

APNs: 1318-10-310-009 & 1318-10-310-086

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Jennifer Quashnick  
GORDON CONSULTING, INC.  
P.O. Box 4470  
Stateline, Nevada 89449-4470



SHAWNYNE GARREN, RECORDER

**BOUNDARY LINE ADJUSTMENT AGREEMENT**

**THIS BOUNDARY LINE ADJUSTMENT AGREEMENT** (the "Agreement") is made and entered into the 6<sup>th</sup> day of October, 2023, notwithstanding the later execution hereof, by and between CYNTHIA ANN MULLER and STEVEN FRANCIS MULLER, Trustees of THE MULLER FAMILY TRUST, dated March 28, 2022 ("MULLER TRUST") and ZEPHYR COVE PROPERTY OWNERS ASSOCIATION, a Nevada non-profit corporation ("ZCPOA") (collectively, the "PARTIES").

**WITNESSETH**

**WHEREAS**, MULLER TRUST represents and warrants that it is the owner of fee simple title in its entirety of that certain parcel of real property located in Douglas County, Nevada commonly known as 716 Lincoln Highway, Zephyr Cove, Nevada, identified by Assessor's Parcel Number 1318-10-310-009, more particularly described in **Exhibit "A"** attached hereto (the "MULLER TRUST PROPERTY"); and

**WHEREAS**, certain land was conveyed to Zephyr Cove Properties, Inc. ("ZCPI"), who, on or about August 16, 1926, recorded a subdivision map entitled "Map of Zephyr Cove Property in Section 10, T. 13 N., R. 18 E.," subdividing a portion of the land into various individual lots (the "Zephyr Cove Subdivision Map"); and

**WHEREAS**, on or about August 5, 1929, ZCPI recorded a map entitled "Amended Map of Zephyr Cove Property in Section 10, T. 13 N., R. 18 E.," which made certain changes to the Zephyr Cove Subdivision Map (the "Final Map of Zephyr Cove"); and

**WHEREAS**, both the Zephyr Cove Subdivision Map and Final Map of Zephyr Cove delineate the beach area along the shore of Lake Tahoe as separate from the individual lots, designating it as the "Fine Sandy Beach"; and

**WHEREAS**, in 1982, and again in 2010 (Document #0761399, Bk. 0410, Pg.199 of the Official Records of Douglas County) ZCPI quitclaimed to ZCPOA "The beach area at Zephyr Cove in front of Lots 1A through Lot11, and to the low water mark . . ." within the Zephyr Cove subdivision thereby creating an area, as more particularly described therein, for use by the property owners and/or residents of the Zephyr Cove Subdivision over the area designated on the maps as the Fine Sandy Beach; and

**WHEREAS**, the forgoing strip of land is identified within Assessor's Parcel Number 1318-10-310-086 and more particularly described in **Exhibit "B"** attached hereto (the "FINE SANDY BEACH"); and

**WHEREAS**, the FINE SANDY BEACH is subject to the covenant running with the land, more particularly described in **Exhibit "C"** attached hereto (the "Covenant Running with the Land"); and

**WHEREAS**, within the FINE SANDY BEACH, there exists a strip of land directly lakeward of some lots within the Zephyr Cove Properties subdivision, between the property lines of certain beachfront lots and a rock wall (herein the "LAWN AREA");

**WHEREAS**, the MULLER TRUST PROPERTY abuts a portion of the LAWN AREA on its boundary; and

**WHEREAS**, the PARTIES mutually desire to adjust the boundary lines of the MULLER TRUST PROPERTY and the FINE SANDY BEACH to extend the MULLER TRUST PROPERTY to a rock wall which is built on the FINE SANDY BEACH.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained and other good and valuable consideration, receipt whereof is hereby acknowledged, the PARTIES do mutually agree as follows:

1. ZCPOA, as owner of the FINE SANDY BEACH, inclusive of the LAWN AREA, agrees to quitclaim to MULLER TRUST, and its successors in interest and assigns as owners of the MULLER TRUST PROPERTY, all of ZCPOA's right, title, and interest in the real property consisting of that portion of the LAWN AREA between the MULLER TRUST PROPERTY and the landward side of the existing rock wall, exclusive of the rock wall itself, as more particularly described on **Exhibit "D"** attached hereto and incorporated herein by this reference, all of which is subject to the Covenant Running with the Land shown in **Exhibit "C"** attached hereto. In furtherance of the foregoing conveyance, ZCPOA agrees to execute and deliver to MULLER TRUST a Quitclaim Deed for Boundary Line Adjustment in the form attached hereto as **Exhibit "E,"** which is incorporated herein by this reference.

2. Except as to the portion of LAWN AREA to be conveyed by ZCPOA as set forth in Section 1, above, MULLER TRUST does hereby acknowledge ZCPOA's right, title, and interest in and to the FINE SANDY BEACH, and disclaims any interest, other than its rights

under this Agreement, that it may have in the FINE SANDY BEACH in favor of ZCPOA. In furtherance thereof, MULLER TRUST agrees to execute and deliver to ZCPOA a Quitclaim Deed in the form attached hereto as **Exhibit "F,"** which is incorporated herein by this reference.

3. The PARTIES mutually agree that the common boundary between the MULLER TRUST PROPERTY and the FINE SANDY BEACH, owned by ZCPOA, is as shown on the legal description attached hereto as **Exhibit "D"**.

4. The PARTIES mutually agree to complete a boundary line adjustment and will reasonably cooperate in the preparation and execution of any documents required by any agency to facilitate such adjustment. All maps and drawings to be recorded in connection with the boundary line adjustment set forth in this Agreement are subject to approval of ZCPOA and MULLER TRUST.

5. MULLER TRUST will bear all expenses of the boundary line adjustment, including, but not limited to, ZCPOA's reasonable attorney's fees, title endorsement fees, permit fees, survey fees, real property transfer taxes and all other costs reasonably associated with the boundary line adjustment.

6. This Agreement, and the obligations of ZCPOA arising hereunder, are subject to ZCPOA's ability to obtain a title insurance endorsement acceptable to ZCPOA for the boundary line adjustment, without material detriment to its existing title insurance policy. In the event that any agency pertinent to facilitating the boundary line adjustment imposes a legally valid objectionable condition upon the approval of the adjustment, either party may terminate this Agreement without any further obligation, except such obligations and expenses which were incurred prior to termination.

7. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective PARTIES hereto, as well as the successors in interest to the aforescribed real properties.

8. This Agreement is to be governed and construed according to the laws of the State of Nevada. Venue for any dispute in connection herewith shall be in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas.

9. If any party to this Agreement commences an action against the other to enforce any of the terms and conditions contained herein, or because of the breach by any party of the terms hereof, the prevailing party(s) shall be entitled to receive attorneys' fees and costs of suit as damages and/or as an award of the Court.

10. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the PARTIES hereto and they shall not be construed as conferring any rights on any other persons.

11. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, limited liability company, partnership, trust, governmental authority or any other entity. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the PARTIES, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12. Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. This Agreement may be signed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

14. This Agreement constitutes the entire understanding between the PARTIES and shall, as of the effective date hereof, supersede all other Agreements, oral or written, of the parties with regard to the subject matter. This Agreement may not be amended or modified except by a written document signed by all parties hereto.

**IN WITNESS WHEREOF**, the PARTIES have executed this Agreement on the day and year first above written.

"ZCPOA"

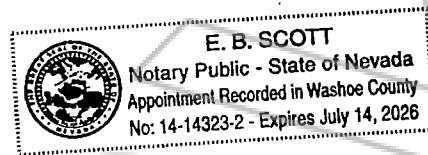
ZEPHYR COVE PROPERTY OWNERS ASSOCIATION,  
a Nevada non-profit corporation

By:   
TIMOTHY RLEY, VICE PRESIDENT

State of NEVADA )  
 :ss.  
County of WASHOE )

This instrument was acknowledged before me on September 18, 2023, by TIMOTHY RILEY, as Vice-President of the ZEPHYR COVE PROPERTY OWNERS ASSOCIATION.

E. B. Scott  
(Signature of Notarial Officer)



"MULLER TRUST"

THE MULLER FAMILY TRUST,  
dated March 28, 2022

By: Cynthia Ann Muller  
Cynthia Ann Muller, Trustee

By: Steven Francis Muller  
Steven Francis Muller, Trustee

State of NEVADA )  
 :ss.  
County of DOUGLAS )

This instrument was acknowledged before me on Sept 21, 2023, by CYNTHIA ANN MULLER, as Trustee of THE MULLER FAMILY TRUST, dated March 28, 2022.

Kathleen Lippiatt  
(Signature of Notarial Officer)



State of NEVADA            )  
  :ss.  
County of DOUGLAS        )

This instrument was acknowledged before me on Sept 21, 2023, by STEVEN FRANCIS MULLER, as Trustee of THE MULLER FAMILY TRUST, dated March 28, 2022.

