

APN# \_\_\_\_\_

**Recording Requested by:**

Name: Leach Kern Gruchow Anderson Song  
Address: 5421 Kietzke Ln., Ste. 200  
City/State/Zip: Reno, NV 89511

**When Recorded Mail to:**

Name: Leach Kern Gruchow Anderson Song  
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**Mail Tax Statement to:**

Name: Leach Kern Gruchow Anderson Song  
Address: 5421 Kietzke Ln., Ste. 200  
City/State/Zip: Reno, NV 89511

DOUGLAS COUNTY, NV      **2022-982815**  
Rec:\$40.00  
\$40.00      Pgs=15      **03/22/2022 10:19 AM**  
LEACH KERN GRUCHOW ANDERSON SONG  
KAREN ELLISON, RECORDER

( for Recorder's use only )

Judgment by Default

**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

**-OR-**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:  
\_\_\_\_\_  
(State specific law)

*Sylvia Baldemor*  
Signature

Legal Assistant  
Title

Sylvia Baldemor  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

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Douglas County  
District Court Clerk

27 APR 10 AM 8:53

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1 **GAYLE A. KERN ESQ.**  
Nevada Bar No. 1620  
2 **DONNA A. ZANETTI, ESQ.**  
Nevada Bar No. 12904  
3 **SOPHIE A. KARADANIS, ESQ.**  
Nevada Bar No. 12006  
4 **LEACH KERN GRUCHOW**  
**ANDERSON SONG**  
5 5421 Kietzke Lane, Ste. 200  
Reno, Nevada 89511  
6 Tel: (775) 324-5930  
Fax: (775) 324-6173  
7 E-mail: gkern@lkglawfirm.com  
E-mail: skaradanis@lkglawfirm.com

8 *Attorneys for Sequoia Village Homeowners Association*

9  
10 **IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
11 **IN AND FOR THE COUNTY OF DOUGLAS**

12 **SEQUOIA VILLAGE HOMEOWNERS**  
13 **ASSOCIATION, a Nevada non-profit**  
14 **cooperative corporation,**

Case No.: 2021-CV-00119  
Dept. No.: 1

15 **Plaintiff,**

16 vs.

17 **HASSAN CHAHIDI, Trustee of HASSAN**  
**CHAHIDI SEPARATE PROPERTY TRUST**  
18 **dated August 4, 2000; DIANE BURCHIEL,**  
**an individual; and DOES I-V, inclusive,**

19 **Defendants.**

20  
21 **JUDGMENT BY DEFAULT**

22 Plaintiff, SEQUOIA VILLAGE HOMEOWNERS ASSOCIATION ("Association") applied  
23 to this court for a judgment by default against Defendant, HASSAN CHAHIDI, Trustee of HASSAN  
24 CHAHIDI SEPARATE PROPERTY TRUST dated August 4, 2000 ("Defendant") on its complaint  
25 for declaratory relief. This court has considered the Application for Default Judgment, and all papers  
26 and pleadings on file, including the Complaint, and this Court makes the following findings of fact  
27 and conclusions of law in support of this Judgment by Default:

28 ///

**FINDINGS OF FACT**

1  
2       1.       The Association is a Nevada non-profit cooperative corporation and common-interest  
3 community located in Douglas County, Nevada.

4       2.       The Association is the owner of certain real property known as Common Area Parcel  
5 A (APN: 1220-16-310-079) ("Common Area"), a portion of which is a privately maintained roadway  
6 known as Redwood Circle. Redwood Circle was formerly called Sequoia Drive.

7       3.       The evidence shows that in 1991, the Association entered into an agreement with non-  
8 parties to this suit, Interstate Homes, Al Gasper, and Downtown Griz ("DTG"), to sell a certain  
9 amount of its Common Area to DTG for the construction a subdivision called the Downtown Griz  
10 Subdivision ("DTG Subdivision"). As part of the consideration for the sale of the Association's  
11 Common Area, or around April 25, 1991, DTG and the Association entered into an Agreement for  
12 Modification of Restrictions ("Agreement"). The Agreement at paragraph 2.D included the following  
13 provision regarding the roadway maintenance obligations of the owners of Lots one (1) through five  
14 (5) in the DTG Subdivision:

The five (5) lots in the transferred property fronting on Sequoia Drive, being *lots 1-5*, shall each pay eight percent (8%) for a total contribution of forty percent (40%) of the ongoing maintenance and repair costs of that section of Sequoia Drive which borders such properties.

