

1 DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS  
2 FOR THE HILLTOP DUPLEXES

3 PREAMBLE

4 The undersigned, hereinafter referred to collectively as  
5 "Declarant", without regard to gender or number, being the owners  
6 of the subject real property known as Hilltop Duplexes, Kingsbury,  
7 Douglas County, Nevada, as such are legally described as Lots 558  
8 through 568 of the Map of Summit Village filed for record in the  
9 Office of the County Recorder of Douglas County, Nevada, as  
10 Document No. 43419, on January 13, 1969, and as Document No.  
11 46671 on December 24, 1969. DECLARANT DOES, BY THESE PRESENTS,  
12 HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions,  
13 restrictions, reservations, liens, charges and easements upon and  
14 subject to this Declaration, and all parts or portions thereof,  
15 improvements thereon, occupied, leased, subleased or otherwise  
16 transferred; all of which are for the benefit of said property and  
17 each party having any interest therein as owner, lessee or sub-  
18 lessee, and the same, and each of them, shall inure to and be  
19 binding upon each and every successive successor in interest of  
20 each such person, and the same of each same is hereby imposed  
21 upon said property as a servitude in favor thereof and interest  
22 therein as the dominant easement or tenement, to-wit:

23 I

24 PROPERTY

25 The property subject to this Declaration hereinbefore and  
26 hereinafter referred to as "subject real property" is situated in  
27 the County of Douglas, State of Nevada, and is more particularly  
28 known as Lots 558 through 568, inclusive, of Summit Village,  
29 Douglas County, Nevada, as same are depicted on the subdivision  
30 map thereof referred to in the Preamble to this Declaration.

31 ///

32 ///

MANOUKIAN, SCARPELLO & ALLING, LTD.

ATTORNEYS AT LAW

CARSON CITY OFFICE  
303 EAST PROCTOR STREET  
CARSON CITY, NEVADA 89701  
TELEPHONE (702) 882-4577

LAKE TAHOE OFFICE  
ROUND HILL PROFESSIONAL BUILDING  
P. O. BOX 55  
ZEPHYR COVE, NEVADA 89448  
TELEPHONE (702) 588-6676

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DEFINITIONS

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same is used) shall be deemed to mean and shall be defined as hereinafter set forth.

PROJECT: The subject real property, together with all improvements situated or to be constructed thereon.

PARCEL: Parcels 558 through 568, inclusive, and any common area associated therewith in Summit Village, Douglas County, Nevada.

DECLARATION: This Declaration or the same as amended, pursuant to Article VII hereof.

NOTICE: Notice, declaration, certification, approval, consent, authorization shall mean and be effective only when such is in writing.

OWNER; Any person or persons who or which have a fee interest in a parcel, and the successive successors, assigns, devisees or personal representatives of such person or persons.

RECORD, ETC.: Record, to record, recorded, recording or of record shall mean that an instrument has been, is or is to be duly acknowledged and filed for recording and, in applicable instances, has been recorded in a public office in the office of the County Recorder of Douglas County, Nevada.

STRUCTURE: Any and every improvement in, on, under or upon the subject real property.

SUBJECT REAL PROPERTY: That certain parcel of land, including present or future improvements thereon situated, in Douglas County, Nevada, or more particularly as described herein.

TRANSFER: The transfer of any and every kind or nature, whatsoever, of any right, title or interest in the project, or in a parcel therein or appurtenant thereto, including a transfer by deed of trust or mortgage, and also including, but not limited to, a sale, assignment, gift, lease or sublease.

SEWER: Sewer, sewer lines, sewer pumps, sewer pipes, sewer storage tanks, and the like, whether or not provided or supplied by a public utility company.

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CARSON CITY OFFICE  
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TELEPHONE (702) 882-4577

1 III

2 INCORPORATION OF EXISTING RESTRICTIONS

3 To the extent that all or any portion of the project shall  
4 heretofore have been made subject to any conditions or restric-  
5 tions of use by a recorded instrument or instruments, all owners  
6 shall abide by such conditions or restrictions. Nothing herein  
7 contained is intended to abrogate any existing valid restrictions  
8 or covenants concerning the subject real property.

