

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 APR -1 PM 1:01

WERNER CHRISTEN
RECORDER

22⁰⁰ PAID *KJ* DEPUTY

ASSESSOR'S PARCEL NUMBER:
SEE LIST ATTACHED HERETO
AND MADE A PART OF THIS DOCUMENT

AFTER RECORDING MAIL TO:

Name TRENDWEST RESORTS, INC.
Address 9805 WILLOWS ROAD
City/State REDMOND, WA 98042
Attention: JO PIGG, REGISTRATION DEPT.

DOCUMENT TITLE(S): (OR TRANSACTIONS CONTAINED THEREIN)

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM – SOUTH SHORE

GRANTOR(S): (LAST NAME FIRST, THEN FIRST NAME AND INITIALS)

TRENDWEST RESORTS, INC., AN OREGON CORPORATION

ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS: I.E. LOT/BLOCK/PLAT OR SECTION/TOWNSHIP/RANGE/QUARTER)

Units 1101, 1102, 1201-1203, 1303, 2101, 2102, 2201, 2202, 3101-3103, 3201-3203, 4101-4103, 4201-4203, 4301-4303, 5101-5103, 5201-5203, 6101-6104, 6101-6204, 6301-6304, 7101-7103, 7201-7203, 7301-7303, 8101-8103, 8201-8203, 8301-8303, 9101-9104, 9201-9204, 10101-10104, 10201-10204, 10301-10304, 11101-11104, 11201-11204, 12101-12103, 12201-12203, 12301-12303, 14101-14104, 14201-14204, 14301-14304 contained within South Shore, a Nevada condominium project

NOTE: *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

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Tax #	Item/Bldg #	Unit #	Addresses
1318-15-810-001	Common Area	11.34 Acres	
1318-15-810-002	Check-in Bldg		178 Elks Point Rd.
1318-15-810-003	Laundry/Maint. Bldg.		156 Elks Point Rd.
1318-15-811-000	Bldg. 1 Common Area		150 Elks Point Rd.
1318-15-811-001	Bldg. 1	1101	
1318-15-811-002	Bldg. 1	1102	
1318-15-811-003	Bldg. 1	1201	
1318-15-811-004	Bldg. 1	1202	
1318-15-811-005	Bldg. 1	1203	
1318-15-811-006	Bldg. 1	1303	
1318-15-812-000	Bldg. 2 Common Area		152 Elks Point Rd.
1318-15-812-001	Bldg. 2	2101	
1318-15-812-002	Bldg. 2	2102	
1318-15-812-003	Bldg. 2	2201	
1318-15-812-004	Bldg. 2	2202	
1318-15-813-000	Bldg. 3 Common Area		154 Elks Point Rd.
1318-15-813-001	Bldg. 3	3101	
1318-15-813-002	Bldg. 3	3102	
1318-15-813-003	Bldg. 3	3103	
1318-15-813-004	Bldg. 3	3201	
1318-15-813-005	Bldg. 3	3202	
1318-15-813-006	Bldg. 3	3203	
1318-15-814-000	Bldg. 4 Common Area		158 Elks Point Rd.
1318-15-814-001	Bldg. 4	4101	
1318-15-814-002	Bldg. 4	4102	
1318-15-814-003	Bldg. 4	4103	
1318-15-814-004	Bldg. 4	4201	
1318-15-814-005	Bldg. 4	4202	
1318-15-814-006	Bldg. 4	4203	
1318-15-814-007	Bldg. 4	4301	
1318-15-814-008	Bldg. 4	4302	
1318-15-814-009	Bldg. 4	4303	
1318-15-815-000	Bldg. 5 Common Area		160 Elks Point Rd.
1318-15-815-001	Bldg. 5	5101	
1318-15-815-002	Bldg. 5	5102	
1318-15-815-003	Bldg. 5	5103	
1318-15-815-004	Bldg. 5	5201	
1318-15-815-005	Bldg. 5	5202	
1318-15-815-006	Bldg. 5	5203	

