

Assessor's Parcel Number: 1318-15-111-079

Recording Requested By:

Name: James A. Seatona

Address: P.O. Box 2177

City/State/Zip Mill Valley, CA 94941

R.P.T.T.: _____

DOC # 756484
12/31/2009 01:21PM Deputy: GB
OFFICIAL RECORD
Requested By:
FIRST AMERICANTITLE STAT
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 42.00
BK-1209 PG-7323 RPTT: 0.00



Agreement for Assumption of Responsibility
(Title of Document)

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.

C:\bc docs\Cover page for recording



AGREEMENT FOR ASSUMPTION OF RESPONSIBILITY

This Agreement for Assumption of Responsibility ("Agreement") is executed this 29th day of December, 2009 by and between James A. Scatena, Jr., purchaser of Unit 130 of the PineWild Condominiums, more specifically described below, hereinafter referred to as "Purchaser," and William D. Bandes, Seller of this Unit 130, hereinafter referred to as "Seller," under the terms and provisions set forth below, which Agreement has the specific purpose of making the PineWild Condominiums ("PineWild"), and the PineWild Condominium Homeowners Association (the "Association") as its third-party beneficiaries.

RECITALS

Whereas, this Agreement is for the purpose of continuing and extending the responsibility agreed to by Seller of Seller's obligation to cover any repairs or damage caused by the installation of solar tubes (2) in the roof of Unit 130 of the PineWild Condominiums, and

Whereas, this Unit 130 is more specifically described as that certain parcel designated by Assessor's Parcel Number 1318-15-111-079 and located at 191 Lake Shore Boulevard at Marla Bay in Douglas County, Nevada, and having the following as its legal description, hereinafter "Unit 130".

LOT 130 AS SHOWN ON THE OFFICIAL PLAT OF "PINEWILD UNIT NO.2, A CONDOMINIUM", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, DOUGLAS COUNTY, NEVADA, ON OCTOBER 23, 1973 AS DOCUMENT NO. 69660.

Whereas, Purchaser is purchasing Unit 130 and as an additional feature of this purchase, is also executing this Agreement; and

Whereas, when the solar tubes were installed, it was a condition of the installation that Seller confirm in writing his obligation to cover any present or future damage or repairs caused by or relating to the presence of the skylight in the roof of the building including Unit 130 which Seller did by a signed document confirming that he would similarly require any subsequent owner of Unit 130 to assume this obligation and continue the Seller's responsibility, and similarly extend it to any future owner; and

Whereas, this Agreement documents this assumption and continuity of this responsibility by Seller for the purpose of covering damage or injury to the building containing Unit 130 or the other units therein or any of the limited or general common elements or areas for which the Association is responsible to repair, protect or maintain; and

Whereas, both Seller and Buyer intend by this Agreement to make the PineWild Condominiums ("PineWild"), and the PineWild Condominium Homeowners Association (the "Association") third-party beneficiaries of this Agreement to ensure that the common elements and areas of PineWild are protected hereunder and that the Association's obligations and responsibilities can be fulfilled and maintained, and

Whereas, Purchaser is willing to agree to continue the commitment of Seller to cover any leakage or damage to the building containing Unit 130 or other units therein, and any damage or



injury to the areas or interest which the Association is charged with protecting in the best interests of Unit 130 and its neighbors, or of the common elements of PineWild in this building, and

Whereas, it is specifically intended that this Agreement will be included in the documentation relating to the purchase of Unit 130 and thereafter, be recorded to ensure its continuity and that this commitment run with this parcel to be disclosed to the public or any future owner.

Now Therefore, Purchaser and Seller hereby agree as set forth below:

1. Assumption of Obligation to Repair: Purchaser hereby specifically agrees to maintain the commitment established and agreed to by Seller and will cover any damage or injury to Unit 130, or other units within its building, or by indemnifying and reimbursing the Association for any such damage or injury to the building, its structure or common elements, whether by insurance or otherwise. This commitment generally extends to leakage or other damage caused by Unit 130's solar tubes or their installation; any repair of the solar tubes or other parts of Unit 130's building; and coverage of the Association's responsibility with respect to the building and its components, roof or common elements including maintenance of the roof's warranty.

2. Intent to Run with the Parcel. This agreement is to continue and extend so long as the solar tubes are a part of the roof of Unit 130's building and both parties agree that it will be recorded to accomplish this with full notice to any future owner of Unit 130.

3. Inclusion in closing documents; Connection to Sale of Unit 130. Both parties agree that this Agreement is an essential part of the purchase and sale of Unit 130 and agree to it being included as one of the documents to be signed as a part of the closing documents for this purchase and sale, and its subsequent recording in the County records of Douglas County, Nevada as a part of the escrow and closing proceedings.

Acknowledged and Agreed to this 29th day of December, 2009.

Purchaser

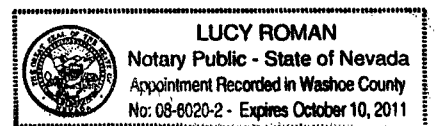
By *James A. Scatena Jr.*
James A. Scatena Jr.

Seller

By *William D. Bandes*
William D. Bandes

*State: Nevada
County: Washoe*

*Lucy Roman
Notary Public*





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

This instrument was acknowledged before me on
December 31, 2009 by
James A. Scatena, Jr.

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

