

APNs: 1320-07-801-53 through 1320-07-801-59



SHAWNYNE GARREN, RECORDER

RECORDING REQUESTED BY:

Bill Garrison

WHEN RECORDED MAIL TO:

*Bill Garrison
P.O. Box 43
Genoa Nev 89418*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that this document submitted for recording does not contain protected information of any person or persons. (NRS 239B.030)

MAINTENANCE AGREEMENT PROVIDING FOR COVENANTS CONDITIONS AND RESTRICTIONS

This Maintenance Agreement ("Agreement") is entered into effective as of October 10, 2023 ("Effective Date"), by and between William Garrison ("Garrison") and Sandy M. Johnson ("Johnson"), individually and in their capacity as managers and members of Genoa Investment Group, LLC, a Nevada limited liability company ("GIG") and Genoa General Storage Center, a Nevada nonprofit corporation ("Association") (collectively "Parties").

RECITALS

- A. Garrison and Johnson are the managing members of GIG, doing business as Genoa Boat and RV Storage; and
- B. Association is a Nevada nonprofit corporation formed pursuant to Chapter 82 of the Nevada Revised Statutes and operates Genoa General Storage Center as established by that certain Declaration of Covenants, Conditions and Restrictions for Genoa General Storage Center recorded on September 9, 2013 with the Douglas County Recorder as Document No. 0830318 ("Declaration"); and
- C. On or around April 29, 2010, GIG became the record title holder of certain unimproved commercial real property located on Enterprise Lane in Minden, NV and identified as APN 1320-07-801-003, consisting of one commercial building ("Building"); and

- D. The Building is located within the Genoa General Storage Center and is subject to the Declaration and any amendments thereto; and
- E. For the purposes of this Agreement, the term “unit”, as used herein, shall have the same meaning as set forth in section 1.16 of the Declaration. Any other capitalized term not specifically defined in this Agreement shall have the same meaning as in the Declaration; and
- F. GIG subsequently obtained a record of survey to divide the Building into the following seven (7) units: APN 1320-07-801-53 (Unit 1, commonly known as 2201 Enterprise Ln.); APN 1320-07-801-54 (Unit 2, commonly known as 2203 Enterprise Ln.); APN 1320-07-801-55 (Unit 3, commonly known as 2205 Enterprise Ln.); APN 1320-07-801-56 (Unit 4, commonly known as 2207 Enterprise Ln.); APN 1320-07-801-57 (Unit 5, commonly known as 2209 Enterprise Ln.); APN 1320-07-801-58 (Unit 6, commonly known as 2211 Enterprise Ln.) and APN 1320-07-801-59 (Unit 7, commonly known as 2213 Enterprise Ln.) (each APN is referred to as a “Unit” and collectively “Units”) and as more particularly described in Exhibit A attached hereto; and
- G. The interior walls within the Building separating the Units are common walls and boundaries for each individual Unit.
- H. GIG intends to convey the following Units to One Carefree Holdings, LLC, an Arizona limited liability company (“OCH”): APNs 1320-07-801-55, 1320-07-801-58, 1320-07-801-59. Johnson will be a managing member of OCH; and
- I. GIG intends to convey the following Units to the Bill Garrison Family Trust, dated December 7, 2022 (“Garrison Trust”): APNs 1320-07-801-53, 1320-07-801-54, 1320-07-801-56 and 1320-07-801-57. Garrison is the trustee of the Garrison Trust; and
- J. The parties desire to establish covenants, conditions and restrictions to bind OCH, Garrison Trust and all successor owners of the Units (“Owners” or “Owner”) and the Association to provide for the repairs, maintenance, use and sharing of costs and expenses relating to party walls and the shared utilities for the Units.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Units and every portion thereof, and shall be binding upon all parties having or acquiring any right, title or interest in the Units or any portion thereof and shall be for the benefit of every part of the Units and shall inure to the benefit of each Owner thereof, and each successor in interest to each such Owner.

