

OFFICIAL RECORD

Requested By:
SYNCON HOMES

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

√Syncon Homes
Attn: Cheri Glassick, Esq.
990 Ironwood Drive
Minden, Nevada 89423


Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 20 Fee: 33.00
BK-0507 PG- 9723 RPTT: 0.00



NOTICE OF EASEMENT

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

	<i>President</i>
Signature	Title
<i>Mike Lenke</i>	<i>5/25/07</i>
Print Signature	

NOTICE OF EASEMENT

This Notice of Easement ("Notice") is made as of the date of its recordation in the Official Records of Douglas County, Nevada ("Official Records"), by Syncon Homes, a Nevada corporation ("Developer"), and is as follows:

1. Developer is the owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Lot").

2. Developer is also the prior owner of that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Common Area Parcel"), which real property Developer conveyed to The Sunridge Heights III, Phase 1A Property Owners Association, a Nevada nonprofit corporation (the "Association"), by deed dated April 16, 2007, and delivered to the Association on or about April 16, 2007 (the "Deed").

3. As set forth in the Deed, a copy of which is attached hereto as **Exhibit "C"** (incorporated herein by this reference), at the time of conveyance of the Common Area Parcel to the Association, Developer reserved, for the benefit of the Lot, an easement over a portion of the Common Area Parcel, which portion is more particularly described in **Exhibit "D"** attached hereto and incorporated herein by this reference (the "Easement Area"). Said easement is for the following purposes: (i) the construction, installation, use, maintenance, repair, and/or replacement of such residential landscaping improvements (including, without limitation, grass, shrubs, trees, groundcover, irrigations systems, decorative borders, and decorative paths) as the owner of the Lot may elect to place upon the Easement Area (the "Landscape Improvements"), (ii) ingress and egress over the Easement Area for the purpose of facilitating the construction, installation, use, maintenance, repair, and/or replacement of the Landscape Improvements, and (iii) such additional access, ingress, and egress over the Easement Area as may be necessary or useful to enjoy the foregoing rights.

4. Per the terms of the Deed, the aforementioned easement rights are subject to certain conditions, acknowledgements, and restrictions, including, without limitation, (i) the condition that the Easement Area, including any Landscape Improvements located thereon, be maintained by the Lot owner in good order and repair, (ii) the acknowledgement that the Lot is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Sunridge Heights III, Phase 1A Property Owners Association filed for record in the Office of the Douglas County Recorder on August 19, 2002, in Book 0802, at Page 05553, as File Number 0549839 (which, together with all amendments and supplements thereto, is referred to as the "Declaration"); (iii) the acknowledgement that, for purposes of all use restrictions and architectural controls set forth in the Declaration (as well as any other portion of the Declaration related to the use, occupancy, improvement, and modification of lots subject to the Declaration), the Easement Area shall be treated as though a fee portion of the Lot (that is, the Easement Area and the Lot together shall be treated as though a single "Unit", as that term is defined in the

Declaration), and (iv) the restriction on modifying, altering, removing, improving, or placing any object upon or against, or otherwise make any active use of wall located upon the boundary of the Easement Area and any other portion of the Common Area Parcel.

5. The Deed further provides that, for so long as an owner of the Lot satisfies its obligations under the Deed, the Association shall generally refrain from modifying, altering, removing, improving, or placing any object upon any portion of the Easement Area without the prior written consent of the owner of the Lot (excepting, however, those actions otherwise allowed to be taken by Association upon any Unit subject to the Declaration), and shall take such steps as are reasonable to prevent the entry upon the Easement Area by any employee, agent, invitee, contractor, subcontractor, director, manager, or member of the Association (excepting, however, any entry otherwise allowed to be made by the Association upon any Unit subject to the Declaration). The Deed also limits the Lot owner's remedies for the Association's breach of its covenants under the Deed, and reserves certain residual entry rights for the Association over the Easement Area, including the right to enter and perform such maintenance, modifications, and replacements as the Association may deem appropriate to (i) any wall or fencing located upon the boundary between the Easement Area and any other portion of the Common Area Parcel, and (ii) any drainage facilities located within or under the Easement Area.

6. Each owner of the Lot shall be deemed, upon acceptance of a deed to the Lot, to have acknowledged and agreed to facts and recitations set forth herein, and to have read and approved of all of the terms set forth in the Deed.

7. The purpose of this Notice is purely to provide notice of the Deed and the terms thereof to future owners of the Lot. This Notice shall in no way be deemed to modify any of the terms or provisions of the Deed.

Dated as of May _____, 2007.

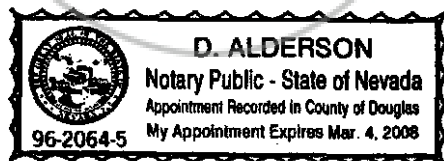
DEVELOPER: SYNCON HOMES,
a Nevada corporation

By: [Signature] 5/25/07
Mike Lemke, President

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 30TH, 2007, by Mike Lemke as President of Syncon Homes, a Nevada corporation.

