

Requested By:  
Ticor Title - Reno (Commer  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: \$17.00  
BK-613 PG-3524 RPTT: 0.00



**RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:**

Clear Creek Ranch, LLC  
c/o Megan M. Fogarty, Esq.  
Holland & Hart LLP  
5441 Kietzke Lane, 2<sup>nd</sup> Floor  
Reno, Nevada 89511

*# 1101158 FCA* TITLE 1101158H-CD

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**RATIFICATION OF FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CLEAR CREEK TAHOE**

**THIS RATIFICATION OF FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLEAR CREEK TAHOE** (this "Instrument") is made as of June 14 2013, 2013 by Clear Creek Ranch, LLC, a Nevada limited liability company (the "Declarant"), with reference to the following:

**RECITALS:**

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Clear Creek Tahoe recorded in the Official Records of Douglas County, Nevada ("Official Records"), on July 28, 2008, as Document No. 0727575 (which, together with any amendments, supplements, and/or addenda thereto, is herein referred to as the "Declaration"). The Declaration covers that certain property located in Douglas County, State of Nevada, more particularly described in Exhibit "A" to the Declaration (the "Property").

B. By that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Clear Creek Tahoe recorded in the Official Records on October 24, 2008, as Document No. 731856 (the "First Amendment"), various amendments and modifications were made to the Declaration.

C. The First Amendment was, in fact, signed by the Declarant; however, there was a typographical error in the first paragraph identifying the Declarant as "Clear Creek Ranch II, LLC" rather than "Clear Creek Ranch, LLC". Additionally, the notary acknowledgement of the First Amendment was not properly executed.

D. The Declarant desires to ratify and confirm the terms and conditions of the First Amendment as set forth herein.

E. All capitalized terms used herein without definition shall have the meaning given to such terms in the Declaration.



**AGREEMENT**

**NOW, THEREFORE,** Declarant hereby ratifies and confirms the terms and conditions of the First Amendment as follows:

1. The Recitals are true and correct and are incorporated into this Instrument.
2. The defined "Declarant" in the introductory paragraph of the First Amendment is hereby corrected to read "Clear Creek Ranch, LLC," not "Clear Creek Ranch II, LLC," and with this correction, the First Amendment, and all of its terms and provisions, is valid and in full force and effect and is and has always been binding on the Property.

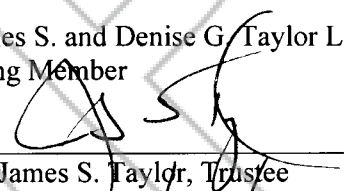
**IN WITNESS WHEREOF,** the Declarant has executed this Instrument as of the date set forth below.

**Declarant:**

**CLEAR CREEK RANCH, LLC,  
a Nevada limited liability company**

By: Clear Creek At Tahoe LLC,  
a Nevada limited liability company  
Its: Sole Member

By: The James S. and Denise G. Taylor Living Trust  
Its: Managing Member

By:   
James S. Taylor, Trustee

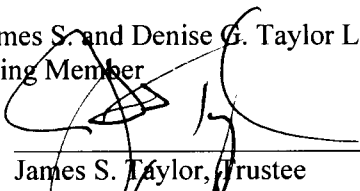
Date: 6/12/2013

CLEAR CREEK RANCH II, LLC, a Nevada limited liability company, hereby joins in the execution of this Instrument, ratifying the First Amendment, as an owner of a portion of the Property.

**CLEAR CREEK RANCH II, LLC,  
a Nevada limited liability company**

By: Clear Creek At Tahoe LLC,  
a Nevada limited liability company  
Its: Sole Member

By: The James S. and Denise G. Taylor Living Trust  
Its: Managing Member

By:   
James S. Taylor, Trustee

Date: 6/12/2013



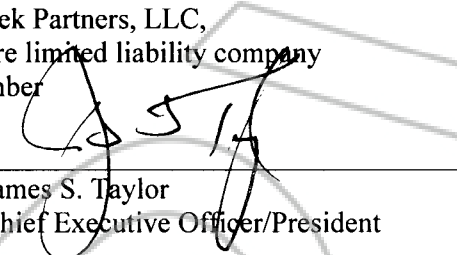
*[Signature page for Ratification of First Amendment to CC&Rs Continued]*

CLEAR CREEK GOLF, LLC, a Delaware limited liability company, hereby joins in the execution of this Instrument, ratifying the First Amendment, as an owner of a portion of the Property.