*Kathleen Lippiatt*  
(Signature of Notarial Officer)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE MULLER TRUST PROPERTY**

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

Lot 3, in Block F, of ZEPHYR COVE PROPERTY, in Section 10, Township 13 North, Range 18 East, M.D.B. & M., as delineated on that certain map entitled "AMENDED MAP OF ZEPHYR COVE PROPERTIES", in Section 10, Township 13 North, Range 18 East, filed in the office of the County Recorder of Douglas County, Nevada, on August 5, 1929.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

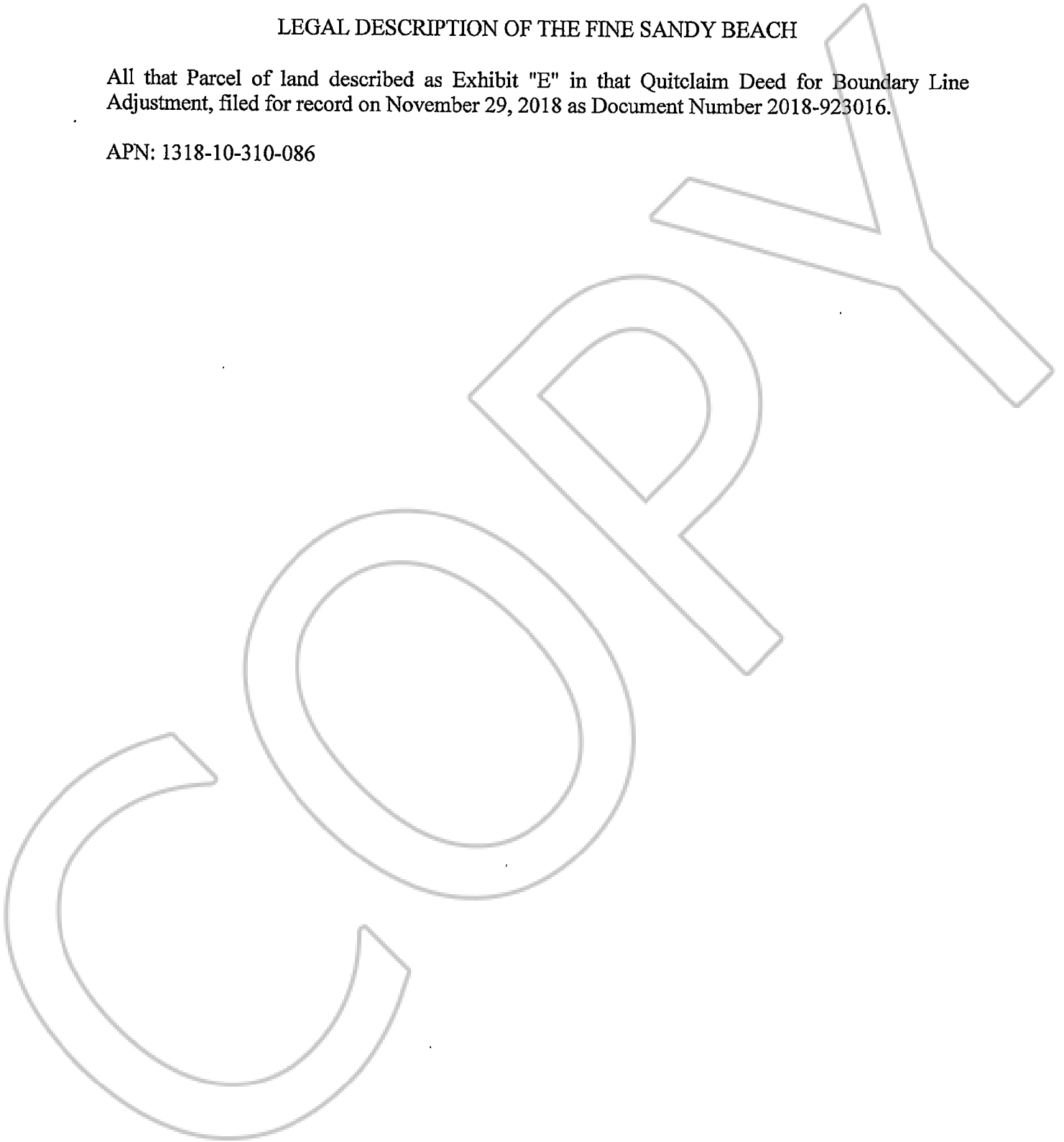
APN: 1318-10-310-009

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF THE FINE SANDY BEACH**

All that Parcel of land described as Exhibit "E" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016.

APN: 1318-10-310-086





**EXHIBIT "C"**

**COVENANT RUNNING WITH THE LAND**  
(See Attached Pages)



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COVENANT RUNNING WITH THE LAND

This covenant made this 1st day of November, 1982, by and between ZEPHYR COVE PROPERTIES, INC., and ZEPHYR PROPERTY OWNERS' ASSOCIATION, INC., a Nevada non-profit corporation.

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is the owner of certain real property hereinafter described, and

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is desirous of donating said property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC. subject to the conditions as hereinafter set forth, and

WHEREAS, ZEPHYR COVE OWNERS' ASSOCIATION, INC. is desirous of receiving said property subject to the conditions as hereinafter set forth

NOW, THEREFORE, IT IS HEREBY AGREED, between the parties as follows:

1. Transfer of Property: By quitclaim deed executed herewith ZEPHYR COVE PROPERTIES, INC., shall quitclaim the following described property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC.:

The beach area at Zephyr Cove in front of Lots 1-A through Lot 11, and to the low water mark, as delineated on that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, T.13 N., R. 18 E." filed for record on August 5, 1929 in the Office of the County Recorder, Douglas County, State of Nevada.

2. In consideration for acceptance of the quitclaim deed ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC., hereby agrees that such properties shall remain continuously open for use by:

a. Property owners and/or residents of ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC..

LAW OFFICES OF  
F. THOMAS ECK, III  
777 EAST WILLIAM STREET  
SUITE 200  
CARSON CITY, NEVADA 89701  
(702) 883-8440

73525  
1182-1262

1 b. Future owners and/or residents of any property  
2 owned by ZEPHYR COVE PROPERTIES, INC.

3 c. The individual relatives and heirs of  
4 members of ZEPHYR COVE PROPERTIES, INC. to wit,  
5 JAMES A. HARVEY, SAMUEL S. HARVEY, JOHN F. HARVEY,  
6 ELIZABETH BLAICKIE, LESLIE H. WHITTEMORE and  
7 MARGARET JONES.

8 3. Reversionary Interest: ZEPHYR COVE  
9 PROPERTIES, INC., hereby retains a reversionary interest in  
10 the aforescribed property to the extent that said property  
11 is to be used exclusively for the enjoyment and recreational  
12 activities of property owners and members of ZEPHYR COVE  
13 PROPERTIES, INC. In the event said property is used for  
14 other purpose, including but not limited to commercial or  
15 business activities without the prior written approval of  
16 three-fourths majority of ZEPHYR COVE PROPERTIES, INC.  
17 shareholders, said property shall revert to ZEPHYR COVE  
18 PROPERTIES, INC. It is hereby understood that this property  
19 shall, without being subject to the reversionary clause be  
20 available for slips or other docking facilities for use of  
21 property owners and members of ZEPHYR COVE PROPERTIES, INC.,  
22 in such locations as are designated in Zephyr Cove Tract Map  
23 entitled "Amended Map of Zephyr Cove Properties filed on  
24 August 25, 1929".

25 4. Association Membership: As additional  
26 consideration for the transfer of the property as  
27 aforestated, the following shareholders of ZEPHYR COVE  
28 PROPERTIES, INC., shall be given free membership in the  
29 Association for the period of 25 years: JAMES A. HARVEY,  
30 SAMUEL S. HARVEY, JOHN F. HARVEY, ELIZABETH H. BLAIKE,  
31 LESLIE H. WHITTEMORE and MARGARET S. JONES. At the  
32 expiration of said 25 year period memberships shall be

1 renewable upon paying any annual dues that may be assessed  
2 other members of the association. In the event any  
3 properties of the aforementioned individuals are sold, free  
4 membership of the particular property sold shall terminate.

5 5. Attorney's Fees: ZEPHYR COVE PROPERTY  
6 OWNERS' ASSOCIATION, INC., agrees to pay all attorney's fees  
7 in connection with the preparation of this agreement, the  
8 quitclaim deed and other documentation necessary to effect a  
9 transfer of the property in accordance with intent of the  
10 parties.

ZEPHYR COVE PROPERTIES, INC.

By John F. Harvey  
President  
John F HARVEY

Attested:

Elizabeth A. Davis  
Secretary

ZEPHYR COVE PROPERTY OWNERS'  
ASSOCIATION, INC.

By Ross Swickard  
VICE PRESIDENT  
Ross SWICKARD

STATE OF NEVADA.

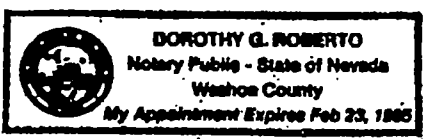
County of Washoe } ss.

On November 26th, 1982

DATE ..... personally appeared before me,  
a Notary Public, John F. Harvey

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official stamp at my office  
in the County of Washoe .....  
the day and year in the certificate first above written.  
Dorothy G. Roberto  
Signature of Notary



STATE OF NEVADA.

County of Douglas

On 15 November 1982 personally appeared before me,

DATE  
a Notary Public (or judge or other officer, as the case may be),

Ross Swickard

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official stamp at my office  
Douglas  
in the County of Douglas  
the day and year in this certificate first above written.

