

When recorded mail to:
Douglas County Title Co.
P. O. Box 1361
Gardnerville, NV 89410
101911

MAINTENANCE AGREEMENT

1 WHEREAS, BERNARD S. THOMPSON, owner/developer, is the owner of the
hereinafter described duplex parcel of real property; and

2 WHEREAS, BERNARD S. THOMPSON is desirous of providing for the future
3 maintenance of said parcel of real property, together with any improvements
4 located thereon, and the common driveway area; and

5 WHEREAS, the covenants, terms, and conditions of this agreement shall
6 run with the land and bind all future owners of the hereinafter described
parcel of real property.

7 NOW, THEREFORE, BERNARD S. THOMPSON does hereby provide for the main-
8 tenance of the hereinafter described parcel of real property upon the terms
and conditions herein set out.

9 1. The real property that is subject to this Maintenance Agreement
10 is situate in the County of Douglas, State of Nevada, and is more particularly
described as follows, to wit:

11 PARCELS^{A&B} as shown on that certain Parcel Map recorded January
12 22, 1980 in Book 180 of Official Records at Page 1060 Douglas
13 County, Nevada as Document No. 40800, being a Parcel Map of LOT
14 514 as shown on the map entitled SUBDIVISION OF PARCELS A and B
OF THE SECOND AMENDED MAP OF SUMMIT VILLAGE, as filed in the
office of the County Recorder of Douglas County, Nevada, on
October 27, 1969, as Document No. 46173 and re-recorded December
4, 1969, as Document No. 46671.

15 Assessment Parcel No. 11-262-31

16 2. Further, this agreement includes the maintenance of the common
17 driveway and parking pad area.

18 3. No buildings or structures of a temporary nature, trailer, tent,
19 shack, barn, or other out buildings shall be used on any unit at any time
as a residence, either temporarily or permanently.

20 4. No exotic or wild animals shall be kept in any unit for any purpose.

21 5. All dogs and cats shall be kept on a leash or be, otherwise, in
22 the control of the owner or person having custody of said animal during the
times in which said animal is outside of the residence built on the property.

23 6. No noxious or offensive activities shall be carried on upon any unit,
24 nor shall anything be done thereon which may be or may become an annoyance or
nuisance to the neighborhood.

25 7. Once a building is constructed on the property, there shall be no
26 alterations to the exterior of said structure without the approval of all
owners of the property.

27 8. No garbage, refuse, rubbish, or obnoxious or offensive material
28 shall be permitted to accumulate on the property and all garbage and other
29 like material to be disposed of shall be disposed of in accordance with
accepted sanitary practice.

30 9. Routine maintenance shall be performed on any buildings located on
31 the property to keep them in the same quality and shape as when constructed,
32 ordinary wear and tear excepted therefrom.

1 10. The exterior of the structure shall be of the same color.

2 11. The decks on the structure shall not be blocked in any manner nor
3 used for storage of any items, including, but not limited to, firewood,
4 bicycles, skis, and toys.

5 12. Any owner or tenant of the premises shall not use his premises for
6 an unlawful purpose.

7 13. Any owner or tenant of the premises shall use the same so as not to
8 interfere with the enjoyment of any other portion of the premises by any
9 other owner or tenant.

10 14. All costs of maintenance shall be divided equally between the
11 parcels of property involved.

12 15. In the event a dispute arises, as to any of the terms, conditions,
13 or covenants of this Maintenance Agreement, or as to the responsibilities
14 of maintenance and costs therefor, that the parties cannot resolve between
15 themselves, then the parties each shall appoint a third arbitrator, when
16 and where the three arbitrators so appointed shall make a decision as to
17 the point in dispute by a majority vote, which decision shall be final and
18 binding upon all parties.

19 16. Each owner of a unit within the condominium structure by acceptance
20 of a deed for said unit, whether or not it shall be so expressed in such
21 deed, is deemed to covenant and agree to pay an annual maintenance assess-
22 ment or charge.

23 The owners of each parcel shall immediately pay an assessment of
24 \$250.00 in order to establish a continuous \$500.00 maintenance fund for
25 the entire structure. Upon the expenditure of any sum from the above
26 maintenance fund, said \$500.00 fund shall be reimbursed equally by the owners
27 of each parcel.

28 Said assessments, together with interest, costs and reasonable attorney's
29 fees, shall be a charge on the property and shall be a continuing lien upon the
30 unit against which each such assessment is made. Such assessment, together
31 with interest, costs and reasonable attorney's fees, shall also be the
32 principal obligation of the person who was the owner of such unit at the time
when the assessment fell due. The personal obligation for delinquent assess-
ments shall not pass to a subsequent successor in title unless expressly
assumed by such successor.

If, at any time during any fiscal year, the maintenance assessment proves
inadequate for any reason, including nonpayment of any owner's share thereof,
the unit owners may levy a further assessment in the amount of such actual
or estimated inadequacy, which amount should be assessed to the owners
individually in the manner established by said owners.

1 17. Notwithstanding any provision to the contrary herein contained,
2 the liens created hereunder upon any condominium shall be subject and
3 subordinate to and shall not affect the rights of the holder of the indebt-
4 edness secured by any recorded first mortgage (meaning a mortgage with first
5 priority over other mortgages) upon such interest made in good faith and
6 for value.

7 18. In the event any party or successor in interest of any party to
8 this agreement is required to retain an attorney to enforce any of the terms,
9 conditions, or covenants of this agreement, then the party prevailing shall
10 be entitled to the award of a reasonable attorney's fee, together with costs
11 incurred herein.

12 19. The purpose of this agreement is to protect the value and desir-
13 ability of the property hereinabove described and the terms, conditions, and
14 covenants of this agreement shall run with the real property and be binding
15 upon all parties having any right, title, or interest in the described
16 property, or any part thereof, their heirs, successors, and assigns, and
17 shall inure to the benefit of each owner thereof.

18 DATED this 10th day of November, 1980.

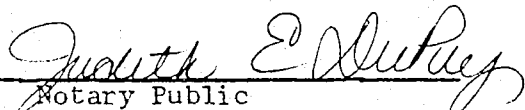
19 BERNARD S. THOMPSON

20 BY 
21 Bernard S. Thompson

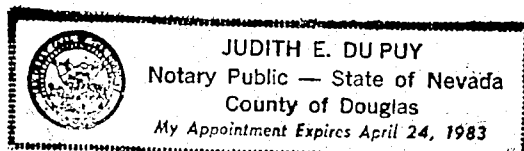
22 STATE OF NEVADA)
23)ss.
24 COUNTY OF DOUGLAS)

25 On this 10th day of November, 1980, personally appeared before me, a
26 Notary Public in and for said County and State, Bernard S. Thompson,
27 known to me to be owner/developer of above described property, who
28 executed the foregoing instrument and acknowledged to me that he executed
29 the same freely and voluntarily and for the uses and purposes therein
30 mentioned.

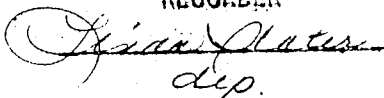
31 IN WITNESS WHEREOF, I have hereunto set me hand and affixed my official
32 seal the day and year in this certificate first above written.


Notary Public

33 REQUESTED BY
34 DOUGLAS COUNTY TITLE
35 IN OFFICIAL RECORDS OF
36 DOUGLAS CO. NEVADA
37 5.40 pd
38 1981 JAN 12 AM 11:39



39 MARIE A. RABEL
40 RECORDER


dep.

52461

BOOK 181 PAGE 522