

When recorded mail to:
Allison, MacKenzie, Hartman,
Soumbeniotis & Russell, Ltd.
P.O. Box 646
Carson City, NV 89702

DECLARATION OF ANNEXATION

OF

THE RIDGE TAHOE

PHASE SIX

THIS DECLARATION OF ANNEXATION made this 6th day of
December, 1990, by HARICH TAHOE DEVELOPMENTS, a Nevada
general partnership ("Declarant"), is made with reference to the
following facts:

RECITALS:

A. On October 29, 1981, Declarant recorded that certain
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE
TAHOE in the Official Records of Douglas County, Nevada which
Declaration has subsequently been amended such that the Fourth
Amended and Restated Declaration of Time Share Covenants, Conditions
and Restrictions for the Ridge Tahoe recorded in the Official
Records of Douglas County, Nevada, as Document No. 96758 in Book 284
at page 5202, on February 14, 1984, as amended, is the operative
version of the document ("Declaration"). The Declaration directly
affects certain Lots designated on that certain map entitled "TAHOE
VILLAGE UNIT NUMBER 3, Tenth Amended Map" recorded on September 21,
1990, as Document No. 235008 in Book 990, Page 2907, and thereafter
amended from time to time, all of the Official Records of Douglas
County, Nevada.

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B. Subarticle 8.2 of said Declaration provides that the Declarant may annex up to 132 additional Condominium Units or 6,732 Time Share Units on lots or property acquired by the Declarant which annexed property will be subject to said Declaration and subject to the rights, powers, and duties of The Ridge Tahoe Property Owners' Association ("Association").

C. By this Declaration of Annexation pursuant to Section 8.3 of the Declaration, Declarant hereby intends to cause the annexation of the forty-seven (47) units of density equaling 2,350 Time Share Intervals to be constructed on Lot 28 such that Lot 28 and the Units constructed thereon are subject to the terms and conditions of this Declaration of Annexation, the Declaration and to the rights, powers and duties of the Association, and hereby establishes Lot 28 as Phase Six of The Ridge Tahoe.

NOW THEREFORE, it is hereby declared that Lot 28 is annexed and designated as Phase Six and is subject hereto, subject to the Declaration and subject to the rights, powers and duties of the Association on the following terms and conditions:

1. The term "Residential Common Area" as defined in subarticle 1.6 of the Declaration and as used throughout the Declaration shall include the Residential Common Area in Lot 28.

2. The term "Project" as defined in subarticle 1.22 of the Declaration and as used throughout said Declaration shall include Lot 28.

3. The term "Season" as defined in subarticle 1.25 of the Declaration with respect to Lot 28 shall mean any one of two

seasons designated for that lot, being Prime Season and Swing Season, which terms shall have the following meanings:

(a) "Prime Season" means the 18 week period commencing on Check-In Time on the 21st Friday or Saturday of each Use Year and ending on Check-out Time on the 39th Friday or Saturday of each Use Year and the 19 week period commencing on Check-In Time on the 50th Friday or Saturday of each Use Year and ending on Check-Out Time on the 17th Friday or Saturday of each Use year.

(b) "Swing Season" means the 11 week period commencing on Check-In Time on the 39th Friday or Saturday of each Use Year and ending on Check-Out Time on the 50th Friday or Saturday of each Use Year and the 4 week period commencing on Check-In Time on the 17th Friday or Saturday of each Use Year and ending on Check-Out Time on the 21st Friday or Saturday of each Year.

4. The term "Time Share" as defined in subarticle 1.27 of the Declaration and as used throughout the Declaration shall apply to Units in Lot 28.

5. The term "Time Share Project" as defined in subarticle 1.29 of the Declaration and as used throughout said Declaration shall include Lot 28.

6. The provisions of Article II paragraph 2.2 of the Declaration shall apply to Lot 28.

7. The easement rights granted and reserved under paragraphs 2.7 and 2.8 of the Declaration shall apply to Lot 28.

8. Owners of Time Shares in Lot 28, Phase Six, shall have the right to reserve, use, and occupy only Time Share Units in Lot 28 subject to the requirements and limitations set forth in

Article II of the Declaration. Owners of Time Shares in Phase One, Phase Two, Phase Three, Phase Four and Phase Five shall not be entitled to reserve, use or occupy Time Share Units in Phase Six. Owners of Time Shares in Phase Six shall not be entitled to reserve, use, or occupy Time Share Units in Phase One, Phase Two, Phase Three, Phase Four or Phase Five.