15  
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17  
18       4.       The evidence demonstrates that on or around April 25, 1991, in consideration of the  
19 terms set forth in the Agreement, the Association executed a Grant Easement Deed ("Easement  
20 Deed") in favor of Downtown Griz Corp. The Easement Deed granted Lots 1 through 5 of the DTG  
21 Subdivision a non-exclusive easement for utilities, and access and egress over and across a portion  
22 of the Association's Common Area, specifically a portion of Redwood Circle, previously called  
23 Sequoia Drive, which provides access and egress to Lots 1 through 5 ("Roadway Easement"). The  
24 Easement Deed erroneously did not include any provisions for the agreed-upon shared maintenance  
25 costs of Lots 1 through 5 for the Roadway Easement as set forth in the Agreement between the  
26 Association and DTG.

27       5.       The evidence demonstrates that the DTG Subdivision is subject to the terms,  
28 conditions, covenants and restrictions set forth in the Declaration of Covenants, Conditions and

1 Restrictions ("DTG CC&Rs") recorded with the office of the Douglas County Recorder on February  
2 26, 1992 as Document No. 271859, but that by its terms the DTG CC&Rs are set to terminate in  
3 2022. The DTG CC&Rs at Article III, Section I, provide:

4 *Lots one (1) through five (5) which front on Sequoia Drive (now*  
5 *called Redwood Circle) shall each be subject to and burdened by the*  
6 *requirement to contribute to the maintenance cost of that portion of*  
7 *Sequoia Drive utilized by them. Sequoia Drive is owned by the*  
8 *Sequoia Village Homeowners Association, a Nevada non-profit*  
9 *corporation. That Association may bill each owner of each such lot*  
10 *for eight percent (8%) of the total maintenance and repair cost of*  
11 *that section of Sequoia Drive adjacent to said lots.*

12 6. The evidence further shows that the DTG CC&Rs at Article IV, Section 2 provide  
13 that the "covenants and restrictions shall run with the land."

14 7. The evidence shows that Defendant Chahidi holds title to the following real property  
15 commonly known as 1295 Redwood Circle, Gardnerville, NV 89410, located within the DTG  
16 Subdivision, and more particularly described as:

17 All that certain property situated in the County of Douglas, State of Nevada, bounded  
18 and described as follow:

19 PARCEL 1:

20 Lot 2, in Block A, as shown on the Official Plat of DOWNTOWN  
21 GRIZ SUBDIVISION, filed for record in the office of Douglas County  
22 Recorder on October 7, 1991, as Document No. 262042, Official  
23 Records.

24 PARCEL 2:

25 Non-exclusive easement for utilities, access and egress set forth in  
26 easement deed to Downtown Griz Corporation, a Nevada Corporation  
27 in instrument dated January 15, 1991 and recorded April 25, 1991 in  
28 Book 491 of official Records at Page 3754, Douglas County Nevada,  
as Document No. 249324.

APN: 1220-16-311-004 ("Lot 2").

8. The evidence demonstrates that there is no uniform standalone recorded document  
identifying and clarifying the maintenance rights and obligations of the Association and Defendant  
for the Roadway Easement.

///

///

1           9.       The evidence demonstrates that the Association has requested that Defendant execute  
2 a Covenant for Roadway Maintenance, clarifying the parties' obligations and duties as it relates to  
3 the maintenance of the Roadway Easement, and that he has failed, refused and declined to do so,  
4 despite receiving the significant benefit of having the Association continue to maintain the Roadway  
5 Easement on his behalf. The evidence further demonstrates that all other Lot owners within the DTG  
6 Subdivision that utilize the Roadway Easement have executed a Covenant for Roadway  
7 Maintenance.

