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Douglas County - NV
Karen Ellison - Recorder
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APN: 1318-15-501-001

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:



Pursuant to NRS 239B.030, the undersigned affirms that this document submitted for recording does not contain the social security number of any person or persons.

ABSTRACT OF AMENDED AGREEMENT

THIS ABSTRACT OF AMENDED AGREEMENT is recorded in reference to an AMENDED AND RESTATED AGREEMENT FOR JOINT USE AND MAINTENANCE OF PROPERTY by and among KEVIN G. LEVY, TRUSTEE OF THE LEVY FAMILY IRREVOCABLE TRUST on the one hand and SUSAN WATKINS, TRUSTEE OF THE SUSAN WATKINS TRUST AND MARY C. MILLER, TRUSTEE OF THE MARY C. MILLER TRUST OF 2001, collectively, on the other which amended and superseded that certain AGREEMENT FOR JOINT USE AND MAINTENANCE OF PROPERTY by and among JOHN A. SCHOPF AND WENDY SCHOPF, TRUSTEES OF THE A & S 2013 TRUST on the one hand and SUSAN WATKINS, TRUSTEE OF THE SUSAN WATKINS TRUST AND MARY C. MILLER, TRUSTEE OF THE MARY C. MILLER TRUST OF 2001 record notice of which given by that certain Abstract of Agreement recorded in the Official Records of Douglas County, Nevada on February 6, 2014, as Document Number 0837834.

WITNESSETH

The Parties do hereby state and covenant that on the 28 day of May, 2014, they entered into an AMENDED AND RESTATED AGREEMENT FOR JOINT USE AND MAINTENANCE OF PROPERTY (the "Agreement") which affects certain real property identified as 319 Paiute Drive, Douglas County, Nevada, Assessor's Parcel Number 1318-15-501-001 (the "Real Property").

The Agreement affects right, title and interest in and to certain portions of the Real Property and sets forth provisions for exclusive and joint use and maintenance of the Real Property.

A copy of the Agreement is available for viewing at the law offices of ALLING & JILLSON, LTD., 276 Kingsbury Grade, Suite 2000, Post Office Box 3390, Lake Tahoe, Nevada 89449.

DATED this 28 day of May, 2014.

[Signatures and Acknowledgments Follow]



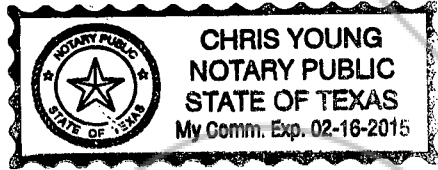
KEVIN G. LEVY, TRUSTEE OF THE LEVY FAMILY
IRREVOCABLE TRUST

STATE OF TEXAS)
 :SS.
COUNTY OF TARRANT)

This instrument was acknowledged before me on May 28, 2014 by KEVIN G. LEVY, AS TRUSTEE OF THE LEVY FAMILY IRREVOCABLE TRUST.

WITNESS my hand and official seal.

Signature of Notary Public



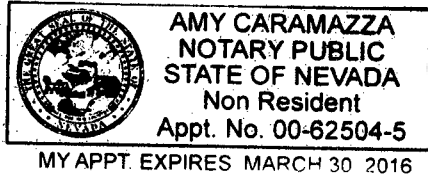


Susan Watkins
SUSAN WATKINS, TRUSTEE OF THE SUSAN WATKINS TRUST

STATE OF NEVADA)
) :ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 5-28-14, 2014 by SUSAN WATKINS in her capacity as TRUSTEE OF THE SUSAN WATKINS TRUST.

WITNESS my hand and official seal.



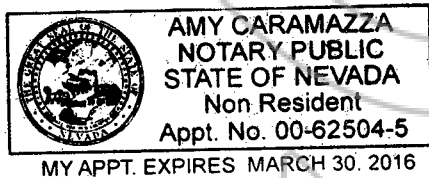
[Signature]
Signature of Notary Public

Mary C. Miller
MARY C. MILLER, TRUSTEE OF THE MARY C. MILLER TRUST OF 2001

STATE OF NEVADA)
) :ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 5-28-14, 2014 by MARY C. MILLER in her capacity as TRUSTEE OF THE MARY C. MILLER TRUST OF 2001.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

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EXHIBIT B
RULES, REGULATIONS AND RESTRICTIONS

PREAMBLE

THESE RULES, REGULATIONS AND RESTRICTIONS ("Rules") are entered into in furtherance of that certain AMENDED AND RESTATED AGREEMENT FOR JOINT USE AND MAINTENANCE OF PROPERTY dated as of the 28 day of May, 2014, related to certain improved real property located at 319 Paiute Drive, Douglas County, Nevada Assessor's Parcel Number 1318-15-501-001 (the "Agreement").

Any capitalized terms used and not defined herein shall have the meaning given such term in the Agreement. In the event of any conflict between these Rules and the Agreement, these Rules shall control. These Rules may be amended from time to time by the unanimous written action of all owners of the Real Property.

ARTICLE I
EXCLUSIVE AREAS

1.1 Exclusive Use and Enjoyment. The Parties shall be entitled to the exclusive right to use, occupy, possess and enjoy their respective Exclusive Areas, including their own residences and surrounding areas, as set forth in the Agreement. The other Party or its guests, invitees, contractors or representatives shall have no right to use, occupy or rights of egress or ingress over any Exclusive Area.

