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Requested By
JONES VARGAS
Washoe County Recorder
Kathryn L. Burke - Recorder

**THIRD SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CASOLEIL AT SPANISH SPRINGS**

THIS THIRD SUPPLEMENTAL DECLARATION ("Supplement") is made this ____ day of 11-8, 2006, by **GALLERIA STATION, LLC, a Nevada limited liability company** (the "Declarant"), for the purpose of submitting certain property to use and ownership in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes.

RECITALS:

A. Declarant caused that certain Declaration of Covenants, Conditions and Restrictions for Casoleil at Spanish Springs, to be recorded on December 7, 2005, as Document No. 3319339, Official Records, Washoe County, Nevada (the "Declaration").

B. Pursuant to Article X of the Declaration, Declarant has the unilateral right to expand the Project, as defined in the Declaration, from time to time by adding thereto all or any portion of certain additional land owned by Declarant and described in Exhibit "B" to the original Declaration (the "Annexable Property").

C. Declarant is the owner of that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with any improvements constructed thereon (the "Annexed Property") which is a portion of the Annexable Property.

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D. Pursuant to the provisions of Article X of the Declaration, Declarant desires to supplement the Declaration to expand the Project by adding thereto the Annexed Property as hereinafter provided.

NOW, THEREFORE, pursuant to, and in compliance with, Article X of the Declaration, Declarant hereby amends and supplements the Declaration as follows:

1. Annexation. The Annexed Property, together with any improvements thereto and all easements, rights and appurtenances thereunto belonging, is hereby annexed to, and made a part of, the Project, and the jurisdiction of the Association is hereby extended to cover the Annexed Property (the Annexed Property is pursuant to this Supplement now included in the term "Project" as defined and used in the Declaration, this Supplement and all future supplements and amendments to the Declaration). The terms and provisions of the Declaration are hereby incorporated herein by reference in order to accomplish such annexation. Any capitalized terms contained herein and defined in the Declaration shall have the meaning as set forth in the Declaration.

2. Grant of Easements. Declarant hereby grants to the Owners of Units in the Project a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area located in the Annexed Property and for ingress, egress, and support over and through such Common Area. Each such non-exclusive easement shall be appurtenant to and pass with title to each Unit in the Project, subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant hereby reserves, for the benefit of the Owners of Units in subsequent phases which may be annexed to the Project, a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area in the Project and for ingress, egress, and support over and through the Common Area of the Project.

4. Special Declarant's Developmental Rights.

4.1 General. Declarant and any Successor Declarant may be undertaking the work of constructing Improvements to and upon the Project. The completion of such construction and the sale or other disposition of Units within the Project is essential to the establishment and welfare of the Project as a planned community. The covenants contained in this Paragraph 4 are personal to Declarant and any Successor Declarant, and may only be transferred by a written assignment duly recorded from a Declarant to a Successor Declarant, or from a Successor Declarant to another Successor Declarant.

4.2 Special Declarant's Rights. Declarant hereby reserves unto itself the rights to:

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4.2.1 Complete all Improvements within the Project, including, but not limited to, those indicated on Plats or Plans or described in the Declaration;

4.2.2 Maintain at least one (1) sales office and management office within the Annexed Property which may be relocated from time to time;

4.2.3 Maintain signs advertising the Project, which signs may be maintained anywhere on the Project, excluding Units owned by Owners other than Declarant;

4.2.4 Use easements through the Common Area for the purpose of making Improvements within the Project; and

4.2.5 Appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date.

Nothing in this Paragraph 4 shall give the Declarant the right to damage any Unit or Improvement not owned by Declarant or interfere unreasonably with the Owners' use of the Common Areas; and Declarant's right to so use the Project shall terminate upon final completion of construction of the Project, or eight (8) years from the recordation of the original Declaration, whichever first occurs, except as required for maintenance and repair obligations conducted by Declarant which may continue after such date.

