

✓ Kelly R. Chase
P.O. Box 2800
Minden NV 89423

DECLARATION OF COMMON DRIVE EASEMENT
RIGHTS AND RESPONSIBILITIES

Declaration is made this 8 day of JANUARY, 1997, by and between HEIDI D. ROACH, hereinafter, "ROACH"), and MELVIN L. and DOROTHY J. SWINGROVER, husband and wife (hereinafter, "SWINGROVER"), the record title owners of two (2) parcels of property subject to that certain easement as more particularly described in that certain Easement Grant Deed recorded on September 23, 1993 as Document No. 318382, in Book 0993 at Page 4424, in the Official Records of the Douglas County Recorder, State of Nevada, (hereinafter, the "Easement").

The declarations contained in this instrument are based on the following factual recitals:

A. ROACH is the owner of a certain parcel of land in Douglas County commonly known as 360 Canyon Creek Court, Gardnerville, Nevada (hereinafter, "Parcel 1") and more particularly as described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Parcel 3-C-2 as shown on Parcel Map #2 for Mike Hickey Construction Inc., recorded April 15, 1993, in Book 493, at Page 2693, as Document No. 304720.

B. ROACH has constructed a residence on Parcel 1 which included electronically controlled security fencing and gates that encompass the access provided by the Easement.

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C. SWINGROVER is the owner of a certain parcel of land in Douglas County commonly known as 358 Canyon Creek, Gardnerville, Nevada (hereinafter, "Parcel 2") and more particularly as described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

D. SWINGROVER, as owners of Parcel 2, have appurtenant easement rights over, across and through Parcel 1 as more specifically described in the Easement Grant Deed.

E. It is essential to the value of both Parcels 1 and 2 that the present and future rights and obligations the parties regarding the maintenance and use of the Easement, the private drive located within the Easement, and the security fencing and gates be set forth.

NOW THEREFORE, the parties hereby agree as follows:

1. Presently there exists a paved private driveway located within and without the easement, as more specifically set forth in that Record of Survey for HEIDI D. and ROY B. ROACH recorded October 7, 1996, as Document No. 398200 in Book 1096, at Page 1157, in the Official Records of the Douglas County Recorder (hereinafter, the "Survey"). The Survey depicts the paved private roadway and its encroachment outside the boundaries of the Easement and upon the property of ROACH (hereinafter, the "Encroachment").

2. ROACH hereby grants to SWINGROVER, for their benefit and of their successors and assigns or owners of Parcel 2, a temporary

license to utilize the property defined as the Encroachment for the sole purposes of ingress and egress to Parcel 2 and maintaining the existing private roadway as delineated on the Survey. The license herein shall not be deemed in any manner as irrevocable or as granted in perpetuity and shall be revoked according to the terms of this agreement. Nothing in this instrument is to be construed in any manner as creating a permanent easement over or above the property defined within the Encroachment and nothing herein shall be construed as granting any additional rights to the owner of Parcel 2, except as otherwise stated within the Easement Deed or this Instrument.

3. The parties intend that the fencing and gate security system will be used by the parties for ingress and egress to their respective properties and that such facilities be maintained as set forth herein. ROACH has constructed the fencing and gate security system to encompass the easement and has provided two (2) remote control devices to SWINGROVER in order to gain access through the security system to Parcel 2.

4. SWINGROVER shall have a right, at their expense, to upgrade the gate or control system of the gates over the Easement; provided, however, that SWINGROVER provide to ROACH equal or greater accessibility and use of the facilities and shall not interfere with any rights of ROACH that may exist. SWINGROVER agrees that there shall be no change to the key code or other

security code devices without written consent of ROACH. Any change to the fencing or gates shall be at the expense of the party requesting the change and accomplished by a contractor licensed in the State of Nevada qualified to perform such work.