ARTICLE II
JOINT USE AREAS

2.1 Joint Use and Enjoyment. Except as otherwise provided in the Agreement, each Party shall have a non-exclusive right of use and enjoyment in, to, and throughout the Joint Use Areas and for ingress and egress over and through the Joint Use Areas.

2.2 Use of the Joint Areas. Except as otherwise expressly provided in the Agreement or these Rules, the Joint Use Areas shall be used for the intended purposes in accordance with the Agreement and these Rules, and no persons other than the Parties, their family members, guests and invitees shall be allowed to in any manner use or occupy the Joint Use Areas. Each Party shall at all times be responsible for any and all activities of such Party's tenants, guests and invitees using the Joint Use Areas. No improvements within the Joint Use Areas shall be altered, erected or removed without the unanimous written agreement of the Parties. The Parties shall each use the rights granted herein, with due regard to the rights granted to the other and the other's use thereof shall not obstruct the other Party's access, use, or enjoyment of the Joint Use Areas.

2.3 Maintenance and Repairs of Joint Use Areas. Maintenance and repairs of the Joint Use Areas (including the driveway) and any and all improvements thereon including, but not limited to, landscaped areas, drainage facilities, drainage ways, storm drains, curbs and gutters, sidewalks, flood plain areas and wetlands, shall be the joint obligation of the Parties, pursuant to the expense allocation and other provisions set forth in the Agreement.



ARTICLE III
USE RESTRICTIONS

3.1 Parking and Vehicular Restrictions. No Party shall park any vehicle or vehicular equipment, mobile or otherwise, anywhere on the Joint Use Areas. Additionally, the Parties shall not use the common driveway in any way that will impair the rights of the other to use same, and shall not park vehicles on the driveway or otherwise obstruct passage thereon, including through the erection of fences, gates or other barriers.

No Party shall park, store or keep within the Joint Use Areas any inoperable or commercial type vehicle. No Party shall park, store or keep on the Joint Use Areas any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home, any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home, or any other similar vehicle, unless the vehicle is kept within a garage on a Party's Exclusive Area which is large enough to house such vehicle with the door closed or is otherwise not viewable by the other Party from its Exclusive Area.

3.2 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Real Property, including any Joint Use Area, and no odor shall be permitted to arise therefrom so as to render the Real Property or any portion thereof unsanitary, unsightly, or offensive. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Real Property so as to be offensive or detrimental to any other Party. Without limiting the generality of any of the foregoing provisions, no speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, snowmobiles, unlicensed off-road motor vehicles or other items which may unreasonably disturb the other Party or its guests shall be located, used or placed on any portion of the Real Property without the prior written approval of all Parties. Alarm devices used exclusively to protect the security of a residence and its contents shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.

3.3 Unsightly Articles. No unsightly articles, including clotheslines, shall be permitted to remain on any portion of the Real Property so as to be visible from any portion of the other Party's Exclusive Area. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in enclosed areas.

3.4 Animals. No animals, including horses, fowl, reptiles, poultry, rabbits, livestock, llamas, ostriches, fish or insects of any kind, shall be raised, bred or kept within the Real Property, except that a reasonable number of dogs, cats or other household pets may be kept within a Party's Exclusive Area, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable local ordinance, any other provision of these Rules. It shall be the absolute duty and responsibility of each Party to clean up immediately after such animals which have used any portion of the Joint Use Areas or the other Party's Exclusive Area. The animal owner's Exclusive Area (including any pet run area) shall also be cleaned and maintained in a manner so as not to create a nuisance to the other Party. Furthermore, to the extent permitted by law, any Party shall be liable to the other Party, their families, guests and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Real Property.

3.5 Business or Commercial Activity. No part of the Real Property shall be used for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated in any way or receives



any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. The provisions of this paragraph 3.5 shall not preclude any of the above-described activities which are conducted without external evidence thereof provided that all of the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not routinely or in significant numbers visit the Real Property or park automobiles or other vehicles on the Real Property; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of a Party's Exclusive Area; (d) no such activity increases the liability or casualty insurance obligation or premium of the other Party; and (e) such activities are consistent with the residential character of the Real Property and otherwise conform with the provisions of these Rules and the Agreement.

3.6 No Subdivision. Except as set forth below, no portion of the Real Property may be subdivided or subject to a boundary line or other adjustment without the unanimous consent of the Parties; provided, however, that nothing in this paragraph shall be deemed to prevent a Party from (a) transferring or selling all of their Exclusive Area to more than one (1) person to be held by them as tenants in common, joint tenants, or as community property or other form of common ownership; or (b) the leasing or renting by any Party of all of a Party's Exclusive Area, provided that any such lease or rental shall be subject to the provisions of these Rules and the Agreement.

The foregoing notwithstanding, either Party shall have the right to seek to partition the Real Property into two (2) parcels upon receipt of approval from all applicable governmental authorities. In such case, the Real Property will be equitably divided, with each Party receiving one-half (1/2) of the total acreage of the Real Property in fee which shall include all of each Party's Exclusive Area. In the event of a successful partition of the Real Property, the Agreement will be mutually terminated and the Abstract of Agreement providing record notice thereof will be extinguished. The Parties agree to enter into cross-easements granting each other rights to use the common roadway to the extent such roadway is located on the other Party's new parcel. The Parties will also enter into an agreement regarding maintenance of such roadway to share expenses in keeping with the provisions currently set forth in the Agreement. Additionally, the Parties agree to record deed restrictions against the new parcels similar to the Use Restrictions contained in this Exhibit B.

