

When Recorded, Mail to:

Clear Creek Tahoe Community Association  
c/o Gayle A. Kern, Esq.  
Kern & Associates, Ltd.  
5421 Kietzke Lane, Suite 200  
Reno, NV 89511



00067527201809092260080084

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)

**RE-RECORD**  
**SECOND AMENDMENT TO THE MASTER DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF**  
**EASEMENTS FOR CLEAR CREEK TAHOE**

**THIS DOCUMENT IS BEING RE-RECORDED TO**  
**CORRECT THE SCRIVENER'S ERROR ON PAGE TWO**

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030, Section 4.

This cover page must be typed or printed in black ink.

- (b) On the first day of the calendar month following the date on which the one-hundred-fifty-fourth (154<sup>th</sup>) Recreation Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of ten (20) Annual Assessments;
- (c) On the first day of the calendar month following the date on which the two-hundred-thirty-first (231<sup>st</sup>) Recreation Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of thirty (30) Annual Assessments;
- (d) On the first day of the calendar month following the date on which the three-hundred-eighth (308<sup>th</sup>) Recreation Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of forty (40) Annual Assessments;
- (e) On the first day of the calendar month following the date on which the three-hundred-eighty-fourth (384<sup>th</sup>) Recreation Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of fifty (50) Annual Assessments;

The Recreation Unit Owner, in its discretion, may commence payment of Annual Assessments sooner than the benchmark sales identified, but may not delay the commencement of payments identified above.

2. Article 5 shall be amended as follows:

5.4 **Review Procedures.**

(c) **DRC Decisions.** The vote or written consent of a majority of members of the DRC on an application shall constitute the DRC's decision on that application. The DRC shall render its decision on an application within ninety (90) days after receipt of a completed application and all required information. The decision shall be communicated by written Notice to the Applicant within five (5) days after being rendered, and, subject to Section 5.4(b), may be (i) approval of the application, with or without conditions (such as the posting of a performance bond or cash deposit), (ii) approval of a portion of the application (with or without conditions, such as the posting of a performance bond or cash deposit) and disapproval of other portions, or (iii) disapproval of the application.

In the event the DRC fails to timely render its decision on an application, such application shall be deemed approved; provided, however, that no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 5.7 below, and further provided that no approval may be deemed granted if such approval is subject to prior compliance with Section 5.4(b)(ii).

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00059325201709020990060060  
KAREN ELLISON, RECORDER

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**SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CLEAR CREEK TAHOE**

This SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CLEAR CREEK TAHOE ("Amendment") is made this 21st day of July 2017, and certified by the President and Secretary of the Clear Creek Tahoe Community Association, Inc., a Nevada non-profit corporation (the "Association").

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Clear Creek Tahoe recorded September 27, 2016 as Document No. 888265 of the Douglas County Recorder; and the First Amendment to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Clear Creek Tahoe recorded November 16, 2016 as Document No. 890755 of the Douglas County Recorder (collectively the "Declaration").

NOW, THEREFORE, the undersigned hereby acknowledge and certify that the Owners entitled to cast at least seventy-five percent (75%) of the votes to amend the Declaration as follows:

1. The Definition section shall be amended as follows:

**"Common Expense Allocation Commencement Date"**: For all Units created on a particular Plat, the first day of the calendar month following the date on which is closed and Recorded the first sale to a non-Declarant Owner of any Unit shown on that Plat; except that, as to the Recreation Unit, its Common Expense Allocation Commencement Date shall be on incremental basis as follows:

- (a) On the first day of the calendar month following the date on which the seventy-seventh (77<sup>th</sup>) Residential Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of ten (10) Annual Assessments;

- (b) On the first day of the calendar month following the date on which the one-hundred-fifty-fourth (154<sup>th</sup>) Residential Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of ten (20) Annual Assessments;
- (c) On the first day of the calendar month following the date on which the two-hundred-thirty-first (231<sup>st</sup>) Residential Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of thirty (30) Annual Assessments;
- (d) On the first day of the calendar month following the date on which the three-hundred-eighth (308<sup>th</sup>) Residential Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of forty (40) Annual Assessments;
- (e) On the first day of the calendar month following the date on which the three-hundred-eighty-fourth (384<sup>th</sup>) Residential Unit to a non-Declarant Owner is closed and recorded, the Residential Unit Owner shall pay the equivalent of fifty (50) Annual Assessments;

The Residential Unit Owner, in its discretion, may commence payment of Annual Assessments sooner than the benchmark sales identified, but may not delay the commencement of payments identified above.

