

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

JEFFER MANGELS BUTLER & MITCHELL LLP  
1900 Avenue of the Stars, Suite 700  
Los Angeles, California 90067  
Attn: Seth I. Weissman, Esq.



00103190201909393570050058

KAREN ELLISON, RECORDER

(Space Above Line for Recorder's Use Only)

**COVENANT AND AGREEMENT**

THIS COVENANT AND AGREEMENT (this "**Covenant**") is made as of this 5<sup>th</sup> day of December, 2019, by TOFF MANAGEMENT CORPORATION ("**TOFF**") for the benefit of PINEWILD CONDOMINIUM HOMEOWNERS ASSOCIATION ("**PineWild HOA**") with reference to the following facts:

**RECITALS**

- A. TOFF is the owner of that certain real property in the County of Douglas, State of Nevada, commonly identified as 600 Highway 50, Unit #131, Zephyr Cove, Nevada as more particularly described on Exhibit A attached hereto (the "**Unit**").
- B. PineWild HOA is the homeowners association which governs the PineWild condominium project ("**PineWild**") in which TOFF's Unit is located.
- C. At Pinewild HOA's request, TOFF is entering into this Covenant to set forth certain understandings and agreements with respect to the Unit, which shall be binding on TOFF and its successors and assigns.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, TOFF hereby covenants and agrees as follows:

1. **Indemnification**. TOFF, as the owner of the Unit, acknowledges that there were alterations and/or modifications made to its Unit (the "**Alterations**") that were not approved by PineWild HOA as required by PineWild HOA's governing documents or other requirements prior to such Alterations being made. PineWild HOA is now aware of those Alterations but has not approved them. In exchange for PineWild HOA's not requiring TOFF to restore the Unit to its original condition or make any other modifications to the Unit in any way related to the Alterations, TOFF agrees to indemnify PineWild HOA and any other owner of any PineWild unit for, from and against any and all claims, damages and liabilities (collectively, "**Claims**") to the extent arising from damage to the PineWild common area or to any other unit in PineWild as a result of the

Alterations. This obligation to indemnify shall also include reasonable attorneys' fees, legal costs of defense, insurance deductibles or co-payments, or other losses incurred by PineWild HOA or by any other PineWild unit owner as a result of the Alterations; provided, however, this defense and indemnity obligation shall not apply to Claims to the extent arising from PineWild HOA's or any other PineWild unit owner's gross negligence or willful misconduct. This defense and indemnity obligation of TOFF shall run with the land and shall be recorded with the Douglas County Recorder's Office, and shall remain on record until such Unit is brought into compliance with the then existing building codes and PineWild HOA's governing documents and Rules.

2. Covenants Running with the Land. The provisions of this Covenant are intended to and will run with the land, and will be binding upon TOFF and its successors and assigns.

3. Amendment. This Covenant may not be rescinded or amended without PineWild's prior written consent.

[Signature on Following Page]

IN WITNESS WHEREOF, TOFF has executed this Covenant as of the date first set forth above.

**TOFF MANAGEMENT CORPORATION:**

  
\_\_\_\_\_  
Michael B. Petersen, Treasurer

C O R P O R A T I O N

**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 Los Angeles )

On December 5, 2019, before me, Kelly Maynarich, a Notary Public, personally appeared Michael B. Petersen, 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 Kelly Maynarich



(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL NO. 1:

LOT 131 AS SHOWN ON THE OFFICIAL PLAT OF "PINEWILD UNIT NO. 2, A CONDOMINIUM, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, DOUGLAS COUNTY, NEVADA, ON OCTOBER 23, 1973 AS DOCUMENT NO. 69660.

PARCEL NO. 2:

THE EXCLUSIVE RIGHT TO USE AND POSSESSION OF THOSE CERTAIN PATIO AREAS ADJACENT TO SAID UNITS DESIGNATED AS "RESTRICTED COMMON AREA" ON THE SUBDIVISION MAP REFERRED TO IN PARCEL NO. 1 ABOVE.

PARCEL NO. 3:

AN UNDIVIDED INTEREST AS TENANTS IN COMMON AS SUCH INTEREST IS SET FORTH IN BOOK 377, AT PAGE 417 THRU 421, OF THE REAL PROPERTY DESCRIBED ON THE SUBDIVISION MAP REFERRED TO IN PARCEL NO. 1 ABOVE, DEFINED IN THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PINEWILD, A CONDOMINIUM PROJECT, RECORDED MARCH 11, 1974, IN BOOK 374 OF OFFICIAL RECORDS AT PAGE 193, AND SUPPLEMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PINEWILD, A CONDOMINIUM PROJECT, RECORDED MARCH 9, 1977 IN BOOK 377 OF OFFICIAL RECORDS AT PAGE 411, AS LIMITED COMMON AREA AND THEREBY ALLOCATED TO THE UNIT DESCRIBED IN PARCEL NO. 1 ABOVE, AND EXCEPTING UNTO GRANTOR NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, UTILITY SERVICES, SUPPORT ENCROACHMENTS, MAINTENANCE AND REPAIR OVER THE COMMON AREAS DEFINED AND SET FORTH IN SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

PARCEL NO. 4:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO PARCEL NO. 1 ABOVE, FOR INGRESS AND EGRESS UTILITY SERVICE, SUPPORT ENCROACHMENTS, MAINTENANCE AND REPAIR OVER THE COMMON AREAS DEFINED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PINEWILD, MORE PARTICULARLY, IN THE DESCRIPTION OF PARCEL NO. 3 ABOVE.