[Signature]
Notary Public
My Commission Expires: March 4, 2008



APN: 1420-18-710-074

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

The Sunridge Heights III, Phase 1A
Property Owners Association
P.O. Box 593
Minden, NV 89423

MAIL TAX STATEMENTS TO:

The Sunridge Heights III, Phase 1A
Property Owners Association
P.O. Box 593
Minden, NV 89423

DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SYNCON HOMES, a Nevada corporation ("Grantor"), does hereby grant, transfer and convey to The Sunridge Heights III, Phase 1A Property Owners Association, a Nevada nonprofit corporation, as "Grantee", whose address is P.O. Box 593, Minden, Nevada 89423, the real property in the County of Douglas, State of Nevada (hereinafter referred to as the "Property") described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference;

TOGETHER with the tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof;

SUBJECT, HOWEVER, TO all covenants, conditions, restrictions, reservations, rights-of-way and easements recorded against the Property prior to this Deed, and all other matters of record or apparent;

AND FURTHER SUBJECT TO a perpetual easement, hereby reserved by Grantor for the benefit of the real property described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Dominant Parcel"), over the portion of the Property more particularly described in **Exhibit "D"** and depicted in **Exhibit "E"** attached hereto and incorporated herein by this reference (the "Easement Area"), which easement shall be for the following purposes: (i) the construction, installation, use, maintenance, repair, and/or replacement of such residential landscaping improvements (including, without limitation, grass, shrubs, trees, groundcover, irrigations systems, decorative borders, and decorative paths) as the owner of the Dominant Parcel may elect to place upon the Easement Area (the "Landscape Improvements"), (ii) ingress and egress over the Easement Area for the purpose of facilitating the construction, installation, use, maintenance, repair, and/or replacement of

the Landscape Improvements, and (iii) such additional access, ingress, and egress over the Easement Area as may be necessary or useful to enjoy the foregoing rights.

By acceptance of a deed to the Dominant Parcel, an owner of the Dominant Parcel shall be deemed to have agreed to maintain the Easement Area, including any Landscape Improvements located thereon, in good order and repair, during the time of such owner's ownership. Furthermore, by acceptance of a deed to the Dominant Parcel, an owner of the Dominant Parcel shall be deemed to have (i) acknowledged that the Dominant Parcel is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Sunridge Heights III, Phase 1A Property Owners Association filed for record in the Office of the Douglas County Recorder on August 19, 2002, in Book 0802, at Page 05553, as File Number 0549839 (which, together with all amendments and supplements thereto, is referred to herein as the "Declaration"); (ii) agreed that, for purposes of all use restrictions and architectural controls set forth in the Declaration (as well as any other portion of the Declaration related to the use, occupancy, improvement, and modification of lots subject to the Declaration), the Easement Area shall be treated as though a fee portion of the Dominant Parcel (that is, the Easement Area and the Dominant Parcel together shall be treated as though a single "Unit", as that term is defined in the Declaration), and (iii) agreed not to modify, alter, remove, improve, place object upon or against, or otherwise make any active use of wall located upon the boundary of the Easement Area and any other portion of the Property.

For so long as an owner of the Dominant Parcel satisfies its obligations under the paragraph above, Grantee agrees, by acceptance of this Deed and for the benefit of the Dominant Parcel, that it shall (i) not alter, maintain, replace, remove, modify, or place any item upon any portion of the Easement Area without the prior written consent of the owner of the Dominant Parcel (excepting, however, those actions otherwise allowed to be taken by Grantee upon any Unit subject to the Declaration), and (ii) at all times take such steps as are reasonable to prevent the entry upon the Easement Area by any employee, agent, invitee, contractor, subcontractor, director, manager, or member of Grantee (excepting, however, any entry otherwise allowed to be made by Grantor upon any Unit subject to the Declaration); provided that the Dominant Parcel owner's sole and exclusive remedy in the event Grantee fails to take such reasonable steps shall be for the actual damages to improvements upon the Easement Area arising from any such entry, plus any fees and costs awarded.

Notwithstanding the easements and restrictions reserved herein for the benefit of the Dominant Parcel, Grantee shall at all times have the right to enter and perform such maintenance, modifications, and replacements as Grantee may deem appropriate to (i) any wall or fencing located upon the boundary between the Easement Area and any other portion of the Property, and (ii) any drainage facilities located within or under the Easement Area. After performing any work or making any entry upon the Easement Area pursuant to the foregoing right, Grantee shall promptly repair and restore the Easement Area to its condition prior to such work and/or entry. By acceptance of a deed to the Dominant Parcel, an owner of the Dominant Parcel shall be deemed to have acknowledged and agreed to the foregoing rights of Grantee.

Grantor's grant, transfer and conveyance of the Property to Grantee shall be subject to the easements and restrictions set forth herein. Furthermore, by acceptance of a deed to the Dominant Parcel, an owner of the Dominant Parcel shall be deemed to have acknowledged and agreed to the provisions of this Deed related to the Dominant Parcel.

