

Assessor's Parcel Number: 1418-34-401-015

Recording Requested By:

Name: 1st American Title Co.

Address: 212 Elk Point Rd., #550

City/State/Zip Zephyr Cove, NV 89418

R.P.T.T.: \_\_\_\_\_

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 NOV -4 PM 4:01

WERNER CHRISTEN  
RECORDER

\$ 210 PAID OR DEPUTY

second Amended and Restated Agreement  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

C:\bc docs\Cover page for recording

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**SECOND  
AMENDED AND RESTATED**

**AGREEMENT**

**OF**

**COMMON OWNERSHIP AND MAINTENANCE**

THIS AGREEMENT ("Agreement") made and entered into this 24th day of June, 2004, by and between Richard K. Gardner and Kathleen Ann Gardner (collectively "Gardner's") and Paul D. Manoukian, M.D., M.P.H. and Rebecca Gardiner Manoukian (collectively "Manoukian's") and Gardner Enterprises, LLC ("Gardner Enterprises"). Gardner's, Manoukian's and Gardner Enterprises are collectively referred herein as "Owners".

**RECITALS**

- A. Gardner's are the owner of parcel 2 of Final Parcel Map recorded August 20, 1997 in Book 897, Page 3450, as Document No. 419754 of Official Records of Douglas County, Nevada ("Gardner Parcel").
- B. Manoukian's are the owner of parcel 3 of Final Parcel Map recorded August 20, 1997 in Book 897, Page 3450, as Document No. 419754 of Official Records of Douglas County, Nevada ("Manoukian Parcel").
- C. Gardner Enterprises is the owner of parcel 1 of Final Parcel Map recorded August 20, 1997 in Book 897, Page 3450, as Document No. 419754 of Official Records of Douglas County, Nevada ("Gardner Enterprises Parcel").
- D. The Owners have construction homes on their parcels.
- E. The Owners desire to enter into an agreement of common ownership and maintenance to be considered rights and restrictions on Parcels 1, 2, & 3 ("Property") of Final Parcel Map recorded August 20, 1997 in Book 897, Page 3450, as Document No. 419754 of Official Records of Douglas County, Nevada.

NOW, THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Owners agree to assume responsibility for payment of expenses for any landscaping and maintenance (including snow removal) of any area within the

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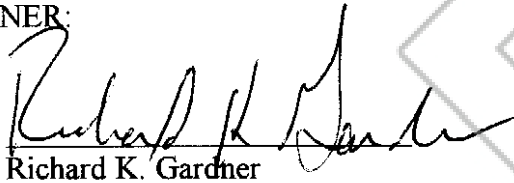
Common Area Improvements in an amount equal to 1/3 each. The Owners agree not to be liable for any individual extraordinary expenditure over One Thousand (\$1,000) Dollars without the consent of all of the Owners. Should one owner desire to make an extraordinary landscape or maintenance improvement which another owner does not approve, the owner making such improvement shall be responsible for the cost of the improvement and its maintenance.

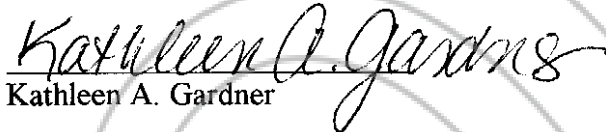
2. The Owners agree that any owner shall have the right to rent their house up to thirty (30) days in any calendar year. Any rental over thirty (30) days must have consent between the Owners, but such consent shall not be unreasonably withheld.
3. The Owners acknowledge that Manoukian's and Gardner's have, by separate lease agreement date November 16, 2000 ("Garage Lease"), agreed to the use of a two (2) car garage on the Gardner Enterprises Property.
  - 3.1. By this Agreement, Gardner Enterprises or its successors in interest shall have the right to extinguish the Garage Lease by payment in the amount of Twenty-five Thousand (\$25,000) Dollars ("Lease Release Fee") to be split equally between Gardner's and Manoukian's. The Lease Release Fee shall increase five percent (5%) annually beginning ten (10) years from the date of the Garage Lease.
  - 3.2. In the event that Gardner or Manoukian sells their parcel, Gardner Enterprises or its successors in interest shall have the right to either (1) pay 50% of the Lease Release Fee to release the appropriate portion of the garage lease, or (2) approve the assignment of the Garage Lease to the new owner.
4. The allowable impervious land coverage on the Property as verified by the TRPA will be owned in common between the Owners. Mutual consent of the Owners is required prior to any land coverage transfer from the Property.
5. General Provisions.
  - 5.1. The Owners intend that an abstract of this Agreement will be recorded against the Property.
  - 5.2. The Owners and all successors in interest agree that the above stated terms shall be enforceable against all Owners and all successors in interest to the Property.
  - 5.3. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