8           10.       The evidence shows the Covenant for Roadway Maintenance attached hereto as  
9 EXHIBIT 1 accurately reflects the terms set forth in the DTG CC&Rs and the Agreement, and that  
10 it is consistent with and mirrors the Covenants for Roadway Maintenance executed by all other Lot  
11 owners within the DTG Subdivision that utilize the Roadway Easement

12           11.       The evidence shows that Defendant and the Association both use the Roadway  
13 Easement but that the Association has been, and continues to, perform all work necessary to maintain,  
14 repair, replace and restore the Roadway Easement, and has incurred costs for said work, to the great  
15 benefit of Defendant.

16           12.       The evidence shows that in 2015, the Association completed repairs to the Roadway  
17 Easement, and that 8% of the cost for those repairs total \$809.81. The evidence shows that Defendant  
18 paid \$400.00 to the Association for those costs, but Defendant owes the Association \$406.81.

19           13.       The Association commenced this case on June 11, 2021 seeking a declaratory relief  
20 and a judicial determination that Defendant is obligated to contribute to the upkeep of the Roadway  
21 Easement and that he must pay to the Association 8% each of the total maintenance and that the  
22 repair costs of the Roadway Easement and that said obligations should run with the land.

23           14.       Defendant was properly served with a copy of the summons and complaint on June  
24 26, 2021, and Defendant's Default was duly entered by the Clerk of the Court on July 30, 2021 for  
25 his failure to answer, appear or otherwise response to the Complaint within the time with which he  
26 was served.

27           15.       If any finding of fact above is, in fact, a conclusion of law, it should be regarded as  
28 such.

1 CONCLUSIONS OF LAW

2 This Court concludes the following as the controlling law in this matter:

3 A. NRS 30.030 provides that this Court has the power to declare rights, status and other  
4 legal relations that exist between and among parties to contracts. NRS 30.040 provides that any  
5 person interested under a contract, or other writings, constituting a contract, whose rights, status, or  
6 legal remedies are involved, may have determined any questions or construction or validity declared  
7 by declaratory judgment.

8 B. This Court concludes that Plaintiff is entitled to a declaratory judgment finding that  
9 Defendant is obligated to contribute his fair share for the upkeep of the Roadway Easement.

10 C. When parties have no agreement relating to maintenance of an easement, when the  
11 joint regular use of the easement is made by both the dominant and servient estates, both estates must  
12 contribute jointly to the costs of reasonable repairs unless the easement itself indicates otherwise. *See*  
13 *Quinlan v. Stouffe*, 355 Ill. App. 3d 830, 291 Ill. Dec. 305, 823 N.E.2d 597 (4th Dist. 2005). When  
14 property owners commonly use private roads as ways of necessity, all of those owners are required  
15 to contribute equally to maintaining those roads. *See Brentwood Subdivision Road Ass'n, Inc. v*  
16 *Cooper*, 461 N.W.2d 340 (Iowa Ct. App. 1990). A duty to pay for repairs and maintenance includes  
17 only those repairs and maintenance requirements that are necessary and reasonable. *See Lakeland*  
18 *Property Owners Ass'n v. Larson*, 121 Ill. App. 3d 805, 77 Ill. Dec. 68, 459 N.E.2d 1164 (2d Dist.  
19 1984).

20 D. This Court concludes that because the Association and Defendant do not have a  
21 written contractual agreement relating to the maintenance of the Roadway Easement, because there  
22 is joint regular use of the Roadway Easement by both Parties, Defendant is obligated to contribute to  
23 the upkeep of the Roadway Easement, in the amount of 8% of the total maintenance and repair costs  
24 of the Roadway Easement, and that said obligation shall run with the land, as set forth in the DTG  
25 CC&Rs and the Agreement.

26 E. "Unjust enrichment exists when the plaintiff confers a benefit on the defendant, the  
27 defendant appreciates such benefit, and there is acceptance and retention by the defendant of such  
28 benefit under circumstances such that it would be inequitable for him to retain the benefit without

1 payment of the value thereof.” *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, 128 Nev. 371,  
2 381, 283 P.2d 250, 257 (2012) (internal quotation omitted).

