#### REQUESTED BY

## Stewart Title of Douglas County IN OFFICIAL RECORDS O DOUGLAS CO., NEVADA

APN's 1420-26-401-039 AND COCUMENT TO PROVIDE STATE

1420-26-301-011 ACCCMMODATION ONLY and white labels her the consideration therefor, or se to the validity or sufficiency

When recorded Mail TO: of sald instrument, or for the cilect. property knowed.

15217 Cayenne Creek Ct. San Diego, CA 92127

Ray Perez

2004 OCT -7 PM 3: 51

WERNER CHRISTEN RECORDER

DEPUTY

## **EASEMENT**

This Agreement is made this 1st day of October 2004, by and between JOHN KOYAMA AND MARIE AYAKO KOYAMA ("Koyama"), hereinafter referred to as Grantors, and RAY PEREZ AND GINA PEREZ ("Perez:), hereinafter referred to as Grantee.

## RECITALS:

WHEREAS, Grantors are the owners of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as fully set forth herein and hereinafter referred to as the "Servient Tenement;" and

WHEREAS, Grantee is owner of certain real property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference as fully set forth herein and hereinafter refereed to as the "Dominant Tenement," and

ADDITIONAL covenants and conditions are set forth as Exhibit "C" and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenament as set forth below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Grantors hereby grant to Grantee an easement as hereinafter described.
- 2. The easement granted herein is appurtenant to the Dominent Tenement.
- 3. The easement granted herein is a nonexclusive easement for ingress and egress to serve the Dominant Tenement for the purposes of residential use.
- 4. The easement granted herein is located as follows:

A 25 foot strip along the westerly and northerly border of the Servient Tenement.

5. The easement granted herein includes incidental rights of maintenance, repair and replacement

- 6. This instrument contains the entire agreement between the parties relating to the rights herein granted.
- 7. In the event of any controversy, claim or dispute relating to this instrument or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and court costs.
- 8. This instrument shall bind and insure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

	DATED this day of DEVODEN, 2004
4	JOHN KOYAMA MARIE AYAKO KOYAMA
	DATED this 15 day of 00 , 2004
	RAY PEREZ GINA PEREZ
	STATE OF NEVADA County of JANICE K. CONDON NOTARY PUBLIC STATE OF NEVADA Appt. Recorded in Douglas County My Appt. Expires Septembeb yt, 120 H N
V	KOYAMA AND MARIE AYAKO KOYAMA    No: 93-1151-5   9-11-08
p de la constante de la consta	NOTARY PUBLIC
	STATE OF NEVADA  County of San Diego
	This instrument was acknowledge before me on Oct 5, 2004 by RAY

NOTARY PUBLIC

PEREZ AND GINA PEREZ



# KOYAMA PARCEL EXHIBIT "A"

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

Being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 14 North, Range 20 East, M. D. B. & M., described as follows:

Commencing at the Southwest corner of Said Section 26; thence North 89°57' East along the South line of said Section 26, a distance of 1737 feet to the true point of beginning; thence North 0°05' West a distance of 837.60 feet to a point on the South line of the parcel conveyed to Leonard G. Wagner, et ux, by Deed recorded July 31, 1964 under document No. 25761, Official Records of Douglas County, Nevada, thence North 89°57' East a distance of 243 feet; thence South 0°05' West a distance of 837.60 feet to a point on the South line of said Section 25; thence South 89°57' West along the South line of said Section 26, a distance of 243 feet to the point of beginning.

A.P.N. 1420-26-401-039

Per NRS 111.312 this description was previously recorded as Document NO. 235212 in Book 990 at Page 3466, on September 24, 1990



0626050 BK.1004PG02542

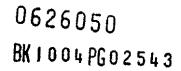
# PEREZ PROPERTY EXHIBIT "B"

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

Township 14 North, Range 20 East, M.D.B. & M.:

Section 26: South 1/2 of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4.

APN 1420-26-301-011



## Exhibit "C"

September 29, 2004

To:

John and Marie Koyama

From:

Ray and Gina Perez

Subject: Road Agreement

The undersigned agree to the following:

- 1. In exchange for granting the 25 foot easement across the westerly boundry and the Northerly boundary of the Koyama property the Perez's abandon their right to use Nye Road access on the easterly boundary of the Koyama property.
- 2. To abide by the "Declaration and Roadway Maintenance Agreement" Recorded BK0801PG0127 - 0519706.\* To share equally with the following parcels using the easement, the parcels are 1420-26-401-039, Koyama, 1420-26-401-038, Trolson, 1420-26-301-011, Perez, 1420-26-301-012, Parkinson/Collins, 1420-26-301-013, Eatherly, 1420-26-301-007, Sweeney.

