

Recording Request by and
When Recorded, Mail to:

Charles S. Zumpft, Esq.
Minden Lawyers, LLC
990 Ironwood Drive, Suite 300
Minden, NV 89423

I, the undersigned, hereby affirm that this document submitted for recording does not contain the Social Security number of any person(s). (Per NRS 239B.030)



Charles S. Zumpft



00144059202109756680120120

KAREN ELLISON, RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ENCROACHMENT PERMIT

A.P.N. 1319-30-524-001

ENCROACHMENT PERMIT

This permit is issued by the Tahoe Village Homeowners Association, a Nevada non-profit corporation, hereinafter referred to as "Permitter" and Regis T. Randall, hereinafter referred to as "Permittee".

WITNESSETH:

Permitter is the owner of all of that common area within the boundaries of Tahoe Village Units Nos. 1, 2 and 3 in Douglas County, Nevada, and administers said property according to the provisions of the Declaration of covenants, conditions and restrictions recorded 26 July 1989 at Book 789, Page 3011, et seq., as such may be duly amended from time to time; and

Permittee is the owner of 266 Orion #A, Stateline, NV 89449, such property being more particularly identified as Douglas County Assessor's Parcel No. 1319-30-524-001; and

Whereas, Permittee desires to construct, maintain and be responsible for improvements upon the common area owned by Permitter identified as Douglas County Assessor's Parcel No. 1319-30-524-000 which is adjacent to and benefiting Permittee's property; and

Whereas, Permittee has requested that Permitter issue an Encroachment Permit pursuant to Section 6.1(d) of Article 6 of the CC&Rs, which Permitter is willing to do so subject to the terms and conditions set forth herein,

NOW, THEREFORE, Permitter, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to Permittee, and to its successors and assigns, an Encroachment Permit as follows:

1. Permittee's encroachment may be over, across and upon that real property more specifically described and set forth in Exhibit A attached hereto, consisting of 169 square feet, more or less.
2. The Encroachment Permit allows construction, maintenance, repair and replacement of the improvements described on Exhibit A attached hereto, specifically, a deck.
3. This Encroachment Permit is conditioned upon the agreement of Permittee to assume all responsibility and sole liability for, maintenance, liability and use of the improvements, and Permittee's further agreement to indemnify, defend and hold Permitter harmless from any and all liability or expense, including attorneys' fees related thereto. Permittee hereby indicates its agreement to same.
4. Permittee shall assure that Permitter is a co-insured under Permittee's liability insurance policy, and shall provide Permitter with a current certificate of said insurance on an annual basis, and more frequently as requested by Permitter. Permittee shall maintain general liability insurance in an amount of not less than \$250,000 per occurrence.

5. Permittee shall construct and maintain such improvements according to all applicable building codes and rules and regulations, to the satisfaction of all entities with jurisdiction thereof over the property or such improvements, and to the satisfaction of Permitter, all at Permittee's sole cost and expense.

6. This Encroachment Permit and any easement granted hereby, may be terminated by Permitter, in Permitter's sole discretion, upon the failure of Permittee to comply with the terms and conditions hereof. Termination shall be by Permitter's written notice of termination to Permittee following prior written notice of Permittee's failure to comply and Permittee's subsequent failure to cure within twenty (20) days. The notice or document of termination may be recorded at Permitter's discretion.


7. This Encroachment Permit, and the rights and obligations hereunder, shall be to the benefit and burden of Permittee, and Permittee's heirs, successors, grantees and assigns, and any such successor permittee must sign a written acknowledgement and acceptance to Permittee in order to obtain the benefits hereof and to continue this Permit. Failure to so accept the Permit upon transfer of any ownership of the benefiting property is cause for termination of this Permit.

8. This Encroachment Permit provides a use right, under the conditions of the Permit, and does not create any other right or claim in the underlying described property.

Executed this 20th day of Sept. 2021 at Tahoe Village, Douglas County, Nevada.

TAHOE VILLAGE HOMEOWNERS ASSOCIATION

By:


~~Gary Towle~~, President LENNIS OXFORD
Board of Directors
Tahoe Village Homeowners Association

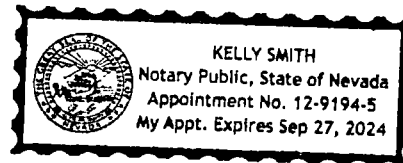
State of Nevada)
)
County of Douglas)

^{VS} This instrument was acknowledged before me on this 20th day of SEPTEMBER 2021, by ~~Gary Towle~~, as President of the Board of Directors for Tahoe Village Homeowners Association.
LENNIS OXFORD

WITNESS my hand and official seal.