3 F. This Court concludes that it is inequitable for Defendant to retain the benefit of having  
4 the Association maintain the Roadway Easement without having Defendant contribute to those costs,  
5 and that the Association had a reasonable expectation of payment from Defendant based on the terms  
6 set forth in the DTG CC&Rs and the Agreement. Thus, this Court concludes that Defendant has  
7 been unjustly enriched and that the circumstances are such that equity and good conscience require  
8 Defendant contribute to the roadway maintenance costs.

9 G. The decision whether to enter a default judgment lies within the discretion of the trial  
10 court. *Hotel Last Frontier Corp. v. Frontier Properties, Inc.*, 79 Nev. 150, 153, 380 P.2d 293, 294  
11 (1963). The Ninth Circuit, in *Eitel v. McCool*, articulated seven factors a trial court should consider  
12 in determining whether to grant a default judgment. 782 F.2d 1470, 1471-72 (9th Cir. 1986). Those  
13 factors are: (1) the possibility of prejudice to plaintiff; (2) the merits of the claims; (3) the sufficiency  
14 of the complaint; (4) the amount of money at stake; (5) the possibility of a dispute concerning material  
15 facts; (6) whether the defendant’s default was due to excusable neglect; and (7) the policy favoring  
16 a decision on the merits. *Id.* In applying these *Eitel* factors, “the factual allegations of the complaint,  
17 except those relating to the amount of damages, will be taken as true.” *Geddes v. United Fin. Group*,  
18 559 F.2d 557, 560 (9th Cir. 1997).

19 H. This Court concludes that each of the *Eitel* factors resolve in Plaintiff’s favor and  
20 finds that the immediate entry of a default judgment against Defendant is warranted.

21 I. If any Conclusion of law above is, in fact, a finding of fact, it will be treated as such.

22 **DEFAULT JUDGMENT**

23 Upon the foregoing facts and controlling law, the Court enters the following Judgment:

24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a default judgment is  
25 hereby entered in favor of Plaintiff, Sequoia Village Homeowners Association, and against  
26 Defendant, Hassan Chahidi, Trustee of the Hassan Chahidi Separate Property Trust dated August 4,  
27 2000;

28 ///

1 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Defendant is  
2 obligated to contribute to the upkeep of the Roadway Easement, and that he must pay to the  
3 Association 8% of the total maintenance and repair costs of the Roadway Easement, and that said  
4 obligation runs with the land;

5 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff may  
6 record the Covenant for Roadway Maintenance, attached hereto as EXHIBIT 1, together with a  
7 certified copy of this Judgment by Default, against Defendant's Property (Lot 2) in the Official  
8 Records of Douglas County, Nevada, and that the Covenant for Roadway Maintenance, attached  
9 hereto, is valid, legally binding, and enforceable;

10 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is  
11 entitled to damages in the amount of \$406.81;

12 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is  
13 entitled to costs in the amount of \$813.65, and attorneys' fees in the amount of  
14 \$13,543.25.