\*SEE EXHIBIT "D" ATTACHED HERETO FOR COMPLETE REFERENCE

3. This document shall bind the undersigned parties, respective heirs, personal Heirs, personal representative, successors and assigns of the parties hereto.



APN 1420-26-401-039 This Document is APN 1420-26401-03 (, Geing Recorded in

When Recorded Mail To Counterpart.

When Recorded Mail To Counterpart.

Langleff Po. Box 356 DECLARATION AND ROADWAY

Langleff Carson City No MAINTENANCE AGREEMENT

This Declaration and Roadway Maintenance Agreement ("Declaration") is made this 30 H day of 10 (2001, by and between JOHN KOYAMA and MARIE KOYAMA ("Koyama") and PATRICK LANGHOFF ("Langhoff"), (Koyama and Langhoff are collectively referred to as "Declarants") with reference to the following facts and is as follows:

#### RECITALS:

- Koyama is the owner of that certain parcel of real property situate in the County of Douglas, State of Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
- Langhoff is the owner of that certain parcel of real property situate in the County of Douglas, State of Nevada, more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference and hereinafter referred to as the "Langhoff Parcel."
- Declarants desire to adopt an easement and to enter into an agreement as more particularly set forth below regarding the use and maintenance of a private roadway which provides access to and from the Langhoff Parcel.

#### **DECLARATION:**

NOW, THEREFORE, Declarants declare that each Parcel shall be held, conveyed, encumbered, leased, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, all of which are hereby declared to be in furtherance of a general plan of improvement for the purposes of enhancing, maintaining and protecting the value and the attractiveness of the Parcels. All provisions hereof shall be deemed to run with the Parcels as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarants and their assigns, and to all persons hereafter acquiring or owning any interest in the Parcels, however such interest may be obtained.

Section 1. DEFINITIONS: Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Section 1.

- The "Declaration" means this instrument and any amendment thereto.
- An "Owner" means the person or persons owning a Parcel now or in the

0519706 BK0801PG0127

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Description: Douglas, NV Document-DocID 519706 Page: 1 of 14

#### Section 2. USE OF RIGHT-OF-WAY:

2.1 Unless otherwise permitted by the Owners, no automobile, truck, boat, trailer, recreational vehicle, camper, commercial truck or commercial vehicle shall be parked or left within the Roadway. However, parking by commercial vehicles for the purposes of making deliveries shall be permitted.

**(** )

2.2 Use of Roadway and easement shall be for residential purposes only, for ingress and egress.

<u>Section 3. LOCKED GATES AND FENCES:</u> Except as otherwise specifically provided herein, no fence, walls, gates or lights of any nature shall be erected or maintained on any portion of the Roadway, except those that are authorized and approved by the Owners in writing.

Section 4. NUISANCES: No rubbish or debris of any kind shall be placed or permitted to accumulate in or about the Roadway so as to render any portion of the Roadway unsanitary, unsightly, offensive or detrimental to other Parcels or to their occupants.

Section 5. ACCESS FOR REPAIR, MAINTENANCE AND EMERGENCIES: The Owners shall have the irrevocable right to have access to the Roadway as may be necessary for the maintenance or repair of the Roadway and utilities or sewer lines or pipes placed within the Roadway ("Utilities"), or for making emergency repairs therein necessary to prevent damage to the Roadway or as may be necessary or reasonable for the repair or replacement of any Utilities which may be located under the Roadway; provided, however, that such Owner shall, at his sole expense, restore the Roadway to its condition prior to the commencement of such repairs or replacement. Such repairs or replacement of Utilities shall be accomplished, if possible, in such a manner as not to prevent any Owner's ingress or egress to his Parcel.

