

DECLARATION OF ANNEXATION

OF

THE RIDGE TAHOE

PHASE TWO

THIS DECLARATION OF ANNEXATION made on the date hereafter set forth by HARICH TAHOE DEVELOPMENTS, a Nevada general partnership ("Declarant"), is made with reference to the following facts:

RECITALS

A. On September 17, 1982, Declarant recorded that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE TAHOE ("Declaration") at Book 982, Page 719, of the Official Records of Douglas County Nevada. The Declaration directly affects Lots 29, 32, 39, 40, and 41 according to that certain map entitled "TAHOE VILLAGE UNIT NUMBER 3, Fifth Amended Map" recorded as Document No. 61612, as corrected by a Certificate of Amendment recorded as Document No. 62661, all of the Official Records of Douglas County, Nevada.

B. Subarticle 8.2 of said Declaration provides that additional real property, including the area described below, may be annexed by Declarant, and may become a part of the Project, subject to said Declaration and subject to the rights, powers, and duties of the Ridge Tahoe Property Owners Association ("Association"). The real property to be hereby annexed under said subarticle 8.2 is described as follows:

Lot 31, according to that certain map entitled, "TAHOE VILLAGE UNIT NUMBER 3, Fifth Amended Map" recorded as Document No. 61612, as corrected by a Certificate of Amendment recorded as Document No. 62661, all of the Official Records of Douglas County, Nevada ("Phase Two").

C. Phase Two consists of twenty (20) Condominiums. Each Condominium shall be composed of a separate interest in a particular Unit coupled with an undivided 1/20 interest in the Resident Common Area of Phase Two, and such other appurtenant interests as are expressed elsewhere in this Declaration of Annexation.

D. By this Declaration of Annexation Declarants hereby intend to cause Phase Two to become annexed to the Project and thereby to become subject to the Declaration and subject to the rights, powers and duties of the Association, upon the terms and conditions stated herein.

NOW THEREFORE, it is hereby declared that Phase Two shall be annexed to the Project and thereby shall be subject to the Declaration and subject to the rights, powers and duties of the Association on the following terms and conditions:

1. The term "Resident Common Area" as defined in subarticle 1.4 of the Declaration and as used throughout the Declaration shall include the Resident Common Area of Phase Two.
2. The term "Project" as defined in subarticle 1.19 of the Declaration and as used throughout said Declaration shall include Phase Two.
3. The term "Time Share Project" as defined in subarticle 1.26 of the Declaration and as used throughout said Declaration shall include Phase Two.
4. The term "Time Share Unit" as defined in subarticle 1.27 of the Declaration and as used throughout the Declaration shall include the Units of Phase Two.

5. Owners of Time Shares in Phase Two shall, upon annexation, automatically become Members of the Association, subject to Assessments, and shall have voting rights commencing on the date that Assessments are levied against Owners in that Phase, all as provided in the Declaration.

6. In accordance with the provisions of subarticle 2.7 of the Declaration, Owners of Time Shares in Phase Two shall have the right to reserve, use, and occupy Time Share Units in both Phase One and Phase Two, subject to the requirements and limitations set forth in Article II of the Declaration, and Owners of Time Shares in Phase One shall have the same rights as to the Time Share Units of both Phase One and Phase Two.

7. Regular and Special Assessments shall be levied against each Time Share in Phase Two as provided in Article V of the Declaration.

8. Declarant expressly reserves the right at any time prior to conveyance of a Time Share in Phase Two, to withdraw Phase Two from the Project, from subjection to the Declaration, from the rights, powers and duties of the Association and to nullify the effect of this Declaration of Annexation.

9. No amendment, addition, change or deletion in this Declaration of Annexation shall be deemed to alter or amend the general scheme of the Project created by the Declaration, nor affect the provisions of the Declaration as covenants running with the land or as equitable servitudes.

IN WITNESS WHEREOF, Declarant has hereunto caused these presents to

be executed this 30<sup>th</sup> day of January, 1984.

DECLARANT:

HARICH TAHOE DEVELOPMENTS,  
a Nevada general partnership

Ridgewood Development, Inc.  
a Nevada corporation, general partner

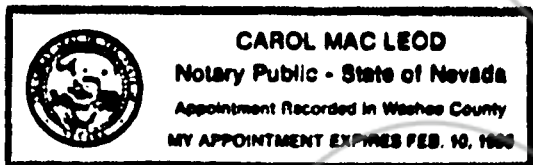
by: *[Signature]*  
its: Donald Leany  
PRESIDENT

Lakewood Developments, Inc.  
a Nevada corporation, general partner

by: *[Signature]*  
its: Leslie A. Cahon Kirk Nairne  
Executive Vice-President

SUBSCRIBED and SWORN to before me  
this 30<sup>th</sup> day of January, 1984.

*Carol MacLeod*  
Notary Public



REQUESTED BY  
*Allison Brunetti et al*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$8.00 PL  
1984 FEB 14 PM 4:39

SUZANNE BEAUDREAU  
RECORDER  
*Betty Hendon*  
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