- 5.4. This Agreement will be construed and enforced in accordance with the laws of the State of Nevada.
- 5.5. If any owner commences litigation or other proceedings (including, without limitation, arbitration) for the interpretation, reformation, enforcement or rescission of this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and court and other costs incurred.
- 5.6. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Agreement is executed this 21th day of June, 2004.

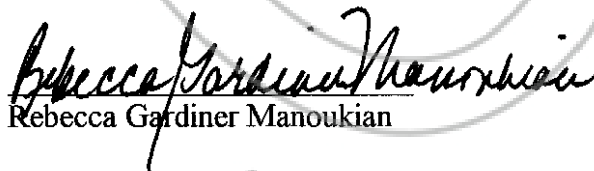
GARDNER:

  
Richard K. Gardner

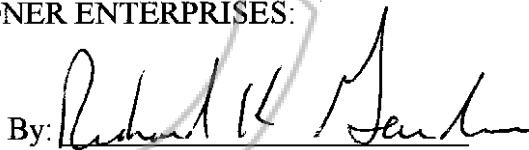
  
Kathleen A. Gardner

MANOUKIAN:

  
Paul D. Manoukian, M.D., M.P.H.

  
Rebecca Gardiner Manoukian

GARDNER ENTERPRISES:

By:   
Richard K. Gardner  
Managing Member

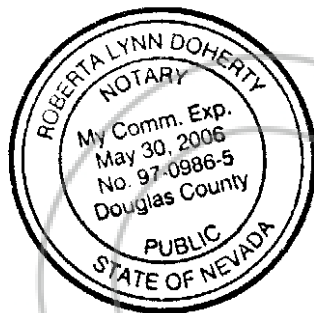


STATE OF NEVADA )  
 )  
COUNTY OF Douglas ) ss.  
 )  
Nevada )

On Oct. 26, 2004 personally appeared before me, a Notary  
Public, Richard K. Gardner  
who acknowledged that he/~~she~~/~~they~~ executed the attached instrument.

[Seal or stamp]

RKD  
Notary public in and for the state of  
NEVADA residing at 1025 Dresserville Rd  
Gardnerville, NV 89460  
My commission expires May 30, 2006



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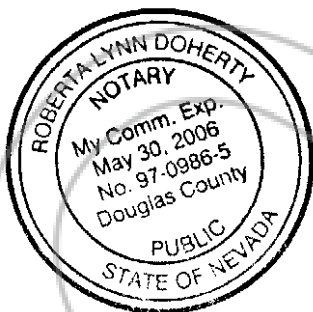
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STATE OF NEVADA )  
 ) ss.  
COUNTY OF Douglas )

On October 27, 2004 personally appeared before me, a Notary Public, Rebecca Gardiner Manoukian  
who acknowledged that he/she/they executed the attached instrument.

[Seal or stamp]

R. Lynn Doherty  
Notary public in and for the state of  
NEVADA residing at 025 Grasslerville Rd  
Gardnerville, NV 89460  
My commission expires May 30, 2006



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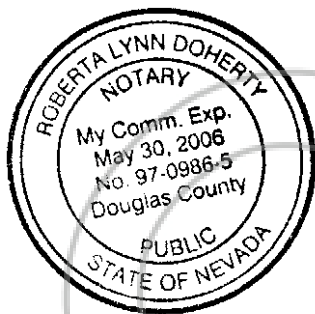
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STATE OF NEVADA )  
COUNTY OF Douglas ) ss.  
 )

On Paul D. Manoukian personally appeared before me, a Notary Public, \_\_\_\_\_

who acknowledged that he/she/they executed the attached instrument.

[Seal or stamp]



Robt L Doherty  
Notary public in and for the state of  
NEVADA residing at 1025 Dresslerville  
Rd Gardnerville, NV 89460  
My commission expires May 30, 2006

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