

APN: 1318-26-101-005; 006; 007

RECORDING REQUESTED BY/
WHEN RECORDED MAIL TO

JOAN C. WRIGHT
ALLISON MacKENZIE, LTD.
402 North Division Street
P.O. Box 646
Carson City, NV 89702



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KAREN ELLISON, RECORDER

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

The party executing this document hereby affirms
that this document submitted for recording does
not contain the social security number of any
person or persons pursuant to NRS 239B.030

JOAN C. WRIGHT

TITLE OF DOCUMENT

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENT

Whereas, JOHN E. MICHELSEN, ANN J. MICHELSEN, WALTER COX, and VIVIAN COX, hereinafter referred to collectively as "ORIGINAL DECLARANT" executed a Declaration of Covenants, Conditions, Restrictions and Easement recorded as Document No. 49979 in the Douglas County Nevada Recorder's Office (the "ORIGINAL DECLARATION") and whereas all of the current owners of the subject real property more particularly described as Parcels 1, 2, and 3 pursuant to that certain Amended Parcel Map for JOHN E. MICHELSEN and WALTER COX, filed for record in the Office of the County Recorder of Douglas County, Nevada as document number 53178 of parcel maps at Page 172, Book 281, same being a portion of the N 1/2 of the NW ¼ of Section 26, Township 13 North, Range 18 East, N. D. B. & M desire to and do hereby restate and amend the Original Declaration with this declaration as follows: The owner signators hereto do HEREBY DECLARE, FIX AND ESTABLISH covenants, conditions, restrictions, reservations, liens, charges, and easements upon and subject to all of the property subject to this declaration and all part or portions thereof, improvements thereon occupied, leased, subleased, or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner, lessee, or sub-lessee; and the same and each of them shall insure to and be binding upon each and every successive successor in interest of each such person and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant easement or tenement to-wit:

I

PROPERTY

The property subject to this declaration hereinbefore and hereinafter referred to as "Subject Real Property" is situated in the County of Douglas, State of Nevada, and is more particularly described as Parcels 1, 2, and 3 pursuant to that certain Amended Parcel Map filed for JOHN E. MICHELSEN and WALTER COX, same being document number

53178 in Book 281 of Parcel Maps, at Page 172 in the Official Records of the County Recorder of Douglas County, Nevada recorded February 3, 1981.

II

DEFINITIONS

Unless the context clearly indicates a different meaning therefore, the following words, phrases or terms as hereinafter used in this declaration (regardless of the tense or person in which the same is used) shall be deemed to mean and shall be defined as hereinafter set forth:

ROADWAY: The forty foot (40') wide access and utility easement transversing the common border of parcel 1 and parcel 2 on the subject real property, which easement enters parcels 3 and terminates in a cul-de-sac with a radius of fifty feet (50') in said parcels 3.

PROJECT: The subject real property, together with all improvements situate or to be constructed thereon.

PARCEL: Parcel 1, 2, or 3 as indicated on the parcel for the subject real property.

DECLARATION: This declaration as the same is restated and amended, changed, or modified hereby and from time to time.

NOTICE: Notice, declaration, certification, approval, consent, authorization, shall mean and be effective only when such is in writing.

OWNER: Any person or persons who or which has a fee interest in a parcel and the successive successors, assigns, devisees, or personal representatives of such person or persons, except that with respect to parcel 3, owner shall mean the Kingsbury Crossing Owners Association which is responsible for the maintenance of all common area as defined in that Declaration of Timeshare Use (Kingsbury Crossing) recorded as Document 078233 on February 16, 1983 in the office of the Douglas

County, Nevada, Recorder for so long as parcel 3 is subject to said Declaration of Timeshare Use (Kingsbury Crossing).

RECORD, ETC.: Record, to record, recorded, recording, or of record, shall mean that an instrument has been, is or is to be duly acknowledged and filed for recording and in applicable instances has been recorded in a public record in the office of the County Recorder of Douglas County, Nevada.

STRUCTURE: Any and every improvement in, on, under, or upon subject real property.

SUBJECT REAL

PROPERTY: Those certain parcels of land including present or future improvements there upon situated in Douglas County, Nevada and more particularly described herein.

TRANSFER: A transfer of any and every kind or nature whatsoever of any right, title, or interest in the project or in a parcel therein or pertinent thereto including a transfer by deed of trust or mortgage and also including but not limited to a sale, assignment, gift, lease, or sublease.

BMPs: Best Management Practice requirements of Tahoe Regional Planning Agency applicable to the subject real property.

MAJORITY

OF OWNERS: For purposes of calculating a majority of owners Parcels 1 and 2 shall each be considered owners of a 25% share and the owner of Parcel 3 shall be considered the owner of a 50% share.

UTILITY: Electricity, sewer, gas, switch boxes, water, telephone, conduits, cable, DSL, lines, and pipes, fire hydrants, television, garbage and trash collection, snow removal, and like services whether or not provided or supplied by a public utility company.

III

INCORPORATION OF EXISTING RESTRICTIONS

To the extent that all or any portion of the project shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments, all owner shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning the subject of real property. Provided however, this declaration shall be deemed to fully supersede and restate the Original Declaration.