Notary Public



I, Regis T. Randall, owner of A.P.N. 1319-30-524-001 and Permittee under this Encroachment Permit accept the terms thereof and agree to be bound thereby.

By: 
Regis T. Randall

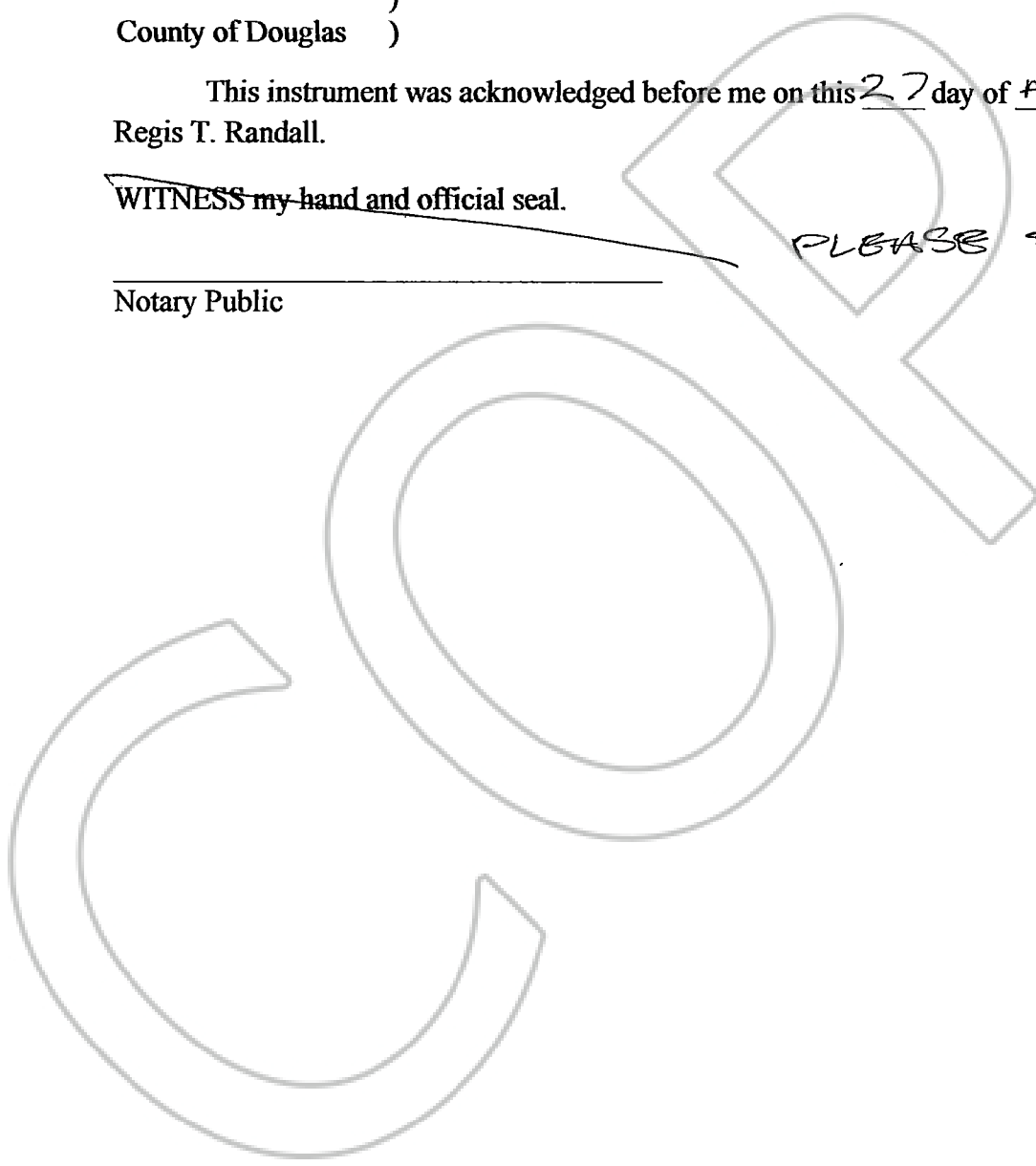
State of Nevada)
)
County of Douglas)

This instrument was acknowledged before me on this 27 day of Aug, 2021, by Regis T. Randall.