5. SWINGROVER reserves the right to remove the gates and security system over the Easement upon thirty (30) days written notice to ROACH. In such event, the Encroachment license granted by ROACH pursuant to Paragraph 2 herein will be deemed terminated and no longer of any force and effect, and SWINGROVER shall, at their expense: (1) remove the fence and gates along the south border of the easement and relocate same to the north boundary of the easement; and, (2) remove the private roadway to the extent it is outside the boundaries of the Easement. Such fencing shall be of equal or greater quality and aesthetic value to the fencing existing on Parcel 1, provide to ROACH with equal or greater accessability to Parcel 1 and the residence thereon, and use of the facilities and property, and shall not interfere with any rights of ROACH that may exist.

6. With respect to any work performed by SWINGROVER, SWINGROVER agrees to indemnify and hold ROACH harmless from all claims of every kind arising from out of the construction, use, occupancy or possession of the easement or the respective properties of the parties.

7. The parties hereto acknowledge that ROACH has no obligation to maintain or repair the private roadway presently existing as set forth in the Survey or any future roadway which may be constructed within the easement, nor shall this instrument be construed in such a manner.

8. ROACH reserves the right to replace, remove, improve and/or relocate the fencing and gates at any time, without notice, and at their expense; provided, however, that ROACH shall not interfere with access to Parcel 2 via the Easement.

9. The parties or parcel owners shall work together to coordinate any repair, replacement or maintenance activities pertaining to the Easement so as to minimize expense and interference with the parcel owners' use of the Easement and their respective properties. The parcel owners will exercise reasonable care in their use and maintenance of the fencing and gate facilities so as to not cause more than normal wear and tear on the same. To the extent that any damage to the fencing and gate facilities are caused by a parcel owner, their guests or invitees, such parcel owner shall promptly repair the facilities at their own expense. If the parcel owner causing damage as set forth in this paragraph fails to repair any such damage within ten (10) days of receipt of written request from the other parcel owner, the other parcel owner may accomplish the repairs and charge the expense thereof to the parcel owner causing the damage.

10. Except as otherwise provided herein, each party to this agreement shall be equally responsible for the maintenance of the fencing and gates over the easement and the control mechanisms therefor. Upon either parcel owner determining that maintenance is necessary on the gates over the easement or the control system therefor, such parcel owner shall notify the other as to the need, scope and estimated cost to accomplish such repair or maintenance. In the event such repair or maintenance is a result of normal wear and tear, the parties agree that each shall be responsible for fifty percent (50%) of such costs. If either parcel owner disputes the amount of such obligation, such owner may obtain competitive bids with qualified contractors licensed in Nevada, whereupon the lowest bidder will be awarded the repair or maintenance work. The parties agree that the gate and fencing facilities will be first class condition and high quality appearance in keeping with the first class residential project of which the parcels are a part.

11. The rights granted in this instrument shall not be further assignable by the parcel owners except as an appurtenance to and in conjunction with the sale or subdivision of the respective Parcels 1 and 2.

12. The rights and obligations created by this agreement shall be deemed to run with the land of the respective Parcels 1 and 2 and shall be for the benefit of and inure to the parties, their successors and assigns, their agents, employees, business

invitees, tenants and guests of tenants, and shall burden the respective parcels perpetually.

DONE THIS DAY AND YEAR FIRST WRITTEN ABOVE.

PARCEL 1 OWNER

PARCEL 2 OWNERS

Heidi D. Roach
HEIDI D. ROACH

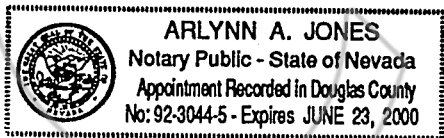
Melvin L. Swingrover
MELVIN L. SWINGROVER

Dorothy J. Swingrover
DOROTHY J. SWINGROVER

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On January 15, ¹⁹⁹⁷~~1996~~, before me, a notary public, personally appeared HEIDI D. ROACH, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

