 1958 Glenbrook Road

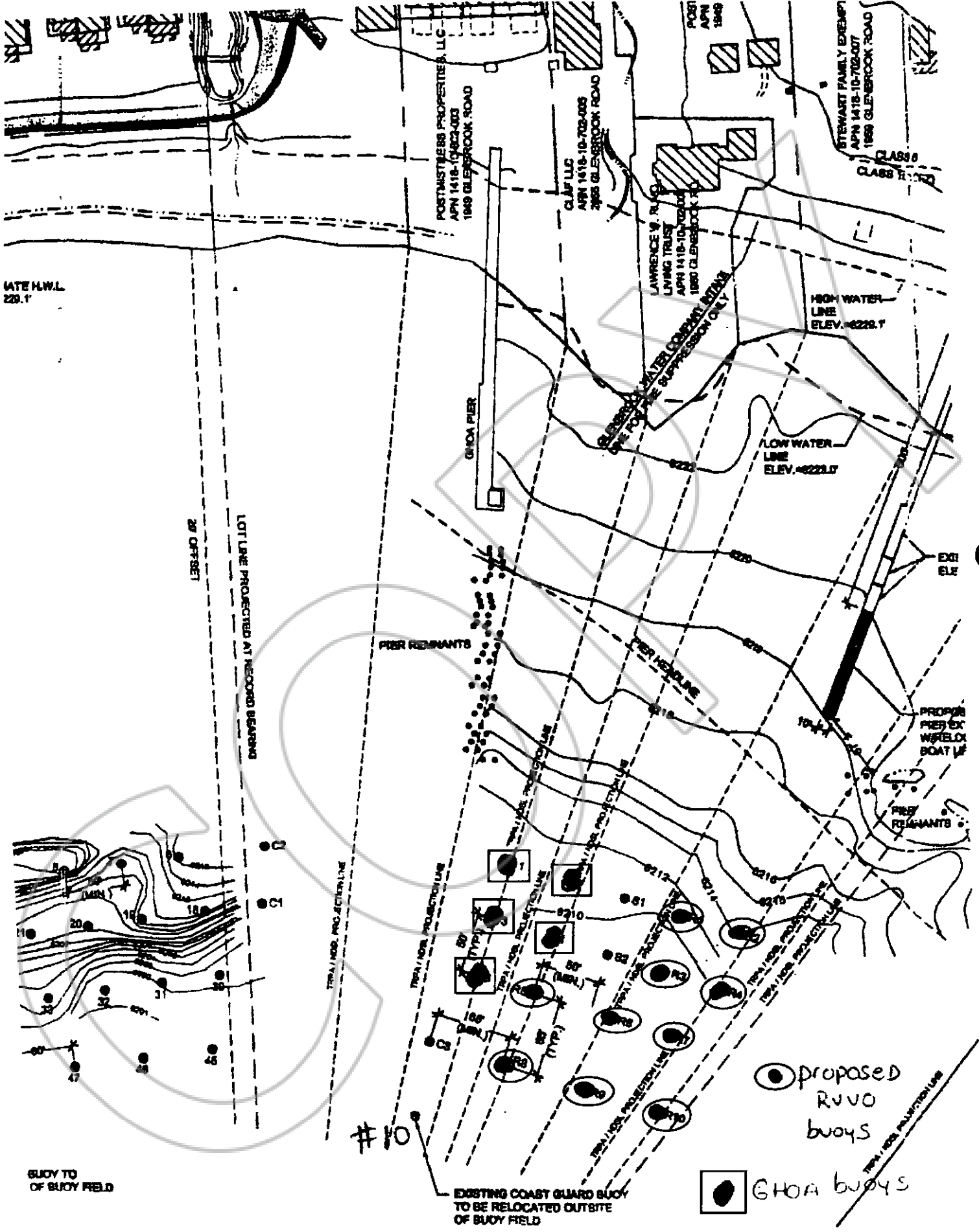
Lawrence W. Ruvo Living Trust  
 APN 1418-10-802-006  
 1958 Glenbrook Road

Lawrence W. Ruvo Living Trust  
 APN 1418-10-802-007  
 1851 Glenbrook Road



**EXHIBIT "B"**

COPY



LATE H.W.L.  
229.1'

LOT LINE PROJECTED AT RECORD BEARING  
20' OFFSET

PIER REMNANTS

HIGH WATER LINE  
ELEV. +222.7

LOW WATER LINE  
ELEV. +222.07

EXISTING COAST GUARD BUOY  
TO BE RELOCATED OUTSIDE  
OF BUOY FIELD

○ proposed  
RUVU  
buoys

◼ GHOA buoys

BUOY TO  
OF BUOY FIELD