2. Article 5 shall be amended as follows:

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In the event the DRC fails to timely render its decision on an application, such application shall be deemed approved; provided, however, that no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 5.7 below, and further provided that no approval may be deemed granted if such approval is subject to prior compliance with Section 5.4(b)(ii).

After the termination of the Declarant Control Period, the Member may appeal the DRC Decision to the Board as provided in Section 4.13 of the Bylaws.

3. Article 7 shall be amended as follows:

7.2 **Board of Directors.** Except as to matters requiring the approval of members as set forth in the Articles, Bylaws, this Declaration, or other appropriate Chapters of the NRS, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with this Declaration or the Bylaws. Except for the members of the Board appointed by Declarant prior to Declarant's Control Termination Date, the Board shall be composed of Class A Members only. All members of the Board must be at least eighteen (18) years of age, and must satisfy all eligibility requirements set forth in the Act.

7.3 **Membership.**

(c) **Classes and Voting.**

(ii) **Allocation of Votes.**

(B) **Recreation Unit.** At the conveyance of all available Lots, fifty (50) votes shall be allocated to the Recreation Unit. Until the conveyance of all Lots, voting rights shall be exercised in increments in the same ratio as the Recreation Unit Owner pays equivalent Annual Assessments as provided in "Common Expense Allocation Commencement Date". When the Recreation Unit Owner pays the equivalent of ten (10) Annual Assessments, ten (10) votes shall be allocated, and when twenty (20) Annual Assessments are paid, twenty (20) votes shall be allocated, and when thirty (30) Annual Assessments are paid, thirty (30) votes shall be allocated, and when forty (40) Annual Assessments are paid, forty (40) votes shall be allocated, and when fifty (50) Annual Assessments are paid, fifty (50) votes shall be allocated.

4. Article 9 shall be amended as follows:

9.1 **Common Expenses Generally; Liability for Common Expenses.**

(a) **General Common Expenses.** As to Common Expenses incurred for the benefit of all Units (such as, by way of example, Common Expenses incurred as general overhead and administrative costs of operating the Association), an amount arrived at by dividing all Common Expenses by the total number of all Units for which the Common Expense Allocation Commencement Date has occurred; and

(b) **Limited Common Expenses.** As to any Common Expense incurred for the benefit of the particular Unit and other Units, but less than all the Units (such as, by way of example, Common Expenses incurred in connection with maintaining Cost Center Improvements, or providing services to a select group of Units in a Cost Center or otherwise), an amount arrived at by dividing the total number of Units benefitted by the relevant Common Expense and for which the Common Expense Allocation Commencement Date has occurred.

9.2 **Assessments.** The Association shall generally seek to collect each Owner's share of Common Expenses, as set forth in Section 9.1, by levying assessments against such Owner's Unit as provided in this Section 9.2, which assessments shall then be paid by such Owner. Each Owner, for each Unit owned by such Owner, hereby covenants and agrees to pay to the Association such assessments as are made pursuant to this Section 9.2. The Recreation Unit Owner shall pay the multiple of the assessments allocated to each Owner as set forth above under "Common Expense Allocation Commencement Date."

9.3 **Collection Matters.**

(a) **Generally.** The right to collect and enforce assessments and all other amounts owed to the Association is vested in the Board acting for and on behalf of the Association. The Board, its authorized representative, or the Association's attorney, can enforce the obligations of others to pay assessments or other amounts provided for under this Declaration by commencement and maintenance of a suit at law or in equity, by judicial or non-judicial proceedings or, to the extent permitted by applicable law, by the exercise of the power of sale granted to the Board pursuant to the Act and this Declaration. Suit to recover a money judgment against an Owner for unpaid assessments and/or other amounts due hereunder shall be maintainable without first foreclosing against the Owner's Unit or waiving the Association's lien rights against such Unit. Furthermore, in the event of a default in which an Owner does not make payment when due of any assessment or installment thereof, the Board shall have the right, after granting notice and an opportunity to be heard (in the manner set forth in Section 14.2(b)(iii)), to declare all unpaid assessments for the pertinent fiscal year immediately due and payable.

