

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

Matthew Taylor
Clear Creek Residential, 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

RESTRICTIVE COVENANT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Clear Creek Residential, LLC, a Delaware limited liability company ("Owner")---as owner of the Burdened Lots, and for the benefit of the Board of County Commissioners of Douglas County, Nevada (the "County"), as well as the Benefited Parcels---does hereby covenant, acknowledge, and agree that any Detention Basin Facilities located upon a particular Burdened Lot are to be kept, repaired, replaced, and/or maintained as the sole responsibility and at the sole cost and expense of Clear Creek Tahoe Community Association, a Nevada nonprofit corporation (the "Association"), and that the keeping, repair, replacement, and/or maintenance of such Detention Basin Facilities is in no way the responsibility of any public entity with jurisdiction over such Burdened Lot. Notwithstanding the foregoing, Owner covenants, acknowledges, and agrees that the County shall have the right to enforce the Association's maintenance obligations as to the Detention Basin Facilities, as well as the right, but not the obligation, to perform the Association's maintenance obligations relative to the Detention Basin Facilities. Owner further covenants, acknowledges, and agrees that that the owner of a particular Burdened Parcel shall not modify, alter, or otherwise interfere with the Detention Basin Facilities or the portions of the Burdened Parcel occupied thereby.

For purposes hereof, the term (i) "Burdened Lots" means Lots 288, 289, 290, 303, 308, 313, 314, 322, 326, 330, 333, 336, 337, Parcel C, and Parcel D, as shown on the Final Map, and the term "Burdened Lot" means any one of the Burdened Lots; (ii) "Benefited Parcels" means all that real property located within the parametrical boundaries of Clear Creek Tahoe - Unit 2, as subdivided and shown on the Final Map; (iii) "Final Map" means Clear Creek Tahoe - Unit 2, Subdivision Map, recorded in the Official Records of Douglas County, Nevada, on September 26, 20 17, as Document No. 2017-904626; (iv) "Detention Basin Facilities" means, as to any particular Burdened Parcel, the storm water detention basin or basins to be included upon such Burdened Parcel in accordance with the Grading Plans for such Burdened Parcel; and (v) "Grading Plans" shall mean, as to any particular Burdened Parcel, the grading and drainage plans for such Burdened Parcel approved by the County in connection with the development of both such Burdened Parcel and the broader subdivision covered by the

tentative map to which the Final Map relates, as such plans may be modified and replaced from time to time.

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 each Burdened Lot 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 each Burdened Lot, and to all persons hereafter acquiring or owning any interest in the Benefited Parcels or such Burdened Lot, 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.

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