IV

ROADWAY MAINTENANCE

A majority of owners, or any of owner's assigns or the parties and all persons claiming under them as owners of real property within the Subject Real Property, may collect any and all sums deemed necessary by them for the maintenance of or construction or making of improvements as hereinafter allowed for Roadway or utility maintenance. Any such charges shall be payable within fifteen (15) days of an invoice therefore being mailed to an owner. All owners claiming rights in the Subject Real Property or Roadway, by the acceptance hereof hereby expressly vest in said majority of owners the right and power to bring all actions necessary for the collection of such sums and to enforce any liens created thereby. Each individual landowner shall be responsible for any BMP requirements imposed by the Tahoe Regional Planning Agency for their own parcel. The BMP's will not be subject to this Amended Declaration.

A majority of owners may maintain the Roadway area, utilities and utility easements, and may engage and pay for all labor and materials as may be reasonably necessary for such maintenance. Any owner may propose maintenance or repair of the Roadway area by providing the other two owners written notice of the work proposed, the approximate cost of the work and the schedule for performance of the proposed work. The owners receiving such notice shall have ninety (90) days to respond to the owner providing such notice of approval or disapproval of the proposed work. Should any owner disapprove of the proposed work, the owners shall

meet and confer to discuss the work and the objection thereto. This meet and confer requirement may be satisfied through a telephonic or personal meeting for which a prescribed time and/or place for such meeting has been established within the ninety (90) day notice period. The failure of any owner to cooperate in the scheduling of such a meet and confer meeting or in the participation in the meeting, shall not result in a determination that this meet and confer requirement has not been met. In any event, if a majority of the owners approve of the work, the required payment for the work shall be paid by the owners in the proportions set forth herein, on or before the expiration of the ninety (90) day notice period in accordance with the direction provided in the notice. Payment direction may include deposit of the payment amounts in a designated bank account or escrow account from which funds will be disbursed. Upon completion of the work, a final accounting of the cost of the work will be done and to the extent the collected funds exceed the actual cost of the work, a refund shall be provided to the owners in the proportionate amount as paid. Or, if there is a shortfall of funds each owner will be assessed the proportionate amount of the shortfall amount. Any amount unpaid as provided herein shall become a lien as provided below.

Notwithstanding the foregoing procedure relating to maintenance and repair, in the event of an emergency, such as a broken water line, or similar event making the Roadway unusable or dangerous to the public, and makes the notice required above impossible or impractical, any owner may immediately call for the repairs necessary to mitigate the emergency without the consent of the other owners. Any owner ordering such a repair shall notify the other owners as soon as practical after the discovery of the condition constituting an emergency. The owners shall pay their proportionate amount, as provided above, for costs which are properly common costs associated with the maintenance of the Roadway.

The majority of owners, shall have the duty to enforce each and every one of the provisions of this declaration, including the duty to commence and maintain an action, to enjoin any breach or threatened breach of any if the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

The owner of Parcels 1, 2, and 3 shall be responsible for 25%, 25% and 50% share, respectively, of all reasonable costs incurred with the approval of a majority of owners the

operation, maintenance, care, and improvement of the roadway and utilities area. Each parcel in the subject real property shall be subject to a lien to secure payment of the assessment established against it.

Such lien shall secure the expenses incurred together with all reasonable attorney's fees and costs incurred to collect on said lien, attorneys fees, plus costs, and interest at the legal rate.

Each and every lien, together with any costs, penalties or interest reserved under this declaration, shall be subordinate to any valid, bonafide mortgage or trust deed (and the lien and/or title thereof), which has been or may hereafter be given in good faith and for value or any interest of any owner covered by this declaration. Any subsequent owner of any property purchased at foreclosure shall be bound by the restrictions, conditions, covenants, reservations, assessments and liens set out in this declaration.

The association shall, upon request by a first mortgagee, give written notice to said mortgagee of any default in mortgagor's obligations arising hereunder which is not cured within thirty (30) days.

Any bona fide first mortgagee which comes into possession of a parcel or property covered hereunder pursuant to the remedies provided in such mortgage, or a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, or by trustee's sales, shall take the property free of any claims for unpaid assessments or charges against the mortgage unit which accrue prior to the time such holder comes into possession of the unit.

V

EASEMENTS

There is hereby specifically reserved for the benefit of the owners in common and for each owner severally, as their respective interests shall obtain the following easements for roadway and utility purposes:

A. Roadways – In the center of the subject real property there is an approximate forty foot (40) wide access and utility easement transversing the common border of parcel 1 and parcel 2 thereon, which easement enters parcels 3 and terminates in the cul-de-sac with a radius of fifty feet (50') in said parcels 3. Declarants hereby declare that all owners and parties and persons claiming under them as grantees of land within the subject real property, shall have the duty to maintain and keep said roadway open for use and benefit of themselves as owners and for all other others land within said subject real property.

