

APN# 1420-33-701-057, 1420-33-701-058, 1420-33-701-059



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Troy Scott

Address: 2046 Empire Ranch Rd.

City/State/Zip: Carson City, NV 89701

Mail Tax Statements to:

Name: SAME AS ABOVE

Address: _____

City/State/Zip: _____

DECLARATION OF COMMON DRIVE EASEMENT, RIGHTS AND RESPONSIBILITIES

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

**DECLARATION OF COMMON DRIVE EASEMENT,
RIGHTS AND RESPONSIBILITIES**

THIS DECLARATION is made this 28 day of MAY, 2019,
by **Troy Scott** (hereinafter, “Declarant”), the record title owner of three (3) parcels of property described below, that are hereby granted or burdened with a private road right-of-way and made subject to the terms of this maintenance agreement as a covenant running with the land.

The declarations contained in this instrument are based on the following factual recitals:

A. Declarant is the owner of three (3), contiguous residential parcels of land in Douglas County (hereinafter, collectively the “**Parcels**”) commonly known as 1355 Downs Drive, bearing Douglas County APN 1420-33-701-057 (“**Parcel 1**”); 1359 Downs Drive, bearing Douglas County APN 1420-33-701-058 (“**Parcel 2**”); and 1357 Downs Drive, bearing Douglas County APN 1420-33-701-059 (“**Parcel 3**”), specifically described as:

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Parcels 1, 2 and 3 as shown on Parcel Map LDA 18-001 for the C & R DeCarlo 1993 and Quail’s Nest Trust, 1999, filed for record in the office of the County Recorder of Douglas County, State of Nevada on August 13, 2018 as Document No. 2018-917999, Official Records.

[Per NRS 111.312, the above legal descriptions were previously recorded on September 14, 2018, as Document Nos. 2018-919626 and 2018-919635, Official Records of Douglas County, Nevada.]

B. Parcel 3 is presently a “flag lot” consisting of a rectangular parcel with a 30’ wide roadway (hereinafter, the “**Roadway**”) providing access to Downs Drive as more particularly described below.

C. Declarant desires that Parcel 1 and 2 be provided a right-of-way for access and private roadway purposes on a portion of the Roadway and that all Parcels shall share in the costs related to continual repair and maintenance of the entire Roadway.

D. Declarant intends to sell the Parcels for residential development and requires that said Parcels be subject to a maintenance agreement for the Roadway, in perpetuity and regardless of the change in ownership of any of the Parcels.

E. It is essential to the value of the Parcels that the present and future rights and obligations of the owners thereof regarding the maintenance and use of the Roadway as a private drive be set forth.

NOW THEREFORE, the Declarant hereby creates this easement for roadway purposes and maintenance thereof and burdens the Parcels as described herein with the following obligations and rights as a covenant that shall run with the land in perpetuity, as follows:

1. Declarant hereby grants to Parcels 1 and 2, for their respective benefit and said Parcels' successors and assigns or future owners, a mutual, private easement for ingress and egress as a common driveway over and as a servient burden on the Northerly 258 feet of Parcel 3 as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Private Road Easement"). The Private Road Easement is depicted in the attached **Exhibit "B"** prepared by PLS David Winchell, attached hereto and incorporated herein by reference (hereafter, the "Survey"). The Survey depicts the boundaries of the three Parcels and the location and dimensions of the Private Road Easement granted to Parcels 1 and 2.

2. By this Declaration, Declarant intends that the Roadway will be used for ingress and egress to the respective Parcels as depicted in the Survey and that the entire Roadway shall be maintained by the owners of the Parcels in a least as good of condition as constructed by Declarant as

set forth in this Declaration or as the owners may otherwise agree. In the event the Roadway is improved by the owners to a better condition or quality than that provided by Declarant, then the Owners shall thereafter be obligated to maintain the Roadway such better condition or quality.

3. The Roadway shall be constructed by Declarant in a manner consistent with all governing laws, rules, regulations and codes affecting the Parcels prior to or shortly after conveyance thereof, and shall be maintained by the respective owners in equal or greater quality, condition and aesthetic value to that constructed by Declarant, and in a manner consistent with all governing laws, rules, regulations and codes affecting the Parcels or roads in general. The “repair and maintenance” of the Roadway, as used herein, is defined to include the routine filling of holes, gaps, or voids in the surface of the Roadway, re-graveling, seal coating or resurfacing of the Roadway as appropriate, the cleaning and re-contouring of any appurtenant drainage system, the stabilization of any cut or fills, and the removal from or control of the weeds and brush within the Roadway.

4. The present and all future owners of the Parcels shall be responsible for the costs of the repair and maintenance of the Roadway as provided herein and any grantee who accepts a deed to any of the Parcels shall be deemed conclusively to have accepted the terms and conditions of this Declaration as a condition precedent to the acceptance of such deed of conveyance.

5. No Parcel owner shall cause any work to be done on the Roadway without first notifying the other Parcel owners of the intended work and then with their mutual consent. The Parcel owners shall work together to coordinate any repair, replacement or maintenance activities pertaining to the Roadway so as to minimize expense of and interference with the Parcel owners’ use of the Roadway and their respective properties. The Parcel owners will exercise reasonable care in their use and maintenance of the Roadway and related facilities so as to not cause more than normal wear and tear on the same.