## Section 6, REPAIRS, MAINTENANCE AND IMPROVEMENTS TO ROADWAY, AND OTHER MATTERS.

6.1 Meeting of Owners. Any Owner may, upon fifteen (15) days' notice to the other Owner, call a meeting of the Owners to discuss any proposed repairs, maintenance, and other improvements to the Roadway, or any other matter under this Declaration. Such notice shall be personally delivered to the Owner or shall be sent by certified mail, return receipt requested, to each Owner's address as designated in the Douglas County Tax Records, or such other address as may be designated from time to time, in writing, by an Owner to the other Owner. Such notice shall set forth the time and place of the meeting and the matters to be discussed. If the matter to be discussed is the installation of any Utility which will provide service to both Parcels or the repair, maintenance, replacement or improvement of any Utility or the Roadway and will require a cash

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Description: Douglas, NV Document-DocID 519706 Page: 2 of 14

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expenditure, such notice shall include copies of at least two (2) bids by persons or entities qualified to perform such installation, repairs, maintenance, replacements or improvements. The Owners shall proceed in good faith to have all repairs, maintenance, replacements and improvements reasonably necessary to establish and maintain the Roadway in a fashion suitable for residential purposes and uses, provided however, that nothing set forth in this Section shall be construed to obligate any Owner for the payment for paving except as set forth in Section 6.3. The Owners shall bear equally the cost of all such installations, repairs, maintenance, replacements and improvements attributable to portions of the Roadway to the Langhoff Parcel.

- 6.2 <u>Collection of Assessments.</u> Any paying Owner can enforce the obligation of a non-paying Owner to pay any monetary amount provided for in this Declaration by commencement and maintenance of a suit at law or equity to recover a money judgment or otherwise enforce the unpaid obligation. The prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs.
- 6.3 Graveling. The Owners hereby agree that the Roadway shall be overlain with a layer of gravel every three (3) years beginning with the year and continuing every three (3) years thereafter during the term of this Declaration, or until such times as the gravel is replaced with a paved surface. The cost of such graveling shall be borne by the Owners in accordance with the provisions of Section 6.1.

#### Section 7. MISCELLANEOUS:

- 7.1 Term of Declaration. The provisions of this Declaration shall continue and be effective for a period of sixty (60) years from the date of recordation, and shall be automatically extended for successive periods of ten (10) years each, until the Owners of the Parcels shall determine by unanimous vote that this Declaration shall terminate, and notice of such termination is recorded in the office of the County Recorder of Douglas County, Nevada.
- 7.2 Early Termination. In the event that Nye Lane as described in that certain Deed from Walter A. Downs, Jr., and Mary D. Downs, Grantors, to John Joseph Muldoon and Beverly Beamaise Muldoon, Grantees, recorded July 7, 1964, in Book 25, Page 153, Official Records of Douglas County, Nevada, and further shown on the certain parcel map for Donald M. Edison filed for record in the Office of the County Recorder, Douglas County, Nevada, on August 15, 1989, in Book 889, Page 2078, as Document No. 208705, shall be constructed, dedicated and accepted, this

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Description: Douglas, NV Document-DocID 519706 Page: 3 of 14



Agreement shall terminate as of the date of said acceptance.

- 7.3 Amendments to Declaration. This Declaration may be amended from time to time or revoked by an unanimous vote of the Owners of the Parcels. Such amendments or revocation shall be acknowledged and recorded in the Office of the County Recorder of Douglas County, Nevada.
- 7.4 Right of Enforcement. Any Owner shall have the right (but not the duty) to enforce by an action for damages or injunctive relief, or both, any or all of the covenants, conditions and restrictions now or hereafter imposed by this Declaration upon the Owners or upon any of the Parcels; provided, however, nothing herein shall be construed as creating a third party beneficiary contract in favor of parties who are not the Owners, and there shall be no right of enforcement by anyone who does not own a Parcel.
- 7.5 <u>Remedies Cumulative</u>. Each remedy provided by this Declaration is cumulative and not exclusive.
- 7.6 Nonwaiver. The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provision or any other provision of this Declaration.
- 7.7 Obligations of Owners. No Owner may avoid the burdens or obligations imposed on him by this Declaration through nonuse of the Roadway, or by abandonment of his Parcel or the Roadway. Upon the conveyance, sale, assignment, or other transfer of a Parcel to a new Owner, the transferring Owner shall not be liable for any cost or other obligation under this Declaration with respect to such Parcel incurred after the date of such transfer, and no person, after the termination of his status as Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration.

IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year first above written.

