When recorded mail to: Allison, MacKenzie, Hartman, Soumbeniotis & Russell, Ltd. P.O. Box 646 Carson City, NV 89702 APN 42-250-48

# **AMENDED**

#### DECLARATION OF ANNEXATION

<u>of</u>

### THE RIDGE TAHOE

### PHASE SIX

this amended declaration of annexation made this 24#/day of February, 1992, 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, (Tenth Amended Map), and thereafter amended from time to time, all in the Official Records of Douglas County, Nevada.

- B. Subarticle 8.2 of said Declaration provides that the Declarant may annex additional Condominium Units or 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 Declaration of Annexation of the Ridge Tahoe Phase Six made pursuant to Section 8.3 of the Declaration, dated December 6, 1990, recorded December 18, 1990, in Book 1290, at Page 2366, as Document No. 241238, caused the annexation of the forty-seven (47) units of density equalling 2,397 Time Share Intervals to be constructed on Lot 28 as shown on the Tenth Amended Map 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 establishes Lot 28 as Phase Six of The Ridge Tahoe.
- D. By the Twelfth Amended Map of Tahoe Village Unit No. 3, recorded March 29, 1991, in Book 391, at Page 4114, as Document No. 247640, an additional three (3) units of density were added to Lot 28, making a total of fifty (50) units of density which represents 2,550 Time Share Intervals.

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- E. Tahoe Village Unit Number 3 Thirteenth Amended Map was recorded December 31, 1991, as Document Number 268097 (rerecorded as Document Number 269053), to create fifty (50) condominium units on Lot 28.
- F. Declarant by this Amended Declaration wishes to amend said Declaration of Annexation to reflect the addition of the three (3) units of density to the forty-seven (47) previously annexed reflecting a total of fifty (50) units of density equalling a total of 2,550 Time Share Intervals on Lot 28 and to reflect the map amendments affecting Lot 28.

NOW THEREFORE, it is hereby declared that Lot 28 as shown on the Tahoe Village Unit No. 3 Thirteenth Amended Map recorded on December 31, 1991, as Document Number 268097 (rerecorded as Document No. 269053), is annexed and designated as Phase Six with a total of 2,550 Time Share Interval interests therein (Lot 28) 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.

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- 3. The term "Season" as defined in subarticle 1.25 of the Declaration with respect to Lot 28 shall have no meaning for that lot. There shall be only one season.
- 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 fifty (50) Units designated as Two Bedroom Units on Lot 28 as shown on the Thirteenth Amended Map of Tahoe Village Unit Number 3, recorded December 31, 1991 as Document Number 268097 (rerecorded as Document Number 269053).

- 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 provided in Article V of the Declaration.
- 14. Owners will be entitled to membership cards, in accordance with the Declaration, and Association Articles of Incorporation, Bylaws, and Rules and Regulations, as such are amended from time to time.
- 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.

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- 16. 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.
- 17. 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 Time Share interest conveyed, as that term is herein defined and upon and for 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.
- 18. 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.
- 19. 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

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

20. 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

By: RIDGEWOOD DEVELOPMENT INC., a Nevada corporation, General Partner

ROBERT W. DUNBAR,

Treasurer

By: LAKEWOOD DEVELOPMENT INC., a Nevada corporation, General Partner

> ROBERT W. DUNBAR, Treasurer

STATE OF NEVADA )
: ss.
COUNTY OF DOUGLAS )

on this day of February, 1992, personally appeared before me, a notary public, ROBERT W. DUNBAR, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he is the Treasurer of RIDGEWOOD DEVELOPMENT INC., a Nevada corporation, general partner of HARICH TAHOE DEVELOPMENTS, a Nevada

. . .

general partnership, and who further acknowledged to me.that he executed the foregoing instrument on behalf of said corporation as general partner.



NOTARY PUBLIC

STATE OF NEVADA SS. COUNTY OF DOUGLAS

Februain On this 24 day of 1992, personally appeared before me, a notary public, ROBERT W. DUNBAR, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he DEVELOPMENT is of LAKEWOOD the Treasurer INC.. corporation, general partner of HARICH TAHOE DEVELOPMENTS, a Nevada general partnership, and who further acknowledged to me that he executed the foregoing instrument on behalf of said corporation as general partner.



REQUESTED BY STEWART TITLE OF BOUGLAS CHON'S IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

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