



00037699201608830820070071

KAREN ELLISON, RECORDER

Return by Mail  Pick Up  To:  
Gunter- Hayes & Associates  
3200 West Tyler, Suite D  
Conway, AR 72034

Name of Project: SOUTH SHORE CONDOMINIUM

**SUPPLEMENTAL CLUB PROPERTY DECLARATION  
FOR CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN  
AT SOUTH SHORE CONDOMINIUM**

**THIS SUPPLEMENTAL CLUB PROPERTY DECLARATION FOR CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN AT SOUTH SHORE CONDOMINIUM** (hereinafter referred to as this "**Supplemental Declaration**") is executed and effective the 9 day of June, 2016 by **WYNDHAM VACATION RESORTS, INC.**, a Delaware corporation (hereinafter referred to as either "**Declarant**" or "**Club Property Owner**", depending upon the context).

**RECITALS:**

A. Declarant is the developer and was initially the owner of that certain residential project (the "**Subject Club Property**") commonly known as South Shore Condominium. Declarant and the Club Property Owners have heretofore caused to be recorded that certain Club Property Declaration for ClubWyndham Access Vacation Ownership Plan at South Shore Condominium (the "**Club Property Declaration**") recorded on March 10, 2016 with the Clerk of Recorder of Douglas County, Nevada at Document No. 2016-877964 against title to certain real property interests (the "**Initial Real Property Interests**") in the Subject Club Property Declaration, The Initial Real Property Interests were subjected to that certain Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan (the "**Club**"). After recording the Club Property Owner conveyed the Initial Real Property Interests either to PTVO Owners Association, Inc., a non-stock non-profit Delaware corporation (the "**Association**"), being the association of owners of Ownerships in the Club ("**Owners**"), or to a Trustee or other person for the benefit of the Association and in certain specific instances for the benefit of Declarant.

B. Club Property Owner is the record owner of the real property interests in the Subject Club Property legally described on Exhibit A1 and A2 attached hereto and made a part hereof (the "**Additional Real Property Interests**"). The Declarant intends to cause Club Property Owner to transfer the Additional Real Property Interests to the Association or to a Trustee for the benefit of the Association and in certain specific instances, Declarant.

C. Prior to any such transfer of the Additional Real Property Interests, Declarant intends to submit the Additional Real Property Interests to the Club Property Declaration (and thereby the Declaration) and as a consequence of such submission and transfer, the Additional Real Property Interests will become Real Property Interests in the Club.

**NOW THEREFORE WITNESSETH** that in consideration of the premises and other good and valuable consideration, the Parties covenant and agree as follows:

Declarant and Club Property Owner hereby declare that the Additional Real Property Interests and all improvements thereon and all appurtenances thereto and all of their estate, right, title and interest therein are and shall be held, sold, conveyed, encumbered, leased, occupied,

improved, and used subject to the covenants, conditions, restrictions, easements, and limitations of record set forth in the Club Property Declaration and the Declaration, all of the provisions of which are hereby incorporated herein by this reference as applicable to said Additional Real Property Interests as "Real Property Interests" under the Declaration, as defined thereunder, as the Declaration may from time to time lawfully be amended and/or supplemented, all of which are established, declared, and agreed to be for the purpose of enhancing and protecting the value, desirability and enjoyment of said Additional Real Property Interests and all Ownerships created with respect thereto. All such covenants, conditions, reservations, restrictions, easements, and limitations shall constitute equitable servitudes upon said Additional Real Property Interests, shall run with the land so long as each such Additional Real Property Interest is subject to the Declaration, and shall be binding upon and inure to the benefit of the Declarant, the Trustee, the Association, all owners of Ownerships, any other Persons having or acquiring any right, title or interest therein and thereto, each of their respective heirs, legal representatives, successors, and assigns, and all other Persons who are present within or use said Additional Real Property Interests for any purpose whatsoever. Declarant and Club Property Owner hereby further grant and reserve the easements in the Additional Real Property Interests as described in the Declaration, upon and subject to the terms and conditions stated in the Declaration.

## **ARTICLE 1.**

### **DEFINITIONS**

The terms used in this Supplemental Club Property Declaration and not expressly defined herein shall have the same meanings as defined in the Declaration and in the Exhibits attached thereto, and all amendments and supplements thereto, except as otherwise provided below or elsewhere in this Supplemental Club Property Declaration:

**"Parties"** means the Declarant and the Club Property Owner.

## **ARTICLE 2.**

### **INTERPRETATION**

2.1 Issuance of Club Points. In exchange for causing the Club Property Owner to convey the Initial Real Property Interests to the Association or to the Trustee for the benefit of the Association and in certain instances, for the benefit of the Declarant and in accordance with the requirements of the Declaration, there shall be issued to Declarant the total sum of FIVE MILLION FOUR HUNDRED AND TWENTY-EIGHT THOUSAND FIVE HUNDRED (5,428,500) Points provided that at the time of such conveyance (a) there is delivered to the Association an Owners Title Insurance Policy in the amount of \$65,413.43 covering the Initial Real Property Interests and insuring the Association's or Trustee's title thereto is free and clear of all Blanket Liens (as defined in the Declaration) or evidencing that there is a Non-Disturbance Agreement (as defined in the Declaration) in effect for any Blanket Lien and (b) all of the taxes and other sums referred to in Section 2.2 below are paid.