Dated as of April 16, 2007.

Grantor:

Syncon Homes, a Nevada corporation

By: M/L

Its: Mike Lemke
President

Syncon Homes, a Nevada corporation, as the current fee owner of and on behalf of the Dominant Parcel, hereby further affixes its signature to this Deed, as of the date set forth below, for the purpose of acknowledging and agreeing to all provisions set forth herein related to the Dominant Parcel.

Dated as of April 16, 2007.

Syncon Homes, a Nevada corporation, as
current fee owner of the Dominant Parcel

By: M/L

Its: Mike Lemke
President



STATE OF NEVADA)
) ss.
County of Douglas)

This instrument was acknowledged before me on 4/16, 2007, by MIKE LEMKE as PRESIDENT of Syncon Homes, a Nevada corporation, as Grantor and as current fee owner of the Dominant Parcel.

D. Alderson



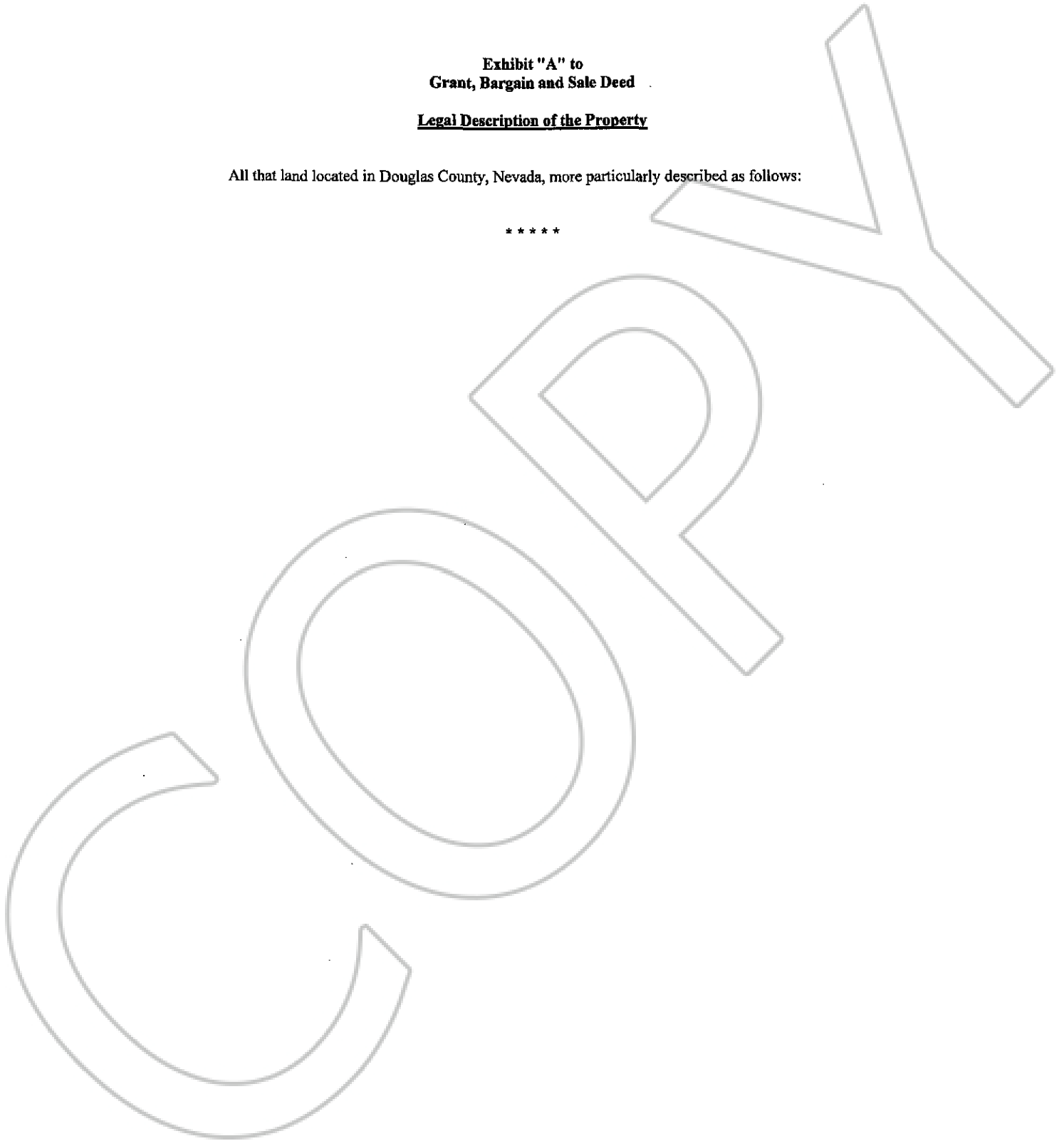
Notary Public
My Commission Expires: 3/4/2008