6. Upon any Parcel owner determining that maintenance of any portion of the Roadway is necessary, such Parcel owner shall notify the others as to the need, scope and estimated cost to accomplish such repair or maintenance. In the event such repair or maintenance is a result of normal wear and tear, each Parcel owner shall be responsible for one-third (1/3) of such costs. If a Parcel owner disputes the amount of such obligation, such owner may obtain competitive bids with qualified contractors licensed in Nevada, whereupon the lowest responsible bidder will be awarded the repair or maintenance work.

7. To the extent that any damage to the Roadway is caused by a Parcel owner, their guests or invitees, such Parcel owner shall promptly repair the Roadway at their own expense. If the Parcel owner causing damage as set forth in this paragraph fails to repair any such damage within ten (10) days of receipt of written notice and request from the other Parcel owners, or any of them, then the other Parcel owners, or any of them, may accomplish the repairs and charge the expense thereof to the Parcel owner causing the damage or seek judicial remedies as provided by law.

8. Should any Parcel owner fail to contribute to the maintenance expenses required hereunder, then the other Parcel owners, or any of them, may commence litigation to compel such non-paying owner to comply with the obligations hereunder and the liability of such non-paying owner shall become a lien upon his Parcel and subject to judicial sale in accordance with law. In the event any legal proceeding is commenced by another Owner, the non-paying Owner shall reimburse the other Owner for all expenses incurred in connection therewith, including all costs and attorney's fees incurred prior to and in bringing any enforcement proceeding, upon demand therefore or at the conclusion of legal proceedings, and regardless of whether the other Owner is considered a prevailing party or not, unless the claims brought by the other Owner are determined to have no merit under NRS 18.010(2)(b), or any successor statute. This provision is binding on any legal tribunal and shall not

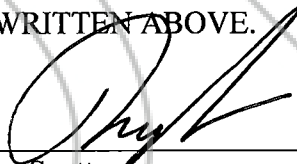
be invalidated by any other statute or rule to the contrary, including NRCP 68. This provision is deemed material consideration hereunder and necessary to the viability of enforcement proceedings and lien right provided for herein.

9. Any notice required hereunder shall be effective upon personal delivery to the record owner of the Parcel or mailed by certified or registered mail, postage prepaid, and addressed to the respective party at the address listed in the records of the Douglas County Assessor's office.

10. The rights granted or obligations created in this instrument shall not be further assignable by the Parcel owners except as an appurtenance to and in conjunction with the sale of the respective Parcels

11. The rights and obligations created by this Declaration shall be deemed to run with the land of the Parcels identified herein and shall be for the benefit of and inure to the other owners, their successors and assigns, their agents, employees, business invitees, tenants and guests of tenants, and shall burden the respective parcels perpetually.

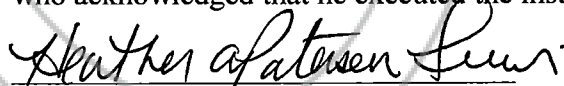
DONE THIS DAY AND YEAR FIRST WRITTEN ABOVE.



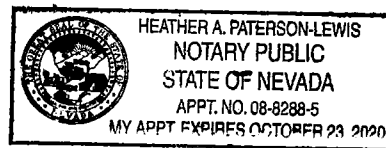
Troy Scott

STATE OF NEVADA)
):ss
COUNTY OF DOUGLAS)

On May 28, 2019, before me, a notary public, appeared TROY SCOTT, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Notary Public



A.P.N. 1420-33-701-059 (Portion)

EXHIBIT A

LEGAL DESCRIPTION
(Easement for Ingress and Egress)

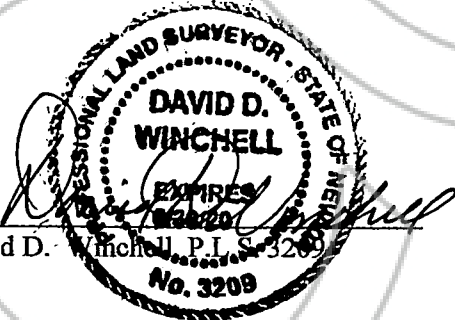
Being a portion of the North 1/2 of the Southeast 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B.& M. in the County of Douglas, State of Nevada, being more particularly described as follows:

That portion of parcel 3 of that certain PARCEL MAP LDA 18-001 for C & R DECARLO 1993 TRUST and QUAILS NEST TRUST, 1999 which was recorded as Document No. 2018-917999 in the Official Records of said Douglas County, being described as follows:

The Northerly 258.00 feet of said PARCEL 3.

Note: "EXHIBIT B" is attached hereto and is hereby made a part of this description.

Per NRS 111.312, this legal description was prepared by Western Surveying Services, whose mailing address is P. O. Box 6202 Gardnerville, Nevada 89460.


David D. Winchell, P.L.S. 3209

Date: 5/08/19

EXHIBIT B

Not To Scale

NOTE: This exhibit shows the limits of PARCEL 1, PARCEL 2 and PARCEL 3 of the PARCEL MAP LDA 18-001 for C&R DeCARLO 1993 TRUST and QUAIL'S NEST TRUST, 1999 recorded as Doc. No. 2018-917999 in the Official Records of Douglas County, Nevada.



----- Indicates area described in **EXHIBIT A**

