

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

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 17 Fee: 30.00
BK-1107 PG- 0762 RPTT: 3.90



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

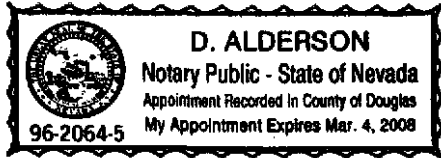


STATE OF NEVADA)
) ss.
County of Douglas)

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.

[Handwritten Signature]

Notary Public
My Commission Expires: 3/4/2008



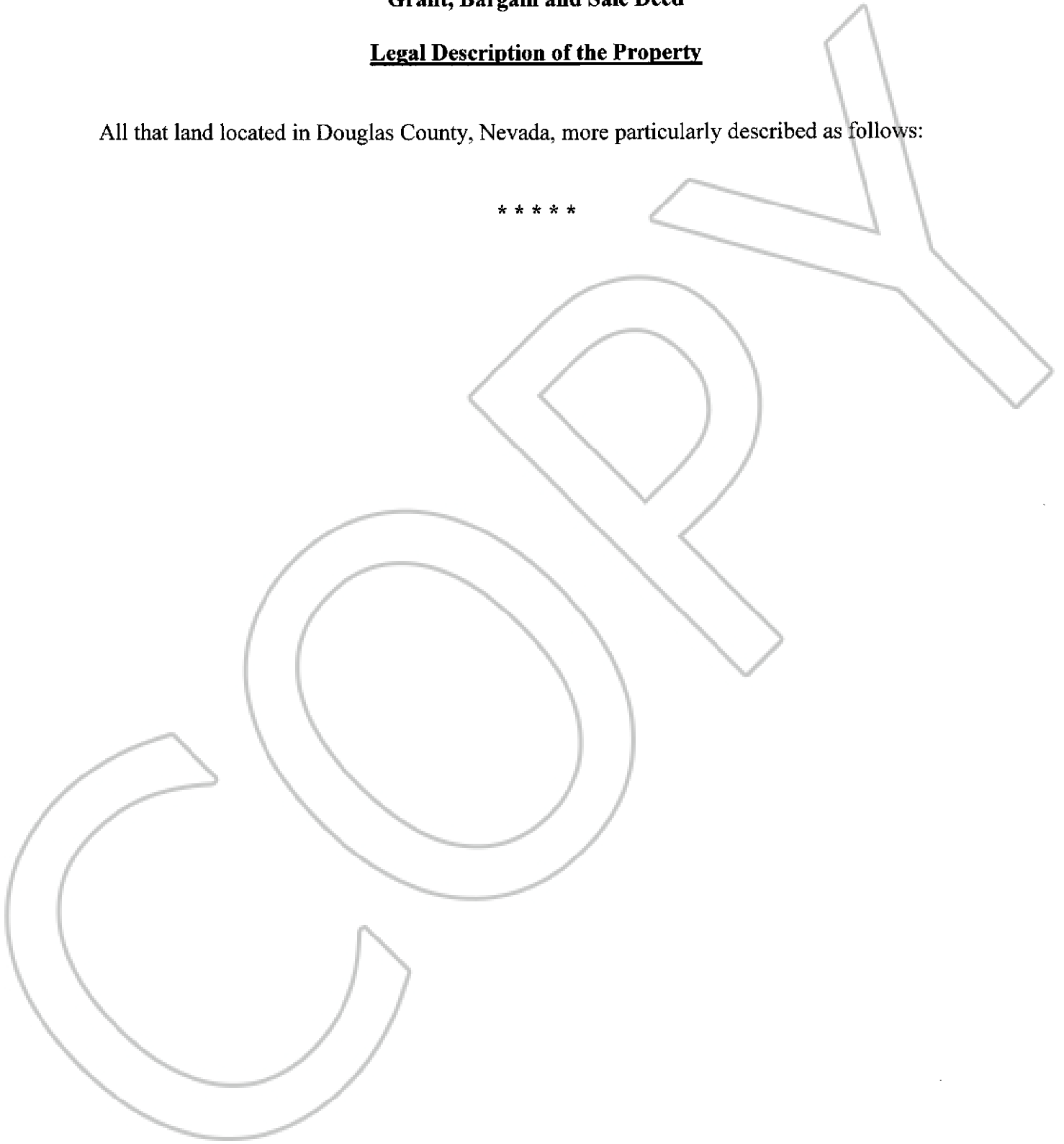
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**Exhibit "A" to
Grant, Bargain and Sale Deed**