9 IV

10 ASSOCIATION

11 Declarant, owner, owners or any of owners' assigns, or the  
12 parties or all persons claiming under them as owners of real  
13 property within the subject real property, shall organize a non-  
14 profit property owners association, to be known as "HILLTOP  
15 DUPLEXES SUMMIT VILLAGE ASSOCIATION." Said association may  
16 collect any and all funds deemed necessary by it for the maintenance  
17 of or construction of or making of improvements as hereinafter  
18 allowed for sewer maintenance. Any such charges shall be payable  
19 to said association or its assigns on the first day of December  
20 of each and every year. All owners claiming rights in the subject  
21 real property, by the acceptance of their deeds, hereby expressly  
22 vest in said association which may be formed the right and power  
23 to bring all actions necessary for the collection of such sums,  
24 and to enforce any liens created thereby.

25 Said association shall maintain the sewer and sewer ease-  
26 ments, and may further engage and pay for all labor and materials  
27 as may be reasonably necessary for such maintenance.

28 The association shall maintain that portion of the main  
29 water line servicing the project area that lies between the main  
30 Summit Village water line at the corner of Bonnie Court and  
31 Tramway Drive, and the manifold area located within the confines  
32 of Lot 560, Summit Village.

1 The association shall have the duty to enforce each and  
2 every one of these provisions in this declaration, including the  
3 duty to commence and maintain an action to enjoin any breach or  
4 threatened breach of any of the provisions hereof, and to pay all  
5 costs of such action or other enforcement procedure.

6 Each owner shall pay to the Association the assessments  
7 which shall be established by the Association for the operation  
8 of the association and the operation, maintenance, care and  
9 improvement of the walkway and utilities. Each parcel in the  
10 subject real property shall be subject to a lien to secure pay-  
11 ment of the assessment established against it. The association  
12 may, from time to time, establish a special assessment to be  
13 levied equally against each parcel for the operation of the  
14 association and the operation, maintenance, care and improvement  
15 of such property. In addition, the association shall have the  
16 authority to establish and fix special assessments on any parcel  
17 to secure the liability of the owner of such parcel to the asso-  
18 ciation for any breach of such owner of any of the provisions of  
19 this Declaration, which breach shall require the expenditure by  
20 the association for repair, remedy, collection or suit. Any such  
21 special assessment shall become a lien against each parcel in the  
22 same manner as otherwise provided for herein. Any special assess-  
23 ment shall be payable in full on the first day of the second  
24 calendar month next following the date that the same shall be  
25 established by the association.

26 Declarant, as to the property covered by this Declaration,  
27 has established and does hereby establish, reserve and impose a  
28 lien thereon, securing each assessment and special assessment  
29 provided for by this Declaration, together with all costs,  
30 penalties and interest, and Declarant does hereby assign to the  
31 association the right to collect and enforce the collection of  
32 same in accordance with and subject to the limitations contained

1 in each of the provisions of this Declaration. Each and every  
2 assessment and lien, together with any costs, penalties or interest  
3 reserved under this Declaration, shall be subordinate to any  
4 valid bonafide mortgage or trust deed (and the lien and/or title  
5 thereof) which has been or which may hereafter be given in good  
6 faith and for value, or for any interest of any property covered  
7 by this Declaration. Any subsequent owner of any property pur-  
8 chased at foreclosure shall be bound by the restrictions, con-  
9 ditions, covenants, reservations, assessments and liens set out  
10 in this Declaration.

11 The association shall, upon request by a first mortgagee,  
12 give written notice to said mortgagee of any default in a mort-  
13 gageor's obligations arising hereunder which is not cured within  
14 thirty (30) days.

