

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 APR -1 PM 1:02

WERNER CHRISTEN  
RECORDER

\$22<sup>50</sup> 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 COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR THE RESIDENCE CLUB AT 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 7101-7103, 7201-7203, 7301-7303, 8101-8103, 8201-8203, 8301-8303, 9101-9104,  
9201-9204, 10101-10104, 10201-10204, 10301-10304, 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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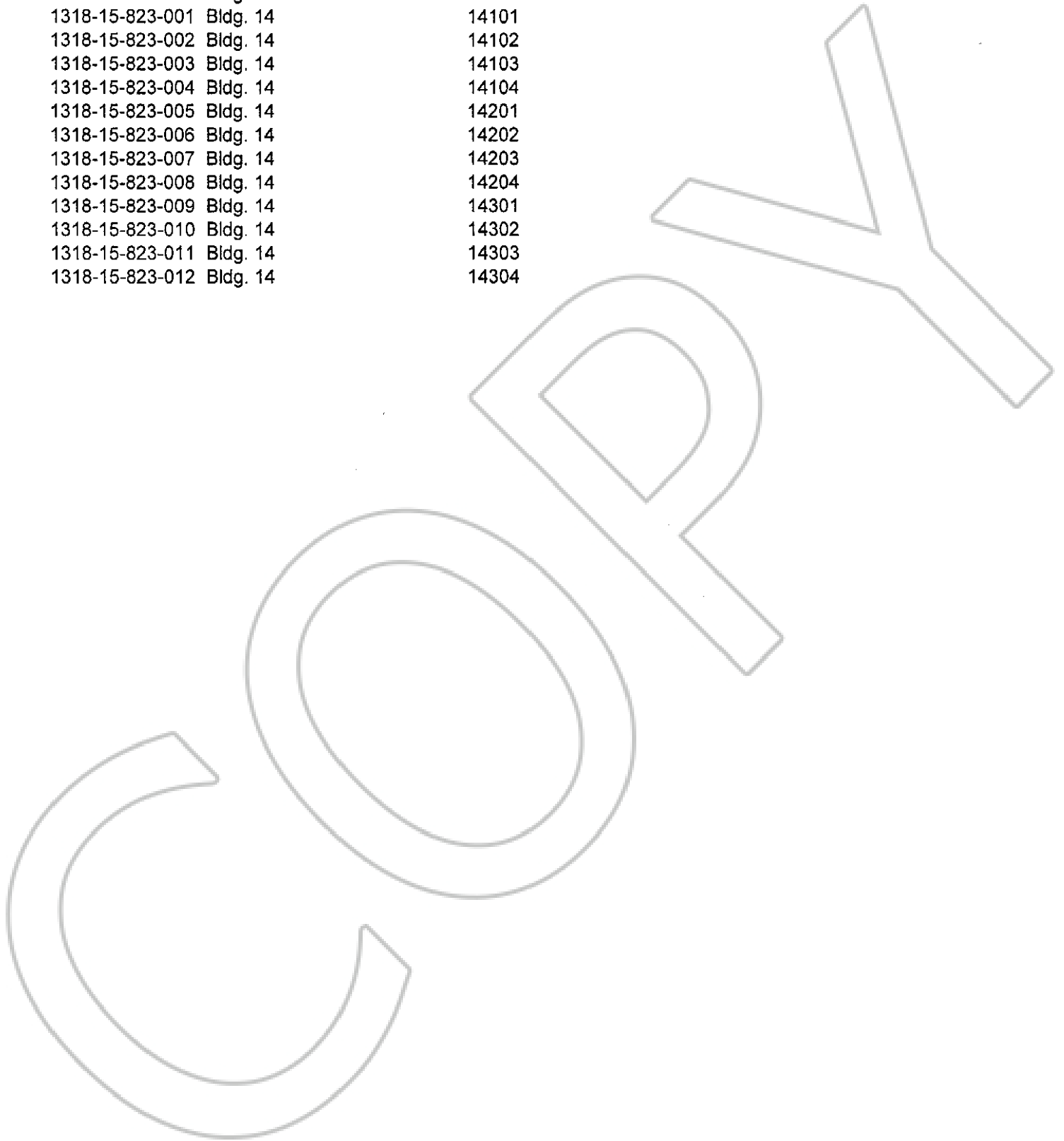
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Tax #	Item/Bldg #	Unit #	Addresses
1318-15-817-000	Bldg. 7 Common Area		164 Elks Point Rd.
1318-15-817-001	Bldg. 7	7101	
1318-15-817-002	Bldg. 7	7102	
1318-15-817-003	Bldg. 7	7103	
1318-15-817-004	Bldg. 7	7201	
1318-15-817-005	Bldg. 7	7202	
1318-15-817-006	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	
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	
1318-15-822-000	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	

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<b>Tax #</b>	<b>Item/Bldg #</b>	<b>Unit #</b>	<b>Addresses</b>
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 COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR THE  
RESIDENCE CLUB AT SOUTH SHORE**

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions, Easements and Restrictions for the Residence Club at 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, Developer recorded with the County Recorder for Douglas County, Nevada in Book 1202 Page 02217, document No. 0559874, the Declaration of Covenants, Easements, Restrictions for the Residence Club at South Shore ("Residence Club 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 18.3 of the Residence Club Declaration, Developer 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. Developer desires to amend the Residence Club Declaration to satisfy a condition precedent for approval by the California Department of Real Estate of the Residence Club Declaration. Accordingly, Developer hereby exercises its unilateral right to amend the Residence Club Declaration.

