When recorded mail to: Summit Village HO Association P. O. Box 4677 #02 1543

Stateline, Nev. 89449 SUBORDINATION AGREEMENT

WHEREAS, the Declaration of Covenants, Conditions and Restrictions recorded on October 14, 1968, in the office of the County Recorder, Douglas County, Nevada, as Document Nos. 47592 and 42593, confer upon the Board of Directors of Summit Village, Inc., a Nevada non-profit association, the power to fix and levy assessments for the purpose of maintenance of the common area of Summit Village Subdivision, and for the other purposes stated therein, which assessments constitute a lien upon the real property below described; and

WHEREAS, it is the desire of the Board of Directors to subordinate such lien to the lien of any and all first mortgages or deeds of trust, encumbering such real property which may hereinafter be executed;

WHEREAS, this Subordination Agreement is specifically conditioned upon the payment of any and all money due on account of assessments levied against the property as of the date of the close of escrow of the below described property.

NOW, THEREFORE, for a valuable consideration, including but not limited to the payment of past-due assessments, the undersigned members of the Board of Directors of Summit Village, Inc., do hereby subordinate any past, present or future liens which may exist against the property described as:

Lot 513, as shown on the map entitled Subdivision of Parcels A&B of the Second Amended Map of Summit Village. AP#11-350-19

whether recorded or not, to the lien of any and all first mortgages and deeds of trust encumbering the above-described property which may hereinafter be executed. This Subordination Agreement shall operate with the same force and effect as though said first mortgages and deeds of trust had been executed and recorded prior in time to the creation of any assessment lien; provided, however, that any past-due assessments shall be paid from escrow by the seller at the time of any sale or transfer of the above described property.

IN WITNESS WHEREOF, the parties hereto abve executed this Subordination Agreement this 24th day of February, 19 89.

CTJ. MILOS, Secretary/Treasurer STATE OF NEVADA

DIATE OF NEVADA

COUNTY OF DOUGLAS

KOY Barrow

President

On this 24thday of February , 1989, personally appeared before me, a Notary Public, ROY DARROW, who acknowledged to me that he executed the foregoing instrument in behalf of SUMMIT VILLAGE, INC.

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

MARILYN L. BIGHAM
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES NOV. 6, 1991

์รร

Notaty Public

STATE OF NEVADA COUNTY OF DOUGLAS

ζss.

On this 24th day of February , 1989, personally appeared before me, a Notary Public, c. J. MILOS, who acknowledged to me that he executed the foregoing instrument in behalf of SUMMIT VILLAGE, INC.

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



MARILYN L. BIGHAM

Notary Public - State of Nevada

Appointment Recorded in Douglas County

MY APPOINTMENT EXPIRES NOV. 6, 1991

197530

I HEREBY DECLARE AND ACKNOWLEDGE UNDER PENALTY OF PERJURY THAT I,JOHN E. JAFVER
, AM A PROPERTY OWNER IN SUMMIT VILLAGE. I HAVE READ
THE ABOVE PROPOSED SUBORDINATION AGREEMENT AND AGREE THERETO. JOHN E. JAFVERN
STATE OF NEVADA) COUNTY OF DOUGLAS) SS
On this <u>17th</u> day of <u>January</u> , 1989, personally appeared before me, a Notary Public, <u>John E. Jafvert</u> who acknowledged to me that he executed the above instrument.
MARILYN L. BIGHAM Notary Public - State of Nevada Appointment Recorded in Douglas County MY APPOINTMENT EXPIRES NOV. 6, 1991

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF DOUGLAS CO... NEVADA

*89 MAR -6 P1:17

SUZANNE BEAUDREAU
RECORDER 197530

\$6 PARE OF BOOK 389 PAGE 468