

A G R E E M E N T

THIS AGREEMENT is entered into this day between LAKE VILLAGE HOMEOWNERS ASSOCIATION, INC., referred to as "Association", and William E. and Loretta M. West

referred to as "Property Owner".

This Agreement is made with reference to the following recitals:

1. Property Owner is the owner of the following described real property, located in Douglas County, Nevada, to-wit:

Lot 71, Lake Village Unit 2E also known as 143 Holly Lane

2. Association, in accord with a Declaration of Covenants, Conditions and Restrictions, as amended, and recorded, is responsible to approve plans for construction, improvements, remodeling and additions on lots, including that of Property Owner.

3. Association has heretofore approved plans for remodeling and certain additions to Property Owner's residence.

NOW, THEREFORE, in consideration of the foregoing, it is agreed:

1. Property Owner on behalf of themselves, their heirs, assigns, and all future owners of said lot, hereby covenants and agrees that said lot described herein and the improvements thereon shall be used and maintained only as a single family residence and

no part thereof shall be divided or partitioned in such a manner as would allow uses thereof other than as a single family residence.

2. Property Owner on behalf of themselves, their heirs, assigns and all future owners, covenants and agrees that if said premises described herein are rented or sold, they shall be rented or sold only for the purposes of use as a single family residence.

3. Property Owner agrees on behalf of themselves, their heirs, assigns and all future owners, that in the event that the Association has reasonable cause to believe said premises are being used for purposes other than single family residence purposes, then Association shall have the right to enter and inspect said premises, provided written notice is first given to the record owner at least 15 days prior to such request for inspection. Such notice shall detail the claimed violations. The inspection shall be at such reasonable time and date mutually agreed upon so as not to unduly inconvenience the owner and/or occupant, provided that such inspection shall be within 30 days from the date of such notice. Notice shall be to the address of the then record owner on file with the Association. The owner or his representative shall have the right to be present at such inspection.

4. In the event of legal action by Association to enforce this Agreement or any of the terms or conditions of the recorded Declaration of Covenants, Conditions and Restrictions, as amended, affecting said lot described herein, then the prevailing party shall be entitled to reasonable attorney's fees.

5. Property Owner covenants and agrees on behalf of themselves, their heirs and assigns, that the Association shall have the full right to enforce this Agreement and to enforce any provisions of the Declaration of Covenants, Conditions and

Restrictions of Association.

DATED this 27th day of April, 1977.

LAKE VILLAGE HOMEOWNERS ASSOCIATION

By *Holly Levien*  
Holly Levien

PROPERTY OWNER:

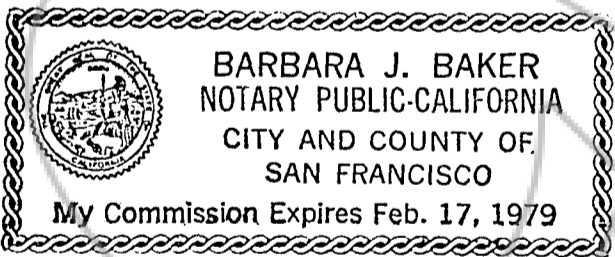
By X *William E. West*  
William E. West

By X *Loretta M. West*  
Loretta M. West

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) SS.

On this 6<sup>th</sup> day of MAY, 1977, personally  
appeared before me, a Notary Public, \_\_\_\_\_  
William E. West / LORETTA M. WEST.  
who acknowledged that they executed the above instrument.

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



*Barbara J. Baker*  
NOTARY PUBLIC

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LAW OFFICES  
LESTER H. BERKSON  
P. O. BOX 269  
LAKE TAHOE  
STATELINE, NEVADA

REQUESTED BY  
Lake Village Homeowners Assoc.  
RECORDS OF  
CLATSOP CO. NEVADA  
#5.00p  
MAY 27 AM 11:13  
PATRICIA J. WILLIAMS  
RECORDER  
Donna Garrison  
(Key) 09574  
BOOK 577 PAGE 1515