15 Any first mortgagee who comes into possession of a parcel or  
16 property covered hereunder, pursuant to remedies provided in such  
17 mortgage, or forecloser of the mortgage or deed (or assignment in  
18 lieu of foreclosure) or by trustee's sale, shall be exempted from  
19 any "right of first refusal" and shall take the property free of  
20 any claim for unpaid assessments or charges against the mortgaged  
21 unit which accrue prior to the time the holder comes into posses-  
22 sion of the unit.

23 Every owner of a parcel shall be a member of the association.  
24 Membership shall be appurtenant and shall not be separate from  
25 such ownership of parcel or lot which is subject to assessments.  
26 Every member shall be entitled to one vote for each parcel owned.  
27 When more than one person holds such an interest in any parcel,  
28 all such persons shall be members. The vote for such parcel  
29 shall be exercised as they, among themselves, determine, but in  
30 no event shall more than one vote be cast with respect to any  
31 lot or parcel.

32 ///

EASEMENTS

1  
2  
3 There is hereby specifically reserved for the benefit of  
4 the owners in common and for each owner severally, as their  
5 respective interests shall obtain, the following easements for  
6 sewer purposes:

7 Any "sewer" as same is defined hereinabove,  
8 as same may be located at the time of the filing of  
9 this declaration or thereafter. Declarant hereby  
10 declares that all owners and parties and persons  
11 claiming under them as grantees of land within the  
12 subject real property, and shall have the duty to  
13 maintain and keep said sewer open for the use and  
14 benefit of themselves as owners and for all other  
15 owners of land within the subject real property.

16 The foregoing easement and covenant shall run with the land  
17 and be for the benefit of and be binding on and limitation on all  
18 future owners of parcels or property within the subject real  
19 property. The cost of maintaining said sewer easement shall be  
20 borne by the association.

21 VI

22 MISCELLANEOUS

23 All titles used in this Declaration, including those of  
24 articles and paragraphs, are intended solely for convenience of  
25 reference and the same shall not, nor shall any of them, affect  
26 that which is set forth in said article or paragraph, nor any of  
27 the provisions or terms of this Declaration, nor the meaning  
28 thereof. Reference herein to either the association or declarant,  
29 or owners or owner, shall include each successor to the affairs  
30 of such, and each successor shall succeed to the rights, powers,  
31 authority and duties hereunder of such whose affairs it succeeds.

32 ///

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TELEPHONE (702) 882-4577

LAKE TAHOE OFFICE  
ROUND HILL PROFESSIONAL BUILDING  
P. O. BOX 53  
ZEPHYR COVE, NEVADA 89448  
TELEPHONE (702) 588-6876

1 HILLTOP DUPLEXES SUMMIT VILLAGE ASSOCIATION agrees to  
2 keep, save and hold Summit Village Homeowners' Association  
3 free from all liabilities, penalties, losses, damages, costs,  
4 expenses, causes of action, claims and/or judgments arising by  
5 reason of any injury or damage to any person or persons by  
6 any causes or in anyway connected with the sewers and sewer  
7 easements installed by Declarant and maintained by HILLTOP  
8 DUPLEXES SUMMIT VILLAGE ASSOCIATION, and to indemnify SUMMIT  
9 VILLAGE HOMEOWNERS ASSOCIATION therefrom.

VII

AMENDMENTS

11 These covenants, conditions and restrictions shall remain  
12 in full force and effect for a period of ninety-nine (99) years  
13 from the date hereof. No modification, repeal or amendment of  
14 this Declaration shall be effective or binding upon any party  
15 or upon any real property subject hereto or benefitted hereby,  
16 unless an instrument in writing shall be duly recorded, and  
17 unless it be executed by the association and by the owners of  
18 not less than seventy-five percent (75%) of the parcels,  
19 together with the written approval of the Summit Village Home-  
20 owners' Association, if same is in existence at the time of such  
21 amendment. No modification or amendment, however, shall be  
22 effective against a mortgagee or beneficiary under a deed of  
23 trust under a previously recorded mortgage or deed of trust  
24 or shall impair, reduce or otherwise affect any right, title  
25 or interest of such mortgage or deed of trust, unless the mort-  
26 gagee or beneficiary under the deed of trust shall have consented  
27 thereto in writing.

