

OFFICIAL RECORD
Requested By:
STEWART TITLE

Assessor's Parcel Numbers
1419-26-510-001 through 010; inclusive
1419-26-610-001 through 009; inclusive; 1419-26-610-011 through 036,
inclusive;
1419-26-711-002, 003, 005 through 011; inclusive;
1419-26-711-013 through 022; inclusive ; 1419-26-711-024 through 028,
inclusive.

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 20.00
BK-1107 PG- 7700 RPTT: 0.00



WHEN RECORDED, MAIL TO:

Ms. Sherry Wagner
6900 South McCarran Boulevard
Suite 1010
Reno, Nevada 89509

Space above line is exclusively for the Recorder's use

**SUPPLEMENTAL DECLARATION
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MONTAÑA AT GENOA LAKES GOLF RESORT
(fka CANYON CREEK MEADOWS)**

This Supplemental Declaration ("**this Supplemental Declaration**") is made as of this 14th day of November, 2007 by GENOA DEVELOPER ASSOCIATES, LLC, a Nevada limited liability company ("**Declarant**") and by DAVIDON DEVELOPMENT CORP., a Nevada corporation ("**Merchant Builder**"), 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 is the present "**Declarant**" under the document entitled *Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows* (the "**Original Declaration**") which was recorded on February 13, 2004 in the Official Records of Douglas County (the "**County**"), Nevada as Document No. 0604581, as the Original Declaration has been amended by the document entitled *First Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows* (the "**First Amendment**" recorded on August 12, 2004 in the Official Records as Document No. 0621279 and by the document entitled *Second Amendment to Declaration of Covenants, Conditions and Restrictions for Montaña at Genoa Lakes Golf Resort (fka Canyon Creek Meadows* (the "**Second Amendment**") recorded on February 28, 2006 in the Official Records as Document No. 0668801, The Original Declaration, as amended by the First Amendment and the Second Amendment, is hereinafter called the "**Declaration**".

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

C. Merchant Builder owns real property (the "**Annexed Property**") located in the County together with any improvements constructed thereon. The Annexed Property is more particularly described as follows:

Lots 1 through 37, inclusive, in Block A; Lots 38 through 55, inclusive, in Block C; and Lots 56 through 69, inclusive, in Block D as set forth on Final Subdivision Map A Planned Development PD 05-001 for SUMMIT RIDGE AT GENOA LAKES GOLF RESORT PHASE 3A, filed for record with the Douglas County Recorder on September 12, 2007 in Book 0907 at page 2074, as Document No. 0709043, Official Records, Douglas County, Nevada.

Assessor's Parcel Numbers

1419-26-510-001 through 010; inclusive
1419-26-610-001 through 009; inclusive; 1419-26-610-011 through 036, inclusive;
1419-26-711-002, 003, 005 through 011; inclusive;
1419-26-711-013 through 022; inclusive ; 1419-26-711-024 through 028, inclusive.

D. Merchant Builder has requested Declarant to expand the Project by adding the Annexed Property to the Project. Declarant is willing to add the Annexed Property to the Project as hereinafter provided, all in accordance with Article X of the Declaration.

AGREEMENTS

NOW, THEREFORE, pursuant to and in compliance with the provisions of Article X of the Declaration, Declarant hereby declares and 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 as of the date upon which this Supplemental Declaration is recorded in the Official Records, and the jurisdiction of the Association is hereby extended to cover the Annexed Property. Pursuant to this Supplemental Declaration the Annexed Property shall henceforth be included in and covered by the term "Project" as said term is defined and used in the Declaration, this Supplemental Declaration and all future supplements and amendments to the Declaration. The provisions of the Declaration are hereby incorporated in this Supplemental Declaration by reference in order to accomplish the annexation of the Annexed Property to the Project. Any terms which are defined in the Declaration shall, when used in this Supplemental Declaration, have the same meaning as in the Declaration. The provisions of the Declaration apply to



the Annexed Property, including, without limitation, the Use Restrictions set forth in Article III of the Original Declaration as amended by the Second Amendment, and the Annexed Property is subject thereto. The Annexed Property shall henceforth be held, conveyed, sold, encumbered, leased, rented, used, occupied, improved and otherwise treated in accordance with and subject to the provisions of the Declaration.