COPY

**Exhibit "A" to
Grant, Bargain and Sale Deed**

Legal Description of the Property

All that land located in Douglas County, Nevada, more particularly described as follows:



LEGAL DESCRIPTION

For

APN 1420-18-710-074

All that certain real property situate in the NE1/4 of the SW1/4 of Section 18, Township 14 North, Range 20 East, M.D.M., Private Dog Leg Drive and Chip Creek Court as shown on that certain Amended Final Map for Sunridge Heights III Phase '1a', filed for record on December 29th, 2003, in Book 1203, Page 12019 as Document #600647, official records of Douglas County, Nevada, and being more particularly described as follows:

Commencing at the East 1/4 corner of Section 18, described as being a 5/8" rebar with cap PLS 8659,

THENCE S.89°40'04"W., a distance of 80.00 feet, to a point on the Westerly R.O.W. of South Sunridge Drive said point being the **POINT OF BEGINNING**.

THENCE along the Westerly R.O.W. of South Sunridge Drive, S.00°01'13"E., a distance of 262.78 feet, to the beginning of a tangent curve, concave to the Northwest;

THENCE 23.24 feet, along the arc of said curve, having a radius of 420.00 feet, through a central angle of 3°10'15" to a point;

THENCE leaving the Westerly R.O.W. of South Sunridge Drive, S.89°40'04"W., a distance of 54.08 feet;

THENCE N.00°19'56"W., a distance of 118.00 feet, to a point on the Southerly edge of Dog Leg Drive;

THENCE along the Southerly edge of Dog Leg Drive, S.89°40'04"W., a distance of 595.73 feet to the beginning of a tangent curve concave to the Southeast;

THENCE 195.69 feet, along the arc of said curve, having a radius of 125.00 feet, through a central angle of 89°41'53" to a point of tangency;

THENCE S.00°01'49"E., a distance of 511.89 feet, to the beginning of a tangent curve concave to the Northeast;

THENCE 31.42 feet, along the arc of said curve, having a radius of 20.00 feet, through a central angle of 90°00'00" to a point of tangency, said point being on the Northerly edge of Chip Creek Court;

THENCE along the Northerly edge of Chip Creek Court, N.89°58'11"E., a distance of 106.65 feet, to the beginning of a tangent curve concave to the Northwest;



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THENCE 117.98 feet, along the arc of said curve, having a radius of 125.00 feet, through a central angle of 54°04'33" to a point of tangency;

THENCE N.35°53'38"E., a distance of 47.55 feet, to the beginning of a tangent curve concave to the Northwest;

THENCE 36.14 feet, along the arc of said curve, having a radius of 50.00 feet, through a central angle of 41°24'35" to a point of reverse curvature;

THENCE 229.35 feet, along the arc of said curve, having a radius of 50.00 feet, through a central angle of 262°49'09" to a point of reverse curvature;

THENCE 36.14 feet, along the arc of said curve, having a radius of 50.00 feet, through a central angle of 41°24'35" to a point of tangency;

THENCE S.35°53'38"W., a distance of 47.55 feet, to the beginning of a tangent curve concave to the Northwest;

THENCE 165.17 feet, along the arc of said curve, having a radius of 175.00 feet, through a central angle of 54°04'33" to a point of tangency;

THENCE S.89°58'11"W., a distance of 106.65 feet, to the beginning of a tangent curve concave to the Southeast;

THENCE 31.42 feet, along the arc of said curve, having a radius of 20.00 feet, through a central angle of 90°00'00" to a point of tangency, said point being on the Easterly edge of Dog Leg Drive;

THENCE S.00°01'49"E., a distance of 189.80 feet, to the beginning of a tangent curve concave to the Northeast;

THENCE 14.20 feet, along the arc of said curve, having a radius of 21.00 feet, through a central angle of 38°44'01" to a point of reverse curvature;

THENCE 21.18 feet, along the arc of said curve, having a radius of 36.50 feet, through a central angle of 33°14'41" to a point of reverse curvature;

THENCE 21.53 feet, along the arc of said curve, having a radius of 213.50 feet, through a central angle of 5°46'37" to a point of tangency;

THENCE S.11°17'46"E., a distance of 29.93 feet;

THENCE S.47°58'56"E., a distance of 50.25 feet, to a point on the Northerly R.O.W. of South Sunridge Drive, said point being, the beginning of a non-tangent curve concave to the Northwest, said curve having a radial bearing of N.20°52'10"W.;



THENCE along the Northerly R.O.W. of South Sunridge Drive, 124.86 feet, along the arc of said curve, having a radius of 400.00 feet, through a central angle of 17°53'05" to a point;

THENCE along the Westerly edge of Dog Leg Drive, N.34°41'17"E., a distance of 49.12 feet;

THENCE N.11°17'46"W., a distance of 25.85 feet to the beginning of a tangent curve concave to the Southwest;

THENCE 15.33 feet, along the arc of said curve, having a radius of 23.00 feet, through a central angle of 38°10'58" to a point of reverse curvature;