28 IN WITNESS WHEREOF, the undersigned, as Declarant, have  
29 executed this Declaration this 21st day of July, 1981.

30  
31  
32  
Richard A. Evans

Henry Kroeger

58819

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MANOUKIAN, SCARPELLO & ALLING, LTD.

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*Anne K. Evans*  
ANNE K. EVANS

*Terry D. Gerling*  
TERRY D. GERLING

*Connie Gerling*  
CONNIE GERLING

*Richard Schield*  
RICHARD SCHIELD

*Kathryn Schield*  
KATHRYN SCHIELD

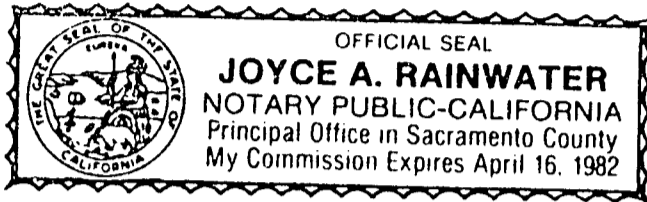




California  
1 STATE OF ~~NEVADA~~ )  
Placer : ss.  
2 County of ~~Douglas~~ )

3 On this 21st day of July, 1981, personally appeared be-  
4 fore me, the undersigned Notary Public in and for the County and  
State aforesaid, Richard F. Evans and Henry Kroeger,  
5 known to me to be the persons described in and who executed the  
foregoing instrument, who acknowledged to me that they executed the  
6 same freely and voluntarily and for the uses and purposes therein  
mentioned.

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

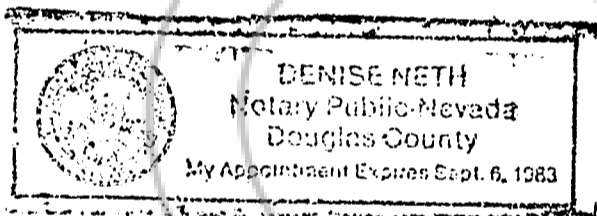


*Joyce A. Rainwater*  
NOTARY PUBLIC

11 STATE OF NEVADA )  
12 : ss.  
13 County of Douglas )

14 On this 22nd day of July, 1981, personally appeared be-  
fore me, the undersigned Notary Public in and for the County and  
15 State aforesaid, Anne K. Evans, Terry D. Gerling and Connie Gerling,  
known to me to be the persons described in and who executed the  
16 foregoing instrument, who acknowledged to me that they executed the  
same freely and voluntarily and for the uses and purposes therein  
mentioned.

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

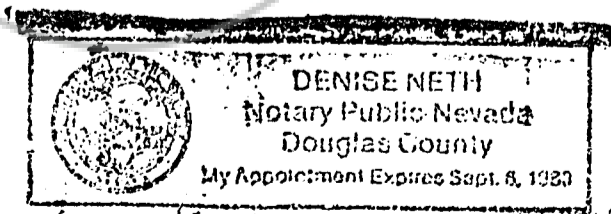


*Denise Neth*  
NOTARY PUBLIC

22 STATE OF NEVADA )  
23 : ss.  
County of Douglas )

24 On this 24th day of July, 1981, personally appeared be-  
25 fore me, the undersigned Notary Public in and for the County and  
State aforesaid, Richard Schield and Kathryn Schield,  
26 known to me to be the persons described in and who executed the  
foregoing instrument, who acknowledged to me that they executed the  
27 same freely and voluntarily and for the uses and purposes therein  
mentioned.

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



*Denise Neth*  
NOTARY PUBLIC

COPY

REQUESTED BY  
**SILVER STATE TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

*\$ 13.00 JCC*  
1981 AUG -3 AM 10:18

**MARIE A. RABEL**  
RECORDER

*Marie A. Rabel*  
*clerk*

**58819**

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