PATRICK LANGHOFF

MONING MONING

MARIE KOYAMA

'

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STATE OF NEVADA   ss.  CARSON CITY   ss.  This instrument was acknowledged before me on	Add to the state of the state o	
This instrument was acknowledged before me on	( )	$\mathbf{O}$
STATE OF NEVADA  SS.  CARSON CITY  This instrument was acknowledged before me on	CARSON CITY ) 85.	
STATE OF NEVADA  SS.  CARSON CITY  This instrument was acknowledged before me on	This instrument was acknowledged before me JOHN KOYAMA.	on
This instrument was acknowledged before me on	4 AFECTA Addresses or mesons &	NOTARY PUBLIC
STATE OF NEVADA  SSS.  COUNTY OF  This instrument was acknowledged before me on  PATRICK LANGHOFF.  NOTARY PUBLIC  5  0519706	CARSON CITY ) ss.	
STATE OF NEVADA  SSS.  COUNTY OF  This instrument was acknowledged before me on  PATRICK LANGHOFF.  NOTARY PUBLIC  5  0519706		on fine 29, 2001, by
COUNTY OF	Notary Public, State of Navada  Accordinated No. 00-648913	NOTARY PUBLIC
This instrument was acknowledged before me on		
PATRICK LANGHOFF.  NOTARY PUBLIC  5 0519706	COUNTY OF)	
0519706	This instrument was acknowledged before me PATRICK LANGHOFF.	
0519706		
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		<b>****</b>
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Description: Douglas, NV Document-DocID 519706 Page: 5 of 14 Order: 2871 Comment:

<sup>1</sup> 0626050

#### **EXHIBIT "A"**

## KOYAMA PARCEL LEGAL DESCRIPTION

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

Being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 14 North, Range 20 East, M. D. B. & M., described as follows:

Commencing at the Southwest corner of Said Section 26; thence North 89°57' East along the South line of said Section 26, a distance of 1737 feet to the true point of beginning; thence North 0°05' West a distance of 837.60 feet to a point on the South line of the parcal conveyed to Leonard G. Wagner, et uk, by Dead recorded July 31, 1964 under document No. 25761, Official Records of Douglas County, Nevada, thence North 89°57' East a distance of 243 feet; thence South 0°05' West a distance of 837.60 feet to a point on the South line of said Section 25; thence South 89°57' West along the South line of said Section 26, a distance of 243 feet to the point of beginning.

A.P.N. 21-240-21

Per NRS 111.312 This Legal Description was previously recorded as Document No. 235212 in Book 990 at Page 3456, on September 24, 1990 By John Lelann DeShazer

> 0519706 8K0801PG0132

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Description: Douglas, NV Document-DocID 519706 Page: 6 of 14

#### **EXHIBIT "B"**

## LANGHOFF PARCEL LEGAL DESCRIPTION

## DESCRIPTION

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

Parcel A, as shown on the parcel map for Donald M. Edison filed for record in the office of the County Recorder, Douglas County, Nevada on August 15, 1989, in Book 889, Page 2078, as Document No. 208705.

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Description: Douglas, NV Document-DocID 519706 Page: 7 of 14



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P.005 8t1

## DECLARATION AND ROADWAY MAINTENANCE AGREEMENT

This Declaration and Roadway Maintenance Agreement ("Declaration") is made this 30 + Laday of 1, 2001, by and between JOHN KOYAMA and MARIE KOYAMA ("Koyama") and PATNICK LANGHOFF ("Langhoff"), (Koyama and Langhoff are collectively referred to as "Declarants") with reference to the following facts and is as follows:

#### RECITALS:

- A. Koyama is the owner of that certain parcel of real property situate in the County of Douglas, State of Nevada, more particularly described in Exhibit "A" attached bereto and incorporated herein by this reference.
- B. Laughoff is the owner of that certain parcel of real property situate in the County of Douglas, State of Nevada, more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference and hereinafter referred to as the "Laughoff Parcel."
- C. Declarants desire to adopt an easement and to enter into an agreement as more particularly set forth below regarding the use and maintenance of a private toadway which provides access to and from the Langhoff Parcel.

### DECLARATION:

NOW, THEREFORE, Declarants declare that each Parcel shall be held, conveyed, encumbered, leased, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, all of which are hereby declared to be in furtherance of a general plan of improvement for the purposes of enhancing, maintaining and protecting the value and the attractiveness of the Parcels. All provisions hereof shall be deemed to run with the Parcels as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarants and their assigns, and to all persons hereafter acquiring or owning any interest in the Parcels, however such interest may be obtained.

Section 1. <u>DEFINITIONS</u>: Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings set forth in this Section 1.

- 1.1 The "Declaration" means this instrument and any amendment thereto,
- 1.2 An "Owner" means the person or persons owning a Parcel now or in the

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Description: Douglas, NV Document-DocID 519706 Page: 8 of 14



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TO: 17752679696

P. 666, 603

#### Section 2. USE OF RIGHT-OF-WAY:

- Unless otherwise permitted by the Owners, no automobile, truck, boat, trailer, recreational vehicle, camper, commercial truck or commercial vehicle shall be parked or left within the Roadway. However, parking by commercial vehicles for the purposes of making deliveries shall be
- 2.2 Use of Roadway and easement shall be for residential purposes only, for ingress and egress.

