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A.P.N. 0000-21-280-110

/ 420-07-7/4-006

When recorded mail to:
Sandra G. Lawrence
Dyer, Lawrence, Penrose,
Flaherty & Donaldson
2805 Mountain St.
Carson City, NV 89703

Grantees'/Declarants' Address:

Rick Stephenson, President Chris Greenman, Secretary Sunridge Office Park Association 1104 North Division Street Carson City, NV 89703 DOC # 0691044

12/19/2006 08:41 AM Deputy: CF
OFFICIAL RECORD
Requested By:
DYER LAWRENCE PENROSE

FLAHERTY ET AL Douglas County - NV Werner Christen - Recorder

Page: 1 Of 7 Fee: 45.00 BK-1206 PG-6724 RPTT: 0.00



☆The undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030

☐ The undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law:

FIRST AMENDMENT

TO

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

**FOR** 

SUNRIDGE OFFICE PARK

Dated January 4, 1996

First Amendment to Declaration of Covenants, Conditions and Restrictions for Sunridge Office Park

## FIRST AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SUNRIDGE OFFICE PARK

This First Amendment to the Declarations of Covenants, Conditions and Restrictions of the Sunridge Office Park (herein the "CCR's) is made this 15 day of Decamber, 2006, by the Sunridge Office Park Association, A Nevada Non-Profit Corporation. See Exhibit "A" (legal description) attached hereto and by reference made a part hereof. The following Articles of the CCR's are amended as follows:

Article III section 3.03 of the Declaration of Covenants, Conditions and Restrictions for Sunridge Office Park dated January 4, 1996, is hereby amended to read:

Membership Rights. Only Owners shall be Members of the Association. 3.03 Each Owner shall automatically be a member of the Association without the necessity of any further action on his part, and Association membership shall be appurtenant to and shall run with the property interest, ownership of which qualifies the Owner thereof to membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to the property interest, ownership of which qualifies the Owner thereof to membership, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

Each Owner shall have an undivided interest in the Association, the share of Common Area and share of Common Expense liability in the Association is based approximately upon the maximum square footage of interior space permitted on the Owner's Building Site, Unit or Combined Units (Units 6, 7, and 8). The Allocation of Votes for Unit Nos. 1-5 is based on an agreement by the Owners of Unit Nos. 1-5 and the Owner of combined Unit Nos. 6, 7, 8. The votes for combined Unit Nos. 6, 7, and 8 comprise the remaining votes for a total of 100 votes, representing 100% ownership of the units in the park. The Allocation of Votes is disproportionate to the maximum square footage of 57,465 so that the votes of the Owners of Units 1-5 are not diluted. This is consideration for the Association granting a variance to the Owners of Combined Unit Nos. 6, 7, and 8 to build a larger building than contemplated under the original site map attached to the Declaration of Covenants, Conditions and Restrictions for Sunridge Office Park dated January 4, 1996.

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III

First Amendment to Declaration of Covenants. Conditions and Restrictions for Sunridge Office Park

The allocated interests of each Building Site or Unit or Combined Unit (Unit Nos. 6, 7, and 8) and the maximum square footage of interior space permitted thereon, is as follows:

Unit No.	Percentage Share Common Area	of Percentage Share Common Expenses	of Votes in the Association	Maximum Sq. Footage
1	5%	5%	_10	3,000
2	5%	5%	10	3,000
3	5%	5%	10	3,000
4	5%	5%	10	3,000
5	11%	11%	20	6,000
6, 7, 8	69%	69%	40	39,465
			_ \	
8	100%	100%	100	57,465

All the votes corresponding to any single Unit, Combined Unit Nos. 6, 7 and 8, or Building Site must be voted together and may not be split by the Owner.