Reasonable costs incurred in obtaining approvals to partition the Real Property and costs of surveying the Real Property to create two (2) parcels will be shared equally by the Parties, except that each Party shall bear the costs of their respective consultants, attorneys and agents, unless the Parties first agree that such costs shall be a joint expense. Each Party shall agree to reasonably cooperate with the other and to execute such documents that are necessary or advisable to accomplish the foregoing.

3.7 Landscaping. Each Party shall be responsible for landscaping and the cost of irrigation on their own Exclusive Area. No Party's landscaping shall obstruct the views or use of the other Party's Exclusive Area. No Party may landscape the Joint Use Areas without the consent of the other Party.

3.8 Drainage. There shall be no interference with or alteration of the established drainage or drainage systems within the Real Property, unless previously approved in writing by all Parties.

3.9 Improvements to Residence. A Party shall be solely responsible for any improvements, additions or remodels of a residence on a Party's Exclusive Area. The Party undertaking the construction shall be solely responsible for all contractors or workers performing such improvements and that Party must ensure that such contractors or workers are abiding by the Rules set forth herein. No construction



shall use any portion of the Joint Use Areas or restrict the other Party's access thereto. No construction shall take place other than during normal weekday working hours. All construction shall be in strict conformance with all applicable building codes and the approvals of all governmental agencies with jurisdiction over the Real Property. No Party shall have a right to modify or use coverage allocated to the Real Property without the consent of the other Party.

3.10 Maintenance and Repair. Each Party shall maintain such Party's Exclusive Area and the improvements thereon in a clean, orderly and good condition and state of repair. The improvements on a Party's Exclusive Area shall be adequately painted or otherwise finished, all at such Party's sole cost and expense. No building, structure, or other improvement within the Real Property shall be permitted to fall into disrepair. No Party shall do any act or work that will impair the structural soundness or safety of any improvement located on the Real Property. All residences shall be constructed in a good workmanlike manner and be maintained in good condition and repair.

3.11 Snow Removal. Snow removal within the Joint Use Areas shall be the joint responsibility of the Parties in accordance with the Agreement.

3.12 Utility Lines. No lines, wires, or devices for transmission of electric current or telephone, television, or radio signals shall be constructed, placed, or maintained anywhere on the Real Property unless the same shall be contained in conduits or cables placed and maintained underground or concealed in or under buildings or approved structures.

3.13 Exterior Installations. Any satellite dishes, television antennas and other exterior communications equipment, and exterior energy devices including exterior air conditioning or heating units (including solar heating devices), shall be erected or maintained so they are completely concealed so as not to be visible from the Exclusive Area of the other Party.

3.14 Electronic Transmissions. No amateur radio transmission operations shall be conducted, nor shall any amateur radio transmission aerials be permitted at any time within the Real Property; provided, however, that citizens band radios and similar devices may be maintained and used by a Party for purposes of security and emergency communications. No other electronic transmission shall be permitted on the Real Property that has any negative effect on the other Party.

3.15 Lighting. All exterior lighting shall be shielded or recessed so that direct glare and reflections are contained within the boundaries of a Party's Exclusive Area and shall be directed downward and away from the other Party's Exclusive Area and the Joint Use Areas. Except for temporary holiday decorative lighting, no lighting shall blink, flash, or be of unusually high intensity or brightness.

3.16 Fences. Fences are permitted only on the Exclusive Areas and must conform to the applicable rules and regulations of all governmental agencies with jurisdiction over the Real Property. The cost of construction of any fence which serves as a common fence between the Exclusive Areas or an Exclusive Area and the Joint Use Areas, shall be borne by the Party constructing the fence. Any existing fences and the repair or replacement of such fences shall be deemed to be conforming to these Rules. No other fences may be built in either Party's Exclusive Area unless they are completely concealed so as not to be visible from the other Party's Exclusive Area or the Joint Use Area.

3.17 View Obstruction. No Party may erect any improvement, landscaping or take any action on the Real Property that would obstruct any existing views of the other Party.



3.18 Nonreflective Materials. No Party's building or structure shall be constructed of any exposed material, whether structural or paint, mirrored glass, or other surface material that will result, directly or indirectly, in sunlight being unduly reflected therefrom onto the other Party's Exclusive Area.

3.19 Insurance. No Party shall take any action on the Real Property (or any portion thereof) which results, directly or indirectly, in any increase in the applicable rate(s) of insurance paid by the Parties or affects the availability of such insurance by the Parties, including, without limitation, any action that would result, directly or indirectly, in such insurance being canceled.

3.20 Temporary Structures. No structure of a temporary character, including, without limitation, trailers, mobile homes, tents, shacks, garages, barns, or other buildings or enclosures shall be utilized at any time as a residence, either temporarily or permanently; provided, however, that temporary structures may be used by contractors during the normal course of construction, provided that such permitted temporary structures are immediately removed upon the completion of construction activity.

3.21 Refuse Disposal. No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any portion of the Real Property, and each Party shall cause all such material to be disposed of by and in accordance with accepted sanitary practices. All garbage cans shall be kept in a clean and sanitary condition. All Parties shall subscribe to a regularly scheduled and established garbage collection service. No incinerators of any type shall be allowed within the Real Property.