Section 2. LOCKED GATES AND FENCES: Except as otherwise specifically provided herein, no fence, walls, gates or lights of any nature shall be erected or maintained on any portion of the Roadway, except those that are authorized and approved by the Owners in writing.

Section 4. NUISANCES: No rubbish or debris of any kind shall be placed or permitted to accumulate in or about the Roadway so as to render any portion of the Roadway unsanitary, unsightly, offensive or detrimental to other Parcels or to their occupants.

Section 5. ACCESS FOR REPAIR, MAINTENANCE AND EMERGENCIES: The Owners shall have the irrevocable right to have access to the Roadway as may be necessary for the maintenance or repair of the Roadway and utilities or sewer lines or pipes placed within the Roadway ("Utilities"), or for making emergency repairs therein necessary to prevent damage to the Roadway or as may be necessary or reasonable for the repair or replacement of any Utilities which may be located under the Roadway, provided, however, that such Owner shall, at his sole expense, restore the Roadway to its condition prior to the commencement of such repairs or replacement. Such repairs or replacement of Utilities shall be accomplished, if possible, in such a manner as not to prevent any Owner's ingress or egress to his Parcel.

#### Section 6. REPAIRS, MAINTENANCE AND IMPROVEMENTS TO ROADWAY, AND OTHER MATTERS.

Meeting of Owners. Any Owner may, upon fifteen (15) days' notice to the other Owner, call a meeting of the Owners to discuss any proposed repairs, maintenance, and other improvements to the Roadway, or any other matter under this Declaration. Such notice shall be personally delivered to the Owner or shall be sent by certified ninil, return receipt requested, to each Owner's address as designated in the Douglas County Tax Records, or such other address as may be designated from time to time, in writing, by an Owner to the other Owner. Such notice shall set forth the time and place of the meeting and the matters to be discussed. If the matter to be discussed is the installation of any Utility which will provide service to both Parcels or the repair, maintenance, replacement or improvement of any Utility or the Roadway and will require a cash

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Description: Douglas, NV Document-DocID 519706 Page: 9 of 14

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TO: 17752679**090** 

P. 007-011

expenditure, such notice shall include copies of at least two (2) bids by persons or entities qualified to perform such installation, repairs, maintenance, replacements or improvements. The Owners shall proceed in good faith to have all repairs, maintenance, replacements and improvements reasonably necessary to establish and maintain the Roadway in a fashion suitable for residential purposes and uses, provided however, that nothing set forth in this Section shall be construed to obligate any Owner for the payment for paving except as set forth in Section 6.3. The Owners shall bear equally the cost of all such installations, repairs, maintenance, replacements and improvements attributable to portions of the Roadway to the Langhoff Parcel.

- 6.2 <u>Collection of Assessments.</u> Any paying Owner can enforce the obligation of a non-paying Owner to pay any monetary amount provided for in this Declaration by commencement and maintenance of a suit at law or equity to recover a money judgment or otherwise enforce the unpaid obligation. The prevailing party in any such action shall be entitled to an award of reasonable autorneys' fees and costs.
- 6.3 Graveling. The Owners hereby agree that the Roadway shall be overlain with a layer of gravel every three (3) years beginning with the year and continuing every three (3) years thereafter during the term of this Declaration, or until such times as the gravel is replaced with a paved surface. The cost of such graveling shall be borne by the Owners in accordance with the provisions of Section 6.1.

#### Section 7. MISCELLANEOUS:

- 7.1 Term of Declaration. The provisions of this Declaration shall continue and be effective for a period of sixty (60) years from the date of recordation, and shall be automatically extended for successive periods of ten (10) years each, until the Owners of the Parcels shall determine by unanimous vote that this Declaration shall terminate, and notice of such termination is recorded in the office of the County Recorder of Douglas County, Nevada.
- 7.2 Early Termination. In the event that Nye Lane as described in that certain Deed from Walter A. Downs, Jr., and Mary D. Downs, Grantors, to John Joseph Muldoon and Reverly Rearnaise Muldoon, Grantees, recorded July 7, 1964, in Book 25, Page 153, Official Records of Douglas County, Nevada, and further shown on the certain parcel map for Donald M. Edison filed for record in the Office of the County Recorder, Douglas County, Nevada, on August 15, 1989, in Book 889, Page 2078, as Document No. 208705, shall be constructed, dedicated and accepted, this

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Description: Douglas, NV Document-DocID 519706 Page: 10 of 14 Order: 2871 Comment:



JUL-06-2001 16:56 FROM: CAMPDELL STONE

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P.009/611

Agreement shall terminate as of the date of said acceptance.

