

98021727

MAINTENANCE AGREEMENT

WHEREAS, CLIFTON DELL ROGERS AND THERESA ROGERS, husband and wife, are the owners of the hereinafter described duplex parcel of real property;

and

WHEREAS, CLIFTON DELL ROGERS AND THERESA ROGERS, husband and wife, are desirous of providing for the future maintenance of said parcel of real property, together with any improvements located thereon; and

WHEREAS, the covenants, terms and conditions of this agreement shall run with the land and bind all future owners of the hereinafter described parcel of real property.

NOW THEREFORE, CLIFTON DELL ROGERS AND THERESA ROGERS, husband and wife, do hereby provide for the maintenance of the hereinafter described real property upon the terms and conditions herein set out.

1. The real property that is subject to this Maintenance Agreement is situate in the County of Douglas, State of Nevada, and is more particularly described as follows, to wit:

SEE ATTACHED "EXHIBIT A"

2. No buildings or structures of a temporary nature, trailer, tent, shack, barn, or other outbuildings shall be used on any unit at any time as a residence, either temporarily or permanently.

3. No exotic or wild animals shall be kept in any unit for any purpose.

4. All dogs and cats shall be kept on a leash or be, otherwise, in the control of the owner or person having custody of said animal during the times in which said animal is outside of the residence built on the property.

5. No noxious or offensive activities shall be carried on upon any unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. There shall be no alterations to the exterior of said structure without the approval of all owners of the property.

7. No garbage, refuse, rubbish, or obnoxious or offensive material shall be permitted to accumulate on the property and all garbage and other like material to be disposed of shall be disposed of in accordance with accepted sanitary practice.

8. Routine maintenance shall be performed on any buildings located on the property to keep them in the same quality and shape as then constructed, ordinary wear and tear excepted therefrom.

9. The exterior of the structure shall be of the same color.

10. Any owner or tenant of the premises shall not use his premises for an unlawful purpose.

11. Any owner or tenant of the premises shall use the same so as not to interfere with the enjoyment of any other portion of the premises by any other owner or tenant.

12. All costs of maintenance shall be divided equally between the parcels of property involved.

13. Each parcel shall maintain fire insurance adequate at all times to satisfy the cost of replacement of said parcel.

14. In the event a dispute arises, as to any of the terms, conditions, or covenants of this Maintenance Agreement, or as to the responsibilities of maintenance and costs therefor, that the parties cannot resolve between themselves, then the parties each shall appoint one arbitrator, and the two

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arbitrators so appointed shall appoint a third arbitrator, when and where the three arbitrators so appointed shall make a decision as to the point in dispute by a majority vote, which decision shall be final and binding upon all parties.

15. Each owner of a unit within the duplex..... by acceptance of a deed for said unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to cooperate and participate in any future maintenance of the common building exterior which includes, but is not limited to exterior siding and roof. Either party of interest (owner) may procure estimates as may be deemed necessary to maintain subject property in a habitable condition for the future value of the property. Parties agree to share equally in the costs of any such maintenance upon mutual approval. Such approval shall not be unreasonably withheld by either party.

16. In the event any party or successor in interest of any party to this agreement is required to retain an attorney to enforce any of the terms, conditions or covenants of this agreement, then the prevailing party shall be entitled to the award of a reasonable attorney's fee, together with costs incurred herein.

17. The purpose of this agreement is to protect the value and desirability of the property hereinabove described and the terms, conditions, and covenants of this agreement shall run with the real property and be binding upon all parties having any right, title, or interest in the described property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

DATED this 7th day of OCTOBER, 1998.

Clifton Dell Rogers  
CLIFTON DELL ROGERS

Theresa Rogers  
THERESA ROGERS

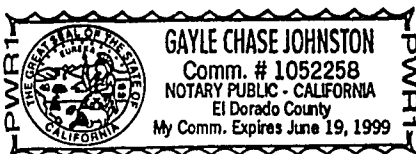
ACKNOWLEDGEMENT

CALIFORNIA )  
STATE OF ~~NEVADA~~ )  
          EL DORADO )  
COUNTY OF ~~DOUGLAS~~ )

On this 7th day of OCTOBER, 1998, personally appeared before me, a notary public in and for said County and State, CLIFTON DELL ROGERS AND THERESA ROGERS executed the foregoing instrument and acknowledged to me that he/she/they executed same freely and voluntarily and for the uses and purposes therein mentioned.

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

Gayle Chase Johnston  
NOTARY PUBLIC



**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada,  
County of Douglas, described as follows:

Parcel 517-A of the Parcel Map for Clifton Dell and Theresa  
Rogers, being a division of Lot 517 of the Second Amended Map  
of Summit Village, recorded October 2, 1998 in Book 1098, Page  
449, Document No. 450950, Official Records Douglas County,  
Nevada.

A PORTION OF APN 11-350-250

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

'98 OCT 27 P3:22

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(7/88)

LINDA SLATER  
RECORDER **0452708**  
\$ 9.00 PAID OK DEPUTY  
**BK 1098PG5649**

**STEWART TITLE**  
Guaranty Company