Ingeborg M. White  
Signature of Notary



CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63167

REQUESTED BY  
Margaret Jones  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 7.00 fee

1982 NOV 29 AM 9:49

SUZANNE BEAUDREAU  
RECORDER

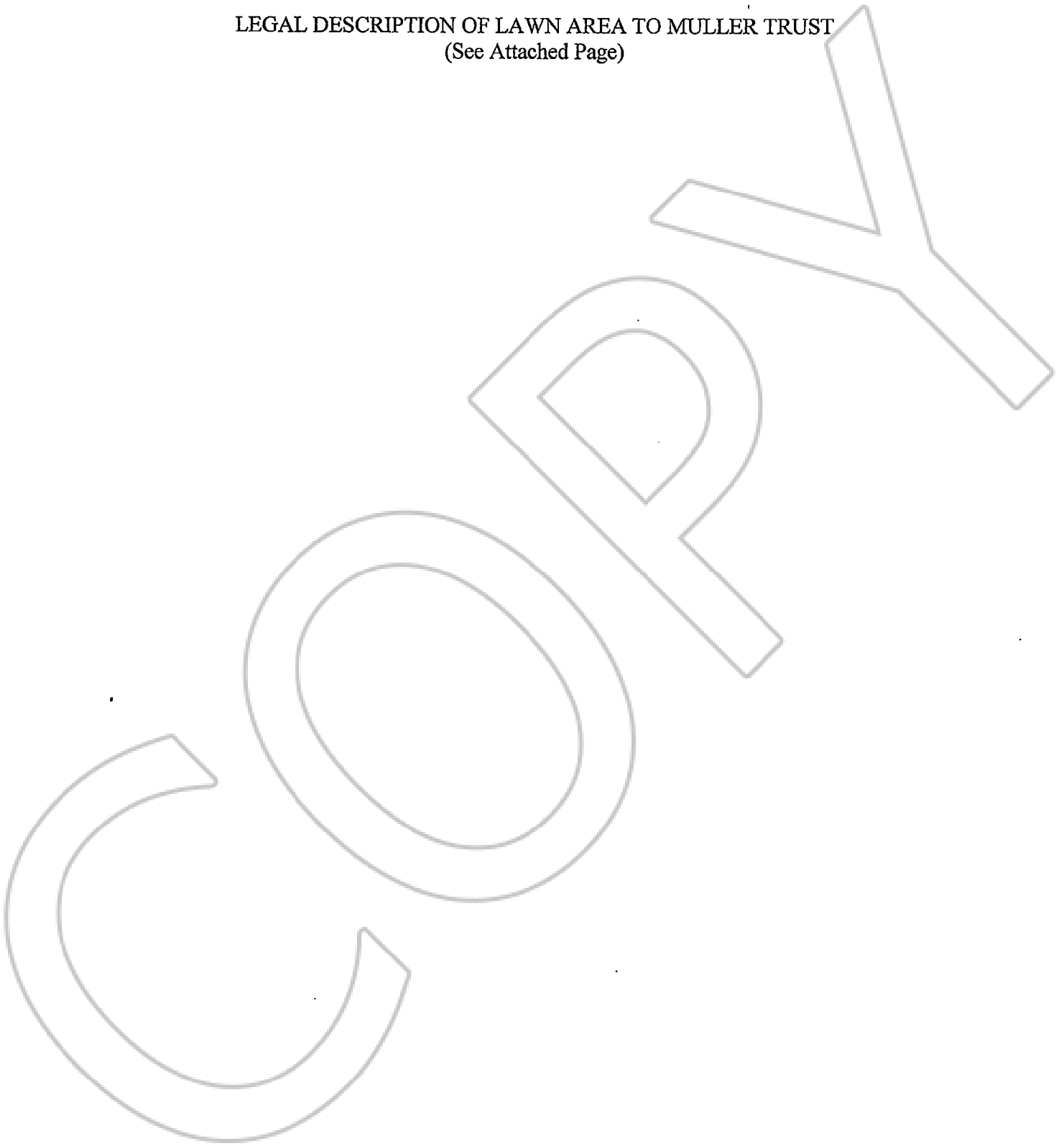
Suzanne Beaudreau  
Dep.

73525

LIBER 1182 PAGE 1265

**EXHIBIT "D"**

LEGAL DESCRIPTION OF LAWN AREA TO MULLER TRUST  
(See Attached Page)



September 6, 2023  
22140

## TRANSFER DESCRIPTION

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

All that portion of the Southwest  $\frac{1}{4}$  of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

All that portion of that Parcel of land described as Adjusted Parcel 1, Beach Area Resultant per that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018, as Document Number 2018-923016, being more particularly described as follows:

Beginning at the Northwest corner of Lot 3, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence North  $28^{\circ}32'00''$  West 15.98 feet, to a point on the Southerly Face of a concrete retaining wall;

thence along said Southerly Face the following three(3) courses:

1. North  $63^{\circ}46'15''$  East 39.13 feet
2. North  $60^{\circ}08'49''$  East 3.73 feet
3. North  $61^{\circ}19'05''$  East 31.16 feet

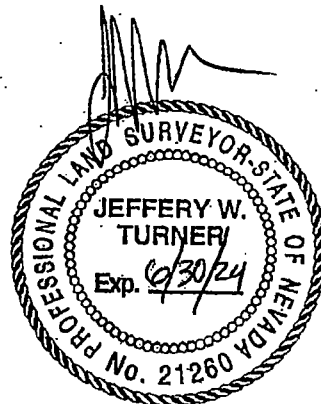
thence leaving said Southerly Face of concrete retaining wall South  $33^{\circ}13'30''$  East 5.89 feet, to the Northeast corner of said Lot 3;  
thence South  $54^{\circ}48'10''$  West 74.97 feet to the Point of Beginning.

Containing 782 sq. ft., more or less.

The Basis of Bearing for this description is that Record of Survey, filed for record on November 29, 2018 as Document number 2018-923014.

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



**EXHIBIT "E"**

**QUITCLAIM DEED FOR BOUNDARY LINE ADJUSTMENT**

(See Attached Pages)

COPY



APN's: 1318-10-310-009 and 1318-10-310-086

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Jennifer Quashnick  
GORDON CONSULTING, INC.  
P.O. Box 4470  
Stateline, Nevada 89449-4470

**SEND TAX STATEMENTS TO:**

Cynthia Ann Muller and Steven Francis Muller,  
Trustees of The Muller Family Trust  
P.O. Box 1035  
Zephyr Cove, Nevada 89448  
(As to APN 1318-10-310-009)

Zephyr Cove Property Owners Association  
c/o Bret Goodman  
P.O. Box 454  
Zephyr Cove, Nevada 89448  
(As to APN 1318-10-310-086)

**QUITCLAIM DEED FOR BOUNDARY LINE ADJUSTMENT**

THIS INDENTURE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between ZEPHYR COVE PROPERTY OWNERS ASSOCIATION, a Nevada non-profit corporation ("ZCPOA"), and CYNTHIA ANN MULLER and STEVEN FRANCIS MULLER, Trustees of THE MULLER FAMILY TRUST, dated March 28, 2022 ("MULLER TRUST").

W I T N E S S E T H

ZCPOA and MULLER TRUST are the owners of adjacent and abutting parcels of land situated in the State of Nevada, County of Douglas, ZCPOA being the owner of that certain real property described as "ORIGINAL BEACH AREA" in Exhibit "A" attached hereto and incorporated herein ("Original Beach Area"). MULLER TRUST is the owner of that certain real property described as "LOT 3, BLOCK F ORIGINAL DESCRIPTION" in Exhibit "B" attached hereto and incorporated herein ("Original Lot 3, Block F"). For good and valuable consideration, the parties do by these presents agree to adjust the boundary line between said parcels pursuant to NRS 278.461(5)(c), which will not result in the creation of any additional parcels.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ZCPOA does hereby QUITCLAIM AND CONVEY, to MULLER TRUST, and to their heirs, successors and assigns, the portion of the Original Beach Area described as

"TRANSFER DESCRIPTION" in Exhibit "C" attached hereto and incorporated herein, together with the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereto, all of which shall be subject to the Covenant Running with the Land recorded in the Official Records of Douglas County, State of Nevada on November 29, 1982, as Document No. 73525, Book 1182, Pages 1262 through 1265, as shown in Exhibit "D" attached hereto. The parcel resulting from the adjustment of Original Beach Area is described in Exhibit "E" attached hereto and incorporated herein, and shall be referred to herein as "BEACH AREA RESULTANT DESCRIPTION." The parcel resulting from the adjustment of Original Lot 3, Block F is described in Exhibit "F" attached hereto and incorporated herein, and shall be referred to herein as "LOT 3, BLOCK F RESULTANT DESCRIPTION."

**AFFIRMATION PURSUANT TO NRS 239B.030**

The undersigned do hereby affirm that the preceding document does not contain the social security number of any person.

IN WITNESS WHEREOF, the parties have caused these presents to be executed effective on the day and year first above written.

"ZCPOA"

ZEPHYR COVE PROPERTY OWNERS ASSOCIATION,  
a Nevada non-profit corporation

By: \_\_\_\_\_  
Timothy Riley, Vice-President

STATE OF NEVADA                    )  
  ) ss  
COUNTY OF WASHOE                )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by TIMOTHY RILEY, as Vice-President of Zephyr Cove Property Owners Association, a Nevada non-profit corporation.