15 IT IS SO ORDERED.

16 DATED this 10 day of March, 2022.

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DISTRICT COURT JUDGE



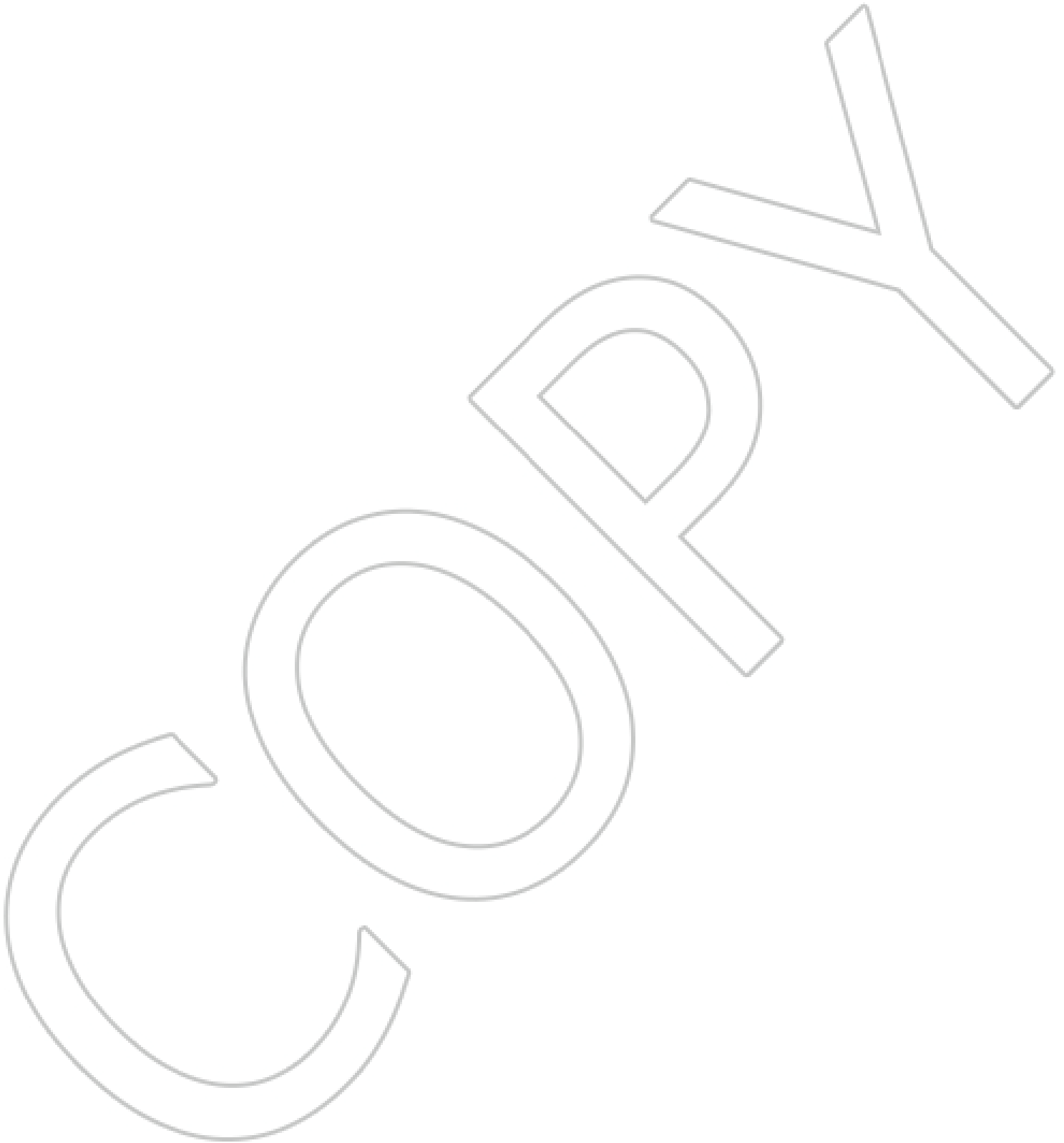
**INDEX OF EXHIBITS**

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Exhibit	Exhibit Description	Pages
1	Covenant for Roadway Maintenance	4



**EXHIBIT "1"**



**EXHIBIT "1"**

**APN:**

1220-16-311-004

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 **Chahidi Separate Property Trust, Hassan Chahidi, Trustee ("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 2 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 1295 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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Hassan Chahidi, Trustee

Its: President

Chahidi Separate Property Trust

NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, known or proved to me to be the \_\_\_\_\_, 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.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, known or proved to me to be the \_\_\_\_\_, 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.

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE: 3-11-22  
BOBBIE R. WILLIAMS Clerk of Court  
of the State of Nevada, in and for the County of Douglas,  
By: [Signature] Deputy



Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

[kellison@co.douglas.nv.us](mailto:kellison@co.douglas.nv.us)

(775) 782-9027

## LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

Sylvia Baldemor  
Signature

03/22/2022  
Date

Sylvia Baldemor  
Printed Name

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

Main phone (775) 782-9025 - FAX (775) 783-6413