3.22 Diseases and Insects. No Party shall permit anything or condition to exist upon a Party's Exclusive Area or the Joint Use Areas that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects.

3.23 Mineral Exploration. No portion of the Real Property shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or earth substance. No drilling, exploration, refining, quarrying, or mining operations of any kind shall be conducted or permitted to be conducted thereon; nor shall wells, tanks, tunnels, mineral excavations, shafts, derricks, or pumps used to mine or drill for any substances be located on the Real Property.

3.24 Subsurface Rights. There shall be no deed, conveyance, agreement or other document executed, the terms of which separate surface or subsurface rights into different ownerships.

3.25 Fuel Tanks. No fuel or oil tanks shall be permitted on the Real Property except any home heating oil tanks if municipal service is not otherwise available.

3.26 Compliance With Laws. No portion of the Real Property may be occupied or used by or for any structure or purpose or in any manner whatsoever which is contrary to the ordinances, rules, or regulations promulgated by the County of Douglas, State of Nevada as amended from time to time. Each Party shall comply with all statutes, ordinances, rules or regulations applicable to his or her Exclusive Area and the Real Property as a whole.

ARTICLE IV
INSURANCE AND ENFORCEMENT

4.1 Liability Insurance. The Parties shall jointly purchase broad form comprehensive liability coverage in such amounts and in such forms as advisable to provide adequate protection for the Joint Use Areas. Such coverage shall be in an amount generally required by private institutional mortgage investors



for projects similar in location, and use, and in no event shall be less than One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. The liability insurance shall name each Party as separately protected insureds. Premiums for the insurance shall be a joint expense of the Parties payable in accordance with the Agreement. The Parties shall review the limits of all insurance policies at least once a year and adjust the limits as the Parties deem necessary or appropriate. The Parties may meet their obligations hereunder by covering the Joint Use Areas and the liability assumed by a Party hereunder under their homeowner's liability insurance policy provided that such policy names the other Party and any owner of the Real Property as an additional insured.

4.2 Parties' Insurance Responsibilities. The following insurance coverages shall be the responsibility of each respective Party: insurance on items of personal property placed; insurance for hazard, casualty and public liability coverage within each Party's Exclusive Area, including, without limitation, all structures located thereon; and insurance coverage for activities of a Party, and its family, guests, invitees, wherever occurring on the Real Property.

4.3 Parties' Right of Enforcement. Each Party shall have the right (but not the duty) to enforce any and all of the covenants, conditions, and restrictions now or hereafter imposed by these Rules upon the other Party or upon any of the Real Property.

4.3.1 Violations and Nuisance. Every act or omission whereby a covenant, condition, or restriction of these Rules is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action.

4.3.2 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any portion of the Real Property is hereby declared to be a violation of these Rules and subject to any or all of the enforcement procedures and remedies herein set forth.

4.4 Remedies. In addition to any specific remedy set forth herein or in the Agreement, each Party shall be entitled to exercise any right or remedy available to such Party at law or in equity to enforce the Agreement and these Rules, including, without limitation, the right to seek injunctive relief to end any continuing violations of these Rules or the Agreement without the need to post a bond and with each Party hereby waiving any defense that an adequate remedy at law is available for the continued violation of these Rules or the Agreement.

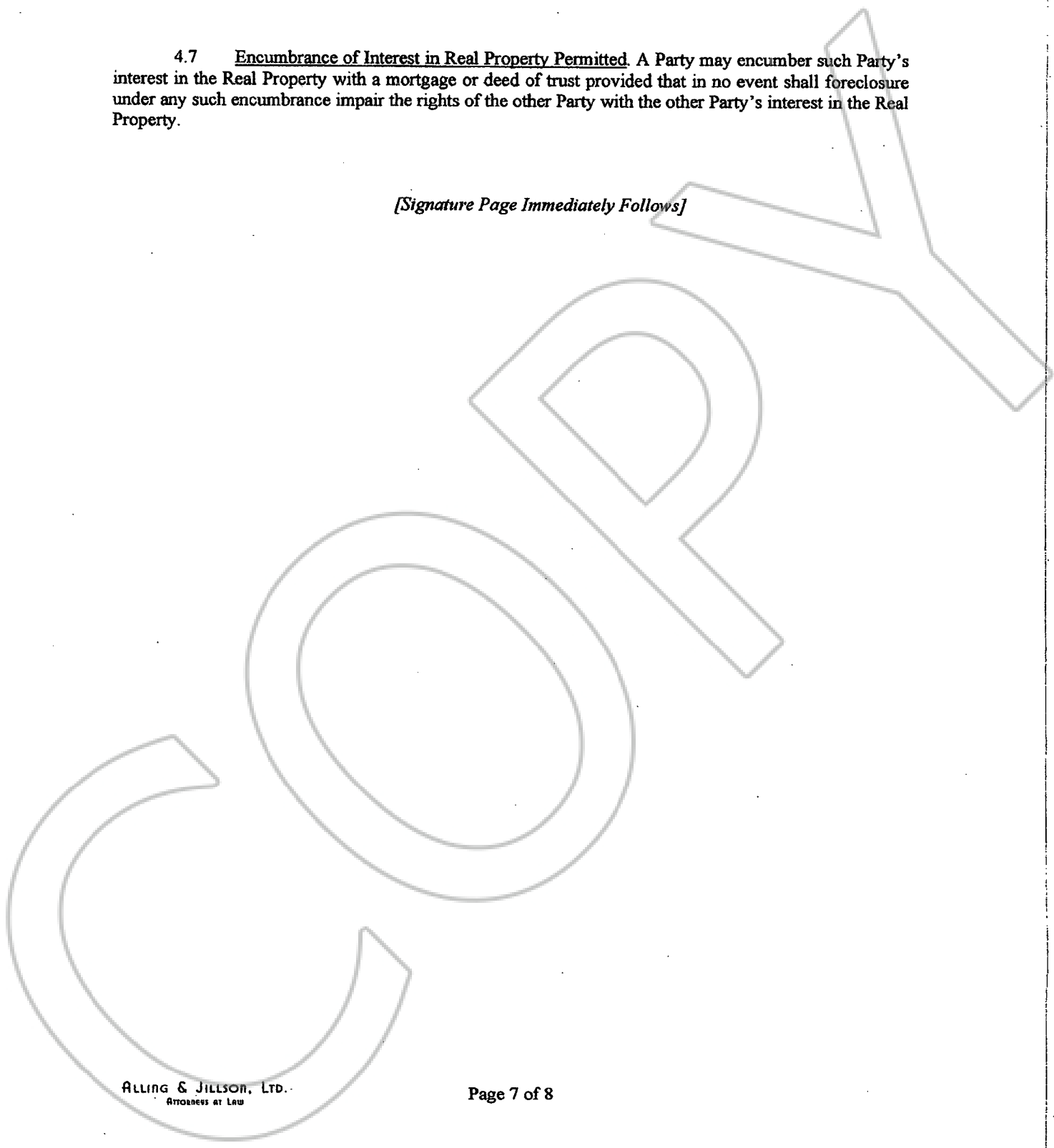
4.5 No Waiver, Cumulative Remedies. The failure by a Party to enforce the provisions of any covenant, condition, or restriction contained in these Rules or the Agreement shall not constitute a waiver of any right to enforce any such provisions or any other provisions of these Rules or the Agreement. Each remedy provided for herein is cumulative and not exclusive.

