

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

Matthew Taylor
Clear Creek Golf, LLC
199 Old Clear Creek Road
Carson City, Nevada 89705



KAREN ELLISON, RECORDER

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)

RESTRICTIVE COVENANT

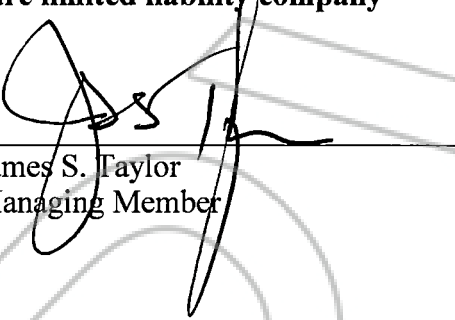
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Clear Creek Golf, LLC, a Delaware limited liability company ("Owner")---as owner of that certain real property in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Burdened Parcel"), and for the benefit of the Board of County Commissioners of Douglas County, Nevada, as well as for the benefit that certain real property in Douglas County, Nevada, more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (collectively, the "Benefited Parcels")---does hereby covenant to its acknowledgement and agreement that the County of Douglas, State of Nevada (the "County"), is the holder of certain rights pursuant to that certain easement document recorded in the Official Records of Douglas County, Nevada, on October 27, 2016, as Document No. 889721 (the "Easement"), that pursuant to the Easement the County holds the right to install, construct, maintain, use, operate, modify, repair, and/or replace certain sanitary sewer system improvements (including, without limitation, sanitary sewer lift stations) (the "Sewer Improvements"), and that the owner of the Burdened Parcel shall not modify, alter, or otherwise interfere with the Sewer Improvements or the portions of the Burdened Parcel occupied thereby.

The terms of this Restrictive Covenant shall be binding upon the successors and assigns of Owner and shall be deemed to run with the Benefited Parcels and the Burdened Parcel as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute a benefit to the County, and benefits and burdens to the Benefited Parcels and the Burdened Parcel, and to all persons hereafter acquiring or owning any interest in the Benefited Parcels or the Burdened Parcel, however such interest may be obtained. Without limiting the generality or effect of the foregoing, this Restrictive Covenant shall be enforceable by the County, including recovering damages, costs, and/or fees associated with enforcement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner has executed this Restrictive Covenant as of the date of notarization of the signature of Owner's representative, but to be effective as of the date of recordation of this Restrictive Covenant in the official records of the Recorder's Office of Douglas County, Nevada.

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

By: 
Its: James S. Taylor
Managing Member

STATE OF Nevada)
COUNTY OF Douglas)

This instrument was acknowledged before me on November 17, 2016, by James S. Taylor as Managing Member of Clear Creek Golf, LLC, a Delaware limited liability company.




Notary Public
My Commission Expires: 8-1-18

Exhibit "A"

Legal Description of the Burdened Parcel

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

Parcel 11 as shown on that Boundary Line Adjustment/Record of Survey (BLA/ROS) Map Document No. 725936 and described in Deed Document No. 725935, filed in the Official Records of Douglas County, Nevada on June 27, 2008.

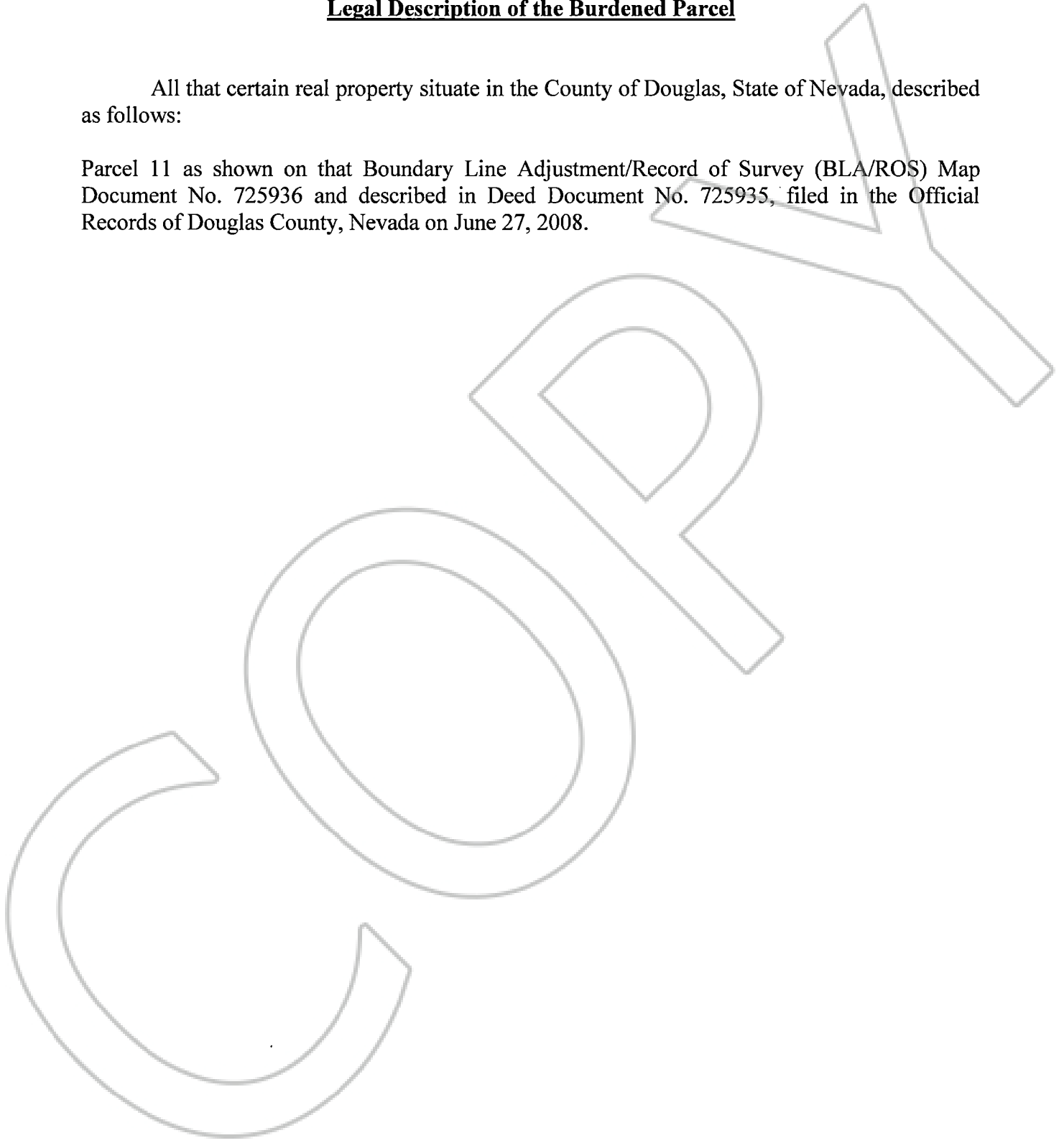


Exhibit "B"

Legal Description of the Benefitted Parcels

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

All that real property located within the parametrical boundaries of Clear Creek Tahoe – Phase 1, as subdivided and shown on the Final Map of Clear Creek Tahoe – Phase 1, Subdivision Map N/A, recorded in the Official Records of Douglas County, Nevada, on November 18, 2016, as Document No. 890939.