1. Party Walls. The rights and duties of the Owners of Units with respect to party walls shall be governed by the following:

1.1 Any wall or part thereof which is constructed on the dividing line between Units shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of this Agreement and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied to the matter.

1.2 In the event that any such party wall is damaged or destroyed through the act of any adjoining Owner, tenant, guest or any of their agents (whether or not such as is negligent or otherwise culpable) so as to deprive the full use and enjoyment of such wall, then such Owner shall forthwith proceed to repair and/or rebuild such wall as to good a condition as formerly, without cost to the Owner of the adjoining Unit.

1.3 In the event that such party wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, their agent, tenant, or guest (including ordinary wear and tear, and deterioration from lapse of time), then in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good a condition as formerly at their joint and equal expense.

1.4 In addition to meeting the other requirements of this Agreement and any building code or similar regulations or ordinances, any Owner proposing to modify, make additions or rebuild their Unit in any manner which requires the alteration of any party wall, shall first obtain the written consent of the adjoining Owner and, if required by the Association, Association's Board of Directors ("Board") or its designee.

1.5 Unit Owners may not cut into sheet rock to support a mezzanine. The Board will not consider the addition of a mezzanine unless the mezzanine is self-supporting.

1.6 In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to sharing of the cost thereof, the Owners shall first seek to resolve the dispute through mediation. If the parties cannot agree on a mediator, then they shall each choose a mediator and the two mediators shall work with the Owners to resolve the dispute. If they are unsuccessful, then either Owner may commence an action in a court of appropriate jurisdiction in Douglas County.

2. Utility Systems. The rights and duties of the Owners of Units and the Association with respect to shared utilities shall be governed by the following:

2.1 There is one electric meter on the Building. Each of the seven (7) Units in the Building has its own energy submeter. Each Unit's electricity costs are directly passed through to the Unit Owner and the Unit Owner is billed on a quarterly basis by the Association. Units are billed by the Association according to individual use and the Parties consent to the additional assessment of reasonable administrative costs incurred by the Association.

2.2 Any and all upgrades or improvements, including but not limited to electricity or gas service, that will affect another Unit must first be approved by the Board and the work shall be supervised by the Board. All administrative costs incurred by the Board in approving or supervising the improvements shall be paid by the Owner seeking the improvements.

2.3 No work shall commence until all governmental permits have been issued and all work shall be performed by a licensed and insured contractor.

3. Carbon Monoxide Detectors. The parties acknowledge that it is reasonable and recommended for each Unit to install carbon monoxide detectors, particularly if the Unit will store buses, recreational vehicles or other vehicles using a push pull battery charger.

4. Building. No changes may be made to the Building Exteriors except as provided in Section 3.2 of the Declaration. Any requested change submitted under Section 3.2 of the Declaration shall be by unanimous written consent by the Owners. If the Association takes any enforcement action with respect to the Building, including but not limited to a Maintenance Violation under Section 3.31 of the Declaration, the Owner responsible for the action or inaction giving rise to any such enforcement shall be liable and responsible to the Association and to the other Owner(s). If there is no action or inaction by any Owner, then the Owners shall be jointly and severally liable to the Association for any enforcement as to the Building.

5. Covenant Running with Title to Land. Each and every one of the benefits and burdens of this Agreement and the covenants, conditions and restrictions shall inure to and be binding upon the respective administrators, successors, heirs and assigns of the Parties. The covenants, conditions, restrictions, and agreements contained in this Agreement shall be, and are, covenants running with the land and shall constitute benefits and burdens to the Units, as provided herein, and to all persons hereafter acquiring or owning any right, title, or interest in the Units, or any portion thereof.

6. Term. This Agreement shall continue in full force and effect in perpetuity, unless and until terminated by a duly recorded instrument, executed, and acknowledged by unanimous consent of the Owners or their successors in interest.