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;



THENCE 117.98 feet, along the arc of said curve, having a radius of 125.00 feet, through a central angle of $54^{\circ}04'33''$ to a point of tangency;

THENCE $N.35^{\circ}53'38''E.$, 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 $41^{\circ}24'35''$ 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 $262^{\circ}49'09''$ 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 $41^{\circ}24'35''$ to a point of tangency;

THENCE $S.35^{\circ}53'38''W.$, 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 $54^{\circ}04'33''$ to a point of tangency;

THENCE $S.89^{\circ}58'11''W.$, 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 $90^{\circ}00'00''$ to a point of tangency, said point being on the Easterly edge of Dog Leg Drive;

THENCE $S.00^{\circ}01'49''E.$, 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 $38^{\circ}44'01''$ 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 $33^{\circ}14'41''$ 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 $5^{\circ}46'37''$ to a point of tangency;

THENCE $S.11^{\circ}17'46''E.$, a distance of 29.93 feet;

THENCE $S.47^{\circ}58'56''E.$, 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 $N.20^{\circ}52'10''W.$;



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;

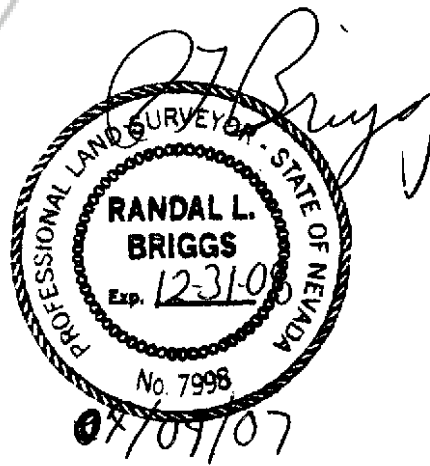
THENCE N.00°19'56"W., a distance of 118.00 feet;