~~WITNESS my hand and official seal.~~

PLEASE SEE ATTACHED

Notary Public



CALIFORNIA NOTARY ACKNOWLEDGMENT FORM

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 SAN FRANCISCO

On AUG 27, 2023 before me, ANN MARIE MURTAGH, Notary Public,
Date Name

personally appeared REGIS T RANDALL
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.

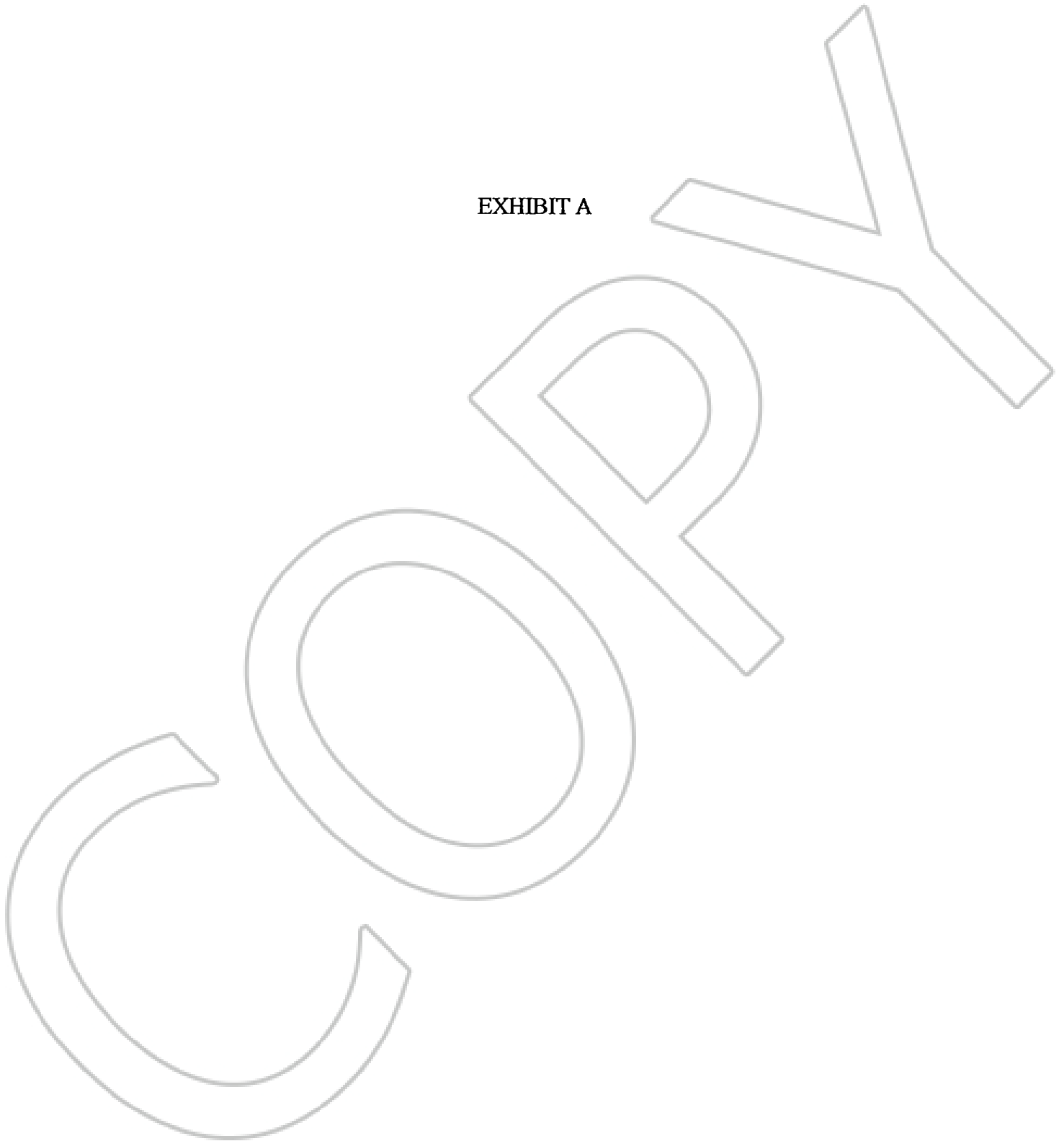


Signature Ann Marie Murtagh
Signature of Notary Public

(Place Notary Seal Above)

