

4448

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PARCEL A AND PARCEL B OF PARCEL 4 ROUNDRIIDGE TOWNHOUSES

THIS DECLARATION is made this 19th day of June, 1980, by JOHN F. AHERN and JUDITH W. AHERN, husband and wife, and AMS PROPERTIES, a Nevada limited partnership, the owners of the real property to which these covenants are applicable.

1. REAL PROPERTY SUBJECT TO THIS DECLARATION:

The following described real property shall be subject to this declaration:

All that certain lot, piece or parcel of land, situated in the County of Douglas, State of Nevada, described as follows:

UNIT A and UNIT B as shown on that Condominium Parcel Map for Clare Golnick recorded March 5, 1980, in Book 380 of Official Records, at Page 629, Douglas County, Nevada, as Document No. 42427, said Map being a Redivision of Parcel 4, as shown on the Map of Roundridge Townhouses, filed in the Office of the County Recorder of Douglas County, Nevada, on August 14, 1967, Document No. 37524.

Together with the Common Area, for access and utility purposes as set forth on said Condominium Parcel Map.

2. NATURE AND PURPOSE OF THIS DECLARATION:

Parcel A and Parcel B are improved with townhouse units sharing ownership of the common area for parking, utilities and ingress and egress easements. The property subject to this declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth herein and on the recorded Parcel Map. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the property and shall run with the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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3. ENFORCEMENT:

Any owner and any person having a security interest in the properties may enforce these covenants. Failure to enforce shall not constitute a waiver.

4. EASEMENTS FOR INGRESS AND EGRESS AND UTILITIES:

Easements for ingress and egress and for the installation, use, maintenance, repair, and replacement of utilities, including sewer, gas, electricity, telephone, water and cable TV for the use of said Parcels A and B are hereby created over, under and across the common area. The owners of the respective parcels shall use and maintain such easements in a manner so as to cause as little interference as possible with the use of the adjoining parcel. Such easements shall conform substantially to the present location of easements.

Where easements are for joint use of both parcels, the costs of maintenance shall be shared equally. Where the use of an easement solely benefits only one parcel, then such parcel owner shall be solely responsible for its maintenance. The cost of maintenance of all of the paved easements shall be shared equally.

5. POSSESSION AND USE OF COMMON AREA:

Except as provided herein, the owner of each parcel shall have the equal right to possess and use all common areas. The owner of each parcel shall have the right to exclusive possession of decks and stairs located on the common area but attached to a structure on Parcel A or Parcel B.

No dividing walls shall be built upon the common area. All paved easements shall be used only for ingress, egress, temporary parking and guest parking. Each owner shall be responsible to maintain in good repair the common area of which such owner has the exclusive possession.

6. MAINTENANCE OF IMPROVEMENTS:

The owner of each parcel shall be solely responsible for the maintenance, repair or replacement of the exterior and interior of the improvements located on their respective parcel. All repairs, maintenance and replacements shall be done in a manner compatible with the improvements located on both parcels. Each parcel owner shall maintain the good condition and appearance of improvements on his parcel and shall, when required, paint in a manner and color compatible with improvements on the adjoining parcel.

There shall be no changes, additions or alterations to the exterior of the properties that are not in harmony with the architectural concept and aesthetics of the properties as originally designed and constructed or as may from time to time be modified with the concurrence of both parcel owners.

7. CONTRIBUTION:

In the event a parcel owner fails to maintain, repair or replace improvements as required, then the other parcel owner may make such repairs, replacements or perform such maintenance and may charge the cost thereof to the defaulting parcel owner; provided first, that, except in the case of emergency, fifteen (15) days' written notice shall first be given to the defaulting parcel owner.

8. INSURANCE:

Each parcel owner shall, at their expense, maintain current fire and extended coverage insurance in an amount that will cover the replacement of improvements. In the event of fire or damage to improvements then such improvements will be replaced and repaired as soon as feasible.

9. QUIET ENJOYMENT:

Each parcel owner and their tenants and guests shall not

do anything that will unreasonably interfere with the quiet enjoyment of the adjoining parcel owner, their tenants and guests.

10. GENERAL PROVISIONS:

a. Easements Binding on Successors:

All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns;

b. Severability:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect;

c. Amendment:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the owners of both parcels. Any amendment must be recorded.

DATED: This 19th day of June, 1980.

John F. Ahern
JOHN F. AHERN

Judith W. Ahern
JUDITH W. AHERN

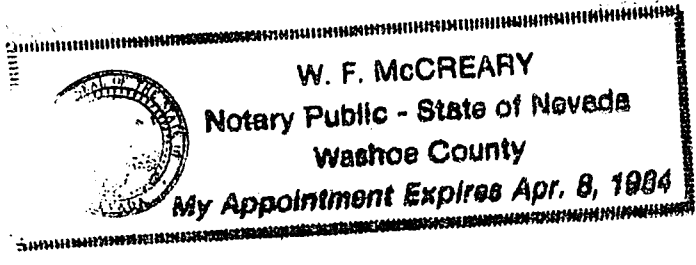
AMS PROPERTIES, a Nevada limited partnership

By Clare Golnick
CLARE GOLNICK, General Partner

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 19th day of June, 1980, personally appeared before me, W.F. McCrory, a Notary Public, JOHN F. AHERN, JUDITH W. AHERN and CLARE GOLNICK, who acknowledged to me 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 of Douglas, the day and year in this certificate first above written.



W. F. McCreary
NOTARY PUBLIC

COPY

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 7.00 fee.
1980 JUN 20 AM 11:51

MARIE A. RABEL
RECORDER
Carol E. Hart 45480
Dep. BOOK 680 PAGE 1954