



KAREN ELLISON, RECORDER

**DECLARATION OF HOMESTEAD**

Assessor Parcel Number: 1416-26-411-017

OR

Assessor's Manufactured Home ID Number: \_\_\_\_\_

Recording Requested by and Mail to:

Name: Robert & Kathleen Bennett

Address: P O Box 991

City/State/Zip: Genoa, NV 89411

**Check One:**

- Married (filing jointly)                       Married (filing individually)
- Head of Family                                       Widowed
- Single Person     Multiple Single Persons
- By Wife (filing for joint benefit of both)
- By Husband (filing for joint benefit of both)
- Other (describe): \_\_\_\_\_

**Check One:**

- Regular Home Dwelling/Manufactured Home     Condominium Unit     Other

**Name on Title of Property**

Bennett, Robert E & Kathleen H

do individually or severally certify and declare as follows:

Robert E & Kathleen H Bennett

is/are now residing on the land, premises (or manufactured home) located in the city/town of Genoa, County of Douglas, State of Nevada, and more particularly described as follows:

(set forth legal description and commonly known street address OR manufactured home description)

483 Daggelt Creek LP

*See Exhibit A attached hereto and by reference made a part hereof subject to covenants, conditions and restrictions as shown in Exhibit B.*

I/We claim the land and premises hereinabove described, together with the dwelling house thereon, and its appurtenances, or the described manufactured home as a Homestead.

In Witness, Whereof, I/we have hereunto set my hand/our hands this 5 day of June, 2018.

*Robert E. Bennett*  
Signature

ROBERT E. BENNETT  
Print or type name here

*Kathleen H. Bennett*  
Signature

Kathleen H. Bennett  
Print or type name here

STATE OF NEVADA, COUNTY OF Washoe


This instrument was acknowledged before me on 6/5/18

by Robert E. Bennett (date)  
Person(s) appearing before notary

by Kathleen H. Bennett  
Person(s) appearing before notary

*Sara Lee Oliver*  
Signature of notarial officer

Notary Seal



**SARA-LEE OLIVER**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 99-59493-2 - Expires December 1, 2019

**CONSULT AN ATTORNEY IF YOU DOUBT THIS FORM'S FITNESS FOR YOUR PURPOSE.**

**NOTE: Leave space within 1-inch margin blank on all sides.**

A.P.N. #	1419-26-411-017
R.P.T.T.	\$3,237.00
Escrow No.	1009410TA
Recording Requested By:	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Mr. and Mrs. Bennett	
P.O. Box 991	
Genoa, NV 89411	

## GRANT, BARGAIN, SALE DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, GENOA DEVELOPER ASSOCIATES, LLC, a Nevada limited liability company (Grantor) does hereby Grant, Bargain Sell and Convey to Robert E. Bennett and Kathleen H. Bennett, husband and wife as joint tenants (Grantee) and to the heirs and assigns of such Grantee forever, all that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof

[Subject to Covenants, Conditions and Restrictions as shown in EXHIBIT B]

TOGETHER with the tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

RESERVING, HOWEVER, unto Grantor, a first right to purchase the Property as follows ("First Right"):

