

2004 OCT 13 PM 3:33

WERNER CHRISTEN
RECORDER

\$23⁰⁰ PAID *KJ* DEPUTY

APN's
1319-19-710-031 + 032

Recorder

Stamp

When Recorded:
Pellizzer
7510 Batten Court
Cotati CA 94931

COVENANT CONDITIONS AND RESTRICTIONS

Pertaining to the Two Single Family Dwellings (Duplex Structure) located in the Planned Unit Development of SUMMIT VILLAGE INC. on Lot 406 A (749 A TINA CT.) Assessor's Parcel Number: 1319-19-710-031. And Lot 406 B (749 B TINA CT.), Assessor's Parcel Number: 1319-19-710-032, STATELINE, NEVADA.

THIS AGREEMENT, RECORDED BY THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, is entered into for the mutual benefit of the owners of the above described properties, and shall obligate said owners to the covenants conditions and restrictions delineated herein.

Should these Covenant Conditions and Restrictions, hereinafter referred to as the C. C. & R's, conflict with or contradict the C. C. & R's of SUMMIT VILLAGE INC. The C. C. & R's of SUMMIT VILLAGE shall supersede this agreement.

Amendments to this agreement require the unanimous consent of all parties holding an ownership interest, and become effective as of the date of recordation. These C. C. & R's shall remain in effect until terminated by the unanimous consent of all parties holding an ownership interest.

The owners agree to require any future purchaser, as a condition of sale, to obligate themselves in turn to the C. C. & R's contained herein. Notice shall be given to all owners upon the sale of either property within 10 days of the closing of said sale, disclosing the name and address of the new owner(s).

THIS INSTRUMENT IS BEING RECORDED **Page 1 of 4**
ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED
OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY
OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY,
UPON TITLE TO ANY REAL PROPERTY DESCRIBED
THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

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Legal notice shall be considered received upon delivery to the most current addresses listed in this agreement, AND delivery to the occupants of the properties covered by this agreement.

Each owner agrees to maintain, a quiet peaceful occupancy avoiding loud noise, offensive conduct, or inappropriate disturbances.

INSURANCE

Each owner agrees to carry sufficient insurance at all times to restore his/her portion of the structure in the event of fire or natural disaster. Furthermore, each owner agrees to carry sufficient public liability and property damage insurance to protect his/her interest, and the interest of other owners, from claims that may arise from the common area.

SEE EXHIBIT A, ATTACHED HERETO AND MADE APART HEREOF.

EASEMENT

The owners hereby acknowledge that the building is served by a common water line, common waste water (sewer) line, common natural gas line, and common electrical service drop. The owners further acknowledge, telephone lines, television cables, and photo electric controlled exterior lighting circuits pass beneath the dwelling units. It is understood that said utility lines are mutually beneficial. The owners hereby agree to permit the installation of other telecommunications and utility lines and will allow unrestricted passage beneath their dwelling units at no cost to the adjoining property owner. The owners hereby agree to permit unrestricted access to the area's beneath the dwelling units for the purposes of installation, maintenance, inspection, trouble shooting, and repair of said utility lines.

PROPERTY LINES

The above referenced properties are deeded "TOWN HOUSES". Each owner owns that portion of the building that is located on his/her lot. It is hereby disclosed and understood that the lot line separating the adjoining dwelling units 749A and 749B Tina Court is NOT directly below the center of the common wall separating the units. **Therefore, regardless of the actual survey line, the parties to this agreement shall claim as his/her property, ONLY that portion of the building and land that extends from the center of the wall separating the units.**

The owners further agree that a lot line adjustment is necessary to properly and equally define the property. It is understood that a lot line adjustment must be approved by SUMMIT VILLAGE INC., the TAHOE REGIONAL PLANNING AGENCY, DOUGLAS COUNTY and other agencies having jurisdiction. The lot line adjustment shall be made within ten (10) years from the date of this agreement, and at such time that the owners, by mutual consent, determine it to be necessary. The cost to complete the lot line adjustment will be shared by the owners of record at the time of recordation. The cost will be divided as follows: 50% by the owners of unit 749 A Tina Court, and 50% by the owners of record of unit 749 B Tina Court.

