

DOUGLAS COUNTY, NV

2018-920029

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09/25/2018 12:40 PM

WHITE ROCK GROUP, LLC

KAREN ELLISON, RECORDER

Return by Mail Pick Up To:

White Rock Group LLC
700 South 21st Street
Fort Smith, AR 72901

Name of Project: SOUTH SHORE CONDOMINIUM

**FIRST AMENDMENT TO THE CLUB PROPERTY DECLARATION
FOR CLUBWYNDHAM ACCESS VACATION OWNERSHIP PLAN
AT SOUTH SHORE CONDOMINIUM**

THIS First Amendment to the Club Property Declaration for ClubWyndham Access Vacation Ownership Plan at South Shore Condominium (this "*First Amendment*") is made this 12th day of September, 2018, by Wyndham Vacation Resorts, Inc., a Delaware corporation, authorized to do business in Nevada (the "*Declarant*").

WHEREAS, the Declarant recorded that certain Club Property Declaration for ClubWyndham Access Vacation Ownership Plan at South Shore Condominium (the "*Club Property Declaration*") dated February 19, 2016 as recorded in Official Records at Document No. 2016-877964, in the Public Records of Douglas County, Nevada;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions, and Grant and Reservation of Easements for ClubWyndham Access Vacation Ownership Plan, dated January 3, 2008, as amended or supplemented (the "*Declaration*") is attached as an exhibit to the Club Property Declaration;

WHEREAS, Section 19.3(d) of the Declaration provides that the Declarant has the unilateral right to amend the Declaration to establish changes which apply only to future members of the PTVO Owners Association, Inc., a Delaware non-profit corporation (the "*Association*");

WHEREAS, the Declarant desires to amend the Declaration in accordance with the Declarant's rights under Section 19.3(d) of the Declaration; and

NOW, THEREFORE, pursuant to the power and authority retained by Declarant under the Declaration, and for good and valuable consideration the receipt and sufficiency of which are acknowledged by Declarant, the Declaration is hereby amended as follows:

1. The foregoing recitals are true and correct, form a material part of this First Amendment and are incorporated herein by this reference.
2. Unless otherwise expressly set forth in this First Amendment, all capitalized terms appearing in this First Amendment shall have the meanings ascribed to those terms by the Club Property Declaration and Declaration, as applicable.
3. Section 9.5 of the Declaration is hereby added as follows:

9.5 Declarant's Right of First Refusal Upon Sale. Declarant hereby reserves the right to have a right of first refusal upon any sale of an Ownership; provided, however, that no right of first refusal shall exist with regard to a transfer of Ownership by will or devise, or as a result of a gift or conveyance for nominal consideration (defined to mean less than \$100). Declarant would exercise this right by indicating in the Purchase Agreement that the Ownership sold pursuant thereto is subject to a right of first refusal in favor of Declarant upon any sale of that Ownership. If it was so indicated in the Purchase Agreement, then the Club Ownership Register for that Ownership would also reflect the existence of the Declarant's right of first refusal.

If an Ownership is subject to Declarant's right of first refusal, then upon any proposed sale of that Ownership, the transferor would have to give the Declarant notice of the sale and a copy of the written offer stating the name or names of the transferee(s), their address(es) and the exact terms of the sale, including the consideration, if any, which the transferor is to receive for such sale of the Ownership. Upon receipt of such notice and written offer, Declarant would have a period of thirty (30) days within which to notify the Owner whether or not Declarant intends to exercise its right of first refusal and purchase the Ownership upon the exact same terms as set forth in the written offer. If Declarant does so exercise, then Declarant shall so notify the Owner and the Association within said thirty (30) day period and Declarant shall thereafter acquire the Ownership on the same terms as described in the written offer. Should Declarant fail to respond within the thirty (30) day period or respond that it is not exercising its right of first refusal, then the transferor Owner shall thereafter be free during the succeeding sixty (60) days to consummate the transaction exactly as described in the written offer. If the transaction is not so consummated within said sixty (60) days or should the terms of the transaction change, then Declarant's right of first refusal would again apply to such Ownership and any proposed sale with respect thereto. Declarant's right of first refusal is a continuing right and shall survive any sale involving an Ownership so as to apply to any successor's proposed sale with respect to that Ownership (and consequently, the Club Ownership Register in respect of such transferee's Ownership would reflect Declarant's continuing right of first refusal).

4. All other terms, covenants, conditions, restrictions and easements set forth in the Declaration are hereby reaffirmed, and shall remain unchanged.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed as of the date first set forth above.

Witness:

DECLARANT:

Signature Shirley Casco
Name Shirley Casco

WYNDHAM VACATION RESORTS, INC., a
Delaware corporation

By: Elizabeth Baker

Witness:

Name: Elizabeth Baker
Title: Vice President

Signature Daralis Vega Fernandez
Name Daralis Vega Fernandez

ACKNOWLEDGMENT

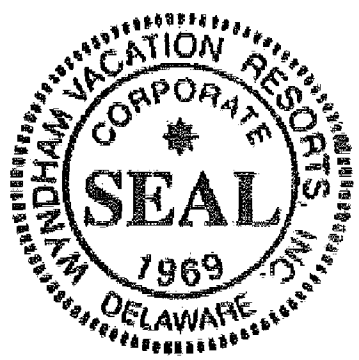
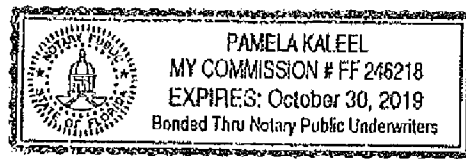
STATE OF FLORIDA)

COUNTY OF ORANGE)

On September 12, 2018, before me, personally appeared Elizabeth Baker the Vice President of **WYNDHAM VACATION RESORTS, INC.**, a Delaware corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument said company executed the instrument.

WITNESS my hand and official seal.

Signature: P. Kaleel
Name: Pamela Kaleel



[Seal]