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

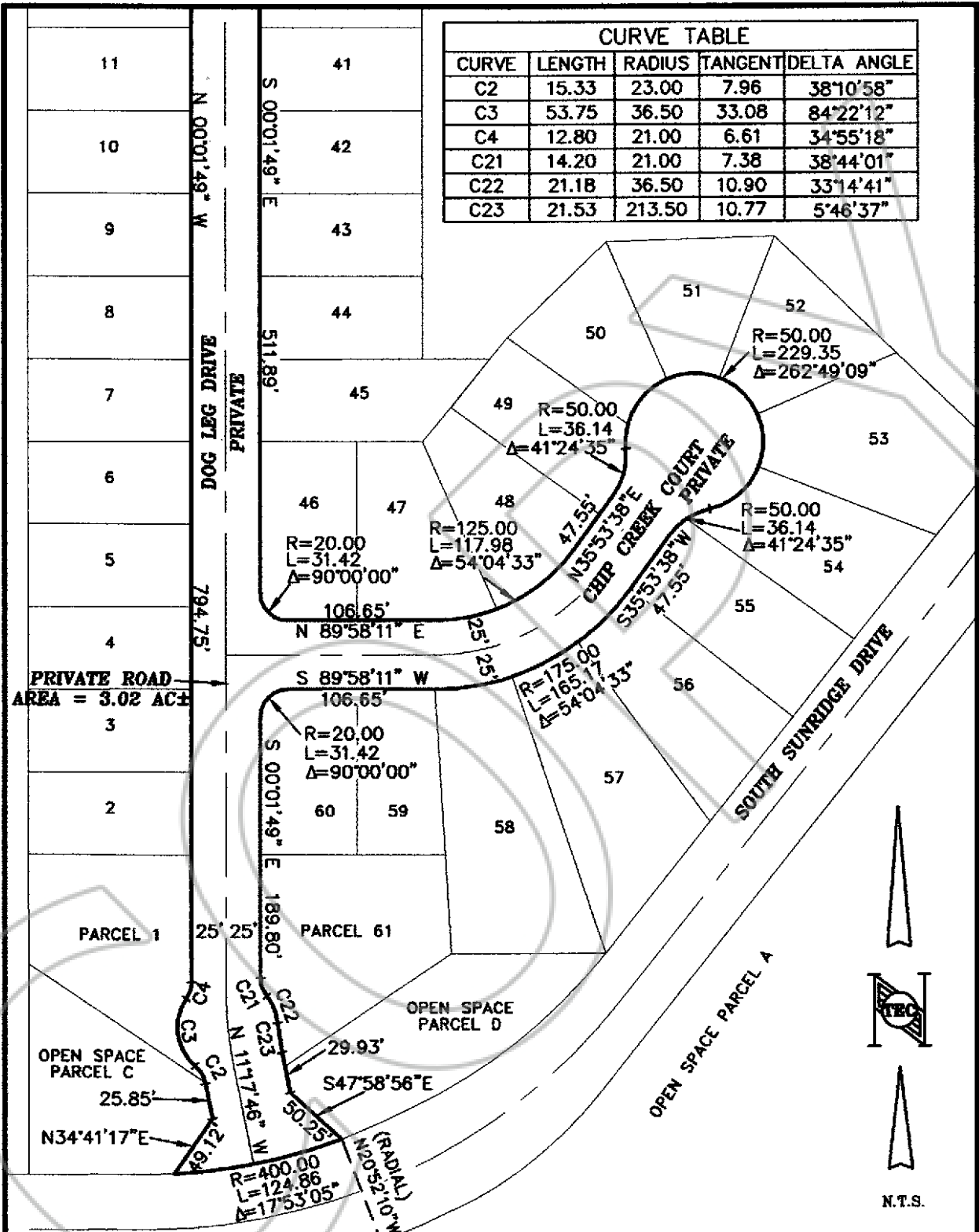


**Exhibit "B" to
Grant, Bargain and Sale Deed**

COPY



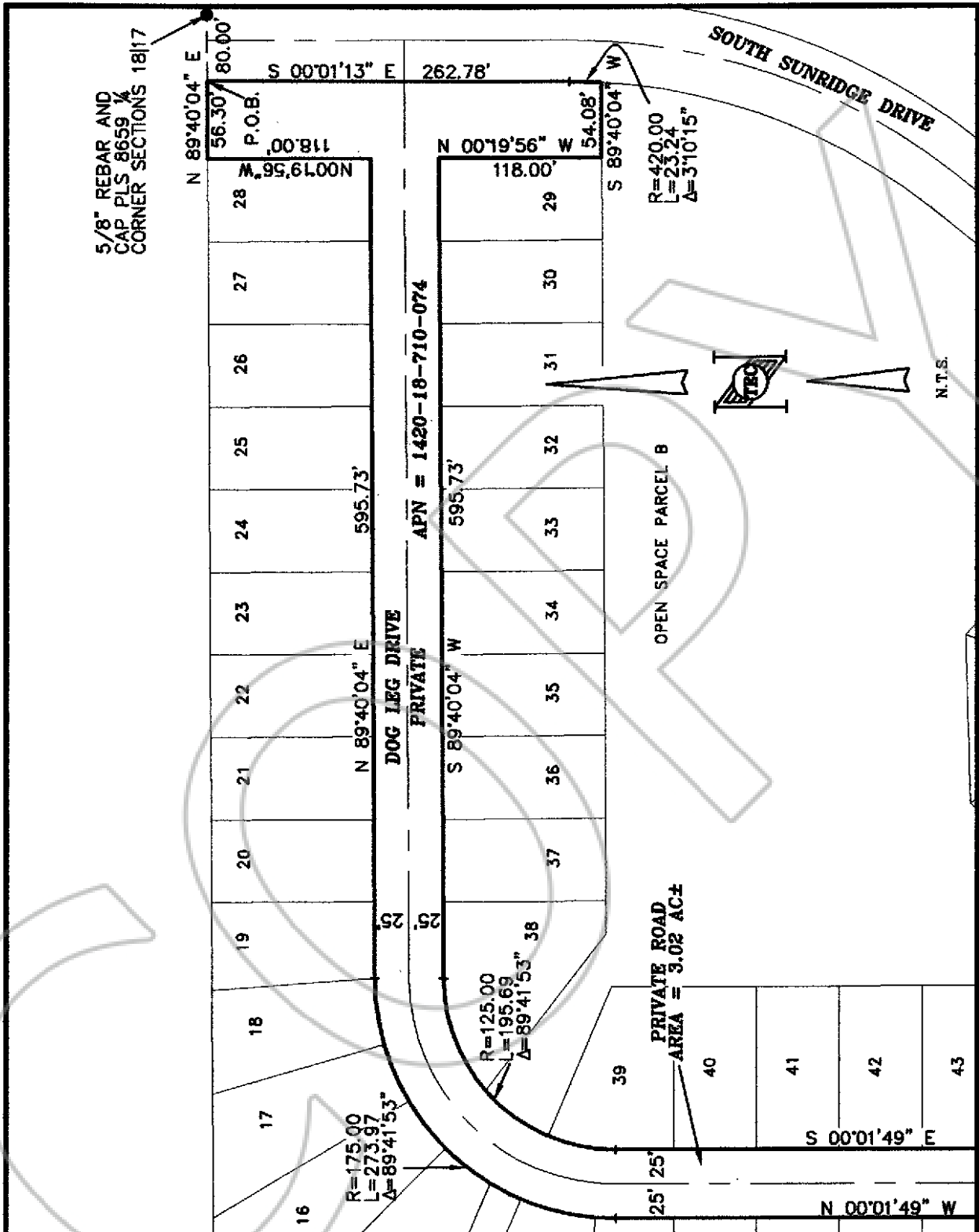
CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA ANGLE
C2	15.33	23.00	7.96	38°10'58"
C3	53.75	36.50	33.08	84°22'12"
C4	12.80	21.00	6.61	34°55'18"
C21	14.20	21.00	7.38	38°44'01"
C22	21.18	36.50	10.90	33°14'41"
C23	21.53	213.50	10.77	5°46'37"