STRUCTURAL CHANGES OR ADDITIONS

It is agreed that any structural changes or additions affecting, the exterior of the building or the common wall dividing the dwelling units, shall require the mutual consent of both property owners, in writing, prior to commencement of construction.

MAINTENANCE

The owners agree to keep the area of the structure and the area surrounding the structure free of trash, debris, and food that may attract wild animals.

The owners agree to meet annually at a date of their choosing, to inspect the structure and determine the scope of any work that might be necessary to keep the property in good condition.

Exterior material and paint colors shall be kept consistent on both dwelling units. Changing exterior materials and/or colors shall require the unanimous consent of all owners and shall be expressed in writing prior to the commencement of any work.

It is understood that maintenance of the staircase, railings and landing that provide access and egress to the building, is located on Summit Village Inc. common property, but remains the responsibility of the parties to this agreement, and shall be shared equally.

The water heaters of each dwelling unit are interconnected with a series of valves and pipes to permit the water heater of either dwelling unit to be used to supply the entire building. It is hereby agreed that in the event of a water heater failure, service may be temporarily provided by the adjoining dwelling unit until repairs can be made.

Should such a failure occur, the owner of the failed water heater shall immediately notify both the owner and the occupant of the dwelling unit supplying the hot water. Under no circumstances shall this temporary service exceed seven days.

The front deck surface is a Tufflex Urethane Polymer. This surface is designed to provide a water proof barrier to the storage areas below. It is understood and agreed that only manufacturer recommended paints and materials be used to maintain the surface and the integrity of the water proof barrier.