7. Amendment. This Agreement may be amended by a duly recorded instrument, executed, and acknowledged by unanimous consent of the Owners or their successors in interest.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Nevada. This Agreement sets forth all of the promises, agreements, conditions, covenants, restrictions, and understandings between the Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

9. Attorneys' Fees. If any Owner commences an action against any other Owner to interpret or enforce any of the terms of this Agreement or because of the breach by any Owner of

any of the terms hereof, the prevailing Owner shall be paid by the losing Owner the prevailing Owner's reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

10. Notice. Any notice required or permitted to be given hereunder shall be in writing and be deemed to have been served and given upon receipt by addressee if (i) delivered in person to the Owner at the address listed below or to any address provided in writing by any Owner to the other Owner(s), (ii) sent by registered or certified United States mail, return receipt requested, addressed to such Owner at the address below or to any address provided in writing by any Owner to the other Owner(s), or (iii) sent by Federal Express or other reputable overnight carrier for next day delivery, addressed to such Owner at the address below or to any address provided in writing by any Owner to the other Owner(s). Any Owner may change its address for purposes of notice by giving written notice of such change of address to the other Owner(s) in accordance with the provisions of this paragraph, which change of address shall be effective five (5) business days after giving of notice thereof. If no address has been changed, but a deed has been recorded conveying any Unit, the Parties shall use the address of record with the Douglas County Recorder.

To Garrison: P.O. Box 43
Genoa, NV 89411

To Johnson: 2316 Belderrain Lane
Tubac, AZ 85646

mail: B.G.
P.O. Box 4753
Tubac, AZ
85646 25-10/10/23

To Association: Genoa General Storage Center
c/o Bill Garrison
P.O. Box 43
Genoa NV 89411

11. Interpretation. The Parties hereby acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The Parties have equal bargaining power and provisions hereof shall be given their plain meaning. In the event of any ambiguity or dispute regarding the interpretation of this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who caused the uncertainty to exist, or against the drafter.

12. Execution of Agreement. The Parties warrant and represent that they are duly authorized and fully empowered to enter into this Agreement and to bind themselves to its terms, provisions and covenants. 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 and the same instrument, and shall be effective as of the date executed by all Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement.

Genoa Investment Group LLC

By: Sandy M. Johnson
Name: Sandy M. Johnson
Its: Managing Member

Genoa Investment Group LLC

By: Bill Garrison
Name: Bill Garrison
Its: Managing Member

Genoa General Storage Center

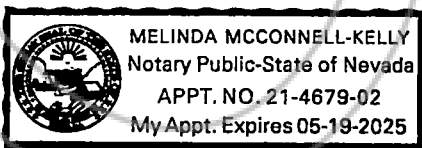
By: Bill Garrison
Name: Bill Garrison
Its: President

STATE OF NEVADA

COUNTY OF Carson City

On this 10th day of October, 2023, before me, the undersigned Notary Public, in and for said County and State personally appeared Bill Garrison and Sandy M. Johnson known or proved to me to be the persons who executed the foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the uses and purposes therein provided.

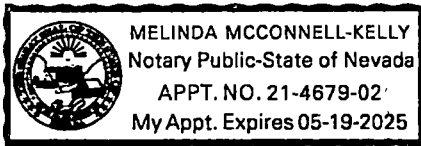
Melinda McConnell-Kelly
NOTARY PUBLIC



STATE OF NEVADA

COUNTY OF Carson City

On this 10th day of October, 2023, before me, the undersigned Notary Public, in and for said County and State personally appeared Bill Garrison, 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.

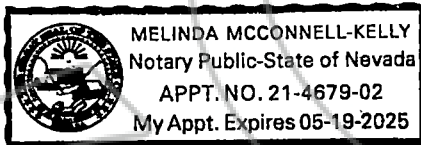


Melinda McConnell-Kelly
NOTARY PUBLIC

STATE OF NEVADA

COUNTY OF Carson City

On this 10th day of October, 2023, before me, the undersigned Notary Public, in and for said County and State personally appeared Bill Garrison, 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.



