

APN# 1319-30-633 (001-004 SEE)
ATTACHED



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Brian L McIntyre
Address: PO Box 11761
City/State/Zip: Reno, NV 89510

Mail Tax Statements to:

Name: Brian L McIntyre
Address: PO Box 11761
City/State/Zip: Reno, NV 89510

Building Mortgage Agreement

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)
- Judgment – NRS 17.150(4)
- Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

_____.

Parcel Numbers:
1319-30-633-001
1319-30-633-002
1319-30-633-003
1319-30-633-004

BUILDING MAINTENANCE AGREEMENT

PURPOSE: The Owners of the real property commonly known as 368 Quaking Aspen Lane, Unit's A, B, C, and D, City of Stateline, County of Douglas, State of Nevada, all agree to be in furtherance of a plan for the building and every part thereof. For the purposes of this Agreement, Owners shall include any person owning an interest in real property units within the boundaries of Tahoe Village Lot 69. This Agreement is to provide for the maintenance, improvement and preservation of the property for the benefit of each and every Owner.

MAINTENANCE AND REPAIR: The Owner of each Unit shall maintain the unit, the landscaping and all improvements located thereon including but not limited to structures, decks, stairwells, walkways, gutters, chimneys, shutters, awnings, handrails, hot tub and utility connections in good condition and state of repair and adequately painted or otherwise finished, all at such Owner's sole cost and expense. No Improvement on any Unit shall be permitted to fall into disrepair. All rubbish, trash and garbage shall be regularly removed from the Units and shall not be allowed to accumulate thereon. Owners shall be responsible for cleaning up after and any resulting damage to the property caused by pets, children, tenants or guests of the Unit.

No Owner shall do any act or work that will impair the structural integrity or safety of any unit located within the structure. All maintenance, repair and improvements shall be performed in a good and workmanlike manner and in compliance with all applicable Building Codes. The color or appearance of any improvement or repair shall not be offensive to the general appearance of the building. All improvement and repair must be in compliance with all applicable Tahoe Village Covenants, Conditions and Restrictions.

COMMON AREAS: The common area is for the use and enjoyment of all Owners. All utility and supply expenses incurred in the common interest of relaxation, maintenance, improvement and preservation shall be assessed to all Owners equally, this includes but is not limited to common elements such as the hot tub, roof de-ice cables and exterior common stairway lighting.

The hot tub is for the sole use of the Owners. One Owner must be present on the property at all times the hot tub is in use. The hot tub cover will be closed and locked at all times while not in use. Only Owners will be provided the security code and it shall not be shared with anyone besides Owners with interest in the property. For health, safety and liability concerns, absolutely no renters shall be allowed use of the hot tub at any time. If a Unit is to be rented, the Owner shall provide notice to the renters that they are to use the Tahoe Village Homeowners Association pool and hot tub for relaxation and enjoyment.

The building structure contains a crawlspace underneath the Units on each side of the property. The two Owners on each respective side share the space below the two Units above. Both crawl space doors are keyed the same, and shall remain accessible to all Unit Owners at all times for access to utility shut-offs and clean outs. Renters shall not be granted access to the crawlspace at any time.

CAPITAL ADDITIONS AND IMPROVEMENT ASSESSMENTS FOR COMMON ELEMENTS:

Upon approval of the Owners, the total cost for a capital improvement to a common element shall be assessed to all owners equally, by unit, each unit being equal to one quarter or twenty five percent (25%), or as otherwise agreed upon. Capital improvement and addition assessments shall be due and payable by all Owners in such installments and during such period or periods as the Owners shall designate.

INSURANCE: Owners must, at their sole cost and expense, obtain and maintain in effect policies of insurance adequate, in the reasonable opinion of the owners in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance may include fire and extended coverage insurance on all improvements owned; bodily injury and property liability insurance; and such other insurance, as the owners shall deem necessary or appropriate to protect the building structure.

OBLIGATIONS OF OWNERS: No Owner may avoid the burden or obligation incidental to ownership by nonuse of any Common element or the facilities located thereon or by abandonment of his interest in a unit. This Agreement shall run with said real property comprising 368 Quaking Aspen Lane, Unit's A, B, C and D, Stateline, Nevada and shall be binding upon, for the benefit of the building as a whole, each Owner, and each party having or acquiring any right, title or interest or any part thereof and shall be binding upon each successor in interest thereto. Upon the conveyance, sale, assignment or other transfer of an interest in a unit to a new Owner, the transferring Owner shall provide notice of such transfer to the other Owners and convey upon the new owner in the sales documentation the agreement for maintenance and preservation of the property.

This Building Maintenance Agreement supersedes the previous signed agreement dated the 5th of November, 2011.

WE, THE UNDERSIGNED, being Owners of the real property commonly known as 368 Quaking Aspen Lane, Unit's A, B, C and D, City of Stateline, County of Douglas, State of Nevada, for the purpose of maintenance and preservation, do hereby acknowledge this Agreement.