THIS AGREEMENT IS ENTERED INTO ON THIS 10-07- DAY OF OCTOBER 2004

Owner(s) of 749 A Tina Court

~~SUE ATTINGER~~
Print Name

~~[Signature]~~
NOTORIZED Signature

Print Name

NOTORIZED Signature

Owner(s) of 749 B Tina Court

ROBERT JAMES ATTINGER
Print Name

[Signature]
NOTORIZED Signature

BERNICE ANN ATTINGER
Print Name

[Signature]
NOTORIZED Signature

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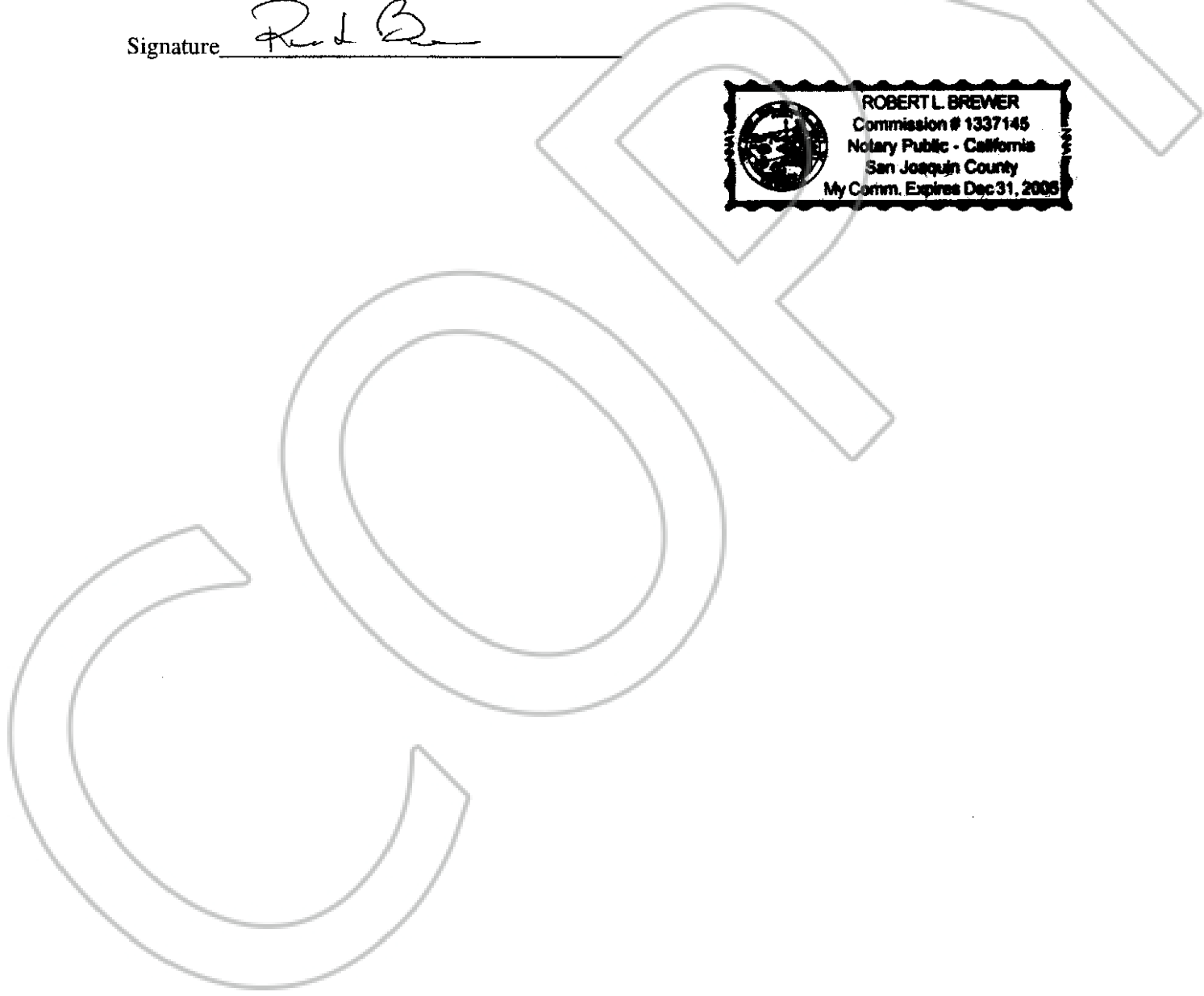
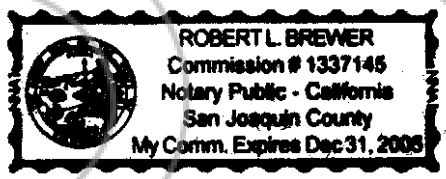
STATE OF CALIFORNIA }
 } SS.
COUNTY OF EL DORADO }

This instrument was acknowledged before me on 10-7-2004, by _____

~~Robert Attinger & Bernice Attinger~~

WITNESS my hand and official seal.

Signature *R L B*



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Should such a failure occur, the owner of the failed water heater shall immediately notify both the owner and the occupant of the dwelling unit supplying the hot water. Under no circumstances shall this temporary service exceed seven days.

The front deck surface is a Tufflex Urethane Polymer. This surface is designed to provide a water proof barrier to the storage areas below. It is understood and agreed that only manufacturer recommended paints and materials be used to maintain the surface and the integrity of the water proof barrier.

THIS AGREEMENT IS ENTERED INTO ON THIS 8th DAY OF OCTOBER 2004

Owner(s) of 749 A Tina Court

Thomas Pellizzer

Print Name

Thomas Pellizzer
NOTORIZED Signature

Denise Pellizzer

Print Name

Denise Pellizzer
NOTORIZED Signature

Owner(s) of 749 B Tina Court

Print Name

NOTORIZED Signature

Print Name

NOTORIZED Signature

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STATE OF California }
 } SS.
COUNTY OF Sonoma }

This instrument was acknowledged before me on October 8 2004, by
THOMAS PELLIZZER and DENISE PELLIZZER

WITNESS my hand and official seal.