The foregoing easement and covenant shall run with the land and be for the benefit of and binding on and limitation on all future owners of parcels or property within said subject real property. The cost of maintaining said Roadway easement shall be borne equally and payable twenty-five percent (25%) by the owners of parcel 1, 25% by the owners of parcel 2, and 50% by the owners of parcel 3.

B. Utilities – In the center of the aforescribed property there is a 40' wide utility easement transversing the common border of parcel 1 and parcel 2 thereon, which easement enters parcel 3. Said utility easement enters parcels 3 and terminates in a cul-de-sac with a radius of 50' in said parcels 3. Said utility easement is for the installation, removal and maintenance of all utilities as the term "utility" is defined hereinabove. Declarant hereby declares that all owners and parties and persons claiming under them as grantees of parcels within the subject of real property have the duty to maintain said utilities for the use and benefit of all owners of parcels within the Subject Real Property.

The forgoing covenant and easement shall run with the land and shall be for the benefit of and binding on limitation on all future owners of parcels or property in said subject real property. The cost of maintaining said utility easement in the subject real property shall be borne equally and payable 25% by the owners in parcel 1, 25% by the owners in parcel 2, and 50% by the owners in parcel 3.

Declarant, owners, and their successive successors, assigns, heirs, devisees, personal representatives, and the association, shall have the right to enter on any and all lands within the Subject Real Property for the purpose of maintaining the Roadway, Utilities, and Easements.

VI

MISCELLANEOUS

All titles used in this declaration, including those of articles and paragraphs, are intended solely for convenience of reference and the same shall not, nor shall any of them, affect that which is set forth in such article or paragraph, nor any of the provisions or terms of this declaration, nor the meaning thereof.

Reference herein to Original Declarant or owner or owners shall include each successors to the affairs of such and each successor shall succeed to the rights, powers, authority, and duties hereunder of such to whose affairs of such and each successor shall succeed to the rights, powers, authority, and duties hereunder of such to whose affairs it succeeds.

This declaration may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document.

VII

AMENDMENTS

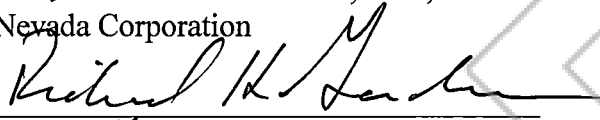
These covenants, conditions, reservations, and conditions, shall remain in full force and effect for a period of fifty (50) years from the date of this amendment and restatement. No modification, repeal or amendments of the declaration shall be effective or binding upon any party or upon any real property subject hereto or benefitted hereby unless an instrument in writing shall be duly recorded, and unless it be executed by and by the owners of all parcels. No amendment, however, shall be effective against a mortgagee or beneficiary under a deed of trust under a previously recorded mortgage or deed of trust, or shall impair, reduce, or

otherwise affect any right, title, or interest of such mortgage or deed of trust, unless the mortgagee or beneficiary under the deed of trust shall have consented thereto in writing.

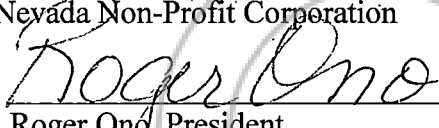
[Signatures on following page}

IN WITNESS WHEREOF, the undersigned have executed this declaration on this day of _____, 2014.

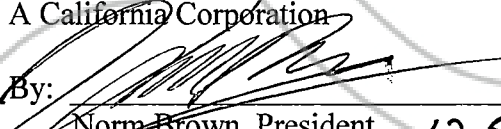
^{ees}
GARDNER ENTERPRISES, LLC,
A Nevada Corporation

By 
Richard H. Gardner, Managing Member 2-13-15

KINGSBURY CROSSING OWNERS ASSOCIATION
A Nevada Non-Profit Corporation

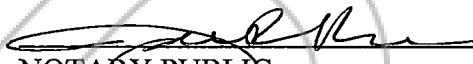
By 
Roger Ono, President

NC BROWN DEVELOPMENT, INC.
A California Corporation

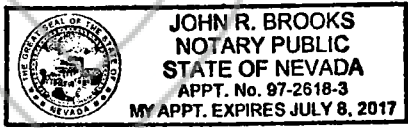
By: 
Norm Brown, President 12-5-14

STATE OF NEVADA)
 : SS.
CARSON CITY)

On February 13th, 2015, personally appeared before me, a notary public, RICHARDE. GARDNER, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of Gardner Enterprises, a Nevada corporation, and who further acknowledged to me that he executed the foregoing on behalf of said corporation.



NOTARY PUBLIC



ACKNOWLEDGMENT

State of California
County of El Dorado

On Dec 27 2014 before me, Matthew Henderson, Notary Public
(insert name and title of the officer)

personally appeared Roger Ojo
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

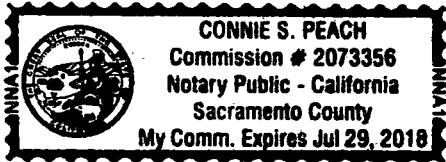
On 12/5/14 before me, Connie S. Peach, notary public
Date Here Insert Name and Title of the Officer

personally appeared Norm Brown
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Connie S. Peach
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____