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Tax #	Item/Bldg #	Unit #	Addresses
1318-15-816-000	Bldg. 6 Common Area		162 Elks Point Rd.
1318-15-816-001	Bldg. 6	6101	
1318-15-816-002	Bldg. 6	6102	
1318-15-816-003	Bldg. 6	6103	
1318-15-816-004	Bldg. 6	6104	
1318-15-816-005	Bldg. 6	6201	
1318-15-816-006	Bldg. 6	6202	
1318-15-816-007	Bldg. 6	6203	
1318-15-816-008	Bldg. 6	6204	
1318-15-816-009	Bldg. 6	6301	
1318-15-816-010	Bldg. 6	6302	
1318-15-816-011	Bldg. 6	6303	
1318-15-816-012	Bldg. 6	6304	
1318-15-817-000	Bldg. 7 Common Area		164 Elks Point Rd.
1318-15-817-001	Bldg. 7	7101	
1318-15-817-002	Bldg. 7	7102	
1318-15-817-003	Bldg. 7	7103	
1318-15-817-004	Bldg. 7	7201	
1318-15-817-005	Bldg. 7	7202	
1318-15-817-006	Bldg. 7	7203	
1318-15-817-007	Bldg. 7	7301	
1318-15-817-008	Bldg. 7	7302	
1318-15-817-009	Bldg. 7	7303	
1318-15-818-000	Bldg. 8 Common Area		166 Elks Point Rd.
1318-15-818-001	Bldg. 8	8101	
1318-15-818-002	Bldg. 8	8102	
1318-15-818-003	Bldg. 8	8103	
1318-15-818-004	Bldg. 8	8201	
1318-15-818-005	Bldg. 8	8202	
1318-15-818-006	Bldg. 8	8203	
1318-15-818-007	Bldg. 8	8301	
1318-15-818-008	Bldg. 8	8302	
1318-15-818-009	Bldg. 8	8303	
1318-15-819-000	Bldg. 9 Common Area		168 Elks Point Rd.
1318-15-819-001	Bldg. 9	9101	
1318-15-819-002	Bldg. 9	9102	
1318-15-819-003	Bldg. 9	9103	
1318-15-819-004	Bldg. 9	9104	
1318-15-819-005	Bldg. 9	9201	
1318-15-819-006	Bldg. 9	9202	
1318-15-819-007	Bldg. 9	9203	
1318-15-819-008	Bldg. 9	9204	

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Tax #	Item/Bldg #	Unit #	Addresses
1318-15-820-000	Bldg. 10 Common Area		170 Elks Point Rd.
1318-15-820-001	Bldg. 10	10101	
1318-15-820-002	Bldg. 10	10102	
1318-15-820-003	Bldg. 10	10103	
1318-15-820-004	Bldg. 10	10104	
1318-15-820-005	Bldg. 10	10201	
1318-15-820-006	Bldg. 10	10202	
1318-15-820-007	Bldg. 10	10203	
1318-15-820-008	Bldg. 10	10204	
1318-15-820-009	Bldg. 10	10301	
1318-15-820-010	Bldg. 10	10302	
1318-15-820-011	Bldg. 10	10303	
1318-15-820-012	Bldg. 10	10304	
1318-15-821-000	Bldg. 11 Common Area		172 Elks Point Rd.
1318-15-821-001	Bldg. 11	11101	
1318-15-821-002	Bldg. 11	11102	
1318-15-821-003	Bldg. 11	11103	
1318-15-821-004	Bldg. 11	11104	
1318-15-821-005	Bldg. 11	11201	
1318-15-821-006	Bldg. 11	11202	
1318-15-821-007	Bldg. 11	11203	
1318-15-821-008	Bldg. 11	11204	
1318-15-822-000	Bldg. 12 Common Area		174 Elks Point Rd.
1318-15-822-001	Bldg. 12	12101	
1318-15-822-002	Bldg. 12	12102	
1318-15-822-003	Bldg. 12	12103	
1318-15-822-004	Bldg. 12	12201	
1318-15-822-005	Bldg. 12	12202	
1318-15-822-006	Bldg. 12	12203	
1318-15-822-007	Bldg. 12	12301	
1318-15-822-008	Bldg. 12	12302	
1318-15-822-009	Bldg. 12	12303	
1318-15-823-000	Bldg. 14 Common Area		176 Elks Point Rd.
1318-15-823-001	Bldg. 14	14101	
1318-15-823-002	Bldg. 14	14102	
1318-15-823-003	Bldg. 14	14103	
1318-15-823-004	Bldg. 14	14104	
1318-15-823-005	Bldg. 14	14201	
1318-15-823-006	Bldg. 14	14202	
1318-15-823-007	Bldg. 14	14203	
1318-15-823-008	Bldg. 14	14204	
1318-15-823-009	Bldg. 14	14301	
1318-15-823-010	Bldg. 14	14302	
1318-15-823-011	Bldg. 14	14303	
1318-15-823-012	Bldg. 14	14304	

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When recorded, return to:

Trendwest Resorts, Inc.
9805 Willows Road
Redmond, WA 98052
ATTN: Jo Pigg, Registration Dept.

**FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
SOUTH SHORE**

THIS FIRST AMENDMENT to Declaration of Condominium South Shore ("First Amendment") is executed pursuant to the provisions of Chapter 119A, as amended, Nevada Revised Statutes ("NRS").

1. RECITALS:

1.1. On December 5, 2002, Declarant recorded with the County Recorder for Douglas County, Nevada in Book 1202 Page 02216, document No. 0559873, the Declaration of Condominium South Shore ("Condominium Declaration") covering the real property and improvements situated in Douglas County, Nevada ("Project"), and more particularly described in Exhibit "A" attached thereto.