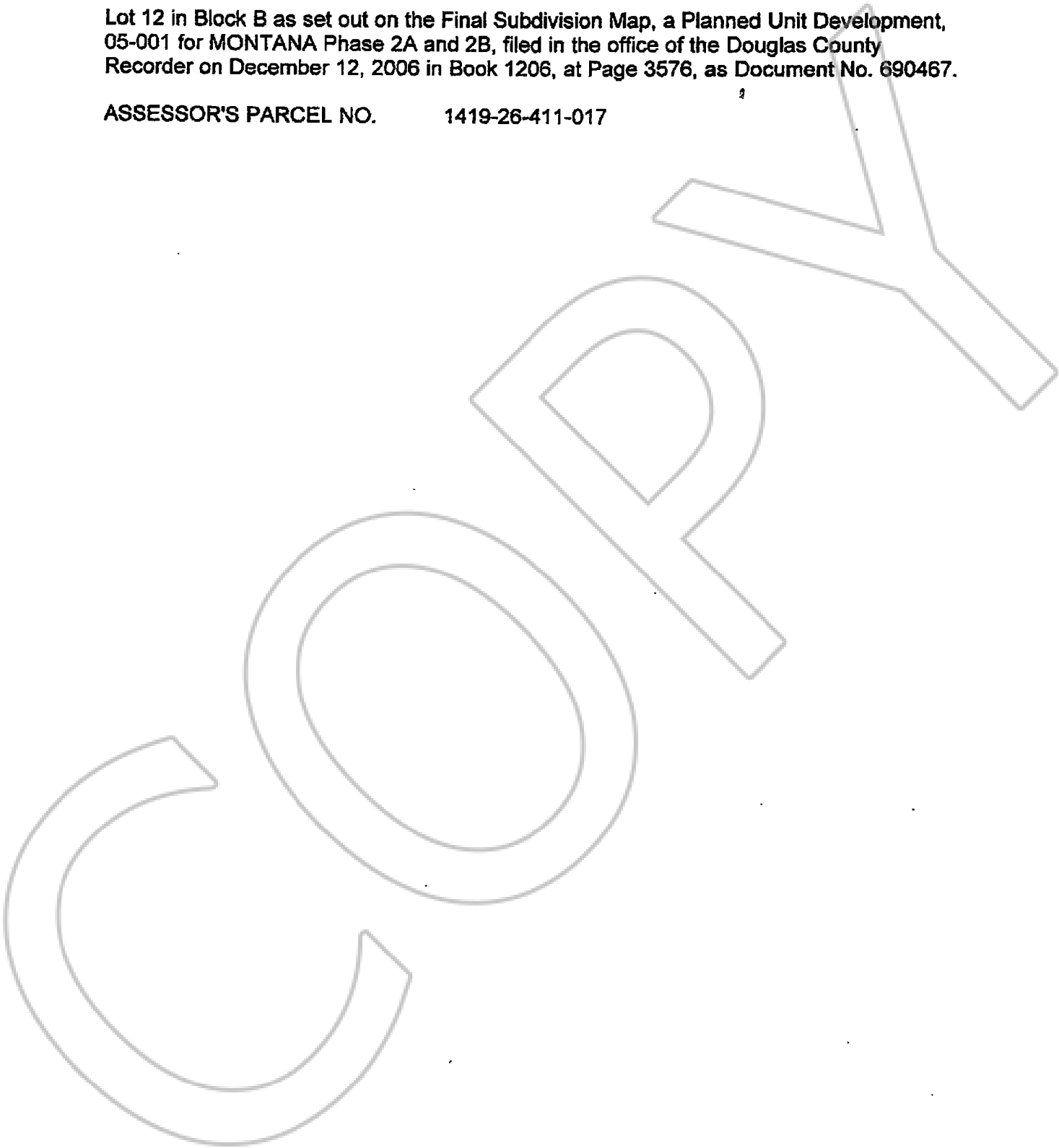
(a) If, at any time during the First Right Period (below defined), Grantee decides to sell the Property, then before placing the Property on the market for sale or accepting an offer to purchase the Property from a buyer ("Offeror"), Grantee shall give written notice to Grantor of its intention to sell the Property ("Grantee's Notice"). Within ten (10) business days following delivery of Grantee's Notice to Grantor, Grantor shall give Grantee written notice of Grantor's election to exercise or not to exercise Grantor's right to purchase the Property ("Grantor's Notice").

(b) If Grantor elects not to exercise its right to purchase the Property, then Grantee may place the Property on the market for sale or accept an offer to purchase the Property from an Offeror. If Grantor elects to exercise its right to purchase the Property, then Grantor, in its own name or in the name of a nominee, shall purchase the Property from Grantee, and Grantee shall sell the Property to Grantor (or Grantor's nominee), and the parties shall, within ten (10) business days of Grantor's Notice, execute a purchase and sale agreement for the Property containing substantially similar provisions to the Purchase and Sale Agreement and Escrow Instructions between Grantor and Grantee, dated as of June 17, 2008 (the "Purchase Agreement"), except the purchase price for the Property shall be an amount equal to (i) the Purchase Price for the Property as defined in Paragraph 1 of the Purchase Agreement, plus (ii) the actual closing costs paid by the Grantee pursuant to Paragraph 13 or the Purchase Agreement, plus (iii) at the annual rate of three percent (3%) compounded on each anniversary date of the Purchase Grantor's Notice. If, in Grantee's Notice, Grantee provides Grantor a reasonably detailed explanation for Grantee's decision to sell the Property during the First Right Period (e.g., job transfer, financial hardship, etc.), and such explanation is acceptable to Grantor in Grantor's reasonable discretion, then Grantor will not exercise its right to purchase the Property from Grantee, and Grantee may place the Property on the market for sale or accept an offer to purchase the Property

**EXHIBIT "A"**

Lot 12 in Block B as set out on the Final Subdivision Map, a Planned Unit Development, 05-001 for MONTANA Phase 2A and 2B, filed in the office of the Douglas County Recorder on December 12, 2006 in Book 1206, at Page 3576, as Document No. 690467.

ASSESSOR'S PARCEL NO. 1419-26-411-017



(One inch Margin on all sides of Document for Recorder's Use Only

Page 4 of 5



BK-708  
PG-5479

727466 Page: 4 of 5 07/25/2008

**EXHIBIT "B"**

**SUBJECT TO Covenants, Conditions and Restrictions of Record recorded February 13, 2004 as Document No. 0604581; and First amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows which recorded August 12, 2004 as Document No. 0621294; and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort which recorded February 28, 2006 as Document No. 668801, Official Records of Douglas County, Nevada.**

**COPY**