4.6 Lien for Non-Payment: Priority. All sums which are the obligation of a Party pursuant to the Agreement, together with interest thereon as provided in the Agreement, shall be secured by a lien on such Party's interest in the Real Property in favor of the other Party from the date the amount becomes due. Such lien shall be prior to all other liens and encumbrances on such Party's interest in the Real Property, except for: (a) valid tax and special assessment liens in favor of any governmental assessing authority; (b) prior liens and encumbrances which are senior in priority.



4.7 Encumbrance of Interest in Real Property Permitted. A Party may encumber such Party's interest in the Real Property with a mortgage or deed of trust provided that in no event shall foreclosure under any such encumbrance impair the rights of the other Party with the other Party's interest in the Real Property.

[Signature Page Immediately Follows]





ACKNOWLEDGED AND AGREED:

KEVIN G. LEVY, TRUSTEE OF THE LEVY FAMILY
IRREVOCABLE TRUST

SUSAN WATKINS, TRUSTEE OF THE SUSAN WATKINS TRUST

MARY C. MILLER, TRUSTEE OF THE MARY C. MILLER TRUST
OF 2001

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AMENDED AND RESTATED
AGREEMENT FOR JOINT USE
AND MAINTENANCE OF PROPERTY

THIS AMENDED AND RESTATED JOINT USE AND MAINTENANCE AGREEMENT ("Agreement") is entered into and effective as of the 28 day of May, 2014, by and between KEVIN G. LEVY, TRUSTEE OF THE LEVY FAMILY IRREVOCABLE TRUST (hereinafter, "Sol Owner") and SUSAN WATKINS, TRUSTEE OF THE SUSAN WATKINS TRUST AND MARY C. MILLER, TRUSTEE OF THE MARY C. MILLER TRUST OF 2001 (collectively hereinafter, "Luna Owner") and their respective successors, nominees and assigns (hereinafter collectively, "Parties"), on the basis of the following facts and constitutes a contract for the joint use and maintenance of that certain improved real property located at 319 Paiute Drive, Douglas County, Nevada, Assessor's Parcel Number 1318-15-501-001 (the "Real Property").

WITNESSETH:

WHEREAS, the Parties collectively own the Real Property and each Party owns a residence located on the Real Property; and

WHEREAS, the Parties, or their predecessors in interest, previously entered into An Agreement for Joint Use and Maintenance of Property dated as of January 8, 2014, (the "Previous Agreement"), record notice of which was given by that certain Abstract of Agreement recorded in the Official Records of Douglas County, Nevada on February 6, 2014, as Document Number 0837834; and

WHEREAS, the Parties acknowledge that Sol Owner is entitled to the exclusive right to use, occupy, possess and enjoy the residence and surrounding zone of privacy on the Real Property, as more particularly depicted on the shaded area on Exhibit A attached hereto and identified as the "Sol Property" and that the Sol Owner bears all responsibilities on or arising from the Sol Property, including, without limitation, costs, maintenance, repairs, and liabilities associated therewith; and

WHEREAS, the Parties acknowledge that Luna Owner is entitled to the exclusive right to use, occupy, possess and enjoy the residence and surrounding zone of privacy on the Real Property, as more particularly described on Exhibit A attached hereto and identified as the "Luna Property" and that the Luna Owner bears all responsibilities on or arising from the Luna Property, including, without limitation, costs, maintenance, repairs, and liabilities associated therewith; and

