

DECLARATION  
OF  
CROSS EASEMENT AND MAINTENANCE AGREEMENT

THIS DECLARATION OF CROSS EASEMENT and MAINTENANCE AGREEMENT made this 8th day of December, 1995, by JOHN LAWRENCE (NEVADA) INC. (hereinafter "Declarant").

RECITALS AND DECLARATION

A. OWNERSHIP OF PROPERTY.

Declarant is the owner of all that certain real property located in Douglas County, Nevada, described in Exhibit "A" attached hereto and incorporated herein by this reference, commonly referred to as Lots 1-9 Block 9 of the subdivision commonly known as Westwood Village Unit 4B. The Exhibit "A" property is the subject of that certain subdivision map entitled Westwood Village Unit 4B, recorded as Document No. 376827 on DEC. 13, 1995, Official Records of Douglas County, State of Nevada. The nine (9) residential lots described in Exhibit "A" are located along the Carson River and are to be improved with certain river stabilization structures. An easement, of a non-exclusive nature, is intended to be available along the boundary of said nine (9) residential lots and an agreement for maintenance and repair of the river stabilization structures and improvements by the nine (9) residential lots benefiting from the river stabilization structures and improvements is intended by this Declaration.

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B. INTENT OF DECLARANT.

The subdivision map recorded as Document No. \_\_\_\_\_ reflects nine (9) residential lots located along the Carson River identified as Lots 1-9 Block 9 on said subdivision map and more particularly described in Exhibit "A." It is the intent of the Declarant that the owners, their employees, agents, engineers, contractors, subcontractors, and other individuals and their successors in interest with a purpose related to the maintenance and repair of the river stabilization structures located on the Exhibit "A" real property have a non-exclusive 50-foot wide easement and right of way along the entire northwesterly boundary of the nine (9) residential lots located along the Carson River more particularly described in Exhibit "A" for purposes of maintenance and repair of the river stabilization structures and improvements, and for access purposes for maintenance and repair and the right to enter upon the Exhibit "A" real property for purposes of making any and all river stabilization structures and improvements and maintaining and repairing the same.

C. DECLARATION AND PROPERTY SUBJECT THERETO.

NOW, THEREFORE, in furtherance of such intent Declarant hereby declares that the Exhibit "A" real property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration and the covenants, restrictions and conditions set forth hereinafter, all of which are declared to be in furtherance of a plan for the improvement of the Exhibit "A" real property and are established

and agreed upon for the purpose of enhancing and perfecting value and providing for the accessibility, use and enjoyment of the said real property and every part thereof and to insure the continued existence, maintenance and repair of the easement and right of way created hereby. All of the limitations, covenants, conditions and restrictions shall run with the said real property and shall be binding upon and inure to the benefit of Declarant and each and every party having or acquiring any right, title or interest in the real property subject hereto or any parcel, lot or part thereof and shall inure to the benefit of and shall be binding upon each successor in interest thereto. Each and all of the non-exclusive easements, covenants, conditions and restrictions shall be deemed and construed as equitable servitudes enforceable by the owners of any portion of the real property subject hereto against any other owner, tenant or occupant of the real property or any portion thereof subject hereto.

1. NON-EXCLUSIVE EASEMENT. Declarant does hereby establish for the benefit of all owners, their employees, agents, engineers, contractors, subcontractors, and other individuals with a purpose related to the maintenance and repair of the river stabilization structures on the Exhibit "A" real property a 50-foot wide non-exclusive easement and right of way along the entire northwesterly boundary of the nine (9) residential lots located along the Carson River, identified as Lots 1-9 Block 9 on the Westwood Village Unit 4B subdivision map, recorded as Document No. 376827, on DEC. 13, 1995, Official Records of

Douglas County, State of Nevada, more particularly described in Exhibit "A," for purposes of maintenance and repair of the river stabilization structures and improvements, and for access purposes for maintenance and repair and the right to enter upon the Exhibit "A" real property for purposes of making any and all river stabilization structures and improvements and maintaining and repairing the same.

2. MAINTENANCE OF RIVER STABILIZATION STRUCTURES.

So long as Declarant owns all of the nine (9) residential lots set forth on Exhibit "A", Declarant shall be responsible for the maintenance and repair of the river stabilization structures and improvements. At such time as Declarant or any subsequent owner of all of the Exhibit "A" nine (9) residential lots shall sell one or more of the nine (9) residential lots to a third party, then the expense of maintenance and repair of the river stabilization structures and improvements shall be prorated among the nine (9) residential lot owners by dividing the annual cost of maintenance and repair of the river stabilization structures and improvements by nine, with the resulting sum being the obligation due from each residential lot owner for each residential lot owned.

In the event an owner of a residential lot(s) fails to pay his share of annual maintenance and repair expenses, the remaining owner(s) of the nine residential lots may petition a court of competent jurisdiction in Douglas County, Nevada, for payment of such expenses together with court costs and a reasonable attorney's fee.

3. AMENDMENTS. Declarant may amend this declaration at any time prior to the sale of one of the nine (9) residential lots to a third party but any such amendment may not diminish, defeat or remove the non-exclusive 50-foot wide easement and right of way and the agreement for maintenance and repair of the river stabilization structures and improvements.

IN WITNESS WHEREOF the Declarant has established this Declaration of Cross Easement and Maintenance Agreement on the date first above written.

JOHN LAWRENCE (NEVADA) INC.,  
a Nevada corporation

By: *[Signature]*  
KENNETH D. STOKES, President

STATE OF NEVADA )  
 : ss.  
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on December 8, 1995, personally appeared before me, a notary public, KENNETH D. STOKES, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the President of JOHN LAWRENCE (NEVADA) INC., a Nevada corporation, and who further acknowledged to me that he executed the foregoing DECLARATION OF CROSS EASEMENT AND MAINTENANCE AGREEMENT on behalf of said corporation.

*Luis Johnson*  
NOTARY PUBLIC

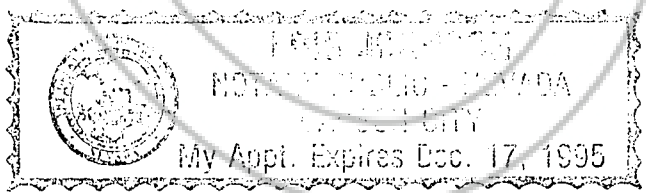


EXHIBIT "A"

All that certain real property located in Douglas County, Nevada, and more particularly described as follows:

Lots 1 - 9 Block 9 as shown on the map of Westwood Village Unit 4B, filed in the Office of the Douglas County Recorder on DEC. 13, 1995, Document No. 376827.

Assessor's Parcel Numbers for the above-described lots in Westwood Village Unit 4B:

APN \_\_\_\_\_

After Recording, send to:  
KAREN A. PETERSON, ESQ.  
ALLISON, MACKENZIE, HARTMAN,  
SOUMBENIOTIS & RUSSELL, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

REQUESTED BY  
RO Anderson Eng  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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BK 1295 PG 1912

LINDA SLATER  
RECORDER  
\$12.00 PAID K2 DEPUTY