2.2 Taxes, Title Insurance, Etc. The Declarant or the Club Property Owner shall pay all transfer taxes, recording fees, title insurance and other costs or fees involving transfer of the Subject Club Property Real Property Interests to the Association or to one or more Trustees.

2.3 Conflict of Documents. If there shall arise any conflict or ambiguity between this Supplemental Club Property Declaration and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall, in all instances, control and prevail.

2.4 Withdrawal from Declaration. In the event some or all of the Additional Real Property Interests are withdrawn from this Supplemental Declaration (and, thereby, the Declaration), the Association, or the Trustee on behalf of the Association, shall convey or otherwise transfer such withdrawn Additional Real Property Interests as directed by Declarant.

2.5 Special Features. Declarant hereby declares that thirty-five percent (35%) of the Additional Real Property Interests shall be subject to Special Features. Such Special Features may consist of (but are not limited to consisting solely of) any one or more of the following described attributes:

- (i) The right of the holder thereof to reserve a fixed Use Period (a) in one specific Club Accommodation; (b) in a specific type of Club Accommodation (for example, a 2-bedroom unit); (c) in one specific Club Property; or (d) in a specific group of Club Properties;
- (ii) The right of the holder thereof to reserve a fixed Club Accommodation or group of Club Accommodations at one Club Property or at a specified group of Club Properties;
- (iii) The right of the holder thereof to make a reservation for any Use Period in any generally available Club Accommodation prior to the right of the Owners to make such a reservation, but subject to the prior reservation of such Use Period by another Person who holds the same Special Feature or who holds a Special Feature that permits an earlier reservation period, if any.

The exact nature of any Special Feature and the terms and provisions applicable to its use shall be specified in the Special Features Contract pursuant to which an Owner acquires such Special Feature. Notwithstanding the fact that Declarant has, pursuant to this Section 2.5, created Special Features in the Additional Real Property Interests, Declarant is under no obligation to delineate or sell any Special Features and should Declarant elect to sell Special Features, Declarant may not sell Special Features that would affect the occupancy or usage of more than thirty-five percent (35%) of the Additional Real Property Interests.

2.6 Counterparts. This Supplemental Declaration may be executed in any number of counterparts, each of which individually shall be considered to be an original, but all of which taken together shall constitute one and the same instrument.

2.7 Incorporation of Recitals. All of the recitals first set forth in this Supplemental Club Property Declaration are true and correct and are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Declaration this 9 day of June, 2016.

FOR RECORDATION:

Attest: Julie Kisha  
Assistant Secretary

DECLARANT AND CLUB PROPERTY OWNER:

WYNDHAM VACATION RESORTS, INC., a Delaware corporation

By: [Signature]

Name: Amy Sinelli

Title: Group Vice President



**ACKNOWLEDGMENT**

STATE OF FLORIDA )  
 ) §  
COUNTY OF ORANGE )

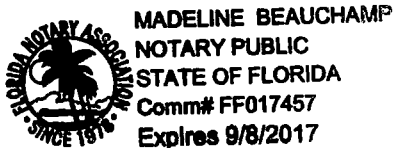
I, Madeline Beauchamp, a Notary Public in and for said County and State, do hereby certify that on the 9 day of June 2016, before me personally came Amy Sinelli with whom I am personally acquainted, who, being by me duly sworn, says that she is the Group Vice President and that Julie Kisha is the Assistant Secretary of Wyndham Vacation Resorts, Inc., the corporation described in and which executed the foregoing instrument; that they know the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the Senior Vice President and Assistant Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act of said corporation.

WITNESS my hand and official seal this 9 day of June, A.D. 2016.

My Commission Expires: 9/8/2017

[Signature]  
NOTARY PUBLIC

[Seal]



## EXHIBIT A1

### Legal Description of Additional Real Property Interests and the Recorded Instruments Governing the Use and Operation of Said Interests

A **2,204,000/109,787,500** undivided fee simple interest as tenants in common in **Units 8101, 8102, 8103, 8201, 8202, 8203, 8301, 8302, and 8303** in **South Shore Condominium** ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, Page 2181 as Document Number 559872 in Douglas County, Nevada, and subject to all provisions thereof and those contained in that certain Declaration of Condominium - South Shore ("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan"), together with that certain Club Property Declaration for ClubWyndham Access Vacation Ownership Plan ("Plan Declaration"), recorded prior hereto, together with any and all amendments and supplements thereto. Less and except all minerals and mineral rights which minerals and mineral rights are hereby reserved unto the Grantor, its successors and assigns.

## **EXHIBIT A2**

### **Legal Description of Additional Real Property Interests and the Recorded Instruments Governing the Use and Operation of Said Interests**

A **3,224,500/90,245,000** undivided fee simple interest as tenants in common in **Units 9101, 9102, 9103, 9104, 9201, 9203, and 9204** in **South Shore Condominium** ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, Page 2181 as Document Number 559872 in Douglas County, Nevada, and subject to all provisions thereof and those contained in that certain Declaration of Condominium - South Shore ("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan"), together with that certain Club Property Declaration for ClubWyndham Access Vacation Ownership Plan ("Plan Declaration"), recorded prior hereto, together with any and all amendments and supplements thereto. Less and except all minerals and mineral rights which minerals and mineral rights are hereby reserved unto the Grantor, its successors and assigns.