WHEREAS, the Parties acknowledge that they have the joint right to enjoyment and use and mutually share in the responsibilities, costs, maintenance, repairs, and liabilities associated with all other areas of the Real Property; and

WHEREAS, the Parties desire to enter into this Agreement to establish and set forth their relative rights and responsibilities, including the establishment of exclusive areas of use, enjoyment and responsibility and the establishment of certain rules and restrictions on use and conduct related to the Real Property that is used in common, with the intent that the agreements set forth herein constitute covenants running with the land and the Real Property binding the Parties and each of their successors, nominees and assigns; and



WHEREAS, the Parties wish to amend and restate the Previous Agreement by entering into this Amended and Restated Agreement for Joint Use and Maintenance with the intent that this Agreement supersede and replace the Previous Agreement in its entirety.

NOW THEREFORE, in consideration of mutual covenants and promises of the Parties hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Exclusive Areas. The Parties hereby agree that Sol Owner is entitled to the exclusive right to use, occupy, possess and enjoy the Sol Property, including the driveway areas located exclusively thereon and the surrounding areas depicted on Exhibit A, and the Luna Owner is entitled to the exclusive right to use, occupy, possess and enjoy the Luna Property, including the driveway areas located exclusively thereon and the surrounding areas depicted on Exhibit A (the "Exclusive Areas").

2. Joint Use Areas. The Parties hereby agree that the Parties shall have joint and mutual use, enjoyment and possession of all areas of the Real Property not encompassing the Exclusive Areas (hereinafter referred to as the "Joint Use Areas"). The Parties are jointly and mutually entitled to the right to use, occupy, possess and enjoy the Joint Use Areas, subject to certain obligations of the Parties set forth hereinafter and the rules and regulations set forth on Exhibit B attached hereto, as such rules and regulations may be amended by the Parties from time to time (the "Rules").

3. Agreement for Joint Use and Maintenance. In consideration of mutual covenants and promises of the Parties hereto, it is the intention of the Parties to establish by this Agreement a plan for the access, use, enjoyment, maintenance, repair, restoration and improvement of the Joint Use Areas of the Real Property, including the common driveway thereon, and for the payment of any and all expenses pertaining thereto in accordance with the following:

(a) Maintenance, Repair and Liability Costs and Expenses for Joint Use Areas. The Parties agree to jointly and equally share the expenses on all Joint Use Areas, including, but not limited to the costs and expenses for routine maintenance, liability insurance, snow removal and utilities to any improvements on the Joint Use Areas. All expenses and costs arising from the Joint Use Areas, including but not limited to the above, shall be shared equally between the Sol Owner and the Luna Owner.

(i) The repairs and maintenance to be performed on the Joint Use Areas shall be limited to the following, unless the consent for additional work is agreed to by the Parties: reasonable and normal road repair to the common driveway and maintenance work to adequately maintain said driveway and related drainage facilities to permit all weather access, which shall include, but is not limited to, filling of chuck holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, and lighting, if any, and other work reasonably necessary or proper to repair and preserve the driveway for all weather road purposes; reasonable and normal maintenance to the other Joint Use Areas including watering of existing or mutually agreed upon vegetation, maintenance and repair of infiltration, drainage, retaining walls and structures and other systems or structures necessary or advisable to avoid erosion, runoff, and maintain the natural slope and grade of the open areas and to provide for the general safety of the areas.

(ii) Any extraordinary repair required to correct damage to any part of the Joint Use Areas, including the common driveway, that results from action taken or contracted for by Party hereto or its agents, representatives, guests, invitees, or contractors shall be paid for solely by the Party



taking such action or contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the Joint Use Area to the condition existing prior to any damage.

(iii) Any improvements to any portion of the Joint Use Areas shall only be made with the consent of or all of the Parties and shall be in keeping with the Rules and this Agreement. The Parties shall agree between themselves as to how the cost of any improvements to the Joint Use Areas shall be apportioned between them.

(iv) Each Party shall make prompt payment for expenses directly to the provider or supplier of services. If a Party hereto pays in advance for the costs of any maintenance, repair or replacement on the Joint Use Areas, such Party shall have the right of reimbursement from the other Party for such Party's share for such cost. A request for reimbursement shall be given in writing to the other Party and shall include appropriate written documentation verifying the cost of work performed for which reimbursement is sought. The Party to whom such notice for reimbursement is given shall make such reimbursement within ten (10) days of such Party's receipt of such notice. If such reimbursement is not timely made, the Party seeking reimbursement shall have the remedies set forth in Section 4 hereof.

(b) Real Property Taxes The Parties agree that despite their equal sharing of the costs and expenses for the Joint Use Areas, the taxes imposed on the Real Property shall be apportioned between the Parties fifty-seven and one-half percent (57.5%) by the Sol Owner and forty-two and one-half percent (42.5%) by the Luna Owner (the "Tax Expense Allocation"). If any Party fails to make their payment of the real property taxes in accordance with the Tax Expense Allocation, the other Party shall have the rights and remedies set forth in Section 4 hereof. If any Party modifies or improves any portion of a Party's Exclusive Area that results in an increase in the real property taxes assessed, such Party shall be solely responsible for such increase in taxes and the Tax Expense Allocation shall be so modified. Each Party shall have a right to appeal or contest the application of real estate taxes. Any expenses incurred by any such Party in successfully protesting, reducing or minimizing any tax expense shall be borne by the Parties in accordance with the Tax Expense Allocation.