\_\_\_\_\_  
Notary Public

"MULLER TRUST"

THE MULLER FAMILY TRUST,  
dated March 28, 2022

By: \_\_\_\_\_  
Cynthia Ann Muller, Trustee

By: \_\_\_\_\_  
Steven Francis Muller, Trustee

STATE OF NEVADA     )  
                                  :ss.  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
CYNTHIA ANN MULLER, as Trustee of THE MULLER FAMILY TRUST, dated March  
28, 2022.

\_\_\_\_\_  
(Signature of Notarial Officer)

STATE OF NEVADA        )  
                                  :SS.  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by STEVEN FRANCIS MULLER, as Trustee of THE MULLER FAMILY TRUST, dated March 28, 2022.

\_\_\_\_\_  
(Signature of Notarial Officer)

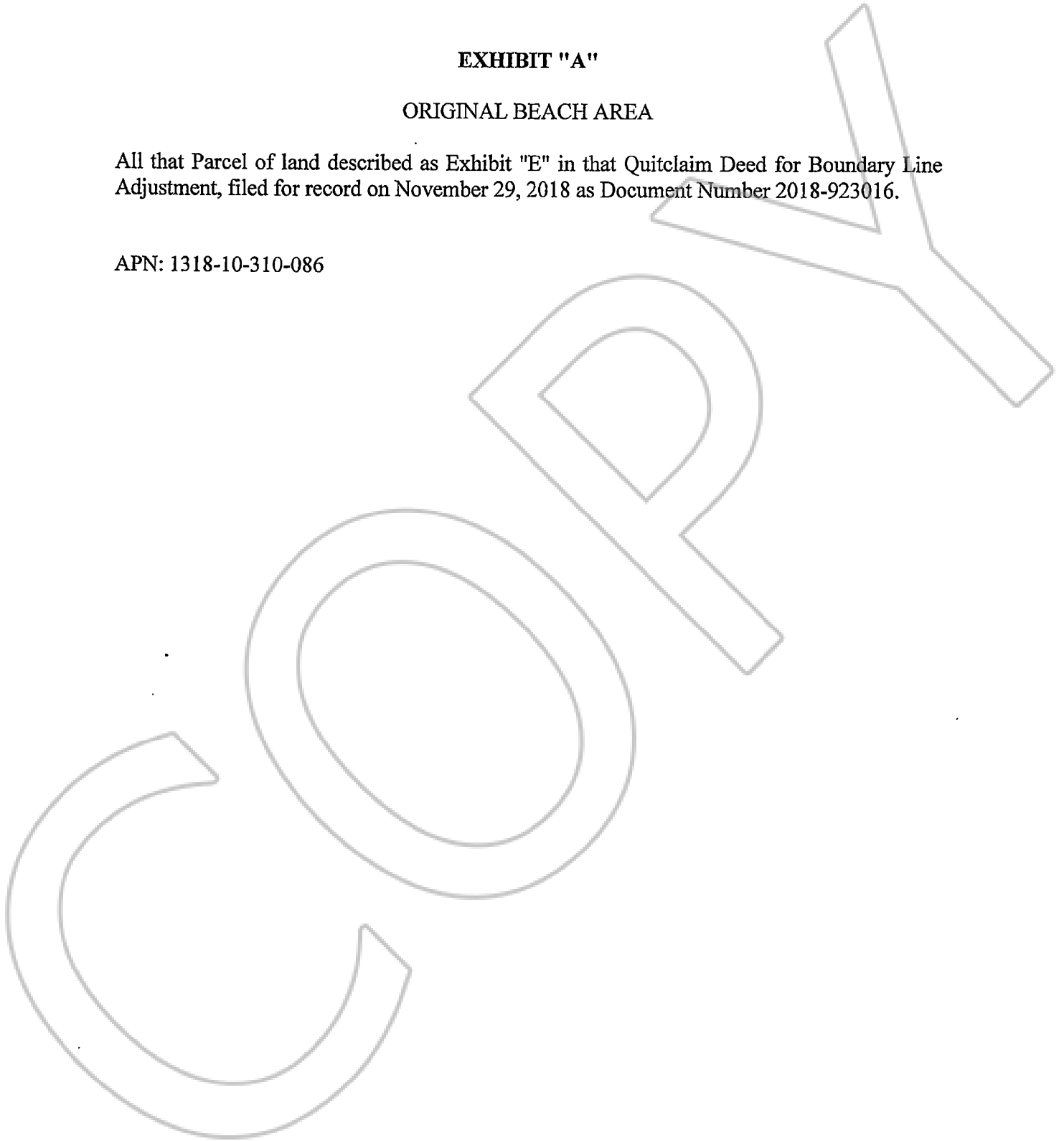
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**EXHIBIT "A"**

**ORIGINAL BEACH AREA**

All that Parcel of land described as Exhibit "E" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016.

APN: 1318-10-310-086



**EXHIBIT "B"**

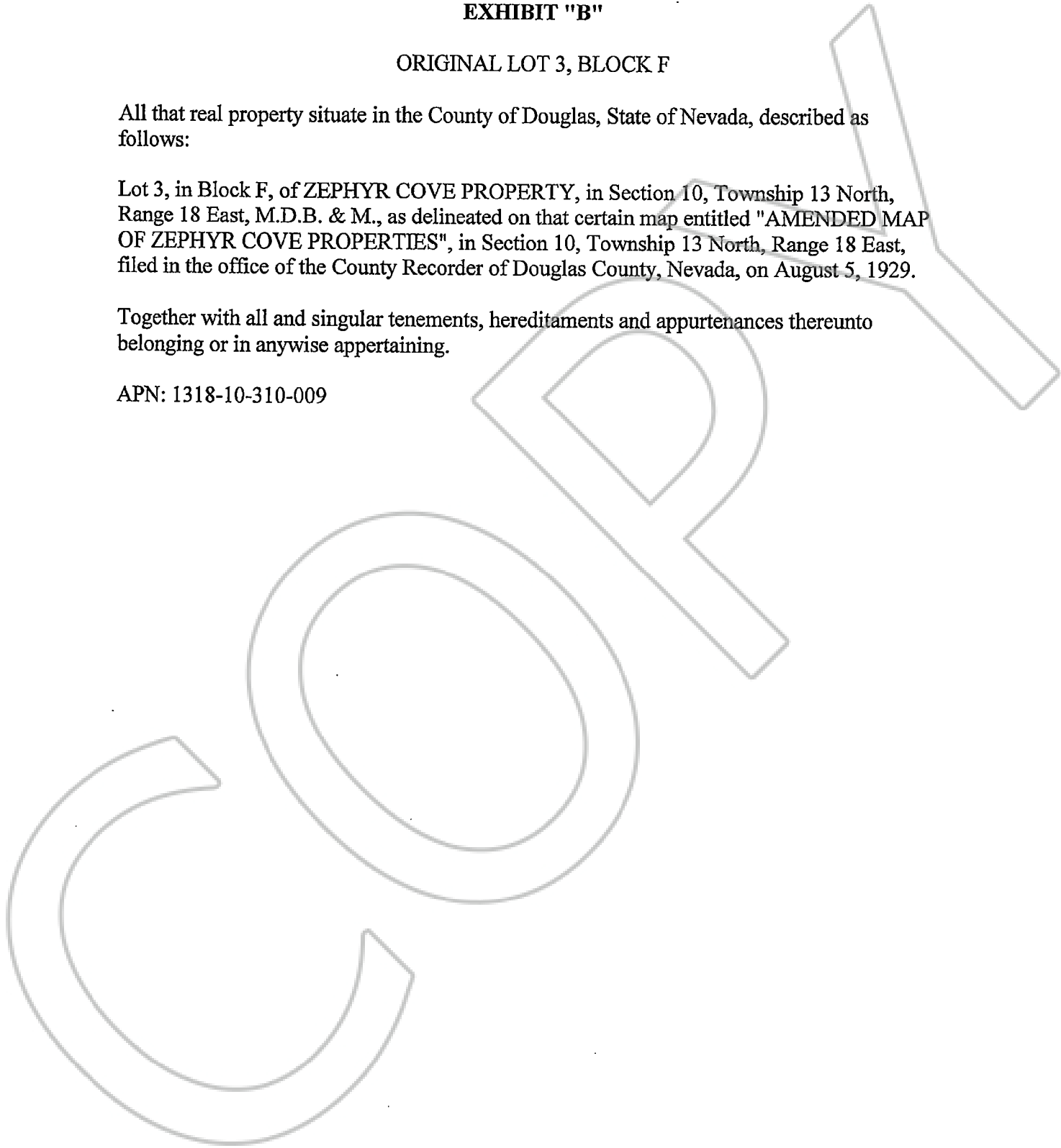
**ORIGINAL LOT 3, BLOCK F**

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

Lot 3, in Block F, of ZEPHYR COVE PROPERTY, in Section 10, Township 13 North, Range 18 East, M.D.B. & M., as delineated on that certain map entitled "AMENDED MAP OF ZEPHYR COVE PROPERTIES", in Section 10, Township 13 North, Range 18 East, filed in the office of the County Recorder of Douglas County, Nevada, on August 5, 1929.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