THENCE 53.75 feet, along the arc of said curve, having a radius of 36.50 feet, through a central angle of 84°22'12" to a point of reverse curvature;

THENCE 12.80 feet, along the arc of said curve, having a radius of 21.00 feet, through a central angle of 34°55'18" to a point of tangency;

THENCE N.00°01'49"W., a distance of 794.75 feet to the beginning of a tangent curve concave to the Southeast;

THENCE 273.97 feet, along the arc of said curve, having a radius of 175.00 feet, through a central angle of 89°41'53" to a point of tangency;

THENCE N.89°40'04"E., a distance of 595.73 feet;

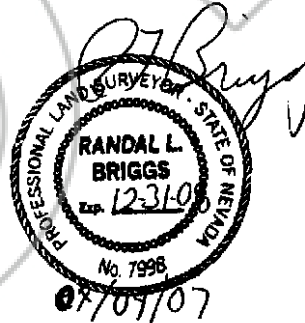
THENCE N.00°19'56"W., a distance of 118.00 feet;

THENCE N.89°40'04"E., a distance of 56.30 feet to the **POINT OF BEGINNING.**

CONTAINING 3.02 acres, more or less.

The basis of bearings for the legal description is that certain Amended Final Map for Sunridge Heights III Phase '1a', filed for record on December 29th, 2003, in Book 1203, Page 12019 as Document #600647, official records of Douglas County, Nevada.

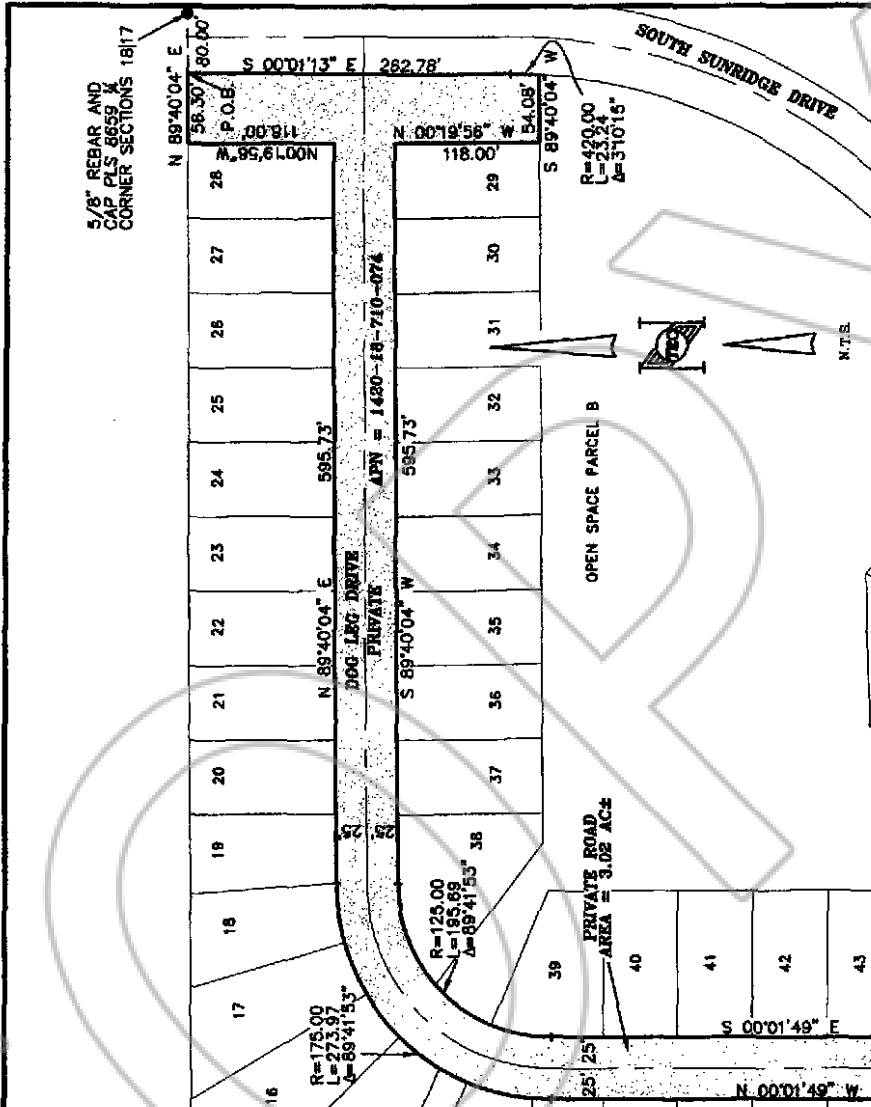
This Legal Description Written by:
Randal L. Briggs, PLS
TEC Engineering Consultants
9480 Double Diamond Parkway Suite #200
Reno, Nevada 89521