Melinda McConnell-Kelly
NOTARY PUBLIC

Exhibit A

Unit Legal Descriptions

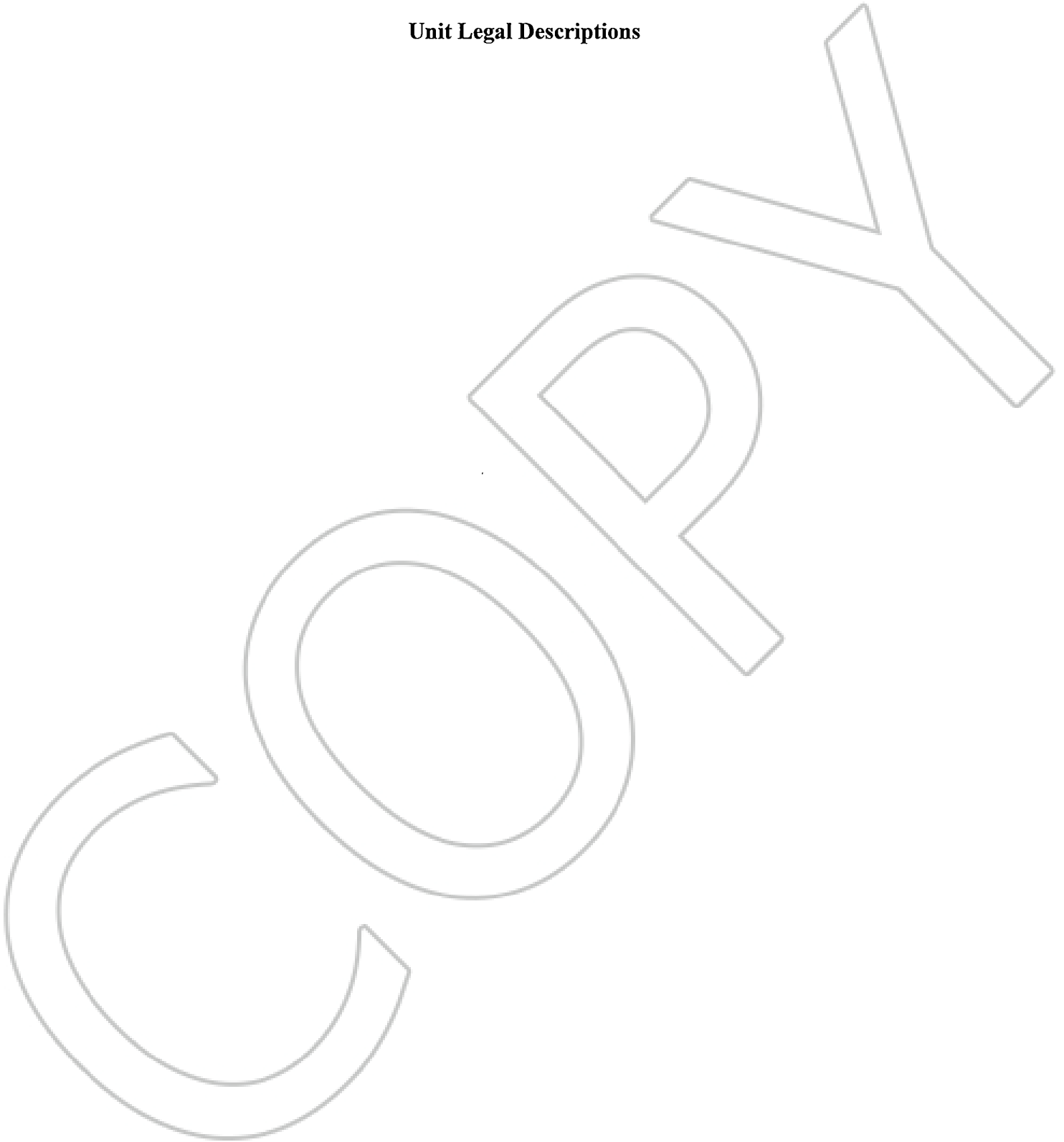


Exhibit A

UNIT 4-1 GENOA GENERAL STORAGE

February 8, 2022

A parcel of land located within the Southeast one-quarter of Section 7, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southeast corner of Unit 4-1 as shown on Record of Survey #4 for Genoa General Storage recorded as Document No. 2022-980835 of the Douglas County Recorder's Office, which bears N 70°13'16" W, 184.77 feet from the Southeast corner of Lot 2 as shown on said Record of Survey;

thence N 89°53'00" W, 16.00 feet;

thence N 00°07'00" E, 50.00 feet;

thence S 89°53'00" E, 16.00 feet;

thence S 00°07'00" W, 50.00 feet to the POINT OF BEGINNING;

Containing 800 square feet, more or less.

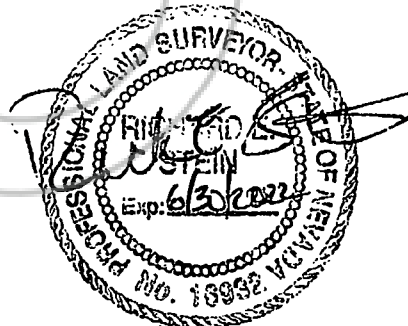
Basis of Bearing:

Easterly line of Parcel 4B as shown on the Parcel Map for Ronald F. Thaheld and Fred H. Thaheld, Recorded as Document #111959 of the Douglas County Recorder's Office. (N 00°07'00"E)

PREPARED BY:

Richard E. Stein, PLS #16932
1605 Orchard St.
Cove, OR 97824
(541) 602-2879

APN: 1320-07-801-053



2/8/2022

Exhibit A

UNIT 4-2 GENOA GENERAL STORAGE

February 8, 2022

A parcel of land located within the Southeast one-quarter of Section 7, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southeast corner of Unit 4-2 as shown on Record of Survey #4 for Genoa General Storage recorded as Document No. 2022-980835 of the Douglas County Recorder's Office, which bears N 68°24'15" W, 169.79 feet from the Southeast corner of Lot 2 as shown on said Record of Survey;