\*\*\*\*

Article III section 3.05 of the Declaration of Covenants, Conditions and Restrictions for Sunridge Office Park dated January 4, 1996, is hereby amended to read:

3.05 <u>Meetings of Members</u>. The Association shall hold an annual regular meeting of the Members of the Association on the first Saturday in June of each year at 10:00 o'clock a.m., at the principal office of the Association. Said annual regular meeting may be held at such other reasonable place or time (not more than thirty [30] days before or after the aforesaid date) as may be designated by notice of the Board given to the Members not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said regular meeting.

Special Meetings. Special meetings of the Members may be called at any reasonable time and place by notice of the Board or by notice by two or more Members having twenty percent (20%) of the total votes, delivered not less than ten (10) or mailed not less than fifteen (15) days prior to the date fixed for said special meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as their address appears on the books of the Association and shall state the time and place of the meeting, the items on the agenda, and any budgeting changes and any proposal to remove an office or member of the Board.

Quorums. The presence at any meeting, in person or by proxy, of two or more Members entitled to vote at least twenty percent (20%) of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48)

First Amendment to Declaration of Covenants, Conditions and Restrictions for Sunridge Office Park

Total

hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be the Members entitled to vote fifteen percent (15%) of the total votes, provided more than one Owner is represented and votes at such a meeting.

The Chairman of the Board of Directors, or in his absence the Vice-Chairman, shall call meetings of Members to order and act as chairman of such meetings. In the absence of both of said officers, any Member entitled to vote thereafter or any proxy of any such Member may call the meeting to order, and a chairman of the meeting shall be elected. The Secretary of the Association, or in his absence the Assistant Secretary, shall act as secretary of the meeting. In the absence of both the Secretary and the Assistant Secretary, a secretary shall be selected in the manned aforesaid for selecting a chairman of the meeting.

Except as provided otherwise in the Declaration including in Sections 3.06(e), (g), (h), 8.03 and 10.02 below, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting person or by proxy.

\* \* \* \* \*

Article VIII section 8.05 of the Declaration of Covenants, Conditions and Restrictions for Sunridge Office Park dated January 4, 1996, is hereby amended to read:

8.05 <u>Damage and Destruction</u>. In the case of destruction of or damage to Association Property by fire or other casualty:

A. Decision to Reconstruct. If the Board determines to rebuild any Property destroyed or damaged in a manner substantially the same as those which were destroyed or damaged, it shall prepare plans and obtain bids for said plans. The Board will call a special meeting where Members may, by two-thirds (2/3) of the vote cast at such meeting, elect to accept or reject the Board's plan and bids, provided more than one Member is represented in such a vote. The Board will modify its reconstruction plans until the required Membership vote is obtained.

Reconstruction of damaged or destroyed property where the winning bid to perform necessary repairs is less than \$20,000 may be performed on behalf of The Association without a vote of the Membership, provided such a decision is reached by a unanimous decision of the Board.

B. <u>Decision Not to Reconstruct</u>. If the Board determines not to rebuild any Property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the

First Amendment to Declaration of Covenants, Conditions and Restrictions for Sunridge Office Park

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PG- 6727 12/19/2006 Members, by a vote of eighty percent (80%) of the Unit Owners, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility pursuant to paragraph A of the Section 8.07.

	secuted this Declaration the day and year first
above written.	
With The	hulan
Rick Stephenson, President	Chris Greenman, Secretary
STATE OF NEVADA )	
) ss:	
CARSON CITY )	) )
On the 5 <sup>th</sup> day of <u>OECEMBER</u> , per	sonally appeared before me, a Notary Public,
Rick Stephenson, President, of the Sunridge Off	ice Park Association, personally known or
proven to me to be the persons whose names ar Amendment to the Declaration of Covenants, Con	
Park dated January 4, 1996, and who acknowledged	
04	
Sharon Coates	Commencence of the Commence of
NOTARY PUBLIC	SHARON COATES & NOTARY PUBLIC &
	STATE OF NEVADA No 98 4886.3 My Appt. Exp. Oct. 26, 2010
STATE OF NEVADA )	San
) ss:	)
CARSON CITY )	/ /
On the 15th OFLEMBER per	sonally appeared before me, a Notary Public,
Chris Greenman, Secretary, of the Sunridge Off	ice Park Association, personally known or
proven to me to be the persons whose names ar	
Amendment to the Declaration of Covenants, Con Park dated January 4, 1996, and who acknowledged	
1 ark dated failuary 4, 1990, and who acknowledged	that they executed the histrament.
Sh. Cat.	
NOTARY PUBLIC	SHARON COATES
NOTACI FUBLIC	NOTARY PUBLIC STATE OF NEVADA S