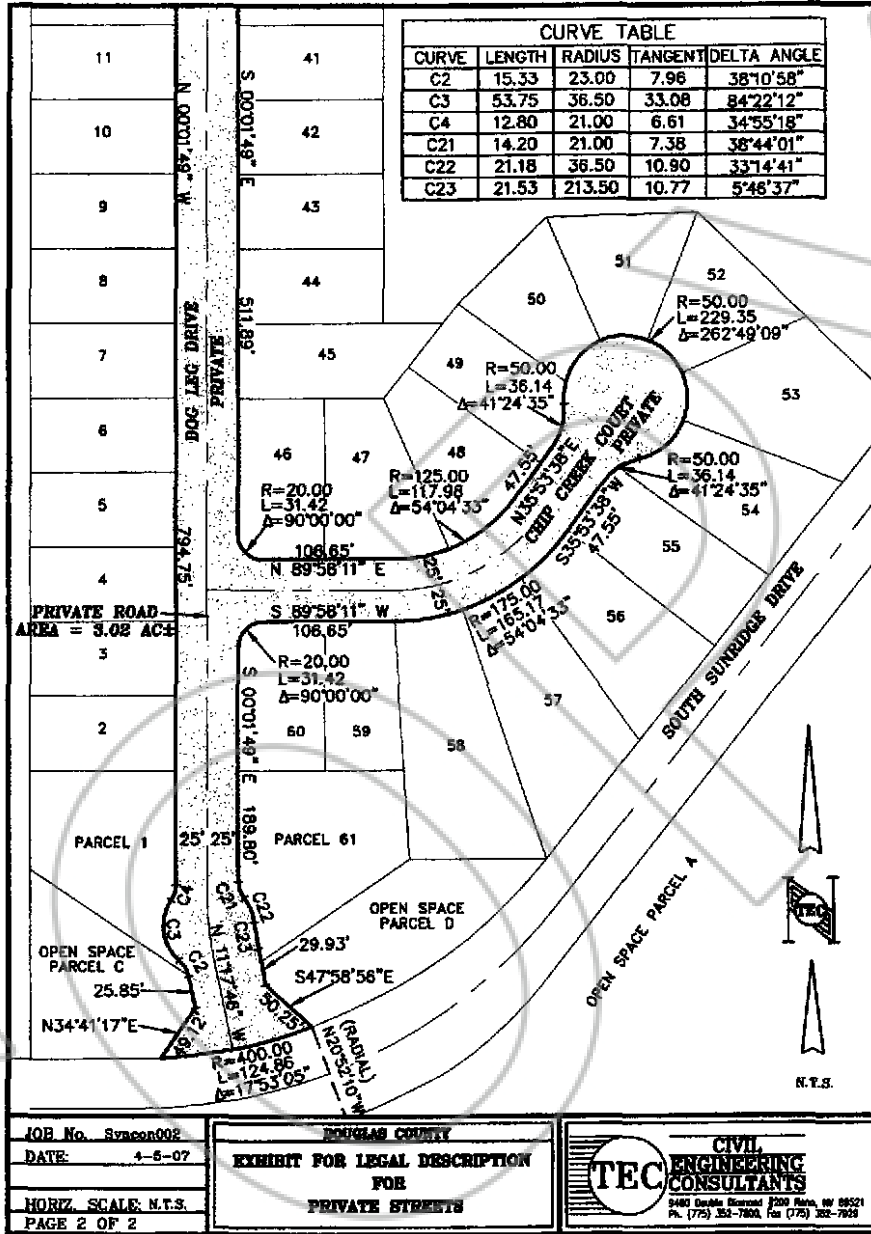
**Exhibit "B" to
Grant, Bargain and Sale Deed**

