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CONDOMINIUM ASSOCIATION OWNERSHIP AGREEMENT

760 Bigler Court
Summit Village
Douglas County, Nevada

THIS DECLARATION is made this 19th day of Oct., 1992, by LEROY R. WOODS and HELEN L. WOODS, Trustees of the Woods Family 1986 Trust ("Declarant") with respect to that certain Lot 425 as shown on the Second Amended Map of Summit Village filed in the office of the County Recorder of Douglas County, Nevada, on January 13, 1969, (the "Subject Property").

RECITALS:

A. Declarant is the owner of the Subject Property improved with a fourplex structure consisting of two (2) units having approximately 1,400 square feet (3 bedrooms with 2-1/2 bathrooms) - identified as units "A" and "B", and two (2) units having approximately 1,100 square feet (2 bedrooms with 1-1/2 bathrooms) - identified as units "C" and "D" - hereinafter collectively referred to as the "Units".

B. Declarant intends to sell four (4) interests of the Subject Property consistent with the Units to be owned by the purchasers as tenants in common subject to the terms and provisions of this Declaration and further subject to each and every term, covenant, and condition of that certain Declaration of Covenants, Conditions and Restrictions for Summit Village (the "CC&Rs") recorded on October 14, 1968, as Document Number 42593, Official Records, Douglas County, Nevada, and all amendments or supplements thereof.

C. All provisions of this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Subject Property, and shall be binding on and for the benefit of all parties having or acquiring any right, title, or interest in any part of the Subject Property, including the heirs, executors, administrators, and assigns of such persons and all subsequent owners and lessees of all or any part of the Subject Property.

ARTICLE 1. DEFINITIONS

"Covenants, Conditions and Restrictions"

Section 1.01. "Covenants, Conditions and Restrictions" ("CC&Rs") shall mean the Declaration of Covenants, Conditions and Restrictions, as may from time to time be amended or supplemented, recorded on October 14, 1968, as Document Number 42593, Official Records, Douglas County, Nevada. Each term therein defined is hereby incorporated by reference and, as used herein, shall have the same meaning defined in the CC&Rs unless a different meaning is set forth herein.

"Declarant"

Section 1.02. "Declarant" shall mean LEROY R. WOODS and HELEN L. WOODS, Trustees of the Woods Family 1986 Trust and their successors and assigns.

"Declaration"

Section 1.03, "Declaration" means this Declaration and any amendments or supplements thereto.

"Defaulting Unit Holder"

Section 1.04. "Defaulting Unit Holder" shall mean a Unit Holder who defaults in any of the obligations hereby created and as further described in Section 3.02 hereof.

"Exclusive Use Common Area"

Section 1.05. "Exclusive Use Common Area" means those portions of the Subject Property not within a Unit proper and generally described, without being necessarily limited thereto, as walkways, yards, landscaping, balconies, and fences made a part of the Subject Property. The term "Common Area" shall have the same meaning as defined in the CC&Rs.

"Purchaser"

Section 1.06. "Purchaser" means any person, corporation, partnership or other entity who purchases an undivided one-fourth (1/4) interest in the Subject Property as a tenant in common with the Declarant or other Purchasers of the Subject Property.

"Subject Property"

Section 1.07. "Subject Property" shall mean Lot 425 as shown on the Second Amended Map of Summit Village filed in the Office of the County Recorder of Douglas County, Nevada, on January 13, 1969.

"Unit" and "Unit Holder"

Section 1.08. "Unit" shall mean each of the four residences constructed as a fourplex on the Subject Property as further described in Paragraph A of the Recitals hereof. "Unit Holder" means the Purchaser of an undivided interest in the Subject Property and shall include the Declarant so long as Declarant owns an undivided interest in the Subject Property.

ARTICLE 2. THE SUBJECT PROPERTY

Declaration

Section 2.01. The Subject Property, and each Unit existing thereon, shall be subject to this Declaration.

Statement of Intent

Section 2.02. The purpose of this Declaration is to establish certain covenants and conditions, which shall constitute covenants running with the land, for the common, undivided ownership of the Subject Property.

Incorporation of CC&Rs

Section 2.03. The Declaration of Covenants, Conditions and Restrictions for Summit Village is hereby incorporated by reference and each Unit Holder shall be bound thereby and shall be entitled to the benefits thereof.

Exclusive Use Common Area

Section 2.04. Each Unit Holder shall be entitled to the use of the Exclusive Use Common Area provided such use does not unreasonably interfere with the use of such Area by other Unit Holders.

Maintenance of Subject Property

Section 2.05. Each Unit Holder shall be responsible for all maintenance and repairs to the Subject Property including, but not limited to, walkways, driveways, fences, party walls, balconies, exterior structure, roof, mechanical systems, common plumbing, lawns, landscaping, best management practices and all other structures or systems which serve the Subject Property in common and which cannot be determined as specifically benefitting a single Unit. A decision of a majority in interest of the Unit Holders shall be controlling for a determination of the maintenance or repairs required, and the extent thereof. Each Unit Holder shall be separately liable and responsible for the cost and expense of all such maintenance or repair matters equal to the proportional ownership of such Unit Holder in the Subject Property. If one or more of the Unit Holders fails or refuses to pay his or her proportionate share of the maintenance or repair expense, such Unit Holder shall be deemed a Defaulting Unit Holder and the provisions of Section 3.02 shall apply.