thence N 89°53'00" W, 16.00 feet;

thence N 00°07'00" E, 50.00 feet;

thence S 89°53'00" E, 16.00 feet;

thence S 00°07'00" W, 50.00 feet to the POINT OF BEGINNING;

Containing 800 square feet, more or less.

Basis of Bearing:

Easterly line of Parcel 4B as shown on the Parcel Map for Ronald F. Thaheld and Fred H. Thaheld, Recorded as Document #111959 of the Douglas County Recorder's Office. (N 00°07'00"E)

PREPARED BY:

Richard E. Stein, PLS #16932
1605 Orchard St.
Cove, OR 97824
(541) 602-2879

APN: 1320-07-801-054

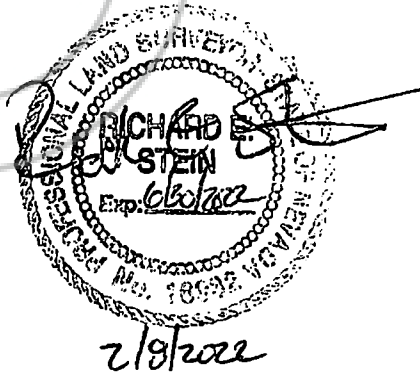


Exhibit A

UNIT 4-3 GENOA GENERAL STORAGE

February 8, 2022

A parcel of land located within the Southeast one-quarter of Section 7, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southeast corner of Unit 4-3 as shown on Record of Survey #4 for Genoa General Storage recorded as Document No. 2022-980835 of the Douglas County Recorder's Office, which bears N 66°14'18" W, 155.01 feet from the Southeast corner of Lot 2 as shown on said Record of Survey;

thence N 89°53'00" W, 16.00 feet;

thence N 00°07'00" E, 50.00 feet;

thence S 89°53'00" E, 16.00 feet;

thence S 00°07'00" W, 50.00 feet to the POINT OF BEGINNING;

Containing 800 square feet, more or less.