NOW, THEREFORE, Developer 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 14.3 is amended as follows:

The Association shall withhold one week of use of each Residence Club Unit each year, pursuant to the Occupancy Schedule set forth in Exhibit "B" and described in Exhibit "C" as Item 5, for the exclusive purpose of refurbishment and maintenance as described in this Declaration.

3. Section 15 is amended as follows:

The Board shall obtain and maintain at all times insurance of such types and kinds as is customarily carried with respect to fractional projects similar in use to the Residence Club, including personal liability, property damage, fidelity and other similar policies as set forth in NRS 119A.570, but shall not be obligated to obtain any coverage which would duplicate or overlap to a significant degree with the insurance coverage the Condominium Executive Board obtains on the Project and the Units. Specifically, the Board shall obtain fidelity bonding of the Manager and other employees of the Association having control of, or access to, the funds of the Association with loss coverage ordinarily not less than the maximum amount of funds of the Association over which the principal(s) under the bond may reasonably be expected to have control or access to at any time. In addition, the Board shall obtain insurance on the Furnishings in an amount not less than 80 percent (80%) of the full replacement value of the property. The Association shall be named as a co-insured on the policy covering the Furnishings.

4. Section 16 is amended as follows:

16.1 Each Owner hereby irrevocably constitutes and appoints the Condominium Executive Board as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the improvements on the Common Elements upon damage or destruction or a complete or partial taking as provided in the Condominium Declaration. Acceptance by any Owner of a deed or other instrument of conveyance from the Developer shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Condominium Executive Board shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Condominium Executive Board as attorney-in-fact. All insurance proceeds shall be payable to the Condominium Association except as otherwise provided in the Condominium Declaration or this Residence Club Declaration.

16.2 Any portion of the Furnishings which is damaged or destroyed shall be repaired or replaced promptly by the Association unless any of the following apply:

16.2.1 The Declaration is terminated pursuant to Section 18;

16.2.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

16.2.3 Eighty percent (80%) of the Owners vote not to rebuild.

16.3 The cost of repair or replacement in excess of insurance proceeds and reserves are Residence Club Expenses.

16.4 If the entire Project is not repaired or replaced, the proceeds attributable to the damaged Furnishings, shall be used to replace or repair the damaged Furnishings.

16.4.1 The proceeds attributable to Furnishings in Units that are not rebuilt must be distributed to the Residence Club Owners of those Residence Club Units to which those Furnishings were allocated, as their interests may appear; and

16.4.2 The remainder of the proceeds must be distributed to all Residence Club Owners in proportion to the interests of all the Residence Club Units in the Furnishings.

5. Section 18.2 is amended as follows:

Developer alone may amend or terminate this Declaration prior to the closing of a sale of the first Fractional Interest. Notwithstanding anything contained in this Declaration to the contrary, Developer may unilaterally amend this Declaration at any time and from time to time 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 Residence Club Units or Fractional Interests subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Fractional Interest unless any such Owner shall consent thereto in writing.

6. Section 18.3 is amended as follows:

Anything in this Section or this Declaration to the contrary notwithstanding, Developer reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by any state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration. Any such Amendment shall be effected by the recordation by Developer 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 Developer, as applicable, with their signatures acknowledged, specifying the state or local governmental

agency requesting the Amendment 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 Residence Club and all persons having an interest therein.

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

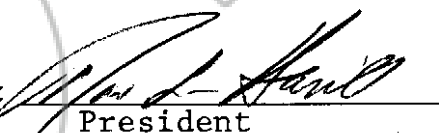
8. Residence Club Declaration. This First Amendment shall be considered supplemental to the Residence Club Declaration. Except as expressly amended by the foregoing, the Residence Club Declaration shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the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

9. Authority. Developer hereby certifies that Developer may execute this First Amendment without the consent or signature of any other party or Owner as provided in Section 18.3 of the Residence Club Declaration. Moreover, Developer 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:

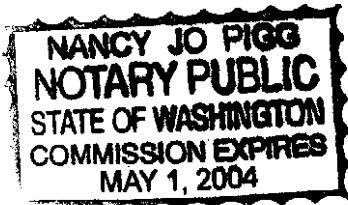
  
\_\_\_\_\_  
President

Donald L. Harrill

STATE OF WASHINGTON    )  
                                  )ss  
COUNTY OF KING        )

On this 2<sup>nd</sup> 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 corporation 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.



*Nancy Jo Pigg*  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at Tacoma  
My appointment expires: May 1, 2004



**EXHIBIT "A"**

Units 7101, 7102, 7103, 7201, 7202, 7203, 7301, 7302, 7303, 8101, 8102, 8103, 8201, 8202, 8203, 8301, 8302, 8303, 9101, 9102, 9103, 9104, 9201, 9202, 9203, 9204, 10101, 10102, 10103, 10104, 10201, 10202, 10203, 10204, 10301, 10302, 10303, 10304, 12101, 12102, 12103, 12201, 12202, 12203, 12301, 12302, 12303, 14101, 14102, 14103, 14104, 14201, 14202, 14203, 14204, 14301, 14302, 14303, 14304 as established and described in that certain Declaration of Condominium – South Shore recorded on December 2, 2002, in Book 1202, at Page 2182 as Document No. 559873, as amended from time to time; and the accompanying Final Map #01-026 and Condominium Plat of South Shore, a Commercial Subdivision recorded on December 5, 2002 in Book 1202 at Page 2181 as Document No. 559872 in the office of the County Recorder for Douglas County, State of Nevada, together with the undivided interest in the Common Elements allocated to said Units.