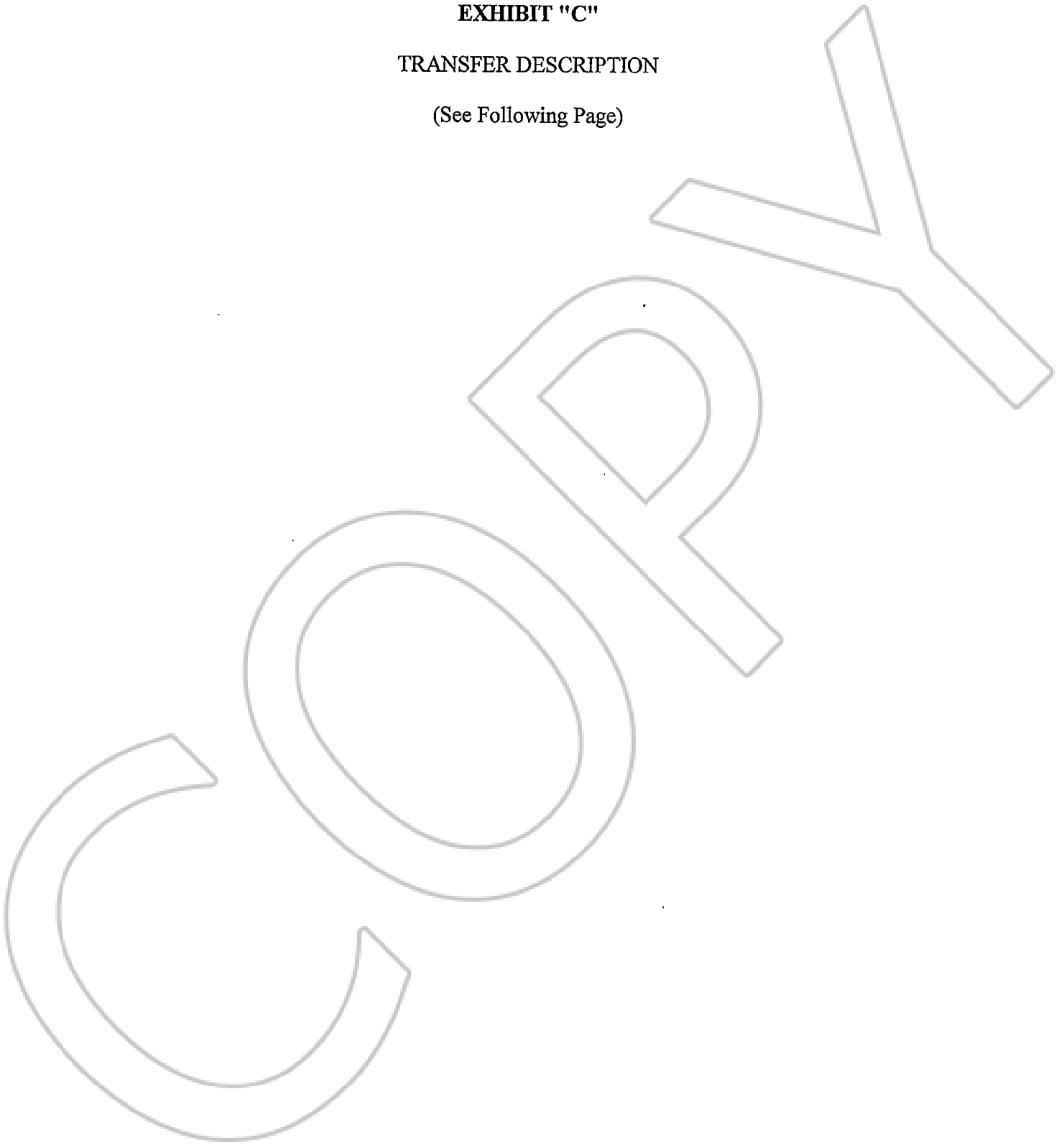
APN: 1318-10-310-009



**EXHIBIT "C"**

**TRANSFER DESCRIPTION**

(See Following Page)



September 6, 2023  
22140

## TRANSFER DESCRIPTION

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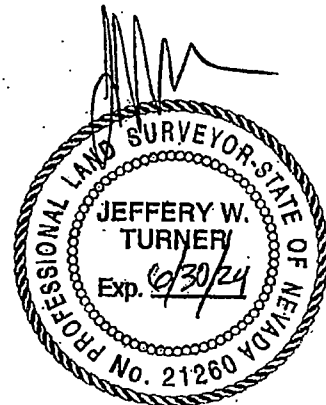
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thence South  $54^{\circ}48'10''$  West 74.97 feet to the Point of Beginning.

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The Basis of Bearing for this description is that Record of Survey, filed for record on November 29, 2018 as Document number 2018-923014.

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

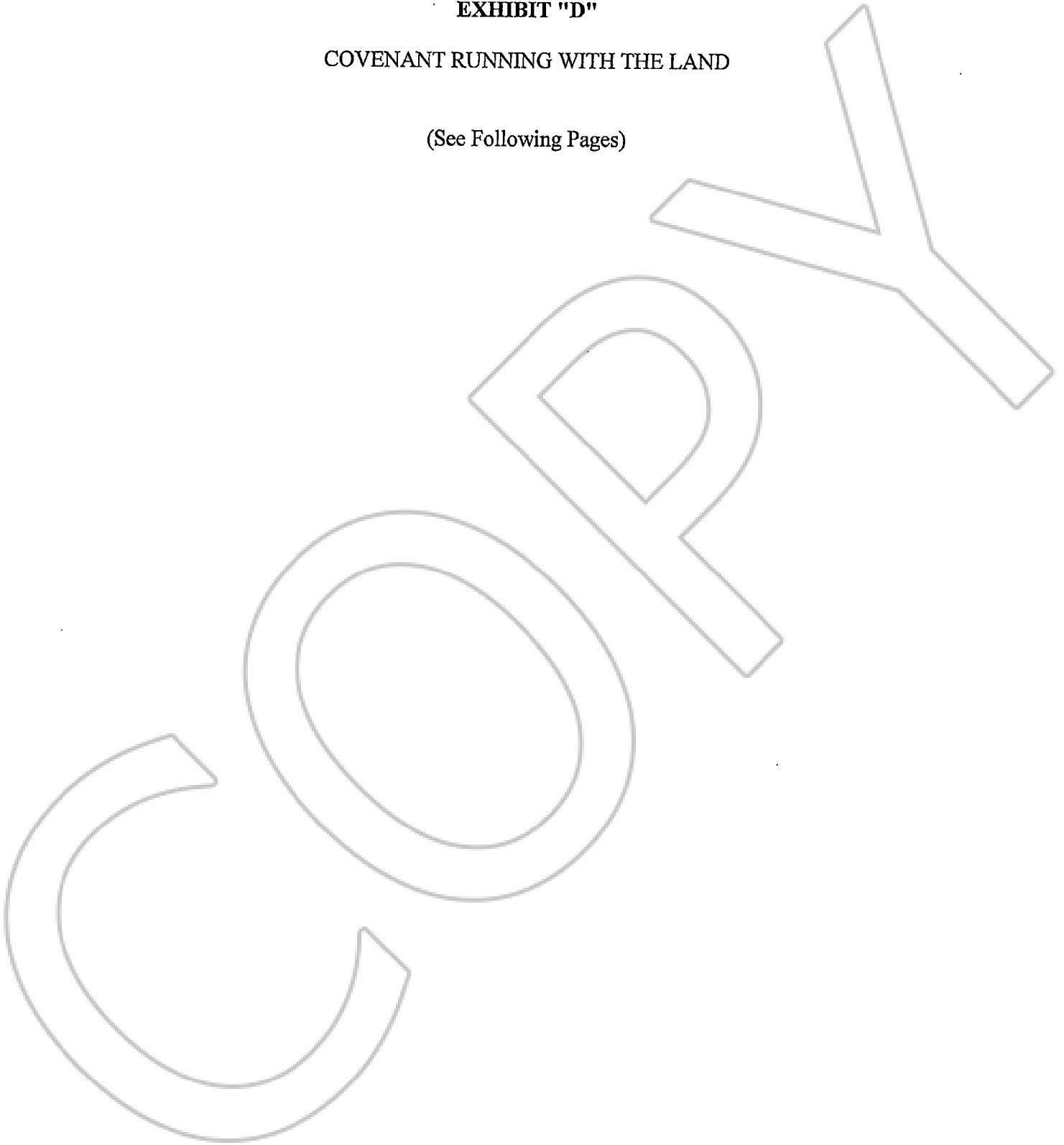




**EXHIBIT "D"**

**COVENANT RUNNING WITH THE LAND**

(See Following Pages)



7-

COVENANT RUNNING WITH THE LAND

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This covenant made this 1st day of November, 1982, by and between ZEPHYR COVE PROPERTIES, INC., and ZEPHYR PROPERTY OWNERS' ASSOCIATION, INC., a Nevada non-profit corporation.

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is the owner of certain real property hereinafter described, and

WHEREAS, ZEPHYR COVE PROPERTIES, INC., is desirous of donating said property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC. subject to the conditions as hereinafter set forth, and

WHEREAS, ZEPHYR COVE OWNERS' ASSOCIATION, INC. is desirous of receiving said property subject to the conditions as hereinafter set forth

NOW, THEREFORE, IT IS HEREBY AGREED, between the parties as follows:

1. Transfer of Property: By quitclaim deed executed herewith ZEPHYR COVE PROPERTIES, INC., shall quitclaim the following described property to ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC.:

The beach area at Zephyr Cove in front of Lots 1-A through Lot 11, and to the low water mark, as delineated on that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, T.13 N., R. 18 E." filed for record on August 5, 1929 in the Office of the County Recorder, Douglas County, State of Nevada.