(b) **Lien for Amounts Owed; Priority.** All assessments allocated to a Unit, and all penalties (including construction penalties allowed under Section 14.2(b)(iii)(D)), fees, charges, late charges, fines, interest thereon, attorney's fees, and costs related to that Unit or the Unit's Owner or occupants, shall be secured by a lien on such Unit in favor of the Association from the date the assessment or other applicable amount becomes due. If an assessment or other such amount is payable in installments, the full amount of the assessment or other amount is a lien from the time the first installment thereof becomes due. Recording of this Declaration constitutes record notice and perfection of such, and further recording of a claim of lien for assessments is not required. As to each Unit, the priority of the lien provided for herein, relative to other liens and encumbrances on such Unit, shall be as set forth in NRS 116.3116 (as amended or superseded).

9.5 **Subsidy Agreements.** Notwithstanding anything else herein to the contrary, the Association, through the Board, is specifically authorized and empowered to enter into a subsidy agreement or other similar agreements with Declarant and/or a Participating Builder, and/or Recreation Unit Owner, whereby assessments otherwise payable by Declarant or such Participating Builder on Units owned by Declarant or such Participating Builder, respectively, are deemed satisfied in exchange for the payment by Declarant or such Participating Builder of shortfalls in the Association's operating expenses or the provision of maintenance of the Common Elements, the Association's easements and improvements upon the Areas of Common

Responsibility, and/or the performance of certain other services which are Common Expenses of the Association and/or the obligations due by the Recreation Unit Owner.

5. Article 10 shall be amended as follows:

10.2 **Special Declarant's Rights.**

(a) **Reservation in Favor of Declarant.** Declarant hereby reserves unto itself the rights to:

6. Article 15 shall be amended as follows:

15.3 **Rockery Wall Rodent Disclosure.** Each Owner, by acceptance of a deed to a Unit, acknowledges that rockery walls provide a favorable habitat for wild rodents such as ground squirrels, chipmunks, and others that can acquire plague through the bite of an infected flea. The rock surface provides an urban interface with these wild rodents. There is a risk of disease transmission to humans and domestic animals, especially cats. For this reason the public should not handle any wild rodents. An awareness of this risk by residents moving into developments having rockery walls will reduce the risk of disease transmission.

7. Article 16 shall be amended as follows:

Section 16.1 (e) of the Declaration is hereby deleted in its entirety and replaced with the following language:

(e) Declarant shall have the right to amend this Declaration unilaterally through recordation of Supplemental Declarations, as allowed pursuant to the terms hereof or otherwise in accordance with the Act, and Club Operator shall have the right to effect an amendment of this Declaration by cancellation of Section 11.7 through recordation of the Notice of Cancellation in accordance with Section 11.7(i);

*Certification and Signatures on following page*

**Certification**

We, the undersigned, hereby certify, under penalty of perjury, that this Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements was provided to its members for action and that one-hundred and three (103) of a total one hundred twenty one (121) unit owners voted in favor of this Second Amendment; that the affirmative action was taken by those members whose votes are recorded in the official records of the Association, and that such affirmative vote conforms with the requirements that there be at least a majority affirmative vote found in the Declaration.

CLEAR CREEK TAHOE COMMUNITY  
ASSOCIATION, A NEVADA NONPROFIT  
CORPORATION

By: [Signature]  
Jim Taylor, President

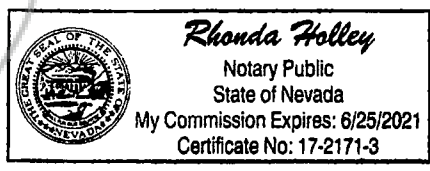
By: [Signature]  
FRANK SANCHEZ, Secretary

STATE OF NEVADA )  
 )  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on July 25, 2017, by Jim Taylor as President of Clear Creek Tahoe Community Association, a Nevada nonprofit corporation.

[Signature]  
Notary Public

STATE OF NEVADA )  
 )  
COUNTY OF DOUGLAS )



This instrument was acknowledged before me on July 25, 2017, by Frank Sanchez as Secretary of Clear Creek Tahoe Community Association, a Nevada nonprofit corporation.

[Signature]  
Notary Public