COPY





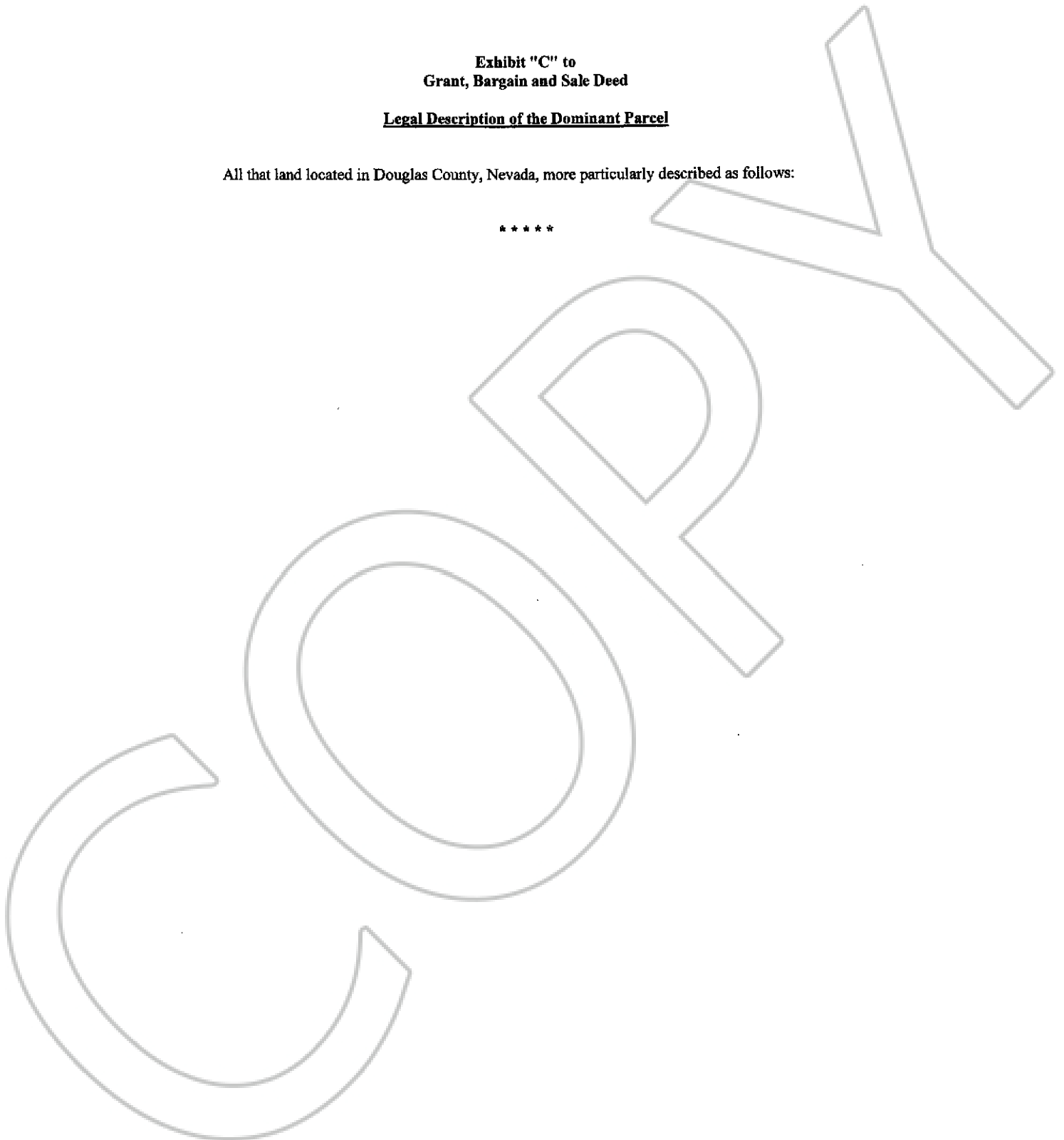
JOB No. Syncon002	DOUGLAS COUNTY	<p>2450 Double Overton 2200 Reno, NV 89521 Ph. (775) 292-7800, Fax (775) 332-7828</p>
DATE: 4-6-07	EXHIBIT FOR LEGAL DESCRIPTION FOR PRIVATE STREETS	
HORIZ. SCALE: N.T.S.		
PAGE 1 OF 2		



**Exhibit "C" to
Grant, Bargain and Sale Deed**

Legal Description of the Dominant Parcel

All that land located in Douglas County, Nevada, more particularly described as follows:



LEGAL DESCRIPTION

For

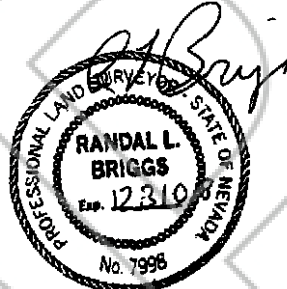
APN 1420-18-710-029

All that certain real property situate in the NE1/4 of the SW1/4 of Section 18, Township 14 North, Range 20 East, M.D.M., being more particularly described as follows:

Lot 29, as shown on that certain Amended Final Map for Sunridge Heights III Phase '1a', filed for record on December 29th, 2003, in Book 1203, Page 12019 as Document #600647, official records of Douglas County, Nevada.

CONTAINING 7,080 sq. ft., more or less.

This Legal Description Written by:
Randal L. Briggs, PLS
TEC Engineering Consultants
9480 Double Diamond Parkway Suite #200
Reno, Nevada 89521