Arlynn A. Jones
Notary Public



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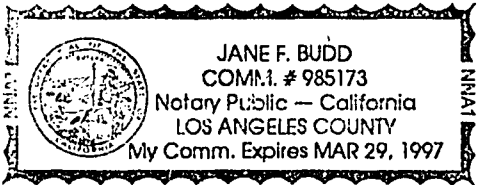
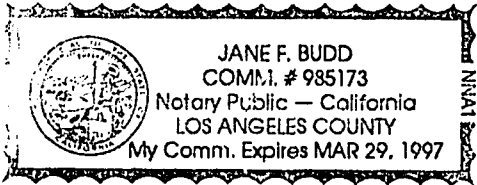
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On January 8, 1997 before me, Jane F. Budd, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Melvin L. Swingrover and Dorothy J. Swingrover,
Name(s) of Signer(s)



- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jane F. Budd
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Decl of Common Drive Easement Rights & Resp.

Document Date: _____ Number of Pages: 8 pages + 1 Exh.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

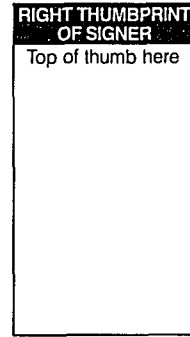
- Individual \leq
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

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PARCEL 1:

A parcel of land located within a portion of the East one-half of the Southeast one-quarter of Section 15, Township 12 North, Range 19 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of the Adjusted Parcel for James D. and Edna A. Doornink as shown on the Mike Hickey Construction, Inc., and James D. and Edna A. Doornink Record of Survey Map, Document No. 318377 of the Douglas County Recorder's Office;

thence S. 00°09'15" W., along the Easterly line of said Adjusted Parcel, 22.96 feet;
 thence S. 28°41'07" E., continuing along said Easterly line, 212.67 feet to the Southeast corner of said Adjusted Parcel;
 thence S. 52°12'42" W., along the Southerly line of said Adjusted Parcel, 130.08;
 thence S. 80°23'27" W., continuing along said Southerly line, 142.67 feet;
 thence S. 70°23'16" W., continuing along said Southerly line, 140.83 feet to the Southwest corner of said Adjusted Parcel;
 thence N. 00°09'15" E., along the Westerly line of said Adjusted Parcel, 259.01 feet;
 thence N. 37°03'41" W., 49.60 feet;
 thence N. 52°31'45" E., 37.87 feet to a point on said Westerly line;
 thence N. 00°09'15" E., continuing along said Westerly line, 39.83 feet to the Northwest corner of said Adjusted Parcel;
 thence S. 89°45'44" E., along the Northerly line of said Adjusted Parcel, 273.14 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey filed for record in the Douglas County Recorders Office, Nevada April 25, 1995, in Book 495, Page 3809, Document No. 360880.

PARCEL 2:

An easement for ingress and egress over a strip of land 20 feet wide over that portion of A.P.N. # 19-420-06 and Adj. A.P.N. # 19-420-07 as shown on the Record of Survey To Accompany A Lot Line Adjustment For Mike Hickey Construction, Inc. and James D. & Edna A. Doornink as recorded in Book 993 of Official Records, Page 4413, as Document No. 318377, being located within the Southeast One-Quarter of Section 15, Township 12 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada; the centerline of which is described as follows:

Beginning at a point on the Westerly cul-de-sac right-of-way to Canyon Creek Court, said point bears North 13°26'28" West, 10.40 feet from the Southeast corner of said A.P.N. # 19-420-06, said corner being also the Northeast corner of said Adj. A.P.N. # 19-420-07; thence South 60°41'21" West, 271.13 feet; thence South 00°09'15" West, 22.97 feet; thence South 60°41'21" West, 34.46 feet to a point on the Westerly boundary line of said Adj. A.P.N. # 19-420-07. The said lines of said easement to the lengthened or shortened to terminate at their respective boundaries.

EXHIBIT A

REQUESTED BY
Kelly R. Chase
 IN OFFICIAL RECORDS OF
 DOUGLAS COUNTY, NEVADA

'97 JAN 16 P1:21

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LINDA SLATER
RECORDER\$15.00 PAID *OK* DEPUTY