

Assessor's Parcel Number: 1319-19-716-002

Douglas County - NV
Werner Christen - Recorder

Recording Requested By:

Page: 1 Of 8 Fee: 21.00
BK-0407 PG- 4730 RPTT: 0.00

Name: Barry S. Ramer, Trustee



Address: 1202 Southfield Court

City/State/Zip Davis, CA 95616

Common Area Maintenance Agreement
(Title of Document)

*This document has been signed in counterpart and
is being recorded as one document

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. NO LIABILITY, EXPRESS
OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY
OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY,
UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN
FIRST AMERICAN TITLE COMPANY OF NEVADA

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This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

**COMMON AREA MAINTENANCE AGREEMENT
FOR BUILDING LOCATED AT
776 BIGLER COURT
STATELINE, NEVADA**

The undersigned owners hereby agree, in good faith, to cooperate in maintenance of the common area for the above referenced building. The common areas of concern include, but are not limited to, the existing roof, stairway entrance, driveway, exterior siding and railings, and BMPs. Furthermore, each owner shall carry their own insurance liability coverage for such common areas, with an insurance carrier of their choice.

The rights and duties of the owners of the above referenced property with respect to sewer, septic systems, water, electricity, gas, and telephone lines shall be governed as follows:

- A) Whenever joint sewer connections, septic system connections, electricity, gas, or telephone lines are installed in or upon said property, then each owner hereby grants an easement to the appropriate utility or other entity to come upon their residence to connect, repair, or maintain such utility, even though it may be for the purpose of benefiting the other party.
- B) In the event that any portion of such a connection or line is damaged or destroyed through an act of an owner being served, or any act of his/her agent, tenant, guest, or member of his/her family (whether or not such act is negligible or otherwise culpable) so as to deprive the other party of being served by such connection or line to the full use and enjoyment of said connection or line, then such owner causing the destruction or damage shall forthwith proceed to replace or repair the same to as good a condition as formerly, without cost to the other party.
- C) In the event that any portion of such a connection or line is damaged or destroyed by some cause other than the act of any of either of the owners, their agents, tenants, guests, or members of their family (including wear and tear, and deterioration from the lapse of time), then, in such event, the owners of both properties who are deprived of the full use and enjoyment thereof shall proceed forthwith to replace or repair said connection or line to as good a condition as formerly, at their joint and equal expense.



Any dispute or claim arising out of this agreement will be decided by a neutral arbitration in accordance with the Nevada Uniform Arbitration Act (Ch. 38, Nevada Revised Statutes) and not by court action, except as provided by Nevada law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All parties will have the right to discovery and appeal in accordance with NRS 38.085.38.095.

Barry S. Ramer
30 Mar 2007

Owner of 776 A Bigler Court, Date
Stateline, Nevada

Owner of 776 ___ Bigler Court, Date
Stateline, Nevada

Owner of 776 ___ Bigler Court, Date
Stateline, Nevada

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Barry S. Ramer
Owner of 776 A Bigler Court, Date
Stateline, Nevada
Barry S. Ramer

30 Mar 2007

Owner of 776 ___ Bigler Court, Date
Stateline, Nevada

Owner of 776 B Bigler Court, Date
Stateline, Nevada

Owner of 776 ___ Bigler Court, Date
Stateline, Nevada

STATE OF NEVADA)
COUNTY OF DOUGLAS) :SS.

This instrument was acknowledged before me on

3/20/07 by Barry S. Ramer
[Signature]

Notary Public
(My commission expires: 2/15/10)

 N. HARRIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. Recorded in Douglas County
My Appt. Expires February 15, 2010
No: 97-4131-5

STATE OF **NEVADA**)
)
) :ss.
COUNTY OF **DOUGLAS**)

This instrument was acknowledged before me on

4-6-07 by Loral Langemeier

Kris M Chandler

Notary Public

(My commission expires: 7/1/10)