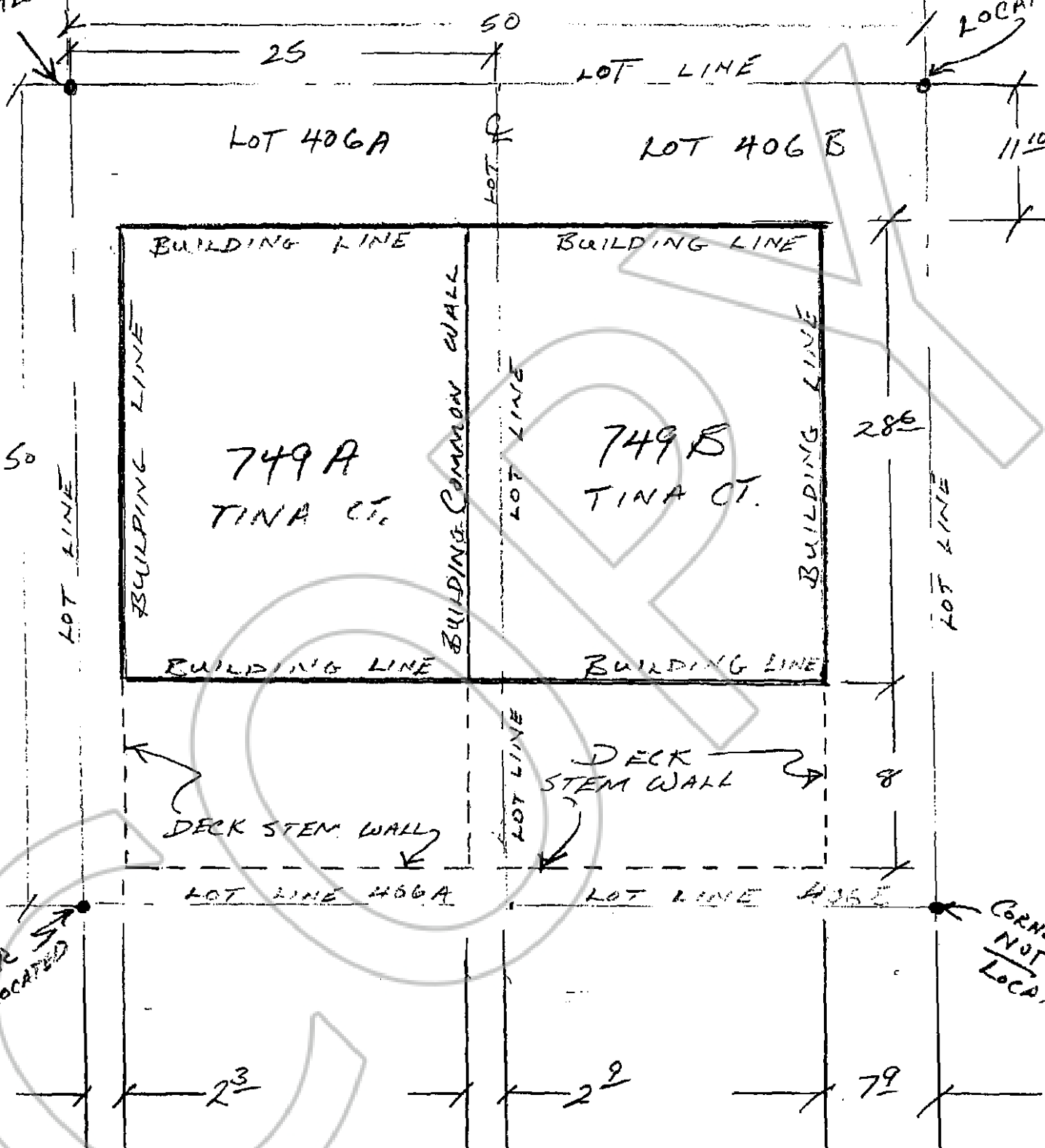
Signature Stephanie E. Munoz



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CORNER LOCATED

CORNER LOCATED



CORNER NOT LOCATED

CORNER NOT LOCATED

ROBERT J ATTINGER
987 EDGEWOOD CIRCLE SUITE E
SO. LAKE TAHOE CA 96150

(FOR REFERENCE ONLY)

SCALE: NONE
ALL DIMENSIONS
ARE APPROXIMATE

PHONE (530) 544-2875
FAX (530) 544-2896

STREET

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EXHIBIT "A"

ESCROW NO.: 040202497

Lot 406 A & B, as shown on the Amended Map of SUMMIT VILLAGE recorded in the Office of the County Recorder of Douglas County, Nevada, on September 17, 1968, as Document No. 42231, and on SECOND AMENDED MAP recorded on January 13, 1969, as Document No. 43419, Official Records of Douglas County, Nevada.

Assessor's Parcel No. 1319-19-710-031 & 1319-19-710-032



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