9. The provisions of Article II paragraph 2.4 of the Declaration shall apply to Time Share Units on Lot 28.

10. There shall be one designation of "Unit Type" conveyed in Lot 28, namely a Two Bedroom Unit. "Two Bedroom Unit" shall mean one of the forty-seven (47) Units designated as Two Bedroom Units on Lot 28.

11. The physical configurations of the Units, i.e. wall locations, door locations and floor plans, may not be altered by Declarant nor by any Owner.

12. Owners of Time Shares in Lot 28, upon annexation, automatically become Members of the Association, and shall have voting rights commencing on the date that Assessments are levied against Owners on Lot 28, all as provided in Article II of the Declaration.

13. Owners of Time Shares in Lot 28, shall upon annexation be subject to assessments as provided in Article V of the Declaration.

14. Owners will be entitled to membership cards, in accordance with the Declaration, Articles of Incorporation, ByLaws, Rules and Regulations.

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15. Priority in requests for reservations shall be given as follows:

- a. Multiple week owners;
- b. Single week owners.

Requests for consecutive weeks usage shall have priority over requests for single weeks usage and requests for split week usage shall have last priority.

16. Any transfer of an interest in Lot 28 which is intended to or does convey a legal or beneficial interest in Lot 28 without the right to occupy a unit or which is intended to or does convey an interest only in the right to use of the common area shall be void. The Association shall have the right to review any and all partnership agreements, trust agreements, corporate articles of incorporation and ByLaws or cotenancy agreements of any owner or intended owner.

17. If any provision of this Declaration, or any section, sentence, clause, phrase or word or the application thereof in any circumstances, shall be held invalid, the validity of the remainder of this Declaration and of the application of the provision, sentence, clause, phrase or word under any other circumstances shall not be affected thereby. To the extent that any definition herein anticipates the recordation of a condominium map on Lot 28, such definition shall apply upon recordation of a condominium map.

18. All the provisions hereof shall constitute covenants running with the land, and equitable servitudes and liens, and shall be binding upon and for the benefit of Declarant and each such interest conveyed, as that term is herein defined and upon and for

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the benefit of all parties having or acquiring any right, title, interest or estate in Lot 28, including without limitation the heirs, executors, administrators, successors and assigns of any such parties and all subsequent owners and lessees of all or any part of Lot 28.

19. The property hereby annexed may be de-annexed by the Declarant at any time before a Time Share in Lot 28 is conveyed. Declarant shall record a Declaration of De-annexation to effect any de-annexation.

20. The provisions of this Declaration of Annexation shall be construed with respect to Lot 28 to control to the extent that there are specific provisions herein contradictory to or inconsistent with the Declaration. Where there is no provision herein, the Declaration shall govern. Failure to include specific provisions of the Declaration herein shall not mean they are

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excluded. This Declaration of Annexation and the Declaration should be construed to accomplish their overall intention.

21. Capitalized terms not defined herein shall have the meaning given to them in the Declaration.

DATED the day and year first above written.

DECLARANT: HARICH TAHOE DEVELOPMENTS, a Nevada general partnership

Ridgewood Development Inc.,
a Nevada corporation,
general partner

By: 
RONALD J. WILHITE, President

Lakewood Development Inc.,
a Nevada corporation,
general partner

By: 
RONALD J. WILHITE, President

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On this 6th day of December, 1990, personally appeared before me, a notary public, RONALD J. WILHITE, who acknowledged to me that he is the President of RIDGEWOOD DEVELOPMENT INC., a Nevada corporation and general partner of HARICH TAHOE DEVELOPMENTS, a Nevada general partnership, and who acknowledged to me that he executed the foregoing Declaration of Annexation of The Ridge Tahoe Phase Six on behalf of said partnership.

 **KAREN FINDLEY**
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JAN. 10, 1993

Karen Findley - Echols
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On this 6th day of December, 1990, personally appeared before me, a notary public, RONALD J. WILHITE, who acknowledged to me that he is the President of LAKEWOOD DEVELOPMENT INC., a Nevada Corporation and general partner of HARICH TAHOE DEVELOPMENTS, a Nevada general partnership, and who acknowledged to me that he executed the foregoing Declaration of Annexation of The Ridge Tahoe Phase Six on behalf of said partnership.

 **KAREN FINDLEY**
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JAN. 10, 1993

Karen Findley - Echols
NOTARY PUBLIC

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REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE SEABEAU
RECORDER

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