SIGNED:

Amy Buell
Matt Buell or Amy Buell *See attachment*
Unit A - APN #1319-30-633-001

3-16-18
Date

Scott Cumine
Scott F. Cumine or Krista H. Lovejoy *See Attached California*
Unit B - APN #1319-30-633-002 *Acknowledgement/Jurat*

1-13-18
Date

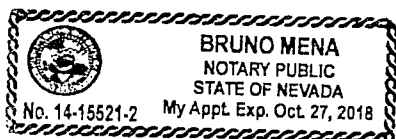
Jerry G. Wicks
Jerry G. Wicks or Scott R. Davis **PLEASE SEE ATTACHMENT**
Unit C - APN #1319-30-633-003

24 JAN 18
Date

Brian McIntyre
Megan McIntyre, Brian McIntyre, John R. Brown or Leah J. Brown
Unit D - APN #1319-30-633-004

2/2/18
Date

STATE OF NEVADA
COUNTY OF WAGSIDE



The foregoing instrument was acknowledged before me this 2 day of FEB, 2018, by BRIAN L. MCINTYRE
Bruno Mena BRUNO MENA
Notary Public's Signature Notary Name
Personally Known OR
Type of Identification Produced NVDL

ADDENDUM

The Owners of the real property commonly known as 368 Quaking Aspen Lane, Unit's A, B, C, and D, City of Stateline, County of Douglas, State of Nevada, all agreeing to be in furtherance of a plan for improvement and maintenance of the property do hereby agree to maintenance costs and duties of the jointly owned common area hot tub. Hot tub is for the enjoyment of the Owners and their guests, but not for rental guests. All costs will be divided equally.

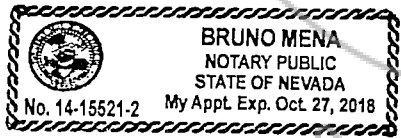
SIGNED:

Amy Buell 3-16-18
Matt Buell or Amy Buell *See Attachment* Date

[Signature] 1-13-18
Scott F. Cumine or Krista H. Lovejoy *See Attached California Acknowledgement/Jurat* Date

[Signature] 24 Jan 18
Jerry G Wicks or Scott R. Davis **PLEASE SEE ATTACHMENT** Date

[Signature] 2/2/18
Megan McIntyre, Brian McIntyre, John R. Brown or Leah J. Brown Date



STATE OF NEVADA
COUNTY OF WASHOE

The foregoing instrument was acknowledged before me this 2 day of FEB 2018, by Brian I. McIntyre
[Signature] Bruno Mena
Notary Public's Signature Notary Name
Personally Known OR
Type of Identification Produced NIDL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Contra Costa)

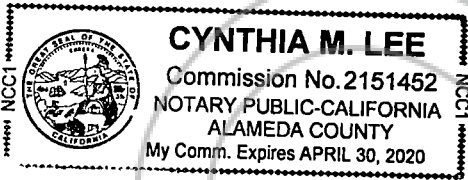
On March 16, 2018 before me, Cynthia M. Lee, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Amy Duncan Buell
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Building Maintenance Agreement
Document Date: 3/16/18 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of Contra Costa)

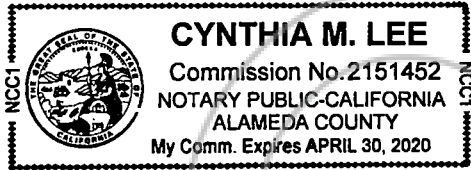
On March 16, 2018 before me, Cynthia M. Lee, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Amy Duncan Buell
Name(s) of Signer(s)

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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 _____
Signature of Notary Public



Place Notary Seal Above **OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Addendum
Document Date: 3/16/18 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

JURAT

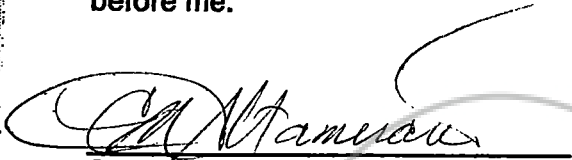
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

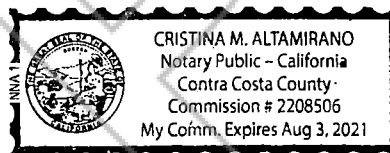
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 13th day of January,
2018 by Scott Fraser Cumine

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Building Maintenance
(Title or description of attached document)

Agreement
(Title or description of attached document continued)

Number of Pages 2 Document Date 1/13/18

Additional Information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

JURAT


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State of California

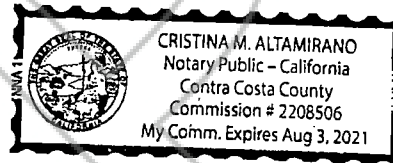
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 13th day of January,
2018 by Scott Fraser Cumine

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Addendum

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 1/13/18

Additional Information

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 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Solano }

On January 24, 2018 before me, N. Dang, Notary Public,
(Here insert name and title of the officer)

personally appeared Jerry G. Wicks _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

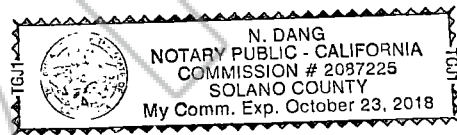
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Addendum _____
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 1/24/18

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

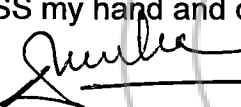
County of Solano }

On January 24, 2018 before me, N. Dang, Notary Public,
(Here insert name and title of the officer)

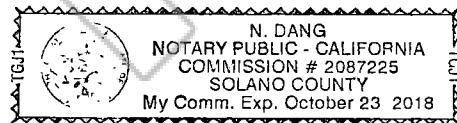
personally appeared Jerry G. Wicks _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ 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.



Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Building Maintenance Agreement-----
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 1/24/18

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

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- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
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 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
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