TAHOE VILLAGE HOMEOWNERS ASSOCIATION
ENCROACHMENT PERMIT

EXHIBIT A



AGREEMENT FOR PURCHASE AND SALE OF COVERAGE

This Agreement is entered into this 20th day of September 2021, by and between TAHOE VILLAGE HOMEOWNERS ASSOCIATION, a Nevada nonprofit corporation ("TVHOA"); and, Regis T. Randall, a private owner of 266 Orion #A, Stateline, NV 89439 ("RANDALL").

WITNESSETH:

A. TVHOA is the association formed in connection with the formation of Tahoe Village, and is the owner of all common area within Tahoe Village, and operates such common area as set forth in the Covenants, Conditions and Restrictions, (the "CC&Rs") recorded on 26 July 1989, the official records of Douglas County, Nevada, as Document No. 207446.

B. RANDALL is the owner of 266 Orion #A, Stateline, NV 89439 which is identified as Douglas County Assessor's Parcel No. 1319-30-524-001.

C. Pursuant to TVHOA's adopted policies and procedures and in accordance with the CC&Rs, RANDALL desires to acquire from TVHOA an additional One Hundred Sixty Nine (169) square feet of encroachment for Unit A to expand the footprint for a deck upon, over and across TVHOA's common area identified as Douglas County Assessor's Parcel No. 1319-30-524-000 ("common area parcel").

D. TVHOA has approved the transfer of coverage to RANDALL via action taken by its Board of Directors at its meeting of October 17, 2018.

E. TVHOA and RANDALL enter into this Agreement in order to transfer coverage owned by TVHOA to RANDALL, and to implement that transfer by encroachment permit burdening the common area parcel as is depicted on Exhibit 1 attached hereto.

NOW, THEREFORE, for valuable consideration including the covenants and promises contained herein, the parties agree as follows:

1. TVHOA agrees to sell and RANDALL agrees to purchase the coverage in the amount of One Hundred Sixty Nine (169) square feet for the price of Eight and no/100 Dollars (\$8.00) per square foot, for a total purchase and sale price of One Thousand Three Hundred Fifty Two and no/100 Dollars (\$1,352.00).

2. The transfer of such coverage shall be implemented by encroachment permit as more particularly depicted in Exhibit 1 attached hereto. The encroachment permit shall not issue until RANDALL has completed all of his obligations to TVHOA set forth under this Agreement.

3. All fees and costs of this transaction shall be borne by RANDALL which shall include but not be limited to TVHOA's attorney's fees and all filing fees. As to the attorney's fees only, RANDALL'S payment obligation shall not exceed One Thousand Two Hundred Dollars (\$1,200.00).

4. The coverage transferred under this Agreement is a portion of the maximum coverage approved and existing within Tahoe Village, and is a portion of that unallocated or "floating" coverage owned by TVHOA, and may be used only to expand the area of RANDALL's existing deck, as approved by TVHOA and any required governmental entity, including Douglas County. The coverage has no residential or other allocation or entitlement attached to it. The coverage rights transferred under this Agreement are appurtenant to RANDALL'S real property known as 266 Orion #A, Stateline, NV 89439 and which is identified as Douglas County Assessor's Parcel No. 1319-30-524-001. The coverage rights are not transferable to any third party separate and apart from this real property, and if such rights cease being used at said real property or for the reason acquired, they will revert back to TVHOA.

5. This Agreement sets forth all the promises, agreements, conditions, understandings, warranties and representations between the parties hereto, with respect to the matters set forth herein, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between the parties hereto with respect to such matters, except as set forth herein. This Agreement is, and is intended by the parties to be, an integration of any and all prior agreements or understandings, oral or written, with respect to the transactions set forth herein.

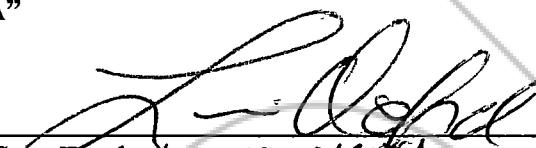
6. No change or modification of this Agreement shall be valid unless it is contained in a writing signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless contained in a writing signed by the person or entity against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

7. This Agreement shall be construed in accordance with and governed by the laws of the state of Nevada. The parties hereto acknowledge and agree that the proper venue and jurisdiction for any and all actions or disputes arising from or relating, in any way, to this Agreement shall be in Douglas County, Nevada, regardless of the residence or citizenship of any party hereto, and the parties each hereby irrevocably consent to the same.


8. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite each signature below.

"TVHOA"

By:  Date: 9/20/2021
Name: ~~Gary Towle~~ *Lennis* ~~error~~
Title: President
Board of Directors, Tahoe Village Homeowners Association

"RANDALL"

By:  Date: 8/27/21
Name: Regis T. Randall
Title: Owner of 266 Orion #A, Stateline, NV 89449

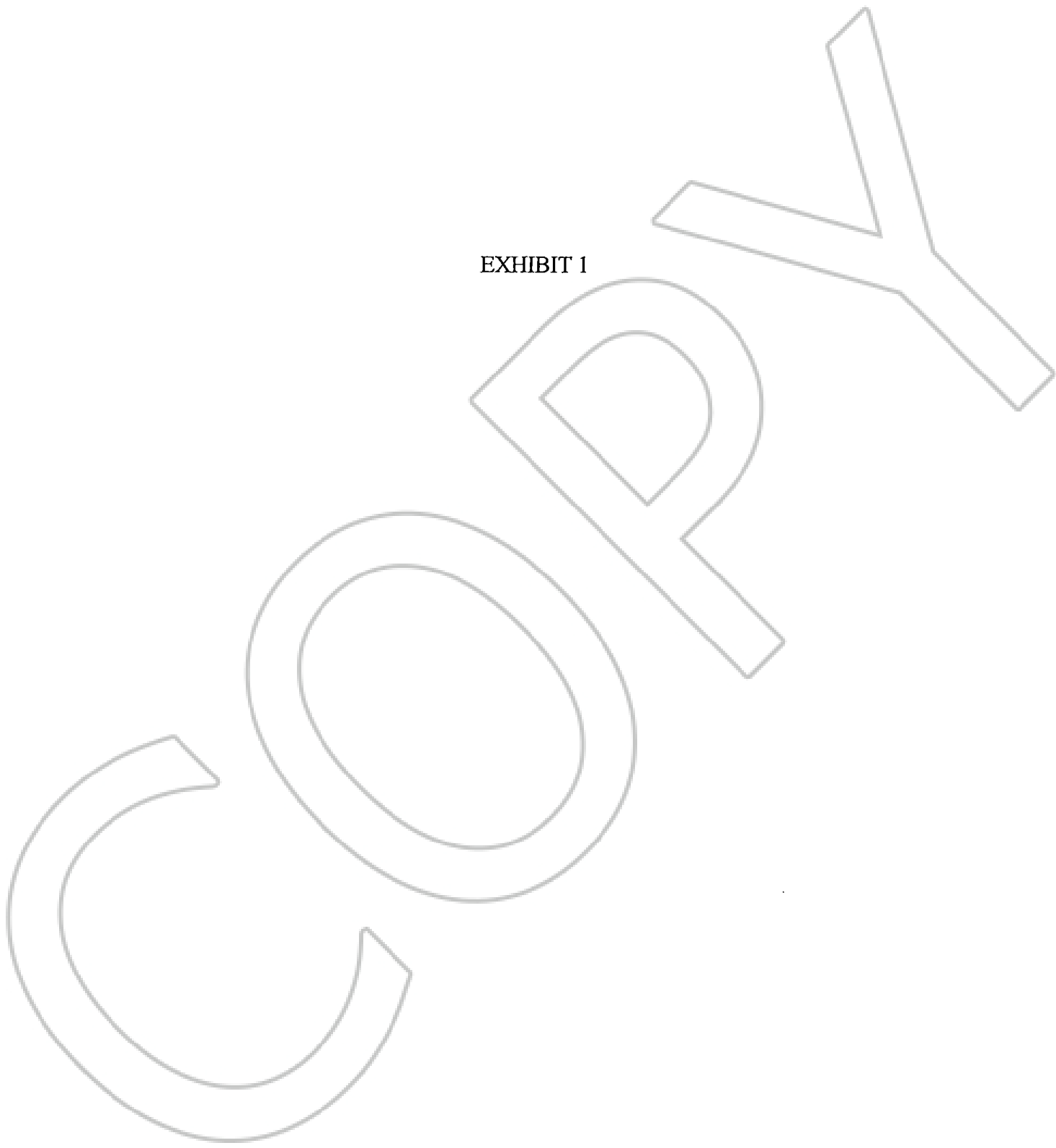
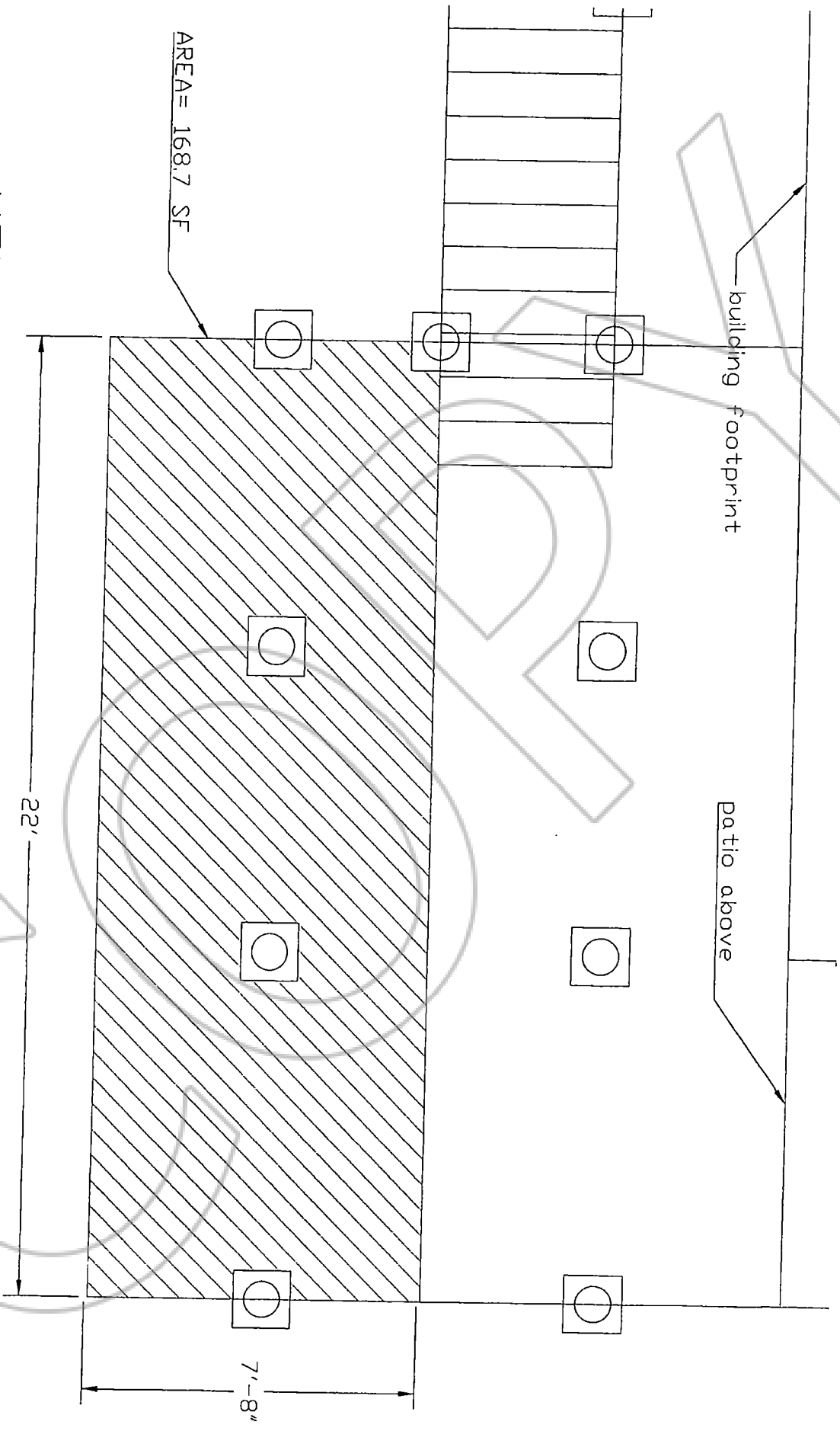


