19/

APN: 1319-19-720-036

WHEN RECORDED MAIL TO:

Summit Village Association c/o Gayle A. Kern, Esq. Kern & Associates, Ltd. 5421 Kietzke Lane, Suite 200 Reno, NV 89511

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

Doc Number: **0845848**

07/07/2014 03:44 PM OFFICIAL RECORDS Requested By. GAYLE A KERN

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

Page: 1 Of 6 Fee: \$ 19.00

8k: 0714 Pg: 1593

Deputy: se

COVENANT, CONDITION AND RESTRICTION FOR DECK

This Covenant, Condition and Restriction for Deck ("Covenant"), made effective as of the date last signed below, is entered into by and between Summit Village Association ("Association"), and Brad Marendt and Natalia Marendt ("Owners").

RECITALS

- A. On October 14, 1968, the Declaration of Covenants, Conditions and Restrictions for Summit Villate as Document No. 42593 and on February 7, 1990 the Amended Declaration of Covenants, Conditions and Restrictsions Summit Village as Document No. 219698 (collectively "CC&Rs") were with the Douglas County Recorder.
- B. Owners own certain real property located at 181 Tramway Unit A, more particularly described in Exhibit "A" attached hereto ("the Property"). The Property is subject to and encumbered by the CC&Rs.
- C. Owners and Association agree that there is a dispute between the Association and Owners regarding the installation of two decks and a second rental unit in the Property.
- D. Owners and Association have agreed that Owners and their successors and assigns, will be fully and completely bound by the terms and conditions of this Covenant; that such Covenant will bind all heirs, successors in interest and assigns of Owners and

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Purchaser, and will run with the Property as a covenant, condition and restriction.

NOW THEREFORE, Association and Owners agree to the following terms, conditions, covenants, and restrictions:

- 1. Within sixty (60) days of recording this Covenant, Owners shall remove the lower deck on the Property (except that the staircase to the lower door may remain) and the second kitchen (specifically the stove, refrigerator and sink) at the lower level of the Property. The Association shall inspect and confirm that the lower deck and the second kitchen at the lower level were properly and completely removed from the Property. The lower deck and the second kitchen shall be permantly and forever removed from the Property.
- 2. Owners shall be allowed to keep the upper deck off the living room and shall be respossible for maintenance, repair and other expenses associated with the upper deck.
- 3. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and as liens, and shall constitute benefits and burdens to Owners, his or her and their successors in interest, and their assigns and to all persons hereafter acquiring or owning any interest in the Property, however such interest may be obtained. This paragraph shall survive any termination of this Covenant.
- 4. Association reserves all of its rights against any other party or entity and does not, by virtue of execution of this Covenant, waive any of its rights or remedies against other entities or individuals for any damages that may be sustained. This paragraph shall survive any termination of this Covenant.
- 5. For as long as the CC&Rs, or any amendments or restatements thereto, encumber the Property, Owners, and all of their successors in interest and assigns, including any owner of the Property, agree to defend, indemnify and hold harmless Association from any and all claims and/or liability whatsoever and however asserted arising out of the upper deck, including without limitation any negligence alleged to have been committed by Owners, including, without limitation, any claim whatsoever, including, but not limited to any claims asserted by any member of the Association, or any other entity or person claiming any damages arising from the Property or improvements or construction thereon. Association shall not be held liable or responsible for any claims of whatsoever nature or damages arising out of any matter regarding the upper deck or this Agreement. This paragraph shall survive any termination of this Covenant.
- 6. Should any action be commenced regarding a breach of this Covenant, the prevailing party shall be entitled to all reasonable attorneys fees and costs. This paragraph shall survive any termination of this Covenant.
- 7. In the event any claim of whatsoever nature is asserted against the Association, and Owners, thereafter fail to defend, indemnify and hold the Association harmless therefrom, Owners,



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his or her or their successors and assignees shall be obligated to reimburse Association for all costs and attorney's fees incurred by Association in defending itself against any such claim and/or in enforcing this Covenant. Any damages incurred by Association, whether for defending itself or for indemnification of any damages that may be awarded against the Association, shall constitute a lien against the Property effective as of the date of this Agreement and Association shall have the right to foreclose on the lien created herein in the same manner as foreclosure is conducted under Chapter 116 of the Nevada Revised Statutes. This paragraph shall survive any termination of this Agreement.

IN WITNESS WHEREOF, Association, and Owners have executed this Agreement.

By: Vince Travens
STATE OF NEVADA
: ss.

COUNTY OF WASHOE)

SUMMIT VILLAGE ASSOCIATION

J. MARTELL.
Notary Public - State of Nevada
Appointment Recorded in Douglas County

No: 11-4056-5 - Expires January 28, 2015

OWNER'S SIGNATURE AND NOTARIES ON FOLLOWING PAGE

OWNERS		
Date: 6-9-14	l	
Brad Marendt	\	
STATE OF) : ss.		
COUNTY OF)		
On this day of, 2014, personally appeared before me, Brad Marendt, known to me or proved to me to be the person mentioned in the above and foregoing document, and who acknowledged to me that he executed the same for the uses and purposes therein mentioned.		
SEE ATTACHED FOR NOTARY PUBLIC		
Notary Public		
1 Alou Date: U-9-14		
STATE OF Calefor ries		
COUNTY OF El Darado)		
On this day of day of 2014, personally appeared before me, Natalia Management to me or proved to me to be the person mentioned in the above and foregoing documents.	Marendt, nent, and	
who acknowledged to me that he executed the same for the uses and purposes therein me	ntioned.	
Illba Anderson MELBA HENDERSON		
Notary Public Notary Public Comm. #1933065 Notary Public · California D El Dorado County Comm. Expires May 15, 2015		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California County of El Dorado Or July 9, 2014 before me, personally appearedBradley M	Melba Henderson , Notary Public Here Insert Name and Title of the Officer Name(s) of Signer(s)	
Place Notary Seal and/or Stamp Above Place Notary Seal and/or Stamp Above OPTI Though the information below is not required by la and could prevent fraudulent removal a Description of Attached Document Title or Type of Document: Toy 1 V 2 Mars 1.	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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. Signature:	
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.		
Description of Attached Document		
Control of Population Control of the		
Document Date: 4404 4,2014 Number of Pages:		
Signer(s) Other Than Named Above:		
Capacity(les) Claimed by Signer(s)		
Signer's Name: Broakley Marcind T	Signer's Name: Corporate Officer — Title(s)	
Corporate Onicer — Inte(s):		
Individual OF SIGNER OF OF SIGNER Top of thumb he	The Production of the State of the Community of the Commu	
Attorney in Fact	☐ Attorney in Fact	
☐ Trustee	☐ Trustee	
Guardian or Conservator	☐ Guardian or Conservator	
□ Other:	Other:	
Signer's Name: AGAWA IVA CONTINUATION OF SIGNER Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer Is Representing:	
2		

EXHIBIT "A"

Parcel 1:

Lot 569 A as said Lot is set forth on the Seventh Amended Map of Summit Village, recorded December 13, 2005 as Document No. 663253, being a Subdivision of Lot 569 as shown on the Map entitled SUBDIVISION OF PARCELS A and B of the SECOND AMENDED MAP of SUMMIT VILLAGE, filed in the Office of the County Recorder of Douglas County, State of Nevada on October 27, 1969 as Document No. 46713 and recorded on December 24, 1969 as Document No. 46671.

Parcel 2:

Access easement as set forth in Deed recorded January 30, 2006 in Book 0106 of Official Records, Douglas County, State of Nevada at Page 10062 as Document No. 0666829.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.