2. In consideration for acceptance of the quitclaim deed ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC., hereby agrees that such properties shall remain continuously open for use by:

a. Property owners and/or residents of ZEPHYR COVE PROPERTY OWNERS' ASSOCIATION, INC..

1 b. Future owners and/or residents of any property  
2 owned by ZEPHYR COVE PROPERTIES, INC.

3 c. The individual relatives and heirs of  
4 members of ZEPHYR COVE PROPERTIES, INC. to wit,  
5 JAMES A. HARVEY, SAMUEL S. HARVEY, JOHN F. HARVEY,  
6 ELIZABETH BLAIKIE, LESLIE H. WHITTEMORE and  
7 MARGARET JONES.

8 3. Reversionary Interest: ZEPHYR COVE  
9 PROPERTIES, INC., hereby retains a reversionary interest in  
10 the aforescribed property to the extent that said property  
11 is to be used exclusively for the enjoyment and recreational  
12 activities of property owners and members of ZEPHYR COVE  
13 PROPERTIES, INC. In the event said property is used for  
14 other purpose, including but not limited to commercial or  
15 business activities without the prior written approval of  
16 three-fourths majority of ZEPHYR COVE PROPERTIES, INC.  
17 shareholders, said property shall revert to ZEPHYR COVE  
18 PROPERTIES, INC. It is hereby understood that this property  
19 shall, without being subject to the reversionary clause be  
20 available for slips or other docking facilities for use of  
21 property owners and members of ZEPHYR COVE PROPERTIES, INC.,  
22 in such locations as are designated in Zephyr Cove Tract Map  
23 entitled "Amended Map of Zephyr Cove Properties filed on  
24 August 25, 1929".

25 4. Association Membership: As additional  
26 consideration for the transfer of the property as  
27 aforestated, the following shareholders of ZEPHYR COVE  
28 PROPERTIES, INC., shall be given free membership in the  
29 Association for the period of 25 years: JAMES A. HARVEY,  
30 SAMUEL S. HARVEY, JOHN F. HARVEY, ELIZABETH H. BLAIKE,  
31 LESLIE H. WHITTEMORE and MARGARET S. JONES. At the  
32 expiration of said 25 year period memberships shall be

1 renewable upon paying any annual dues that may be assessed  
2 other members of the association. In the event any  
3 properties of the aforementioned individuals are sold, free  
4 membership of the particular property sold shall terminate.

5 5. Attorney's Fees: ZEPHYR COVE PROPERTY  
6 OWNERS' ASSOCIATION, INC., agrees to pay all attorney's fees  
7 in connection with the preparation of this agreement, the  
8 quitclaim deed and other documentation necessary to effect a  
9 transfer of the property in accordance with intent of the  
10 parties.

11 ZEPHYR COVE PROPERTIES, INC.

12  
13 By John J. Harvey  
14 President  
15 John HARVEY

16 Attested:

17 Elizabeth A. Davis  
18 Secretary

19 ZEPHYR COVE PROPERTY OWNERS'  
20 ASSOCIATION, INC.

21 By Ross Swickard  
22 VICE PRESIDENT  
23 ROSS SWICKARD

STATE OF NEVADA.

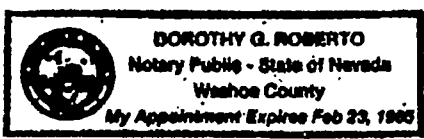
County of Washoe ss.

On November 26th, 1982

DATE personally appeared before me,  
a Notary Public, John F. Harvey

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official stamp at my office  
in the County of Washoe,  
the day and year in the certificate first above written.  
Dorothy G. Roberto  
Signature of Notary



STATE OF NEVADA.

County of Douglas

On 15 November 1982 personally appeared before me.

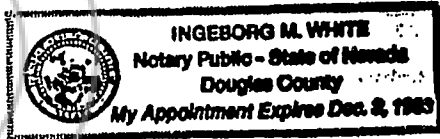
DATE  
a Notary Public (or judge or other officer, as the case may be),

Ross Swickard

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official stamp at my office  
in the County of Douglas  
the day and year in this certificate first above written.

Ingeborg M. White  
Signature of Notary



CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-83187

REQUESTED BY  
Margaret Jones  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 7.00 fee

1982 NOV 29 AM 9:49

SUZANNE BEAUDREAU  
RECORDER

Carol J. Libart  
Dep

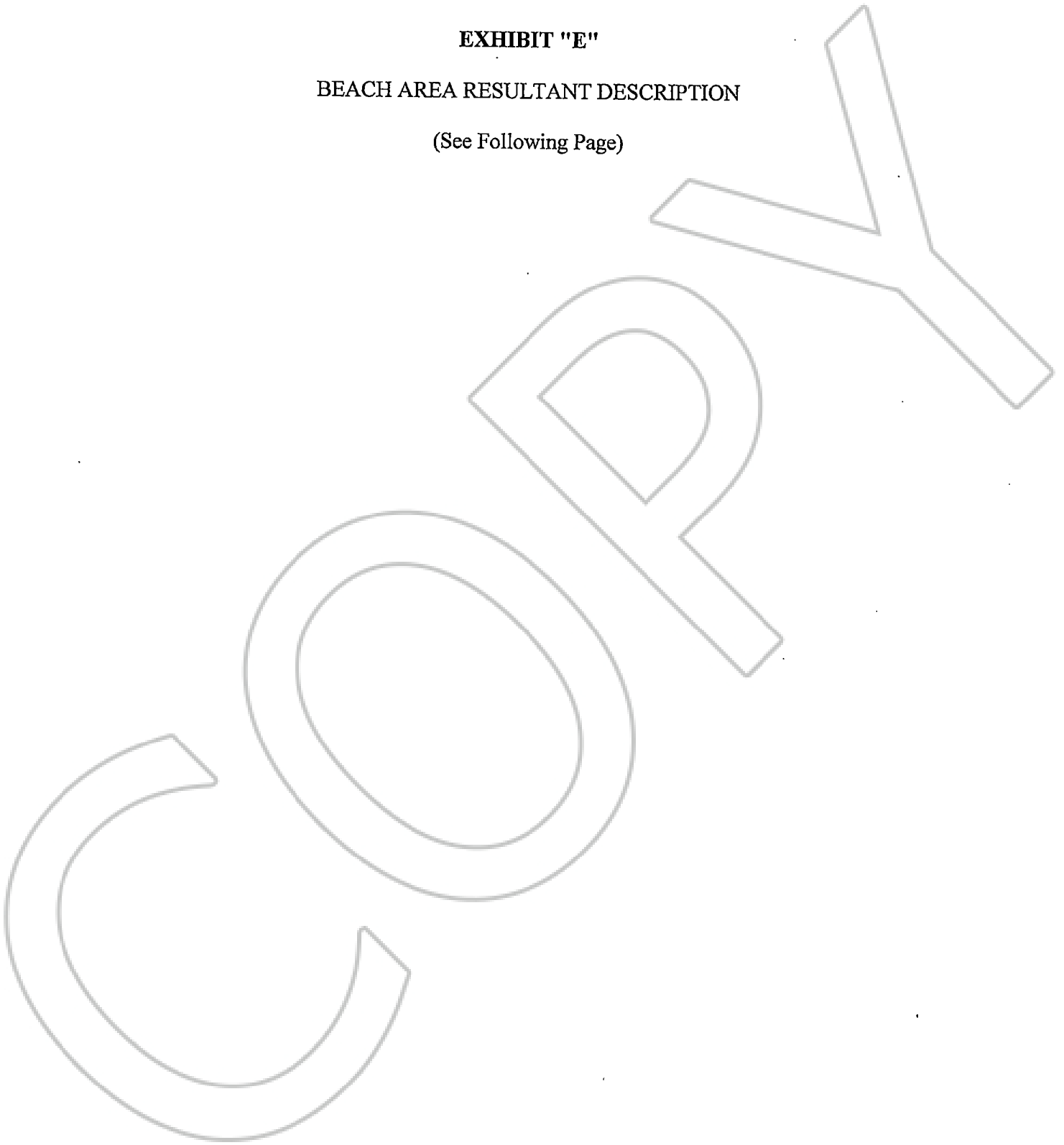
73525

LIBER 1182 PAGE 1265

**EXHIBIT "E"**

**BEACH AREA RESULTANT DESCRIPTION**

(See Following Page)



September 6, 2023  
22140

BEACH AREA  
RESULTANT DESCRIPTION

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

All that portion of the Southwest  $\frac{1}{4}$  of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

All that portion of that Parcel of land described as Adjusted Parcel 1, Beach Area Resultant per that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018, as Document Number 2018-923016, being more particularly described as follows:

Excepting therefrom all that portion of the Southwest  $\frac{1}{4}$  of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Beginning at the Northwest corner of Lot 3, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;

thence North  $28^{\circ}32'00''$  West 15.98 feet, to a point on the Southerly Face of a boulder and rock wall;

thence along said Southerly Face the following three(3) courses:

1. North  $63^{\circ}46'15''$  East 39.13 feet
2. North  $60^{\circ}08'49''$  East 3.73 feet
3. North  $61^{\circ}19'05''$  East 31.16 feet

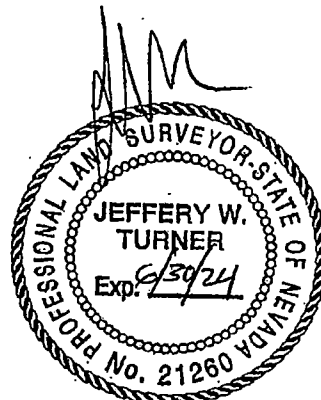
thence leaving said Southerly Face of boulder and rock wall South  $33^{\circ}13'30''$  East 5.89 feet, to the Northeast corner of said Lot 3;

thence South  $54^{\circ}48'10''$  West 74.97 feet to the Point of Beginning.

The Basis of Bearing for this description is that Record of Survey, filed for record on November 29, 2018 as Document number 2018-923014.

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

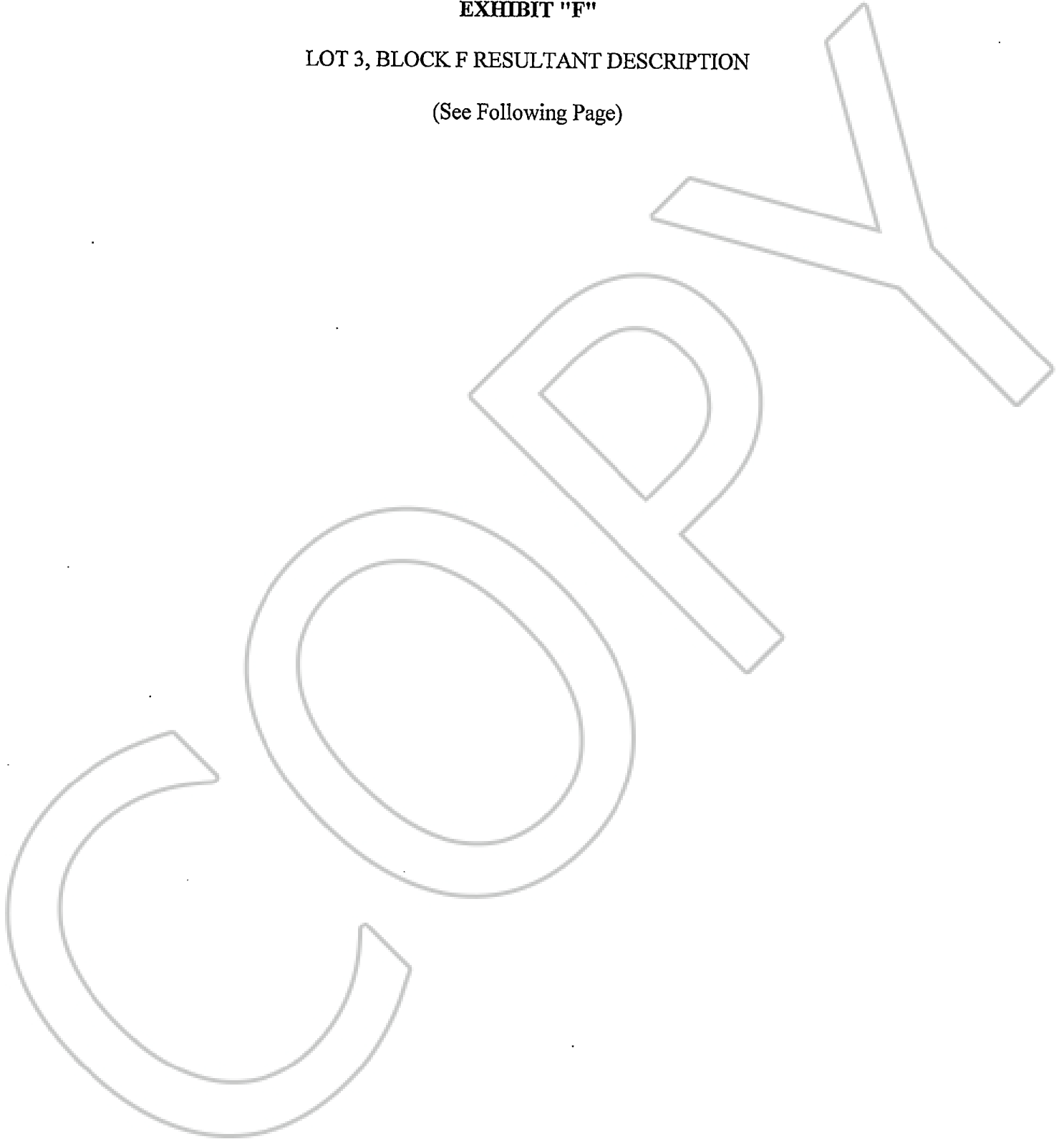
Prepared by: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, NV 89449



**EXHIBIT "F"**

**LOT 3, BLOCK F RESULTANT DESCRIPTION**

(See Following Page)





September 6, 2023  
22140

### LOT 3, BLOCK F, RESULTANT DESCRIPTION

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

All that portion of the Southwest  $\frac{1}{4}$  of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Lot 3, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document Number 266, together therewith all that portion of that Parcel of land described as Adjusted Parcel 1, Beach Area Resultant per that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018, as Document Number 2018-923016, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 3, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266; thence North  $28^{\circ}32'00''$  West 15.98 feet, to a point on the Southerly Face of a concrete retaining wall;  
thence along said Southerly Face the following three(3) courses:

1. North  $63^{\circ}46'15''$  East 39.13 feet
2. North  $60^{\circ}08'49''$  East 3.73 feet
3. North  $61^{\circ}19'05''$  East 31.16 feet

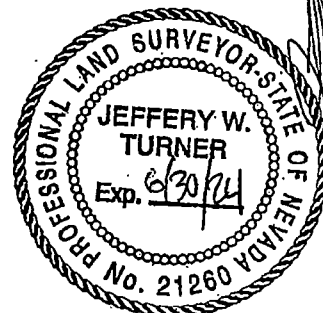
thence leaving said Southerly Face of concrete retaining wall South  $33^{\circ}13'30''$  East 205.11 feet, to the Southeast corner of said Lot 3;  
thence South  $43^{\circ}22'40''$  West 95.48 feet to the Southwest corner of said Lot 3;  
thence North  $28^{\circ}32'00''$  West 219.50 feet to the Point of Beginning.

Containing 18,207 sq. ft., more or less.

The Basis of Bearing for this description is that Record of Survey, filed for record on November 29, 2018 as Document number 2018-923014.

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



**EXHIBIT "F"**

QUITCLAIM DEED TO ZCPOA

(See Attached Pages)

COPY

APN's: 1318-10-310-009 and 1318-10-310-086

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Jennifer Quashnick  
GORDON CONSULTING, INC.  
P.O. Box 4470  
Stateline, Nevada 89449-4470

**SEND TAX STATEMENTS TO:**

Zephyr Cove Property Owners Association  
c/o Bret Goodman  
P.O. Box 454  
Zephyr Cove, Nevada 89448  
(As to APN 1318-10-310-086)

**QUITCLAIM DEED**

THIS INDENTURE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between ZEPHYR COVE PROPERTY OWNERS ASSOCIATION, a Nevada non-profit corporation ("ZCPOA"), and CYNTHIA ANN MULLER and STEVEN FRANCIS MULLER, Trustees of THE MULLER FAMILY TRUST, dated March 28, 2022 ("MULLER TRUST").

WITNESSETH

ZCPOA and MULLER TRUST are the owners of adjacent and abutting parcels of land situated in the State of Nevada, County of Douglas, ZCPOA being the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein (the "ZCPOA Parcel"). MULLER TRUST is the owner of that certain real property described in Exhibit "B" attached hereto and incorporated herein (the "MULLER TRUST Parcel").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CYNTHIA ANN MULLER and STEVEN FRANCIS MULLER, Trustees of THE MULLER FAMILY TRUST, dated March 28, 2022, do hereby QUITCLAIM AND CONVEY, to ZCPOA, and to its heirs, successors and assigns, all that real property described in Exhibit "A" attached hereto and incorporated herein, together with the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereto, all of which is subject to the Covenant Running with the Land recorded in the Official Records of Douglas County, State

of Nevada on November 29, 1982, as Document No. 73525, Book 1182, Pages 1262 through 1265.

**AFFIRMATION PURSUANT TO NRS 239B.030**

The undersigned do hereby affirm that the preceding document does not contain the social security number of any person.

IN WITNESS WHEREOF, the parties have caused these presents to be executed effective on the day and year first above written.

"MULLER TRUST"

THE MULLER FAMILY TRUST,  
dated March 28, 2022

By: \_\_\_\_\_  
Cynthia Ann Muller, Trustee

By: \_\_\_\_\_  
Steven Francis Muller, Trustee

State of Nevada            )  
                                      :ss.  
County of Douglas        )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by CYNTHIA ANN MULLER, as Trustee of THE MULLER FAMILY TRUST, dated March 28, 2022.

\_\_\_\_\_  
(Signature of Notarial Officer)

State of Nevada            )  
  :ss.  
County of Douglas        )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by STEVEN FRANCIS MULLER, as Trustee of THE MULLER FAMILY TRUST, dated March 28, 2022.