JOB No. Syncon002
 DATE: 4-6-07
 HORIZ. SCALE: N.T.S.
 PAGE 2 OF 2

DOUGLAS COUNTY
 EXHIBIT FOR LEGAL DESCRIPTION
 FOR
 PRIVATE STREETS

TEC CIVIL ENGINEERING CONSULTANTS
 9480 Double Diamond #200 Reno, NV 89521
 Ph. (775) 352-7800, Fax (775) 352-7828



JOB No. Syncon002
 DATE: 4-6-07
 HORIZ. SCALE: N.T.S.
 PAGE 1 OF 2

DOUGLAS COUNTY
 EXHIBIT FOR LEGAL DESCRIPTION
 FOR
 PRIVATE STREETS

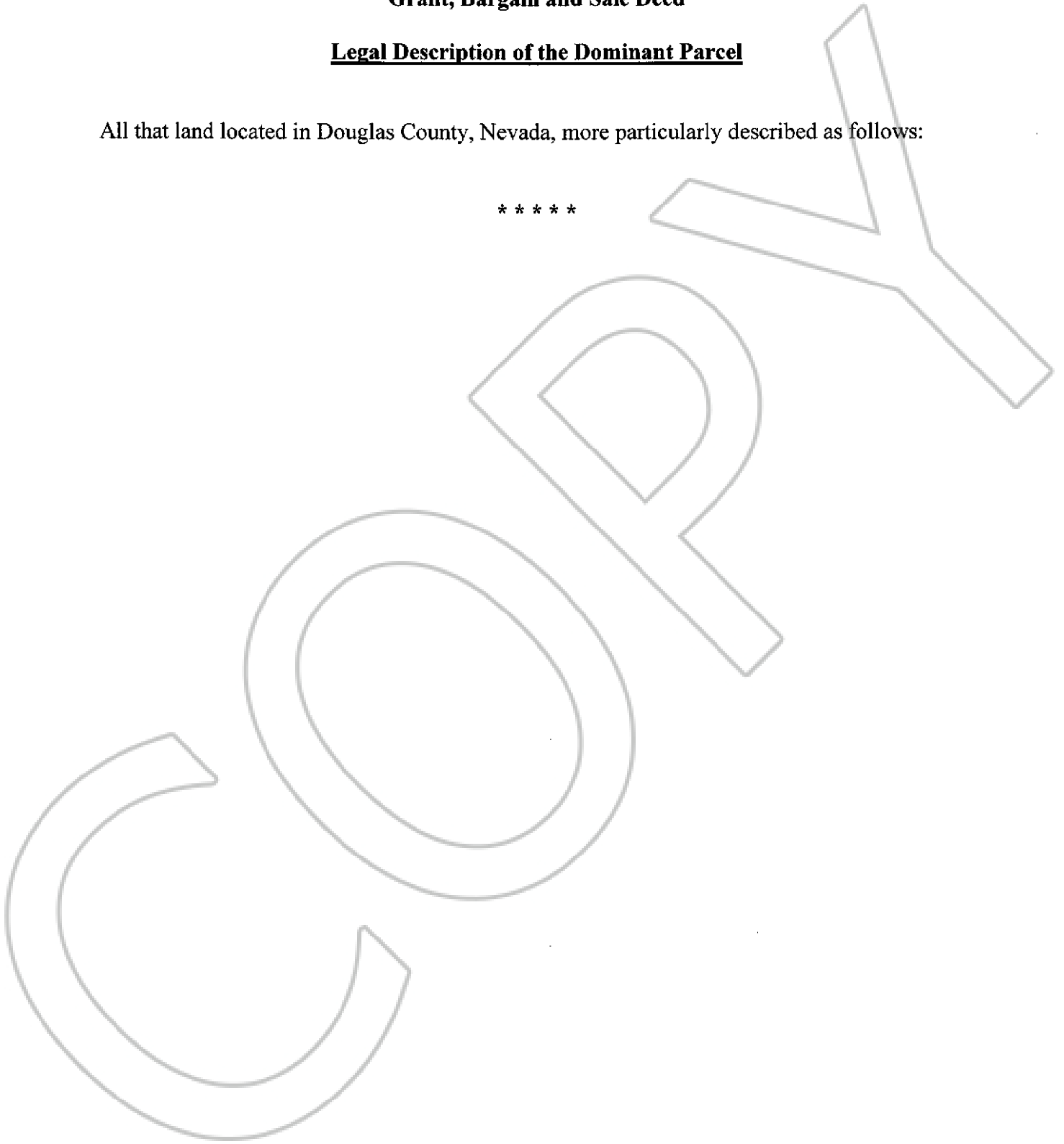
TEC CIVIL ENGINEERING CONSULTANTS
 9480 Double Diamond #200 Reno, NV 89521
 Ph. (775) 352-7800, Fax (775) 352-7928

**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

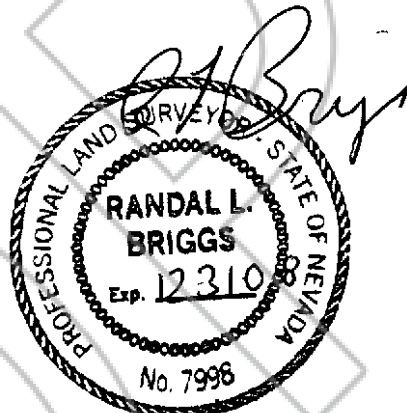
APN 1420-18-710-029

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.