4.3 Declarant's Developmental Rights. Declarant hereby reserves unto itself the right to add real estate to the Project and create common areas within such real estate as follows:

4.3.1 Property Subject to Annexation. Declarant hereby reserves unto itself for a period of seven (7) years following the recordation of the original Declaration, the right to cause to be annexed to the Declaration as a part of the Project from time to time all or a portion of the remainder of the real property described in Exhibit "B" to the Declaration, provided that a Final Subdivision Map shall have been recorded for the real property to be so annexed, and to create within the real property so annexed a maximum total of **two hundred seventy (270)** Units together with related Common Elements. No assurances are made by Declarant prior to the annexation of any portion of a parcel of such real property as to the size or configuration of such portion, or the order in which any such portion may be annexed. If any portion of a

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parcel of such real property is annexed to the Project, there are no assurances that any other portion or all of such parcel will be annexed.

4.3.2 Manner of Annexation. Such real property shall be annexed by recording in the real estate records of the County Recorder of Clark County, Nevada, a supplemental declaration ("Supplemental Declaration") executed by Declarant describing the real property to be so annexed and declaring that such property shall thereafter be deemed to be Annexed Property as defined in the Declaration and declaring that such Annexed Property shall be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved or otherwise affected in any manner subject to the provisions of the Declaration. Such Supplemental Declaration may set forth any additional restrictions or covenants which may be applicable to such Annexed Property, provided that such additional restrictions shall not be in any manner inconsistent with the provisions of the Declaration. In the event of any inconsistency between the provisions of the Declaration and those of a Supplemental Declaration, the provisions of the Declaration shall control.

4.3.3 Effect of Annexation. Upon recordation of the Supplemental Declaration described in paragraph 4.3.2 above, the real property described in the Supplemental Declaration shall become Annexed Property as defined in the Declaration and shall be subject to all of the provisions of the Declaration.

4.4 Rights and Obligations of Owners. Without limiting the generality and effect of the provisions of Paragraph 4.3.2, after the required annexation procedures are fulfilled, the following shall have been effected thereby:

4.4.1 All Owners in the Project shall be entitled to use the Common Area in the Annexed Property, subject to the provisions of the Declaration;

4.4.2 Owners of Units in the Annexed Property shall thereupon become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Project;

4.4.3 All Owners of Units in the Annexed Property shall have the same membership and voting rights as other Owners. Votes shall not be cast separately by phase; and

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4.4.4 After each annexation, the Association assessments shall be reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Project on the same basis as the other property in the Project; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

5. Further Effect of Annexation. Pursuant to this Supplement the following are effected:

5.1 Owners of Units in the Annexed Property shall be Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas of the Project;

5.2 All Owners of Units in the Annexed Property shall have the same membership and voting rights as other Owners. Votes shall not be cast separately by phase; and

5.3 The Association assessments are hereby reassessed with the Annexed Property being assessed for a proportionate share of the total expenses of the Project on the same basis as the other property in the Project; provided, however, that such reassessment shall not alter the amount of any assessment assessed to a Unit prior to such reassessment.

6. As supplemented and amended by this Supplement, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed, shall remain in full force and effect, and shall apply to the Project as expanded.

IN WITNESS WHEREOF, Declarant has executed this Supplement on the day and year first above written.

**GALLERIA STATION, LLC,
a Nevada limited liability company**

By: _____


DAVID G. HERMAN

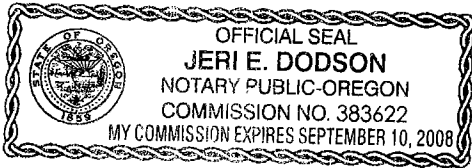
Its: Managing Member

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STATE OF Oregon)
)ss.
COUNTY OF Clackamas)

This instrument was acknowledged before me on 11/8/06, 2006, by DAVID G. HERMAN, as Managing Member of GALLERIA STATION, LLC, a Nevada limited liability company.



Jeri E. Dodson
Notary Public
My Commission Expires: 9/10/08

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EXHIBIT "A"

Legal Description

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Units A through E in Building 4, and Units A through E in Building 5; together with all Common Area, all as according to and shown on Official Plat of Galleria Station Unit No. 1, recorded on December 7, 2005, under File No. 3319338, Official Records, Washoe County, Nevada.

* * *

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