First Amendment to Declaration of Covenants, Conditions and Restrictions for Sunridge Office Park No.98-4886-3 My Appt. Exp. Oct. 26, 2010

BK- 1206 PG- 6728 12/19/2006

## EXHIBIT "A"

## DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

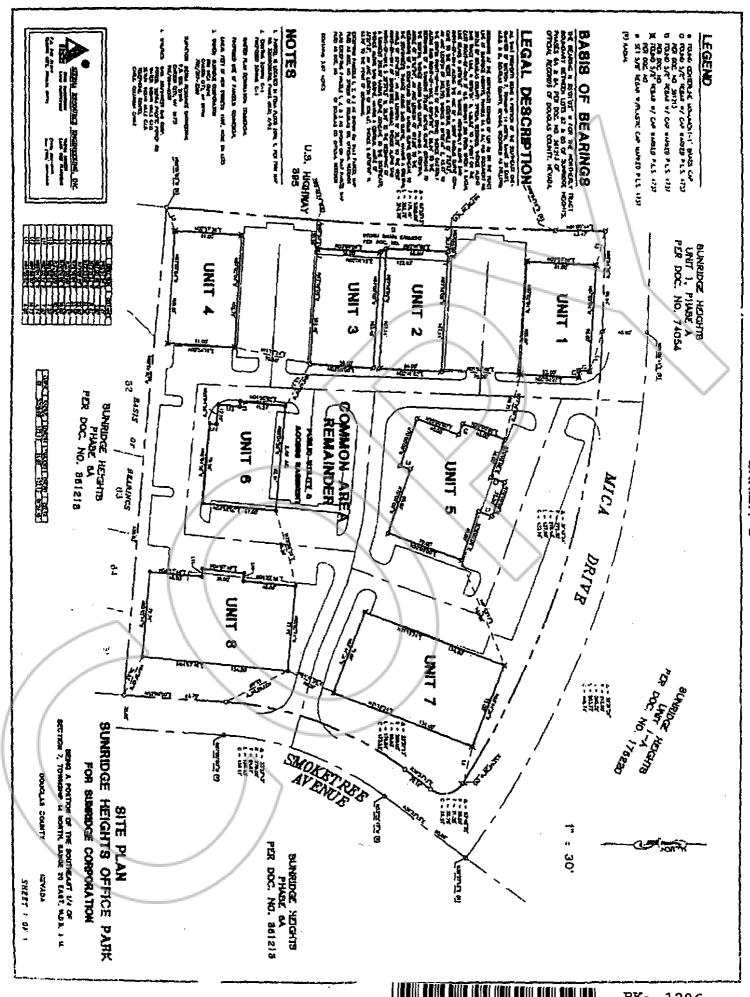
A parcel of land located within a portion of the Southeast one-quarter (SE 1/4) of Section 7, Township 14 North, Range 20 East, M.D.B. & M., Douglas County, Neveda, described as follows:

and all the Open Space Remainder
Parcels 1, 2, and 3/as set forth on Parcel Map for SUNRIDGE HEIGHTS OFFICE PARK filed in the Office of the County Recorder of Douglas County, State of Neveda on December 11, 1995, Book 1295, Page 1256, Document No. 376559.

AYXXXXXXXXXXXX A.P.N. 21-280-11



PG- 6729



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