

When recorded mail to:
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Soumbeniotis & Russell, Ltd.
P.O. Box 646
Carson City, NV 89702
APN 42-010-40

DECLARATION OF ANNEXATION

OF

THE RIDGE TAHOE

PHASE SEVEN

THIS DECLARATION OF ANNEXATION OF THE RIDGE TAHOE PHASE SEVEN made this 15th day of February, 1995, 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 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. Tahoe Village Unit Number 3 Fourteenth Amended Map was recorded April 1, 1994, as Document Number 333985 (Fourteenth Amended Map), creating a Lot 42 (Lot 42) with forty eight (48) condominium units on it.

D. Declarant by this Declaration of Annexation desires to annex Lot 42 with its forty-eight (48) condominium units equalling a total of 2,448 Time Share Intervals and to reflect the map amendments creating Lot 42.

NOW THEREFORE, it is hereby declared that Lot 42 as shown on the Fourteenth Amended Map, is annexed and designated as Phase Seven with a total of 2,448 Time Share Interval interests therein 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 42.

2. The term "Project" as defined in subarticle 1.22 of the Declaration and as used throughout said Declaration shall include Lot 42.

3. The term "Season" as defined in subarticle 1.25 of the Declaration with respect to Lot 42 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 42.

5. The term "Time Share Project" as defined in subarticle 1.29 of the Declaration and as used throughout said Declaration shall include Lot 42.

6. The provisions of Article II paragraph 2.2 of the Declaration shall apply to Lot 42.

7. The easement rights granted and reserved under paragraphs 2.7 and 2.8 of the Declaration shall apply to Lot 42.

8. Owners of Time Shares in Lot 42, Phase Seven, shall have the right to reserve, use, and occupy only Time Share Units in Lot 42 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, Phase Five, and Phase Six shall not be entitled to reserve, use or occupy Time Share Units in Phase Seven. Owners of Time Shares in Phase Seven shall not be entitled

to reserve, use, or occupy Time Share Units in Phase One, Phase Two, Phase Three, Phase Four, Phase Five or Phase Six.

9. The provisions of Article II paragraph 2.4 of the Declaration shall apply to Time Share Units on Lot 42.

10. There shall be one designation of "Unit Type" conveyed in Lot 42, namely a Two Bedroom Unit. "Two Bedroom Unit" shall mean one of the forty eight (48) Units designated as Two Bedroom Units on Lot 42 as shown on the Fourteenth Amended Map, regardless of floor plan or square footage. The square footage of the units varies from 1,375 to 1,640 square feet.

11. Unless required by law, 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 42, 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 42, all as provided in Article III of the Declaration.

13. Owners of Time Shares in Lot 42 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. Membership cards will not be issued to

members who are not entitled to enjoy all privileges of membership. Members shall have the burden of proof.

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 week usage and requests for split week usage shall have last priority.

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 42, 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 42.

18. The property hereby annexed may be de-annexed by the Declarant at any time before a Time Share in Lot 42 is conveyed.

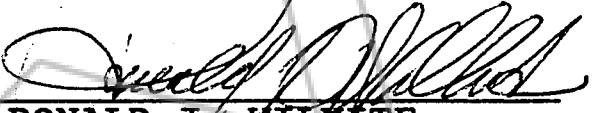
20. Capitalized terms not defined herein shall have the meaning given to them in the Declaration.

DATED the day and year first above written.

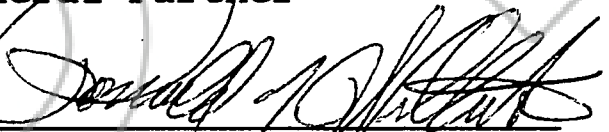
DECLARANT:

HARICH TAHOE DEVELOPMENTS,
a Nevada general partnership

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

By: 
RONALD J. WILHITE,
President

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

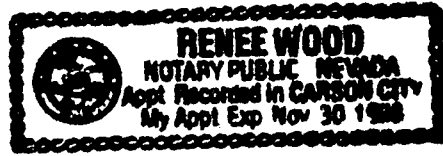
By: 
RONALD J. WILHITE,
President

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On this 15th day of February, 1994,
personally appeared before me, a notary public, RONALD J. WILHITE,
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 President 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.

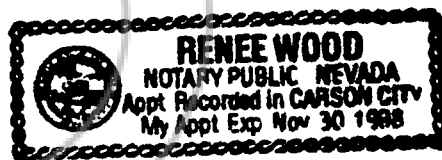
Renee Wood
NOTARY PUBLIC



STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

On this 15th day of February, 1994,
personally appeared before me, a notary public, RONALD J. WILHITE,
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 President of LAKEWOOD 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.

Renee Wood
NOTARY PUBLIC



REQUESTED BY
Alison McKenzie
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
et al

'95 APR 26 P2:08

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BK0495PG3948

LINDA SLATER
RECORDER
\$14.00 PAID [Signature] DEPUTY