(c) Costs and Expenses for Exclusive Areas. The Parties agree that the respective owners of the Sol Property and the Luna Property shall be solely and exclusively responsible for all expenses in connection with their respective residences and properties, including, but not limited to, maintenance, insurance, snow removal, liabilities, repairs, improvements and utilities. The foregoing notwithstanding, each Party shall remain responsible for any liability incurred by the other Party as a result of the negligent or intentional act or omission of the other Party, its agents, representatives, contractors, guests or invitees.

(d) Cooperation and Non-Obstruction. The Parties hereto mutually agree that each shall use the rights granted herein, with due regard to the rights granted to the other and the other's use thereof and shall not obstruct the other Party's access, use, or enjoyment of their respective exclusive interests or the Joint Use Areas. Additionally, the Parties shall not use the common driveway in any way that will impair the rights of the other to use same, and shall not park vehicles on said driveway or otherwise obstruct passage thereon, including through the erection of fences, gates or other barriers.

(e) Coverage. The Parties agree that no party may sell, use, transfer, or otherwise reduce site coverage on the Real Property, as that term is defined by TRPA, without the unanimous consent of the Parties. In the event that additional site coverage is available for use on the Real Property, such coverage shall be equally allocated to the Parties for use on their respective Exclusive Areas unless one Party has solely purchased and transferred such coverage onto the Real Property and such transfer and use does not adversely affect or reduce the other Party's coverage.



(f) Structures. The Parties hereto agree not to erect, or cause or permit to be erected, within the boundaries of the Joint Use Areas, any buildings or structures, whether permanent or temporary, without unanimous consent of the Parties.

(g) Injury and Damage Liability. Except as otherwise provided herein, any liability of the Parties for personal injury to third parties or property damage of third parties on the Joint Use Areas not covered by joint insurance shall be borne by the Party whose act or omission was responsible for such injury or damage.

(h) Indemnity. Each Party hereto agrees to indemnify, defend and hold the other Party harmless from and against all costs, expenses or liability for injury to persons or damage to property on the Joint Use Areas described herein, when such injury or damage shall result from, arise out of, or be attributable to the willful or negligent acts of any Party, their agents, representatives, contractors, guests or invitees. A Party shall also indemnify, defend and hold the other Party harmless from any costs, expenses or liability for any injury to persons or damage to property occurring on a Party's exclusive area.

4. Rights and Remedies of Party for Failure to Comply with Obligations. In the event that a Party hereto shall not make a timely payment of a Party's share of any cost or expense that is the obligation of such Party under this Agreement, including, without limitation, any timely payment of real property taxes or timely reimbursement of a Party, the other Party shall have the right, but not the obligation, to make any such payment on the other Party's behalf and such Party shall, in addition to the remedies set forth in Section 4.4 of Exhibit B, have a lien against the ownership interests of the other Party in the Real Property in the amount so paid on the other Party's behalf in addition to all costs and expenses incurred by the Party making such payment and interest on such amounts at the rate of one and one-half percent (1.5%) per month.

5. Restrictions on Transfers.

(a) No Partial Transfers. No Party may transfer, in whole or in part, any undivided interests of a Party in the Real Property except for a Party's transfer of such Party's entire ownership interest in either the Sol Property or the Luna Property.

(b) Right of First Offer. Except as allowed by Section 6 hereof, neither Party shall sell, transfer, convey, assign, lease, hypothecate or pledge (collectively "Transfer") a Party's interest in the Real Property without first offering to sell such interest to the other Party in accordance with the terms hereof:

(i) Prior to a Party entering into an agreement for the marketing of a Party's interest in the Real Property or otherwise Transferring or agreeing to Transfer a Party's interest in the Real Property, such Party (the "Selling Party") shall offer in writing to sell the interest in the Real Property to the other Party on the same terms and conditions that the Selling Party would then be willing to offer to a third party (the "Offer"). The Offer shall, at a minimum, include the following information: (A) the proposed purchase price; (B) the method of payment of the purchase price; (C) the amount and terms of any seller financing; (D) the amount of the required earnest money deposit; and (E) the time and location for the close of escrow.



- (ii) The other Party shall have thirty (30) days from the date of the Offer to accept the Offer. If the other Party fails to accept the Offer prior to the expiration of the acceptance period, the Offer shall be deemed rejected.
- (iii) If the other Party responds to the Offer with anything other than an unequivocal, unconditional acceptance or rejection, the right of first offer shall terminate and the response shall be deemed an offer to purchase the interest in the Real Property on the terms and conditions in the response ("Counter Offer"). The Selling Party shall be entitled to accept or reject the Counter Offer at the Selling Party's sole discretion, and if the Counter Offer is rejected, the Selling Party shall have no further obligations under this right of first offer.
- (iv) If the Offer is deemed rejected, the Selling Party shall for a period of one (1) year following the expiration of thirty (30) days from the date of the Offer be permitted to consummate a Transfer to a third party (x) for a purchase price not less than the price specified in the Offer and (y) on such other terms that are, in the aggregate, no more favorable to such third party than the terms set forth in the Offer; provided, however, that if the terms of the proposed sale to the third party do not satisfy clauses (x) and (y) of this Section 5(b)(iv), the Selling Party shall be obligated to comply again with the terms of this Section 5(b), except that the time period within which the other party has to accept the revised Offer shall be reduced to the lesser of ten (10) days or the time period the Selling Party has to respond to any third party offer. If the Selling Party does not consummate the Transfer within the time period specified in this Section 5(b), the Selling Party shall be required to separately comply with the terms and provision of this Section 5(b) in order to consummate any subsequent proposed Transfer.
- (v) A conveyance or transfer by gift, bequest, or inheritance shall not be considered a Transfer hereunder, provided that, after a conveyance or transfer by gift, bequest, or inheritance, the right of first offer granted herein shall remain in effect against the person holding title to the interest in the Real Property.