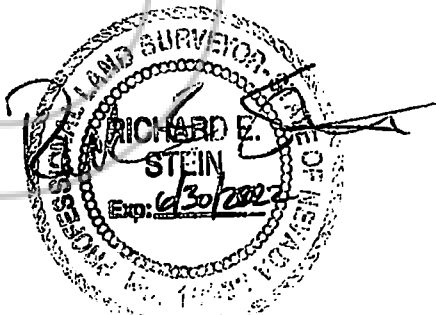
Basis of Bearing:

Easterly line of Parcel 4B as shown on the Parcel Map for Ronald F. Thaheld and Fred H. Thaheld, Recorded as Document #111959 of the Douglas County Recorder's Office. (N 00°07'00"E)

PREPARED BY:

Richard E. Stein, PLS #16932
1605 Orchard St.
Cove, OR 97824
(541) 602-2879

APN: 1320-07-801-055



2/8/2022

Exhibit A

UNIT 4-4 GENOA GENERAL STORAGE

February 8, 2022

A parcel of land located within the Southeast one-quarter of Section 7, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southeast corner of Unit 4-4 as shown on Record of Survey #4 for Genoa General Storage recorded as Document No. 2022-980835 of the Douglas County Recorder's Office, which bears N 63°37'14" W, 140.50 feet from the Southeast corner of Lot 2 as shown on said Record of Survey;

thence N 89°53'00" W, 16.00 feet;

thence N 00°07'00" E, 50.00 feet;

thence S 89°53'00" E, 16.00 feet;

thence S 00°07'00" W, 50.00 feet to the POINT OF BEGINNING;

Containing 800 square feet, more or less.

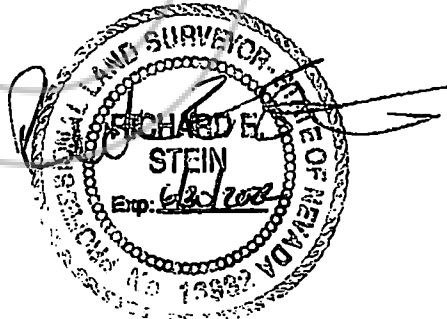
Basis of Bearing:

Easterly line of Parcel 4B as shown on the Parcel Map for Ronald F. Thaheld and Fred H. Thaheld, Recorded as Document #111959 of the Douglas County Recorder's Office. (N 00°07'00"E)

PREPARED BY:

Richard E. Stein, PLS #16932
1605 Orchard St.
Cove, OR 97824
(541) 602-2879

APN: 1320-07-801-056



2/8/2022

Exhibit A

UNIT 4-5 GENOA GENERAL STORAGE

February 8, 2022

A parcel of land located within the Southeast one-quarter of Section 7, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southeast corner of Unit 4-5 as shown on Record of Survey #4 for Genoa General Storage recorded as Document No. 2022-980835 of the Douglas County Recorder's Office, which bears N 56°24'10" W, 112.70 feet from the Southeast corner of Lot 2 as shown on said Record of Survey;

thence N 89°53'00" W, 32.00 feet;

thence N 00°07'00" E, 50.00 feet;

thence S 89°53'00" E, 32.00 feet;

thence S 00°07'00" W, 50.00 feet to the POINT OF BEGINNING;

Containing 1,600 square feet, more or less.