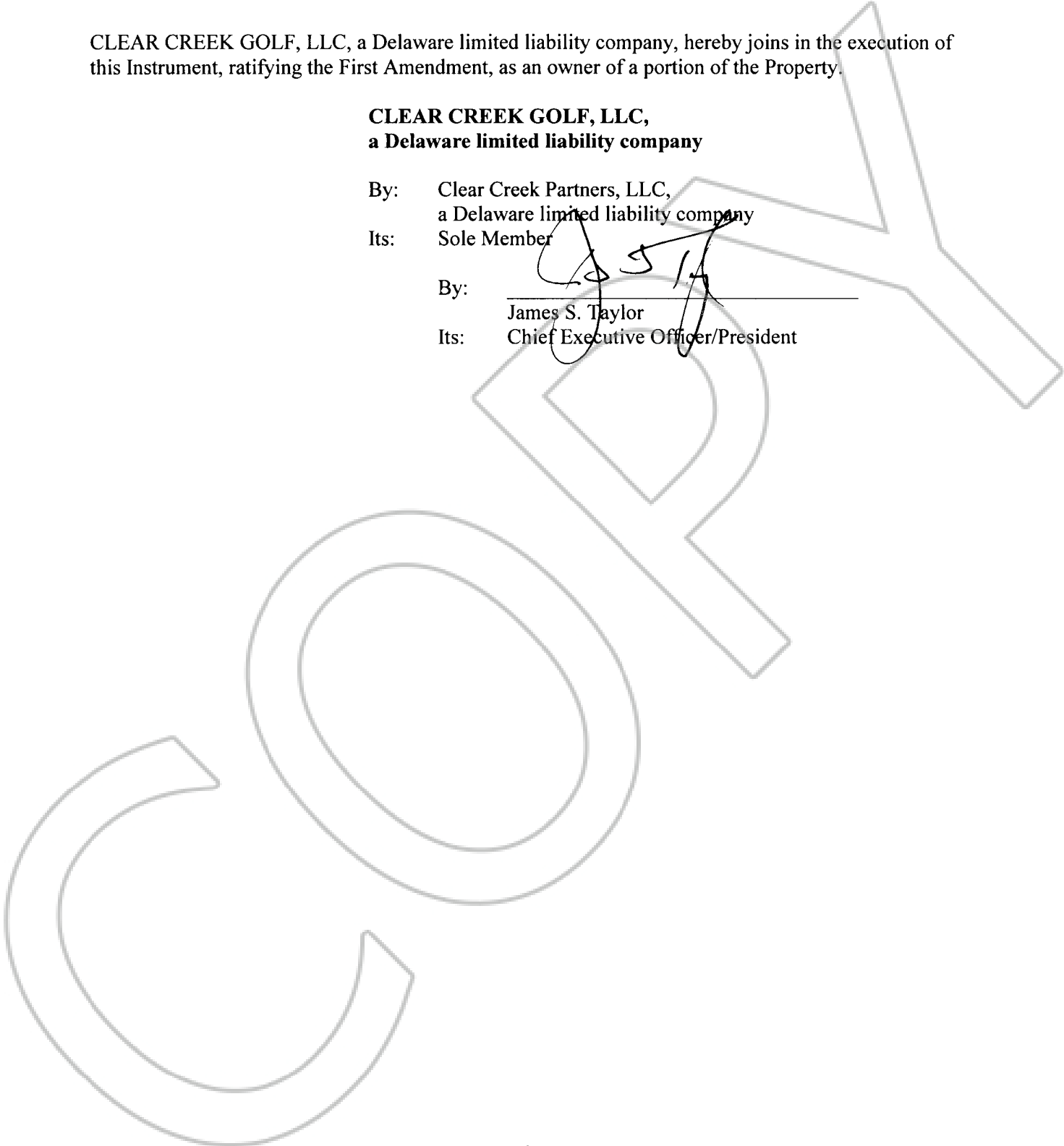
**CLEAR CREEK GOLF, LLC,  
a Delaware limited liability company**

By: Clear Creek Partners, LLC,  
a Delaware limited liability company

Its: Sole Member

By:   
James S. Taylor

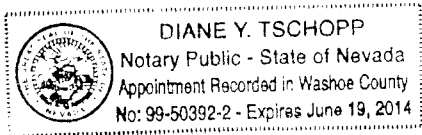
Its: Chief Executive Officer/President





STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF Washoe    )

This instrument was acknowledged before me on June 12, 2013, by James Taylor, as Trustee of the James S. and Denise G. Taylor Living Trust, Managing Member of Clear Creek At Tahoe LLC, a Nevada limited liability company, Sole Member of Clear Creek Ranch, LLC, a Nevada limited liability company.



Diane Y. Tschopp  
Notary Public  
My Commission Expires: 6/19/2014

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF Washoe    )

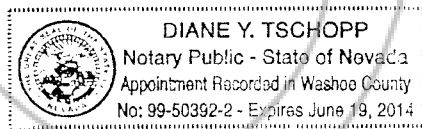
This instrument was acknowledged before me on June 12, 2013, by James Taylor, as Trustee of the James S. and Denise G. Taylor Living Trust, Managing Member of Clear Creek At Tahoe LLC, a Nevada limited liability company, Sole Member of Clear Creek Ranch II, LLC, a Nevada limited liability company.



Diane Y. Tschopp  
Notary Public  
My Commission Expires: 6/19/2014

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF Washoe    )

This instrument was acknowledged before me on June 12, 2013, by James Taylor, as the Chief Executive Officer and President of Clear Creek Partners, LLC, a Delaware limited liability company, as the Sole Member of Clear Creek Golf, LLC, a Delaware limited liability company.



Diane Y. Tschopp  
Notary Public  
My Commission Expires: 6/19/2014