EXHIBIT 1

NEW ENCRDACHMENT AREA FOR UNIT A



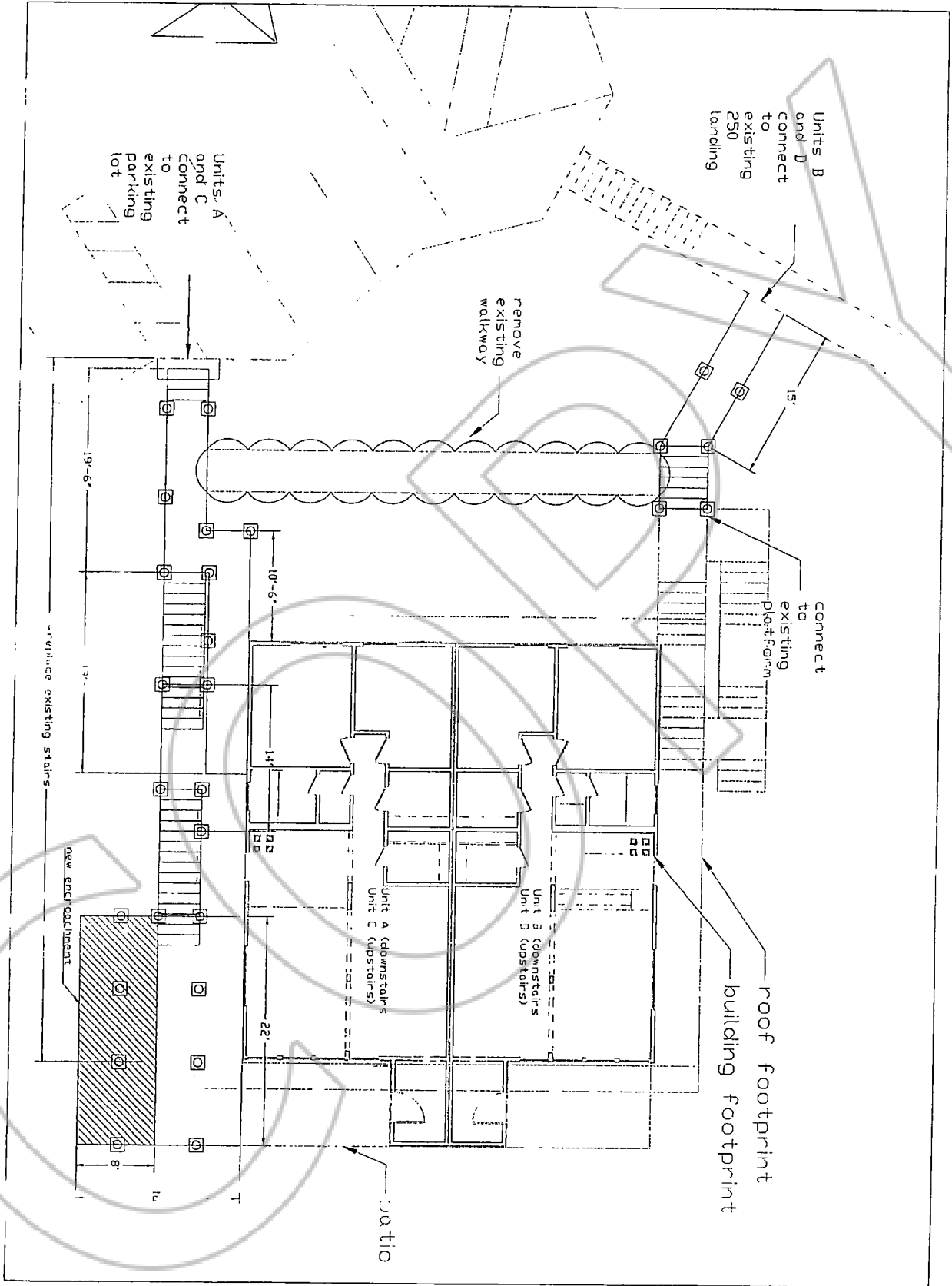
AREA = 168.7 SF

22'

7'-8"

building footprint

patio above



DATE	9/24/18
SCALE	1/4"=1'
SHEET	Plan
DRAWN BY	TR

DESCRIPTION

PROPOSED STEPS -DECKS -BRIDGE
Tristan Randall
266 A ORION LANE
STATELINE, NEVADA 89449

DRAWINGS PREPARED BY

EVAN FREEMAN
3672 SILVERADO DRIVE
CARSON CITY, NV 89705
NV GENERAL CONTR. LIC #80694

REVISION