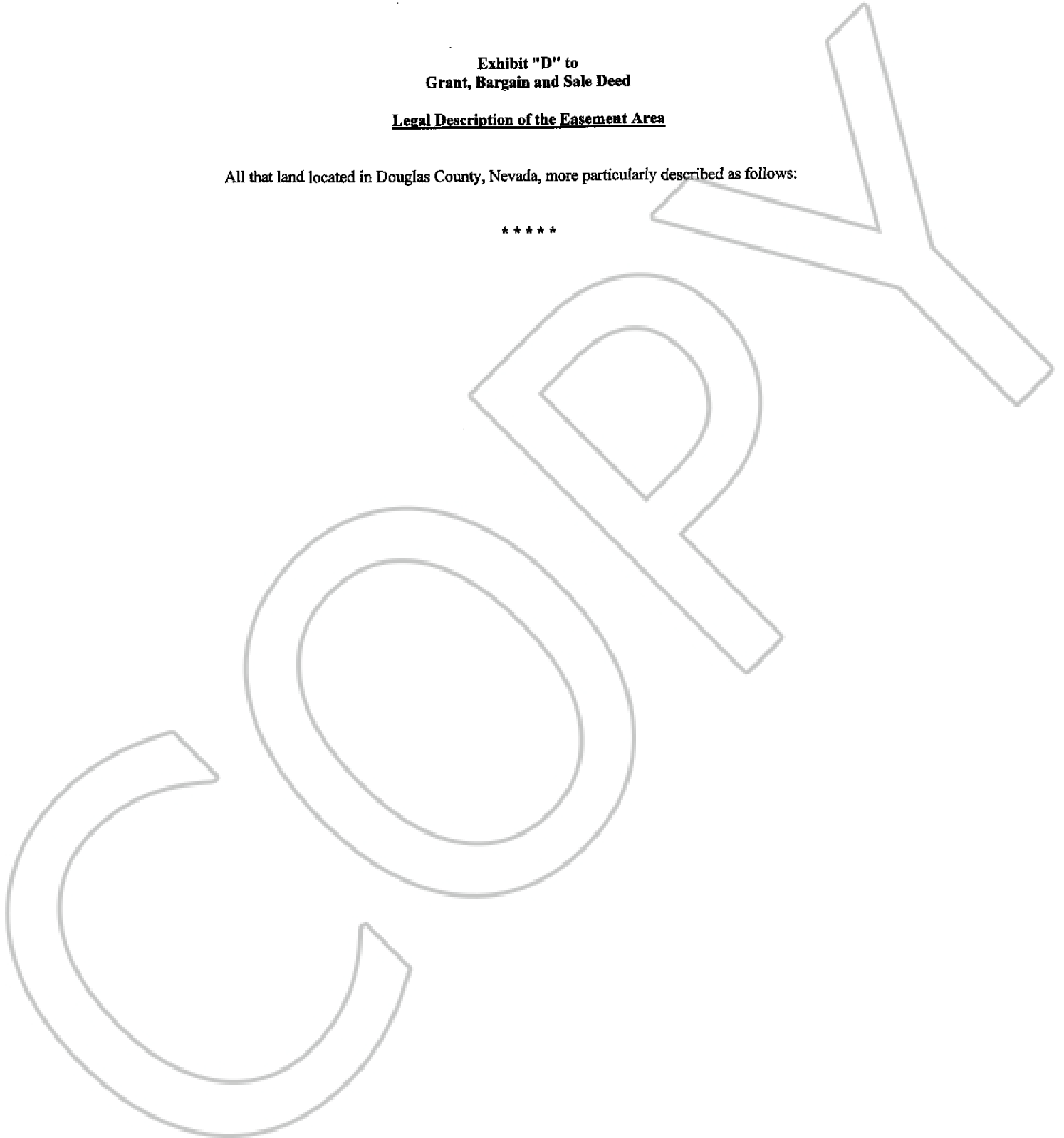
4/12/07



**Exhibit "D" to
Grant, Bargain and Sale Deed**

Legal Description of the Easement Area

All that land located in Douglas County, Nevada, more particularly described as follows:



**LEGAL DESCRIPTION
For
EASEMENT**

All that certain real property located within the Northeast 1/4, of the Southeast 1/4 of Section 18, Township 14 North, Range 20 East, M.D.M., further described as a portion of Open Space Parcel B as shown on that certain Final Map titled, Sunridge Heights III, Phase 1a, Doc. No. 600647, Filed for Record on December 29, 2003, book 1203, page 12019, official records of Douglas County, Nevada, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 29 as shown on said Final Map titled, Sunridge Heights III, Phase 1a, Doc. No. 600647;

THENCE S.73°30'41"E., 15.15 feet;

THENCE S.00°19'56"E., 110.05 feet;

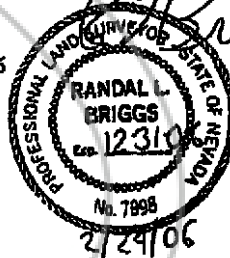
THENCE S.85°30'49"W., 14.54 feet, to a point on the easterly line of said Lot 29;

THENCE along the easterly line of said Lot 29, N.00°19'56"W., 117.19 feet to the **POINT OF BEGINNING**.

CONTAINING 1,660 sq. ft., more or less.

The basis of bearings for the legal description is the Final Map titled, Sunridge Heights III, Phase 1a, Doc. No. 600647, Filed for Record on December 29, 2003, book 1203, page 12019, official records of Douglas County, Nevada.

This Legal Description Written by:
Randal L. Briggs, PLS
Tec 1, INC.
500 Damonte Ranch Parkway Suite #1056
Reno, Nevada 89521



**Exhibit "E" to
Grant, Bargain and Sale Deed**

Depiction of the Easement Area