6. No Encumbrances. No Party shall have a right to encumber anything more than a Party's respective interest in the Real Property or a Party's residence and Exclusive Area without the prior written consent of the other Party. Each Party shall be solely responsible to discharge any lien, mortgage, deed of trust or other encumbrance that attaches to the Real Property or another Party's interest therein. The Parties shall ensure that no mechanic's or material liens attach to the Real Property and shall also be solely responsible for the immediate discharge of any such lien.

7. Assignment; Agreement to Run with Land. This Agreement shall run with the land and shall be binding on all parties and all persons claiming under any deed or contract to the Real Property or any part thereof. This Agreement will inure to the benefit of and bind all successors and assigns of the Parties.



8. Recordation of Abstract of Agreement. An Abstract of this Agreement shall be recorded with the Office of the Recorder of Douglas County, Nevada, to provide record notice of the rights and obligations of the Parties and binding on the Real Property.

9. Governing Law; Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the internal laws of the State of Nevada without regard to conflicts of laws principles. Venue for any dispute in connection with this Agreement shall be exclusively in the courts of Douglas County, Nevada.

10. Notices. Any notices given under this Agreement shall be in writing and shall be delivered by personal service or by certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses:

LUNA OWNER:

Mary C. Miller
Post Office Box 11946
Zephyr Cove, Nevada 89448

Susan Watkins
Post Office Box 1866
Zephyr Cove, Nevada 89448

with a copy of all such notices to:

ALLING & JILLSON, LTD.
276 Kingsbury Grade, Suite 2000
Post Office Box 3390
Lake Tahoe, Nevada 89449

SOL OWNER

THE LEVY FAMILY IRREVOCABLE TRUST
c/o Kevin G. Levy
201 Main Street, Suite 3100
Fort Worth, Texas 76102

All notices, demands and requests shall be effective upon being deposited in the United States mail. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of receipt of the return receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided herein shall be deemed to be receipt of the notice, demand or request sent. By giving written notice thereof, the Parties and their successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses for notice.

11. Fees of Counsel for Enforcement. In the event a party hereto retains an attorney to enforce any part of this Agreement, the prevailing party in any such action shall be entitled to an award of attorneys' fees and court costs in addition to any other relief afforded by the court.



12. No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto and shall not be construed as conferring any rights on any other persons.

13. Construction. All section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or any other entity. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. This Agreement has been prepared by ALLING & JILLSON, LTD. at the request of the Parties. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions hereof.

14. Severability. Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Entire Agreement. This instrument and any exhibit or schedule explicitly incorporated herein by reference contains the entire agreement between the Parties with respect to the transaction contemplated and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages Immediately Follow]



IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and date first above written.

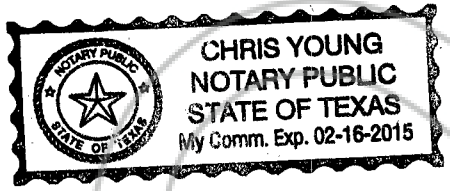
SOL OWNER

KEVIN G. LEVY, TRUSTEE OF THE LEVY FAMILY
IRREVOCABLE TRUST

STATE OF TEXAS)
 :SS.
COUNTY OF TARRANT)

This instrument was acknowledged before me on May 28, 2014 by KEVIN G. LEVY AS TRUSTEE OF THE LEVY FAMILY IRREVOCABLE TRUST.

WITNESS my hand and official seal.



Signature of Notary Public



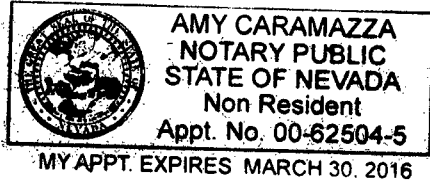
LUNA OWNER:

Susan Watkins
SUSAN WATKINS, TRUSTEE OF THE SUSAN WATKINS TRUST

STATE OF NEVADA)
) :ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on MAY 28, 2014 by SUSAN WATKINS in her capacity as TRUSTEE OF THE SUSAN WATKINS TRUST.

WITNESS my hand and official seal.



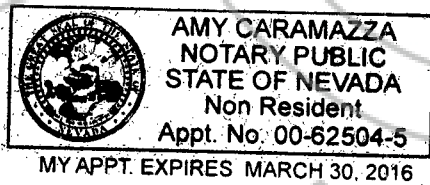
[Signature]
Signature of Notary Public

Mary C. Miller
MARY C. MILLER, TRUSTEE OF THE MARY C. MILLER TRUST OF 2001

STATE OF NEVADA)
) :ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on MAY 28, 2014 by MARY C. MILLER in her capacity as TRUSTEE OF THE MARY C. MILLER TRUST OF 2001.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

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