

APN:

1220-16-311-002

1220-16-310-079

WHEN RECORDED RETURN TO:

Donna Zanetti, Esq.
Leach Kern Gruchow Anderson Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511

COVENANT FOR ROADWAY MAINTENANCE

This covenant for roadway maintenance is made by and between the **Diane Burchiel** ("Owner") and **Sequoia Village Homeowners Association** ("Association"), a Nevada non-profit corporation. Owner and Association may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

- A. The Association is the owner of Common Area Parcel A (APN: 1220-16-310-079) a portion of which is the privately maintained roadway known as Redwood Circle.
- B. Owner is the owner of Lot 4 in Block A, as shown on the Official Plat of Downtown Griz Subdivision, filed for record in the Office of the Douglas County Recorder on October 7, 1991 as Document No. 262042. Official Records, commonly known as 1291 Redwood Circle, Gardnerville, NV 89410 ("Lot").
- C. Pursuant to a Grant Easement Deed recorded on April 25, 1991 in the Office of the Douglas County Recorder as Document No. 249324, Owner's Lot also enjoys a non-exclusive easement for utilities, access and egress over a portion of the Association's Common Area, specifically a portion of Redwood Circle which provides access and egress to the Lot ("Roadway Easement").
- D. The Parties desire to set forth their mutual obligations and covenants as it pertains to the Roadway Easement and its maintenance, repair and replacement as described in the Recitals above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree, as of the date of recordation of this Agreement ("Effective Date"), as follows:

1. The Roadway Easement consists of 18,000 square feet of asphalt pursuant to the Douglas County Assessor's Map Book 27, Pg 68, which access and utility easement is 40 feet wide and 450 feet long.
2. The Association shall perform that work necessary to maintain, repair, replace and restore the Roadway Easement (collectively, "Maintenance"), on a schedule and to a standard determined by the Association's Board of Directors consistent with best management practices.

3. Owner shall pay to the Association eight percent (8%) of the cost of Maintenance on the Roadway Easement.
4. The Association may bid for Maintenance work on all or a portion of Redwood Circle. Any bid for Maintenance work that includes the Roadway Easement area shall also include either a breakout of the costs associated with the Roadway Easement or be priced in such a manner that the value of work on the Roadway Easement may be calculated.
5. Upon accepting a bid for Maintenance on the Roadway Easement, the Association shall notify the Owner of planned work and provide an estimated cost to the Owner of such Maintenance work. Owner acknowledges and agrees that the final cost of the Maintenance work may vary from the estimate.
6. Upon completion of the Maintenance work, the Association shall deliver an invoice by one of the methods provided in paragraph 12 to the Owner for the Owner's 8% share of the cost of Maintenance on the Roadway Easement.
7. Owner shall remit payment in full to the Association within thirty (30) days of the date on which the invoice was mailed.
8. Any payment not received by the Association within thirty (30) days of the date on which the invoice was mailed will accrue interest at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date the assessment becomes past due, plus 2 percent.
9. In the event that either Party files a civil action to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
10. This Agreement may only be amended or terminated by the execution of a written amendment or termination by both Parties, as of the date of such amendment or termination, and the recording of such amendment or termination in the Official Records.
11. No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a future waiver of such obligation or a waiver of any breach of any other terms or conditions of this Agreement.
12. Notice shall be given shall in writing and personally delivered, sent by facsimile, or sent by certified U.S. Mail, return receipt requested. Notice shall be effective as follows:
 - (a) If personally delivered, as soon as it is delivered;
 - (b) If by facsimile, on the day of transmission thereof as indicated on the facsimile confirmation sheet received after transmission;
 - (c) If by overnight delivery, the day after delivery thereof to a reputable overnight courier service, delivery charges prepaid; and
 - (d) If mailed by U.S. Mail, at midnight on the third (3rd) business day after deposit in the mail, postage prepaid.

Notices shall be addressed as follows:

If to the Association, the address on the invoice or the address of the Resident Agent as shown on the Nevada Secretary of State website.

If to the Owner, the mailing address as shown on the Douglas County Assessor's website.

13. This Agreement shall be construed in accordance with the laws of the State of Nevada.
14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
15. The Parties agree that the terms and provisions of this Agreement have been negotiated and discussed at arms' length between the Parties, who each have had the opportunity to consult with counsel of their choosing, and that this Agreement reflects the Parties' mutual agreement regarding the subject matter of this Agreement. Because of the nature of the negotiations and discussions, it would not be appropriate to deem either Party to be the drafter of this Agreement, and therefore, no presumption for or against the drafter shall be applicable in interpreting and enforcing this Agreement.
16. The Parties hereto warrant and represent that they are duly authorized and fully empowered to enter into this Agreement and to bind themselves to the terms, provisions, and covenants contained herein.
17. This Agreement may be executed in multiple counterparts, including signatures obtained by facsimile or through electronic mail, each of which shall be deemed an original and all, taken together, shall constitute one (1) and the same instrument.
18. This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreement, conditions or understanding, either oral or written, between the Parties, other than those expressly set forth herein. All negotiations and oral agreements have been merged into and are included herein, it being understood that this Agreement supersedes and cancels any all previous negotiations, agreements, understandings, and representations, and none thereof shall be used to interpret or construe this Agreement.
19. This Agreement inures to the benefit of and binds the heirs, legal representatives, successors, and assigns of the Parties.
20. All of the remedies available to the Parties under the terms of this Agreement and applicable law shall be cumulative, and a Party's exercise of any one (1) or more of those remedies shall not constitute an election of remedies.

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective on the above referenced Effective Date.

SEQUOIA VILLAGE HOMEOWNERS ASSOCIATION

OWNER

By: _____

Name: ROBERT G. SCHUMER
Its: President

By: _____

Diane Burchiel
Diane Burchiel

NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

On this 6th day of August, 2020, before me the undersigned Notary Public, in and for said County and State, personally appeared Didne Burchiel, known or proved to me to be the Owner, who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein provided.

Brenda L. Erickson

NOTARY PUBLIC



STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

On this 23rd day of September, 2020, before me the undersigned Notary Public, in and for said County and State, personally appeared Robert E. Schilling, known or proved to me to be the Person, who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein provided.

[Signature]
NOTARY PUBLIC