\_\_\_\_\_  
(Signature of Notarial Officer)

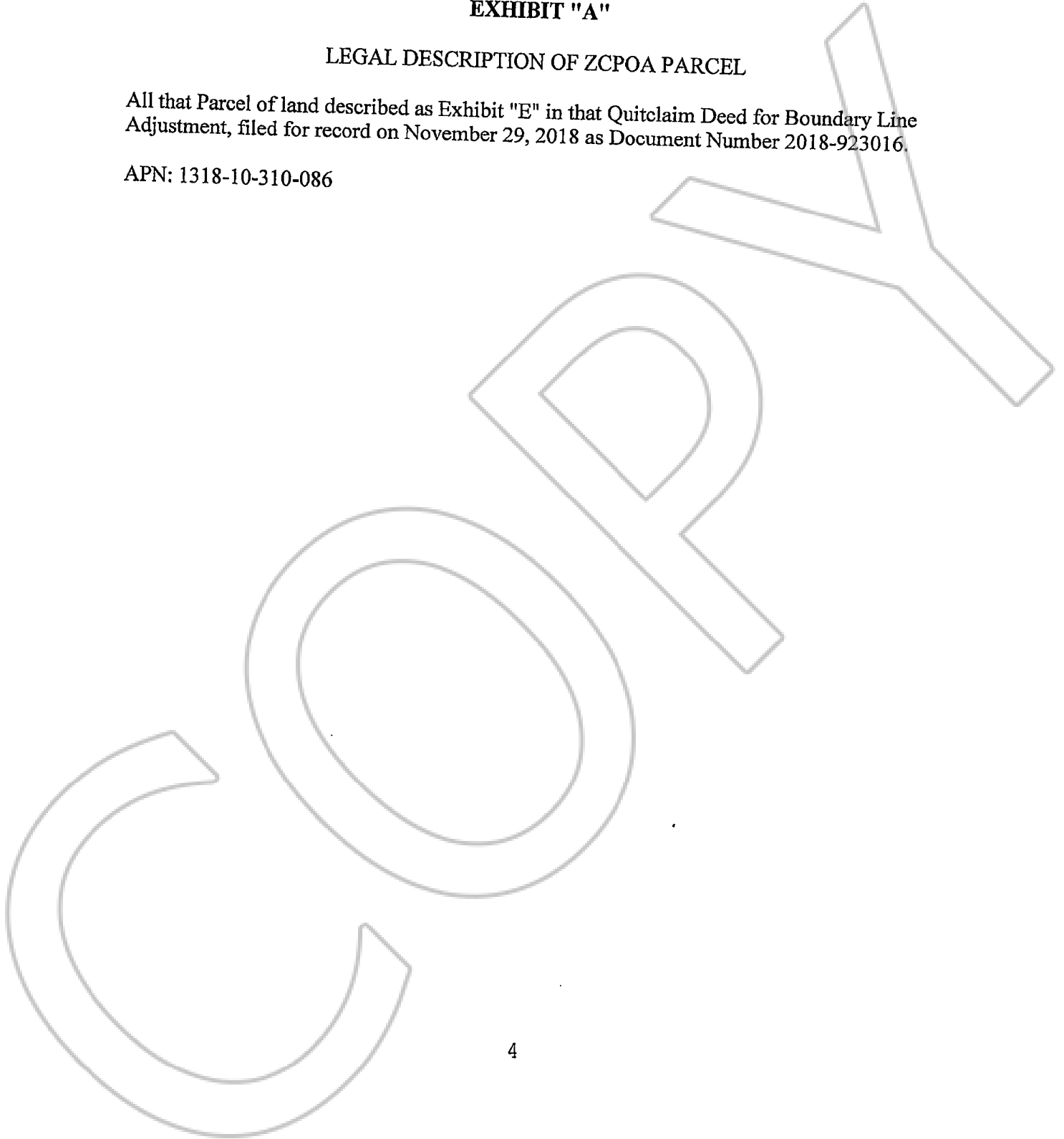
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF ZCPOA PARCEL**

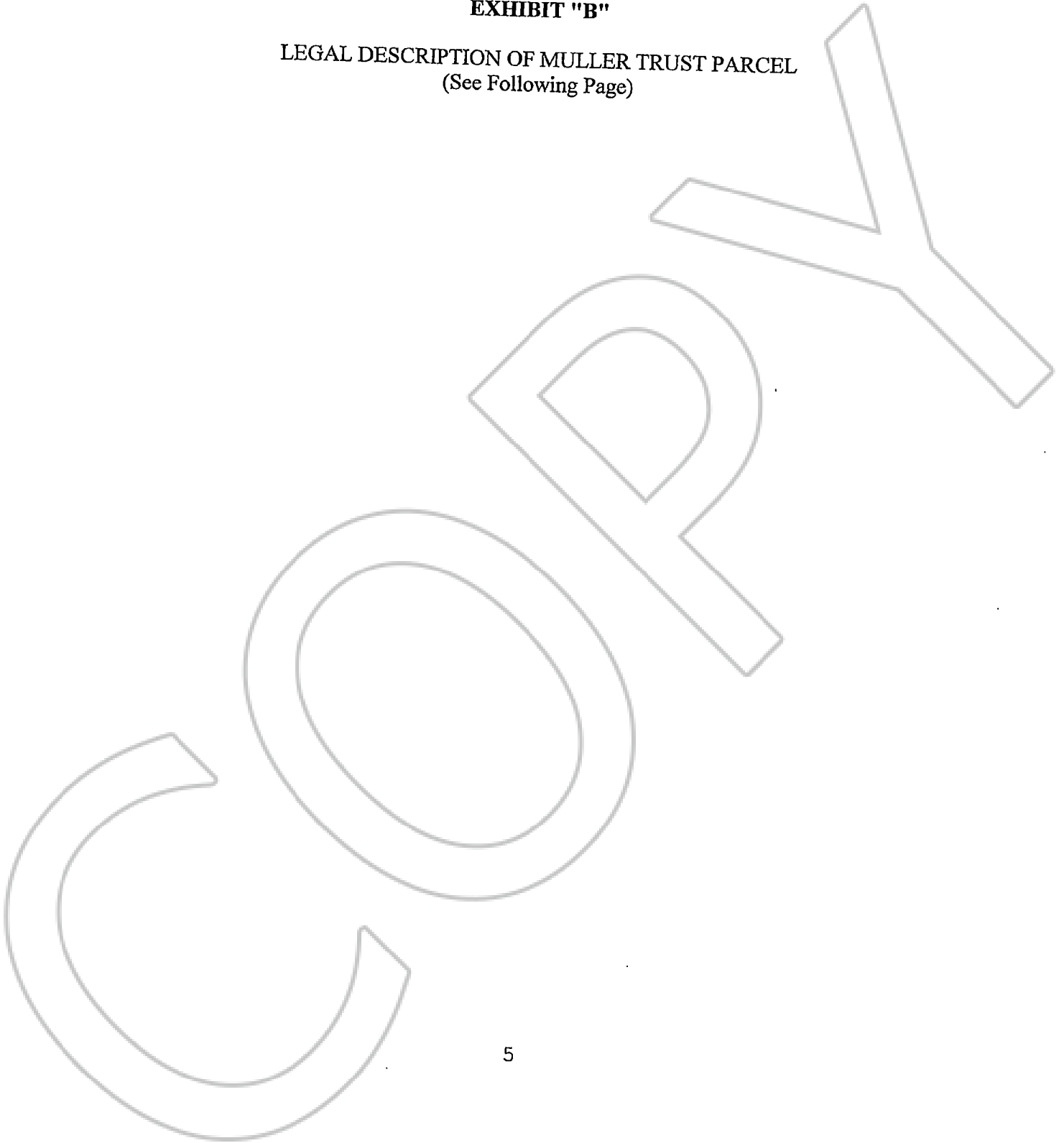
All that Parcel of land described as Exhibit "E" in that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018 as Document Number 2018-923016.

APN: 1318-10-310-086



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF MULLER TRUST PARCEL**  
(See Following Page)



September 6, 2023  
22140

### LOT 3, BLOCK F, RESULTANT DESCRIPTION

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

All that portion of the Southwest  $\frac{1}{4}$  of Section 10, T13N, R18E, M.D.M., more particularly described as follows:

Lot 3, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document Number 266, together therewith all that portion of that Parcel of land described as Adjusted Parcel 1, Beach Area Resultant per that Quitclaim Deed for Boundary Line Adjustment, filed for record on November 29, 2018, as Document Number 2018-923016, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 3, Block F as shown on the Amended Map of Zephyr Cove Property, filed for record on August 5, 1929, as Document No. 266;  
thence North  $28^{\circ}32'00''$  West 15.98 feet, to a point on the Southerly Face of a concrete retaining wall;  
thence along said Southerly Face the following three(3) courses:

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2. North  $60^{\circ}08'49''$  East 3.73 feet
3. North  $61^{\circ}19'05''$  East 31.16 feet

thence leaving said Southerly Face of concrete retaining wall  
South  $33^{\circ}13'30''$  East 205.11 feet, to the Southeast corner of said Lot 3;  
thence South  $43^{\circ}22'40''$  West 95.48 feet to the Southwest corner of said Lot 3;  
thence North  $28^{\circ}32'00''$  West 219.50 feet to the Point of Beginning.

Containing 18,207 sq. ft., more or less.

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

