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OFFICIAL RECORDS

Requested By:
GAYLE A KERN

APN: 1319-19-720-036

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

WHEN RECORDED MAIL TO:

Page: 1 of 6 Fee: \$ 19.00

8k: 0714 Pg: 1593

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



Deputy: 59

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)

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

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 permanently and forever removed from the Property.

2. Owners shall be allowed to keep the upper deck off the living room and shall be responsible 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,

OWNERS

[Signature] Date: 6-9-14
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

[Signature] Date: 6-9-14
Natalia Marendt

STATE OF California
: ss.
COUNTY OF El Dorado)

On this 9th day of June, 2014, personally appeared before me, Natalia 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.

[Signature]
Notary Public



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.