Other Obligations of Unit Holder

Section 2.06. Each Unit Holder agrees to be bound by any obligation created by, or provided in, the CC&Rs relating to the Subject Property and shall contribute proportionately thereto in accordance with the Unit Holder's interest in the Subject Property. In the event any Unit Holder shall fail or refuse to satisfy such obligation, or fails to contribute to any maintenance fund, as required by the CC&Rs, such Unit Holder shall be deemed a Defaulting Unit Holder and the provisions of Section 3.02 shall apply.

Maintenance of Unit

Section 2.07. Each Unit Holder shall maintain the Unit occupied by the Unit Holder, or occupied by the Unit Holder's lessee, including the fixtures and equipment in such Unit and the interior surfaces of the walls, ceilings, floors, windows and doors. Each Unit shall be occupied by a Unit Holder, or a lessee of the Unit Holder, so that the use thereof shall not annoy or unreasonably disturb the use and occupancy of other Unit Holders.

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Taxes and Insurance

Section 2.08. All real property taxes, assessments, liens or charges levied or assessed against the Subject Property, and all fire and general public liability insurance on the Subject Property, shall be paid and discharged by the Unit Holders in proportion to their respective ownership in the Subject Property. Any Unit Holder failing or refusing to contribute proportionately for such obligations shall be deemed a Defaulting Unit Holder and the provisions of Section 3.02 shall apply.

ARTICLE 3. UNIT HOLDERS

Tenants In Common

Section 3.01. Each Purchaser shall purchase an undivided interest of the Subject Property as tenants in common. A Purchaser may not purchase less than an undivided one-fourth (1/4) interest in the Subject Property; however, a Purchaser may purchase a greater interest provided such interest is either equal to one-half (1/2) or three-fourths (3/4) of the undivided interests in the Subject Property. The undivided interest in the Subject Property shall be conveyed to the Purchaser by Grant, Bargain, and Sale Deed subject to all liens, encumbrances, charges and assessments of record prorated to the date of close of escrow.

Defaulting Unit Holder

Section 3.02. If a Unit Holder fails, defaults, or refuses to pay such Unit Holder's proportionate share of any obligation created by this Declaration, or fails or refuses to contribute to any fund as required by the CC&Rs, such Unit Holder shall be deemed a Defaulting Unit Holder and the following provisions shall apply.

(a) The remaining Unit Holders shall pay, as a loan to the Defaulting Unit Holder, the amount of the obligation required from the Defaulting Unit Holder. The loan shall bear interest at the maximum legal rate of interest allowed by the laws of Nevada as of the date of the loan, and if there is no maximum legal rate, then legal interest shall accrue at the rate of twenty percent (20%) per annum, and the entire principal amount of the loan, together with interest, shall be fully due and payable within sixty (60) days from the date of the loan. The loan to the Defaulting Unit Holder shall be made by the remaining Unit Holders in proportion to their respective ownership in the Subject Property.

(b) If the loan made by the remaining Unit Holders is not repaid, with accrued interest, within (60) days from the date of the loan, the remaining Unit Holders may bring suit for the enforcement of the obligation and the Defaulting Unit Holder shall be obligated to pay, in addition to the amount of the loan with interest, all costs of suit incurred by the remaining Unit Holders including reasonable attorney's fees.

Voting

Section 3.03. It will be necessary for the Unit Holders to agree on various matters concerning their common ownership of the Subject Property, including, but not limited to, matters relating to maintenance and repair of the Subject Property. For all matters which directly or indirectly affect the Subject Property, other than matters involving the Maintenance of a Unit as set forth in Section 2.07 of this Declaration, an affirmative vote of a majority in interest of the Unit Holders shall be required. For purposes of this Section 3.03, each owner of an undivided one-fourth (1/4) interest in the Subject Property shall be entitled to one (1) vote so that a majority in interest, and not in numbers, shall be required for the purposes provided herein.

Use

Section 3.04. Each Unit Holder shall be entitled to occupy or use, for residential purposes, the Unit specifically designated to the Purchaser upon purchase of an undivided interest in the Subject Property together with a use in common of the Exclusive Use Common Area with other Unit Holders.

General Restrictions On Use

Section 3.05. In exercising the right to occupy or use a Unit, or the Exclusive Use Common Area, the Unit Holder and his or her family, guests, employees, tenants and invitees shall not do any of the following:

(a) Attempt to further subdivide a Unit.

(b) Occupy or use a Unit, or permit all or any part of a Unit to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent a Unit Holder from leasing or renting out his or her Unit, provided that it is not for transient or hotel purposes and such use is subject to the CC&Rs.

(c) Permit anything to obstruct the Exclusive Use Common Area or store anything in the Exclusive Use Common Area without the prior consent of the other Unit Holders.

(d) Perform any act or keep anything on or in any Unit or Exclusive Use Common Area or in the Common Area that will increase the rate of insurance on the Subject Property. Further, no Unit Holder shall permit anything to be done or kept in his or her Unit or in any Exclusive Use Common Area appurtenant to the Unit that would result in the cancellation of insurance on the Subject Property or that would violate any law.

(e) Store gasoline, kerosene, cleaning solvents, or other flammable liquids in the Exclusive Use Common Area or in any Unit; provided, however, that reasonable amounts of these liquids may be placed in metal containers and stored in the storage spaces.

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(f) Do any act that would violate the terms and provisions of the CC&Rs. This Ownership Agreement or the TRPA subdivision approval granted (16th date Oct). 1992

(g) Alter or modify the exterior of any improvements located on the Subject without first obtaining the written consent of the other Unit Holders and satisfying all provisions of the CC&Rs.

(h) Alter, construct, or remove anything on or from the Exclusive Use Common Area.

(i) Park any automobile or other motor vehicle in any area except in a paved space designated for the Unit Holder.

Damage Liability

Section 3.06. Each Unit Holder shall be liable to the other Unit Holders for all damage to the Subject Property, including the Exclusive Use Common Area, that is sustained by reason of the negligence or willful misconduct of that Unit Holder or his or her family, guests, employees, tenants, and invitees. If a Unit Holder fails to pay all such damage, except as otherwise covered by applicable insurance proceeds, such Unit Holder shall be deemed a Defaulting Unit Holder and the provisions of Section 3.02 shall apply.

ARTICLE 4. GENERAL PROVISIONS

Equitable Servitudes

Section 4.01. The covenants, restrictions and provisions set forth in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Unit Holders, their successors and assigns.

Interpretation

Section 4.02. The covenants, restrictions and provisions set forth in this Declaration shall be, when required, interpreted consistently with, and not contradictory or repugnant to, the CC&Rs. Should any provision of this Declaration be inconsistent with any provision of the CC&Rs, the applicable provision of the CC&Rs shall be deemed controlling and the Unit Holder shall comply and abide therewith.

Transferability

Section 4.03. The undivided interest in the Subject Property owned by a Unit Holder shall be freely transferable; provided, the successor or assignee of any Unit Holder shall be bound by all of the provisions of this Declaration and, further, shall assume the responsibility and liability of the transferring Unit Holder for all unpaid fees, expenses or charges accrued by reason of the provisions hereof and agrees to be responsible for all future fees, expenses and charges related to the Subject Property.

Amendments and Revocation

Section 4.04. The terms, conditions and provisions of this Declaration may be amended, modified, changed or revoked by an affirmative vote of a majority in interest of the Unit Holders; provided, no such amendment, modification, change or revocation shall discharge a Unit Holder from any accrued and unpaid liability incurred by reason of the provisions of this Declaration. The Ownership Agreement may not be amended, revoked or terminated without the approval of TRPA insofar as such amendments, revocations or termination may affect maintenance of BMPs, the residential uses, or other terms and conditions of the TRPA subdivision approval.

TRPA is deemed a third party beneficiary to the Ownership Agreement and as such may enforce the terms of the Ownership Agreement insofar as the terms affect or are related to the TRPA subdivision approval or the TRPA Regional Plan and Code of Ordinances.

No Partnership Created

Section 4.05. Nothing contained in this Agreement shall constitute, or be deemed to constitute, a partnership, joint venture, or other relationship among the Unit Holders other than co-tenancy owners of the Subject Property subject to the provisions of this Declaration.

Term

Section 4.06. The provisions of this Declaration shall continue in effect for a term of ten (10) years from the date hereof. Thereafter, the term shall be automatically extended for successive periods of ten (10) years or until the Unit Holders determine to terminate this Declaration.

Termination

Section 4.07. This Declaration may be terminated by an affirmative vote of a majority in interest of the Unit Holders subject to the provisions and conditions of Section 4.04 referring to Amendments and Revocation.

Severability

Section 4.08. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provisions.

Binding

Section 4.09. This Declaration, as well as any amendment thereto and any valid action or directive made pursuant to it, shall be binding on the Unit Holders and their respective heirs, grantees, tenants, successors and assigns.

Number and Headings

Section 4.10. As used in this Declaration, the singular shall include the plural unless the context should otherwise require. The headings are not a part of this Declaration and shall not affect the interpretation of any provision.

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IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

Leroy Woods

LEROY R. WOODS, Co-Trustee

Helene L Woods

HELEN L. WOODS, Co-Trustee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On OCTOBER 19, 1992, personally appeared before me, a Notary Public, LEROY R. WOODS AND HELEN L. WOODS, Co-Trustees of the Woods Family 1986 Trust, known (or proved) to me to be the persons whose names are subscribed to the above instrument and who acknowledge to me that they executed the foregoing document.

Carol A Evans

NOTARY PUBLIC



REQUESTED BY
Leroy Woods

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

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