

10/13

APNs: 1319-30-712-002 and
1319-30-712-003

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 19.00
BK-1011 PG- 2057 RPTT: 0.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:



✓ SAFE HARBOR 1, LLC
746 14TH AVE. NE
ST. PETERSBURG, FL 33701

PARTY WALL/MAINTENANCE AGREEMENT

WHEREAS, SAFE HARBOR 1, LLC, a Florida Limited Liability Company, is the owner of Unit B, Lot 12, Tahoe Village Unit No. 1, as described on an amended map of Alpine Village Unit No. 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on December 7, 1971, in Book 94, Page 203, as Document No. 55769, APN 1319-30-712-002 (hereafter Unit "B").

WHEREAS, LEONARD STEVEN MARINELLO is or is about to become the owner of Unit A, Lot 12, Tahoe Village Unit No. 1, as described on an amended map of Alpine Village Unit No. 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on December 7, 1971, in Book 94, Page 203, as Document No. 55769, APN 1319-30-712-003 (hereafter Unit "A").

WHEREAS, Unit "A" and Unit "B" (hereafter dwelling unit or collectively referred to as "dwelling units") have residences constructed thereon which are attached together but are separated/divided by a "party wall".

NOW, THEREFORE, for valuable consideration, the undersigned parties, in order to protect each and every owner or purchaser, his heirs, and assigns of Units A & B, agree as follows:

1. *Party Wall.* The term "party wall" means the longitudinal wall that separates Unit A from Unit B.
2. *Cost of Maintenance.* The cost(s) of maintenance and repair (including structural repairs) of the party wall, roof, exterior plumbing, HVAC systems, satellite dish and driveway(s) of the dwelling units shall be shared equally by the owner(s) of Unit A and Unit B, respectively. The roof exterior and driveway(s) of each dwelling unit as previously constructed shall be kept in first

class condition and shall not be changed, modified or altered as being different from the other dwelling unit unless mutually agreed to by the respective owner(s) of Unit A and Unit B. Any decoration, painting or cosmetic changes to the interior portion of the party wall applicable to Unit A or Unit B or interior of the dwelling units is permissible without the consent of the owner(s) of the other dwelling unit, provided the expenses therefore are solely borne by the Unit owner(s) making the changes.

3. *Prohibited Use.* Neither Unit A or Unit B may utilize the party wall in such a manner as to interfere with the use of the party wall by the other. Either Unit owner may use the party wall for any purpose, subject to the limitation that the use does not infringe upon the rights of the adjoining Unit owner, or impair the value, or support of the party wall.

4. *Modification.* There shall be no structural modification of the party wall or to the roof, exterior, plumbing, HVAC systems, satellite dish or driveway(s) of the dwelling Units except by mutual agreement of the owner(s) of both Unit A and Unit B.

5. *Damage or Destruction.* In the event of any damage or destruction of said party wall, roof, exterior, plumbing, HVAC systems, satellite dish or driveway(s) of dwelling Units from any cause, other than from the negligence of either the owner(s) of Unit A or Unit B, respectively, the then owners shall, at joint expense, repair or rebuild said party wall, roof, exterior, plumbing, HVAC systems, satellite dish or driveway(s) of the dwelling Units. If either of the owner's of Unit A or B be negligent and such negligence shall cause damage or destruction to said party wall, roof, exterior, plumbing, HVAC systems, satellite dish or driveway(s), such negligent owner shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share or all of such cost in case of negligence, the other owner may have such party wall, roof, exterior, plumbing, HVAC systems, satellite dish or driveway(s) repaired or restored, the cost of which shall be paid by the other or negligent owner, plus interest thereon at the rate of 18% per annum until paid. Each owner's negligence may be determined by an arbitrator, as set out in the arbitration clause of this Agreement.

6. *Easement for Repair.* The owner of either Unit A or B shall have the right, upon reasonable notice to the other owner, to break through the party wall for the purpose of repairing or restoring sewage problems, water, and all other utilities, if any, subject to the obligation to restore the said wall to its previous structural condition at his sole expense except in case of negligence when the provisions of paragraph 5 shall prevail. The owners of each dwelling shall have an easement in the land and premises of the other for use of sewers, water and other utility purposes..

7. *Snow Removal.* All snow removal expenses for the driveway(s) shall be shared equally by the owner(s) of Unit A and Unit B.

8. *Insurance.* The owner(s) of Unit A or B agree to maintain appropriate casualty and fire insurance on their respective Units in a amount at least equal to \$500,000.00 for any casualty claims and replacement cost for any property damage claims, that names the other Unit owner as a co-insured and insures each Unit owner against any casualty or fire insurance claims, the result of any actions, inactions or negligence of the Unit owner procuring the insurance. Alternatively, the owners of Unit A and Unit B agree to obtain a single policy of insurance that provides the above coverage for any such claims and equally split the costs of such insurance policy(s).

9. *Successors.* This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. In that regard, the parties hereto agree to record this Agreement and that this Agreement and each provision hereof shall be deemed and construed as covenants running with the land and enforceable as such.

10. *Arbitration.* In the event that the owners of the respective dwellings units cannot settle any dispute involving the terms of this Agreement other than the payment of any sums due hereunder, then the matter shall be referred to binding Arbitration upon written demand of either party, to the American Arbitration Association. Arbitration shall be under the rules and regulations of the American Arbitration Association. It is agreed that the arbitrator may award monies for damages and costs, or may require a party to perform certain obligations or refrain from certain acts. It is agreed that the parties shall pay for the cost of arbitration and damages as determined by the arbitrator. The parties may select an arbitrator who is not a member of the American Arbitration Association if it is mutually agreeable. The arbitrator may in the arbitrator's discretion award attorney fees and costs to the prevailing party.

11. *Payment.* In the event the owner(s) or either Unit A or Unit B fail to pay any sums required to be paid hereunder, then the owner of the paying Unit may, but is not required to do so, advance the amount owing by the non-paying Unit, which amount is immediately owing by the owner(s) of the non-paying Unit to the owner(s) of the paying Unit, together with interest thereon at the rate of 18% per annum commencing from the date the advance was made until paid. Any sums owing hereunder may be collected in any manner permitted by law.

12. *Good Faith.* The parties hereto and their successors and assigns agree to use the utmost good faith regarding this Agreement and the duties and obligations herein imposed.

13. *Attorney Fees.* In the event any party hereto is required to retain an attorney to enforce any of the terms hereof, then the prevailing party shall be entitled to recover reasonable attorney fees and court or arbitration costs.

The parties hereto have executed this Agreement the date hereinafter written.

UNIT A

Dated: 9/21/2011

Leonard Steven Marinello

By: LEONARD STEVEN MARINELLO

UNIT B
SAFE HARBOR 1, LLC

Dated: 10/7/11

Michael Hambleton

By: MICHAEL HAMBLETON, Its Managing Member

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California)
) ss:
County of Santa Clara)

On Sept 21, 2011, before me, Gary V. Giannini, Notary Public, personally appeared LEONARD STEVEN MARINELLO, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies) and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



GARY V. GIANNINI, Notary Public
State of California
My commission expires: November 29, 2012
My Notary Commission No: 1823567



ACKNOWLEDGMENT

STATE OF Florida)
) ss.
 COUNTY OF Pinellas)

On Oct. 7, 2011, before me,
Kathy Dileo, a Notary Public, personally appeared
 MICHAEL HAMBLETON, who proved to me on the basis of satisfactory evidence
 to be the person whose name is subscribed to the within instrument and
 acknowledged to me that he executed the same in his authorized capacity, and
 that by his signature on the instrument the person, or the entity upon behalf of
 which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary

