

APN:

1419-26-412-001 thru 1419-26-412-008
1419-26-412-010 thru 1419-26-412-016
1419-26-413-001 thru 1419-26-413-003
1419-26-414-001 thru 1419-26-414-024
1419-35-111-001 thru 1419-35-111-013

The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

WHEN RECORDED, MAIL TO:

RENO 37, LLC
3202 West March Lane, Suite A
Stockton, California 95219

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

THIS SUPPLEMENTAL DECLARATION (“**Supplement**”) is made this 15 day of December, 2016 by RENO 37, LLC, a Nevada limited liability company (“**Reno 37**”), 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. **LITTLE MONDEAUX LIMOUSIN CORPORATION**, a Nevada corporation (“**Original Declarant**”) caused the Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows to be recorded on February 13, 2004, as Document No. 0604581, Official Records, Douglas County, Nevada (“**Original Declaration**”).

B. Original Declarant caused the First Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows to be recorded on August 12, 2004, as Document No. 0621279, Official Records, Douglas County, Nevada (“**First Amendment to Declaration**”).

C. Original Declarant and **GENOA DEVELOPER ASSOCIATES, LLC**, a Nevada limited liability company ("**First Successor Declarant**") caused an Assignment of Declarant's Rights for Canyon Creek Meadows to be recorded on August 12, 2004, as Document No. 0621294, Official Records, Douglas County, Nevada ("**First Assignment of Declarant's Rights**"), where Original Declarant assigned to First Successor Declarant all the rights of Original Declarant, whether created by the Original Declaration, as amended, or afforded to a declarant under applicable provisions of Nevada law, under the Original Declaration, as amended; and First Successor Declarant assumed all of the obligations of the Original Declarant under the Original Declaration, as amended, and under provisions of Nevada law pertaining to declarants under declarations of covenants, conditions and restrictions for residential subdivision, all as further set forth in the First Assignment of Declarant's Rights.

D. First Successor Declarant caused the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Montaña at Genoa Lakes Golf Resort (fka Canyon Creek Meadows) to be recorded on February 28, 2006, as Document No. 0668801, Official Records, Douglas County, Nevada ("**Second Amendment to Declaration**"). Among other things, the Second Amendment to Declaration changed the names of the: (i) Declaration to Declaration of Covenants, Conditions and Restrictions for Montaña at Genoa Lakes Golf Resort; (ii) community to Montaña at Genoa Lakes Golf Resort; and (iii) Association to the Montaña Homeowners Association.

E. First Successor Declarant caused the Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Montaña at Genoa Lakes Golf Resort (fka Canyon Creek Meadows) to be recorded on December 29, 2006, as Document No. 0691796, Official Records, Douglas County, Nevada, which supplement is subject to a Notice of Errata, Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Montaña at Genoa Lakes Golf Resort (fka Canyon Creek Meadows) recorded December 9, 2010, as Document No. 775202, Official Records, Douglas County, Nevada ("**First Supplemental Declaration**"). Among other things, the First Supplemental Declaration made certain annexed property defined therein a part of the Property and the jurisdiction of the Association.

F. The Montaña Homeowners Association, a Nevada non-profit corporation ("**Association**") caused the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Montaña at Genoa Lakes Golf Resort (aka Canyon Creek Meadows) to be recorded on July 19, 2011, as Document No. 0786564, Official Records, Douglas County, Nevada, which amendment was re-recorded on July 26, 2013, as Document No. 0827900, Official Records, Douglas County, Nevada ("**Third Amendment to Declaration**").

G. The Association caused the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Montaña at Genoa Lakes Golf Resort (aka Canyon Creek Meadows) to be recorded on March 29, 2012, as Document No. 0799805, Official Records, Douglas County, Nevada, which amendment was re-recorded on August 1, 2013, as Document No. 0828216, Official Records, Douglas County, Nevada ("**Fourth Amendment to Declaration**").

H. The Association caused an amendment to its Articles of Incorporation to be filed on August 22, 2012 with the Nevada Secretary of State changing its name to Genoa Lakes Resort Homeowners Association.

I. First Successor Declarant and **RENO 37** ("**Second Successor Declarant**" or "**Declarant**") caused an Assignment of Declarant's Rights for Montaña at Genoa Lakes Golf Resort to be recorded on December 27, 2010, as Document No. 776082, Official Records, Douglas County, Nevada ("**Second Assignment of Declarant's Rights**"), where First Successor Declarant assigned to Second Successor Declarant all the rights of First Successor Declarant, whether created by the Original Declaration, as amended, or afforded to a declarant under applicable provisions of Nevada law, under the Original Declaration, as amended; and Second Successor Declarant assumed all of the obligations of the First Successor Declarant under the Original Declaration, as amended, and under provisions of Nevada law pertaining to declarants under declarations of covenants, conditions and restrictions for residential subdivision, all as further set forth in the Second Assignment of Declarant's Rights. As a result of the foregoing, **RENO 37** is a Successor Declarant under and as defined in the Declaration.

J. The Original Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, and together with the First Supplemental Declaration, this Supplement and any other amendments or supplements to any of the foregoing, are collectively referred to as the "**Declaration.**"

K. Pursuant to **Section 10.3.1** of the Declaration, Declarant has the right, without the consent of the Members of the Association, to expand the Property by adding to the Property all or any portion of the Annexable Property owned by Declarant.

L. Declarant is the owner of the real property described on **Exhibit A** attached to this Supplement, together with any improvements constructed thereon ("**Annexed Property**"). The Annexed Property is a portion of the Annexable Property.

M. Pursuant to the provisions of **Section 10.3** of the Declaration, Declarant desires to supplement the Declaration to expand the Property by adding to the Property the Annexed Property.

N. Nothing in this Supplement is intended to amend the Declaration.

NOW, THEREFORE, pursuant to, and in compliance with, **Section 10.3** of the Declaration, Declarant hereby supplements the Declaration as follows:

1. **Declaration Reference.** This Supplement pertains to the Declaration as described in the Recitals above. Any capitalized terms used but not defined in this Supplement have the meanings set forth in the Declaration.

2. **Extension of General Plan/Annexation.** The Annexed Property is hereby added to the Property subject to the Declaration, and the jurisdiction of the Association is hereby extended to

cover all of the Annexed Property. Upon the recordation of this Supplement in the Official Records, Douglas County, Nevada, the Annexed Property shall be subject to each and every provision contained in the Declaration, and each and every covenant, condition, restriction and easement and all other matters contained in the Declaration shall be applicable to the Annexed Property as if the Annexed Property were originally covered by the Declaration and originally constituted a portion of the Property. The terms and provisions of the Declaration are incorporated into this Supplement by reference to accomplish for foregoing annexation.

3. Description. The real property comprising the Annexed Property are Lots identified on Exhibit A, and the Annexed Property contains 55 Lots. Identifying numbers are assigned to each Lot in the Annexed Property as provided on the Final Map for Montaña Phase 2C, 2D and 2E, recorded on December 17, 2007, as Document No. 714941, Official Records, Douglas County, Nevada ("**Final Map**").

4. Declarant's Rights. Declarant reserves unto itself the right to:

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

4.2. Maintain at least one (1) sales office and management office within the Property owned by Declarant, which may be relocated from time to time;

4.3. Maintain signs advertising the Annexed Property, which signs may be maintained anywhere within the Property, excluding Lots owned by Owners other than Declarant;

4.4. Use easements through the Common Area for the purpose of making Improvements within the Property;

4.5. Exercise Developmental Rights (as defined in NRS 116.039) with respect to the Annexed Property, subject to the terms and provisions of the Declaration; and

4.6. Enjoy and exercise all other existing rights afforded to Declarant to the fullest extent granted or reserved to Declarant under the Declaration.

5. Commencement of Assessments. In accordance with Section 6.7 of the Declaration and NRS 116.2107, the Annual Assessments for an annexed Lot within the Annexed Property shall commence on the date upon which a certificate of occupancy has been issued for a dwelling constructed on the annexed Lot ("Trigger Event"). A Trigger Event for an annexed Lot makes only that annexed Lot subject to Annual Assessments; it does not make the remainder of the Lots within the Annexed Property subject to Annual Assessments (only a Trigger Event as to each other Lot makes each Lot subject to Annual Assessments).

6. Rights and Obligations of Owners. Without limiting the generality and effect of the other provisions of this Supplement, upon the recordation of this Supplement in the Official Records, Douglas County, Nevada, the following shall have been effected thereby:

6.1. All Owners within the Property shall be entitled to use the Common Area in the Annexed Property, if any, subject to the provisions of the Declaration;

6.2. Owners of Lots within the Annexed Property shall become Members of the Association, shall be subject to the provisions of the Declaration and shall be entitled to use the Common Areas within the Property;

6.3. All Owners of Lots within the Annexed Property shall have the same membership and voting rights as other Owners. Votes shall not be cast separately by phase.

7. Ratification. As supplemented by this Supplement, the terms and provisions of the Declaration, remain in full force and effect and shall apply to the Property.

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

RENO 37, LLC, a Nevada limited liability company

By: Denise Tschirky
Name: Denise Tschirky
Its: Vice President

This instrument is being recorded as an "Accommodation Only" by First American Title Company and has not been examined as to its validity, execution or its effect upon title, if any.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)SS
COUNTY OF SAN JOAQUIN)

On December 15, 2016, before me Jaynie Tamara Gaines, Notary Public,
personally appeared Denise Tschirky

Denise Tschirky, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jaynie Tamara Gaines
Notary Public
My Commission Expires: July 13, 2017

This area for official notarial seal

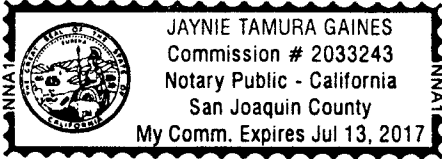


EXHIBIT A

Legal Description of Annexed Property

The land referred to is situated in the County of Douglas, State of Nevada and is described as follows:

LOTS 1 THROUGH 8 IN BLOCK A; LOTS 9 THROUGH 11 IN BLOCK B; LOTS 12 THROUGH 15 IN BLOCK C; LOTS 16 THROUGH 23 IN BLOCK D; LOTS 24 THROUGH 31 IN BLOCK E; LOTS 32 THROUGH 52 IN BLOCK F; AND LOTS 53 THROUGH 55 IN BLOCK G AS SET FORTH ON THE FINAL SUBDIVISION MAP, A PLANNED UNIT DEVELOPMENT, PD 05-001 FOR MONTANA PHASE 2C, 2D, AND 2E, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON DECEMBER 17, 2007, IN BOOK 1207, AT PAGE 3697, AS DOCUMENT NO. 714941, OFFICIAL RECORDS.