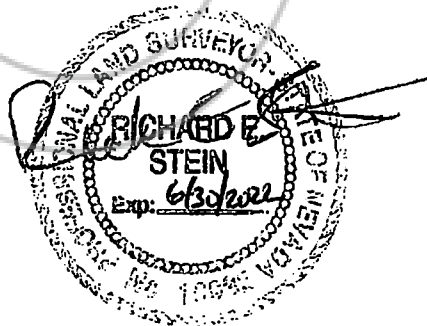
Basis of Bearing:

Easterly line of Parcel 4B as shown on the Parcel Map for Ronald F. Thaheld and Fred H. Thaheld, Recorded as Document #111959 of the Douglas County Recorder's Office. (N 00°07'00"E)

PREPARED BY:

Richard E. Stein, PLS #16932
1605 Orchard St.
Cove, OR 97824
(541) 602-2879

APN: 1320-07-801-057



2/9/2022

Exhibit A

UNIT 4-6 GENOA GENERAL STORAGE

February 8, 2022

A parcel of land located within the Southeast one-quarter of Section 7, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southeast corner of Unit 4-6 as shown on Record of Survey #4 for Genoa General Storage recorded as Document No. 2022-980835 of the Douglas County Recorder's Office, which bears N 44°48'15" W, 87.80 feet from the Southeast corner of Lot 2 as shown on said Record of Survey;

thence N 89°53'00" W, 32.00 feet;

thence N 00°07'00" E, 50.00 feet;

thence S 89°53'00" E, 32.00 feet;

thence S 00°07'00" W, 50.00 feet to the POINT OF BEGINNING;

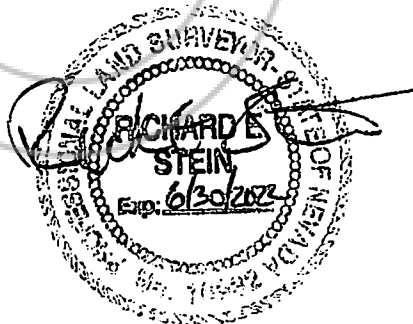
Containing 1,600 square feet, more or less.

Basis of Bearing:

Easterly line of Parcel 4B as shown on the Parcel Map for Ronald F. Thaheld and Fred H. Thaheld, Recorded as Document #111959 of the Douglas County Recorder's Office. (N 00°07'00"E)

PREPARED BY:

Richard E. Stein, PLS #16932
1605 Orchard St.
Cove, OR 97824
(541) 602-2879



APN: 1320-07-801-058

2/8/2022

Exhibit A

UNIT 4-7 GENOA GENERAL STORAGE

February 8, 2022

A parcel of land located within the Southeast one-quarter of Section 7, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southeast corner of Unit 4-7 as shown on Record of Survey #4 for Genoa General Storage recorded as Document No. 2022-980835 of the Douglas County Recorder's Office, which bears N 25°38'33" W, 69.03 feet from the Southeast corner of Lot 2 as shown on said Record of Survey;

thence N 89°53'00" W, 32.00 feet;

thence N 00°07'00" E, 50.00 feet;

thence S 89°53'00" E, 32.00 feet;

thence S 00°07'00" W, 50.00 feet to the POINT OF BEGINNING;

Containing 1,600 square feet, more or less.

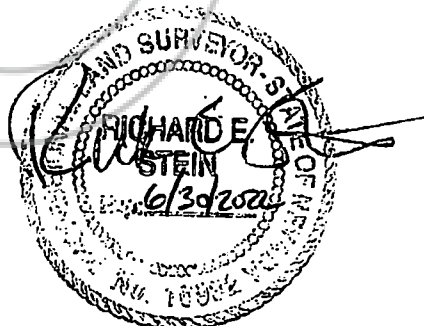
Basis of Bearing:

Easterly line of Parcel 4B as shown on the Parcel Map for Ronald F. Thaheld and Fred H. Thaheld, Recorded as Document #111959 of the Douglas County Recorder's Office. (N 00°07'00"E)

PREPARED BY:

Richard E. Stein, PLS #16932
1605 Orchard St.
Cove, OR 97824
(541) 602-2879

APN: 1320-07-801-059



2/8/2022