A. Pursuant to Section 21.3 of the Condominium Declaration, Declarant reserved the right to unilaterally amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration. Declarant desires to amend the Condominium Declaration to satisfy a condition precedent for approval by the California Department of Real Estate of the Residence Club Declaration. Accordingly, Declarant hereby exercises its unilateral right to amend the Residence Club Declaration.

NOW, THEREFORE, Declarant hereby unilaterally amends the Residence Club Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Residence Club Declaration. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

2. Section 9.3 is amended as follows:

Declarant hereby reserves the right to modify the Common Elements, at its sole cost and expense, including, without limitation, reducing or relocating parking

spaces, adding additional recreational and service facilities and making such other changes as Declarant, in its sole judgment, determines to be beneficial to the Project and made with proper governmental approval. Such right is conditioned upon the modification not resulting in a reduction of the Common Elements as described in the public offering statement or if a Common Element is replaced by another Common Element it is of similar quality.

3. Section 9.4 is amended as follows:

Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project or any other development of Declarant or any affiliate of Declarant, and models in any of the Units or on the Common Elements or other areas of the Project including lobbies and recreational areas. Declarant may relocate sales offices, management offices and models to other Units, Common Elements, or other locations within the Project at any time. Declarant's right to use lobbies, recreational areas and Common Elements for purposes other than to provide goods and services to the Owners and their guests shall be expressly conditioned upon a written agreement with the Condominium Association that includes a provision for the payment to the Condominium Association for the use of such areas. No person or entity other than the Declarant and/or its duly appointed affiliates, successors, agents or assigns, shall have the right to market or sell Units, or interests therein or portions thereof, on the Property while Project is under Declarant's control.

4. Section 21.2 is amended as follows:

The Declarant alone may amend or terminate this Condominium Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Condominium Declaration to the contrary, this Condominium Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Condominium Declaration; provided, however, any such amendment shall not materially adversely affect the title to any Unit unless any such Owner shall consent thereto in writing.

5. Section 21.3 is amended as follows:

Anything in this Section or this Condominium Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Condominium Declaration to such extent and with such language as may be requested by Douglas County, a State Department of Real Estate and any other regulatory agency, and to further amend to the extent requested by any other state or local governmental agency which requests such an amendment as a

condition precedent to such agency's approval of this Condominium Declaration. Any such amendment shall be effected by the recordation by Declarant of an Amendment in the Office of the County Recorder for Douglas County, Nevada, duly signed by or on behalf of the members, authorized agents, or authorized officers of Declarant, as applicable, with their signatures acknowledged, specifying the state or local governmental agency and setting forth the amendatory language requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an Amendment, and such Amendment, when recorded, shall be binding upon all of the Project and all persons having an interest therein. It is the desire of Declarant to retain control of the Condominium Association and its activities during the anticipated period of planning and development. If any Amendment requested pursuant to the provisions of this Section deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Condominium Declaration to restore such control.

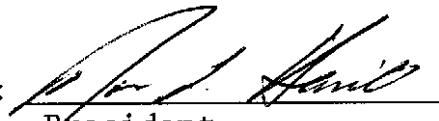
6. Governing Law. This First Amendment shall be governed by and construed according to the laws of the State of Nevada.

7. Residence Club Declaration. This First Amendment shall be considered supplemental to the Residence Club Declaration. Except as expressly amended by the foregoing, the Residence Club Declaration shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this First Amendment.

8. Authority. Declarant hereby certifies that Declarant may execute this First Amendment without the consent or signature of any other party or Owner as provided in Section 21.3 of the Condominium Declaration. Moreover, Declarant represents, warrants and covenants that it has the full power, right and authority to execute and deliver this First Amendment.

IN WITNESS WHEREOF, this First Amendment is hereby executed this 2nd day of February, 2004.

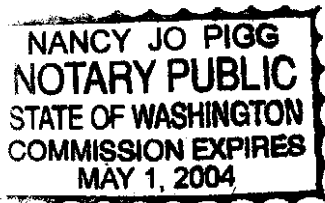
TRENDWEST RESORTS, INC.
an Oregon corporation

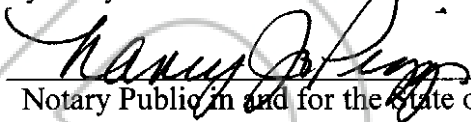
By: 
Its: President
Donald L. Harrill

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 2nd day of February, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donald L. Harrill to me known to be the President of Trendwest Resorts, Inc., an Oregon corporation, the corporatin that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath, stated that he is authorized to execute the said instrument.

Witness my hand and official seal affixed the day and year first above written.





Notary Public in and for the State of Washington
Residing at Tacoma
My appointment expires: May 1, 2004

EXHIBIT "A"

All that certain parcel of land situated in and being a portion of the Southwest Quarter of Section 15, in Township 13 North, Range 18 East, M.D.B. & M., Douglas County, Nevada described as follows:

Parcel D as set forth in that certain parcel map for ROUND HILL, LTD., filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 20, 1979 in Book 979, Page 1667, as Document No. 36918.



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