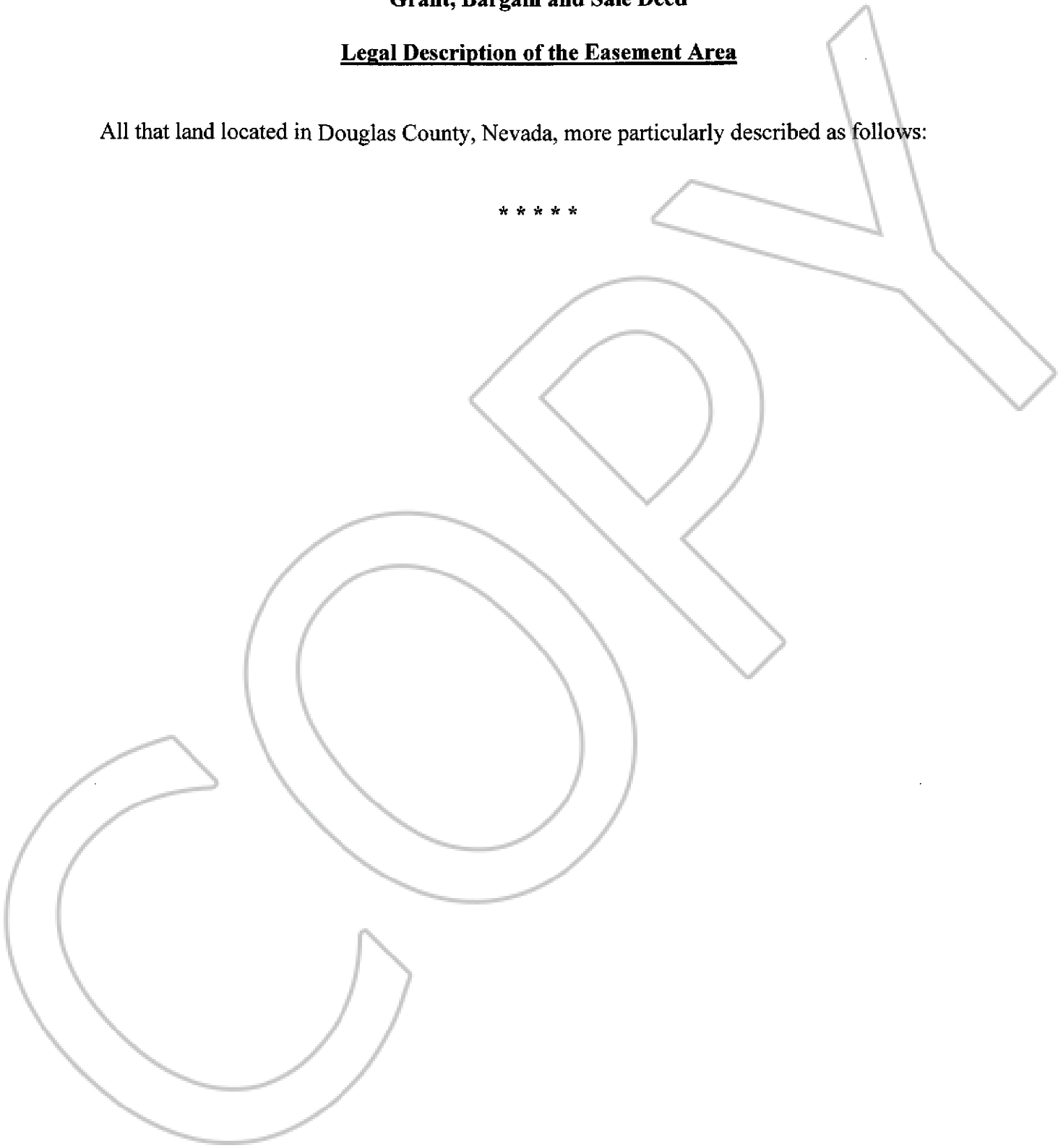
This Legal Description Written by:
Randal L. Briggs, PLS
TEC Engineering Consultants
9480 Double Diamond Parkway Suite #200
Reno, Nevada 89521



**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;

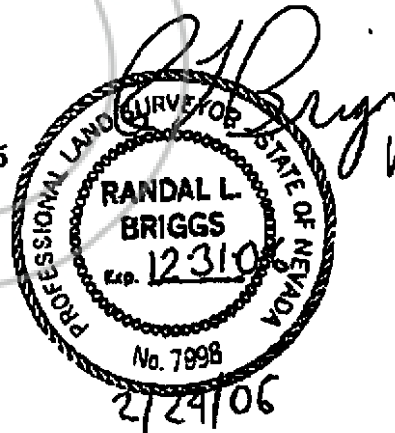
THENCE S.85°30'49"W., 14.54 feet, to a point on the easterly line of said Lot 29;