- 7.3 Amendments to Declaration. This Declaration may be amended from time to time or revoked by an unanimous vote of the Owners of the Percels. Such amendments or revocation shall be acknowledged and recorded in the Office of the County Recorder of Douglas County, Nevada.
- 7.4 <u>Right of Enforcement.</u> Any Owner shall have the right (but not the duty) to enforce by an action for damages or injunctive relief, or both, any or all of the covenants, conditions and restrictions now or hereafter imposed by this Declaration upon the Owners or upon any of the Parcels; provided, however, nothing herein shall be construed as creating a third party beneficiary contract in favor of parties who are not the Owners, and there shall be no right of enforcement by anyone who does not own a Parcel.
- 7.5 <u>Remedies Cumulative.</u> Each remedy provided by this Declaration is comulative and not exclusive.
- 7.6 Nonwaiver. The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provision or any other provision of this Declaration.
- 7.7 Obligations of Owners. No Owner may avoid the burdens or obligations imposed on him by this Declaration through nomice of the Roadway, or by abandonment of his Parcel or the Roadway. Upon the conveyance, sale, assignment, or other transfer of a Parcel to a new Owner, the transferring Owner shall not be liable for any cost or other obligation under this Declaration with respect to such Parcel incurred after the date of such transfer, and no person, after the termination of his status as Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration.

IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year

first above written.

PATRICK LANGHOFF

TO MODALIA

MARIE KOYAMA

0519706

8K0801PG0137

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Description: Douglas, NV Document-DocID 519706 Page: 11 of 14 Order: 2871 Comment:



JUL-08-2001 16:57 FROM: CHIPPELL STOKE	7753389714	TD:17752679890	P.809/011
STATE OF NEVADA ) ss. CARSON CITY ) This instrument was acknowled JOHN KOYAMA.	iged before me on_		, -
DODE L WALVER Many Public State of Membe Apportunat An. 40 44615 My Appl. Expires Sap 12, 2004		NOTARY PUBLIC	A.Z
STATE OF NEVADA )  SS.  CARSON CITY )  This instrument was acknowled	dged before me on	June 29 , 2001, 6	
MARIE KOYAMA.  DOGE L. WALKER  Hutery Philip, Sinte of Hennite Appointment No. 66-6-68013  My Appl. Eighns Sup 12, 2004		-June 29 , 2001, b -July FUBLIC	
STATE OF NEVADA ) ss.  COUNTY OF	david hateira mu en	Tuly 30, 2001, b	
PATRICK LANGHOFF,  KATHY MERRILL  Notary Public - State of Nevada  Appointment Recorded in County at Douglas  My Appointment Expires Oct. 10, 2003	•	NOTARY PUBLIC	JQ
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### EXHIBIT "A"

## KOYAMA PARCEL LEGAL DESCRIPTION

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

Baing a portion of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 14 North, Range 20 East, M. D. B. & M., described as follows:

Commencing at the Southwest corner of Said Section 26; thence North 89°57' East along the South line of said Section 26, a distance of 1737 feet to the true point of beginning; thence North 0°05' West a distance of 837.50 feet to a point on the South line of the parcel conveyed to Leonard G. Wagner, at ux, by Deed recorded July 31, 1964 under document No. 25761, Official Records of Douglas County, Nevada, thence North 89°57' East a distance of 243 feet; thence South 0°05' West a distance of 837.60 feet to a point on the South line of said Section 25; thence South 89°57' West along the South line of said Section 26, a distance of 243 feet to the point of beginning.

A.P.N. 21-240-21

Per NRS 111.312 This Legal Description was previously recorded as Document No. 235212 in Book 990 at Page 3456, on September 24, 1990 By John Lelann DeShazer

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> > 0626050

## EXHIBIT "B"

## LANGHOFF PARCEL LEGAL DESCRIPTION

## DESCRIPTION

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

Parcel A, as shown on the parcel map for Donald M. Edison filed for record in the office of the County Recorder, Douglas County, Nevada on August 15, 1989, in Book 889, Page 2078, as Document No. 208705.

REQUESTED BY FIRST AMERICAN TITLE CO.

DOUGLAS CO MEYADA

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