2. Grant of Easements. Declarant and Merchant Builder each hereby grant 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, a subject to the rights and restrictions set forth in Article II of the Declaration.

3. Reservation of Easements. Declarant and Merchant Builder each hereby reserve, 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 located in the Project and for ingress, egress, and support over and through the Common Area of the Project.

4. Rights and Obligations of Owners. Without limiting the generality and effect of Paragraph 1 above:

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

4.2 Owners of Units in the Annexed Property shall become Members of the Association with all the rights and obligations pertaining to Members of the Association. They shall be subject to the provisions of the Declaration. They shall be entitled to use the Common Areas of the Project.

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

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. Special Provisions for the Annexed Property.

5.1 Merchant Builder shall be exempt from the design guidelines set forth in the Declaration and shall construct the Units on the Annexed Property in accordance with Merchant Builder's own design guidelines which Merchant Builder shall apply consistently for all sixty-nine lots in the Annexed Property. If Merchant Builder sells one



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or more lots in the Annexed Property to another builder, the design guidelines set forth in the Declaration shall apply to such lot or lots, and Merchant Builder, as a condition of the sale, shall require the buyer to construct Units on the sold lots in accordance with the design guidelines set forth in the Declaration.

5.2 Merchant Builder shall not be liable for any obligations under the Declaration accruing prior to the date on which this Supplemental Declaration is recorded in the Official Records of the County. Declarant shall defend, indemnify and hold Merchant Builder harmless from any claims, losses or liabilities (including without limitation reasonable attorney's fees and costs) arising from or relating to obligations under the Declaration accruing prior to the date on which this Supplemental Declaration is recorded in the Official Records of the County.

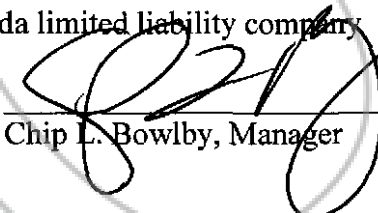
6. Ratification. As supplemented and amended by this Supplemental Declaration, all of the terms and provisions of the Declaration, as previously amended and supplemented, are hereby expressly ratified and confirmed. Said terms and provisions shall remain in full force and effect and shall apply to the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

IN WITNESS WHEREOF, Declarant and Merchant Builder have executed this Supplemental Declaration as of the date first above written.

DECLARANT

GENOA DEVELOPER ASSOCIATES, LLC
a Nevada limited liability company

By



Chip L. Bowlby, Manager

MERCHANT BUILDER

DAVIDON DEVELOPMENT CORP.
a Nevada corporation

By

John Albini
Vice President

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DECLARANT

GENOA DEVELOPER ASSOCIATES, LLC
a Nevada limited liability company

By _____
Chip L. Bowlby, Manager

MERCHANT BUILDER

DAVIDON DEVELOPMENT CORP.
a Nevada corporation

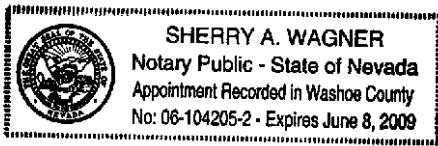
By *John Albini*
John Albini
Vice President

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STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on NOVEMBER 27, 2007
by CHIP L. BOWLBY as Manager of Genoa Development Associates, LLC, a Nevada
limited liability company.





Notary Public
My Commission Expires: June 8, 2009

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 2007
by John Albin as Vice President of Davidson Development Corp., a Nevada corporation.

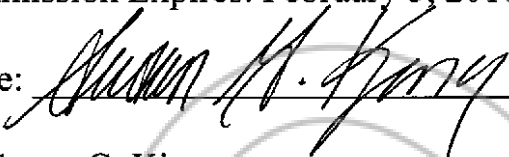
Notary Public
My Commission Expires: _____

State of California } ss
County of Contra Costa }

On November 14, 2007, before me Susan G. King a Notary Public, personally appeared John Albini, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

My Commission Expires: February 5, 2011

Signature: 

Name: Susan G. King



(Seal)

OPTIONAL: Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort, Nevada.