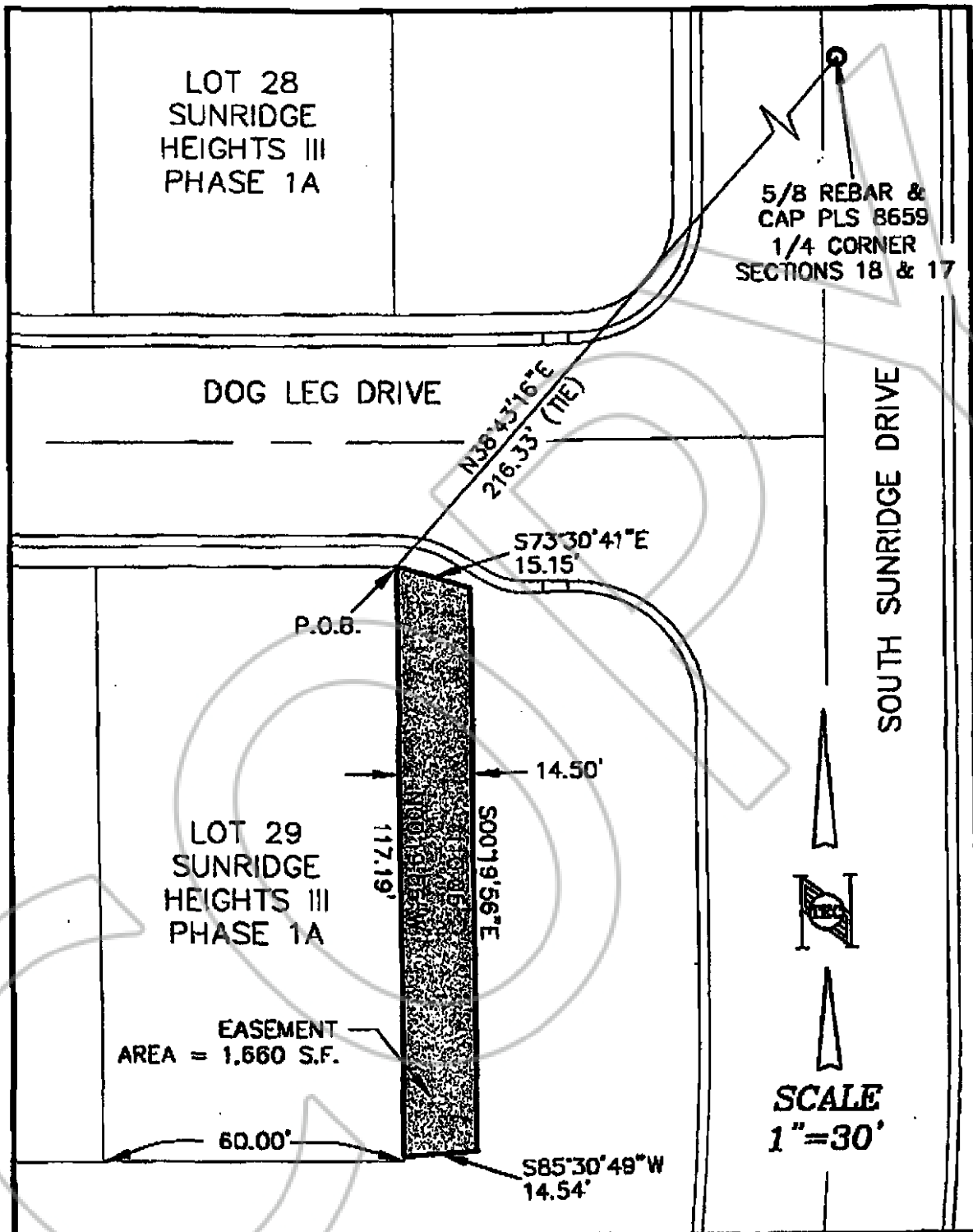
THENCE along the easterly line of said Lot 29, N.00°19'56"W., 117.19 feet to the **POINT OF BEGINNING.**

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





JOB No. SYNCONC10
DATE: 2-22-08
HORIZ. SCALE: 1"=30'

Douglas County
EXHIBIT FOR LEGAL DESCRIPTION
SUNRIDGE III PHASE 1A

TEC CIVIL ENGINEERING CONSULTANTS
300 Corporate Plaza #1000 Omaha, NE 68121
Ph. (781) 353-7800 Fax (781) 353-7820

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

Depiction of the Easement Area

