

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Clear Creek Tahoe Community Association
Attn: President
199 Old Clear Creek Road
Carson City, Nevada 89705

The undersigned hereby affirm(s) 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)

**NOTICE REGARDING
PAYMENTS DUE TO CLUB OPERATOR**

(CLEAR CREEK TAHOE COMMUNITY ASSOCIATION)

This Notice Regarding Payments Due to Club Operator ("Notice"), which shall be effective as the date it is recorded in the office of the County Recorder of Douglas County, Nevada ("Official Records"), is made by Clear Creek Tahoe Community Association, a Nevada nonprofit corporation (the "Association"), with reference to the following facts and is as follows:

RECITALS

A. Reference is hereby made to that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Clear Creek Tahoe, recorded in the Official Records on September 27, 2016, as Instrument No. 2016-888265 (which, together with any amendments, supplements, annexations, and/or addenda thereto is herein referred to as the "Declaration"). Any capitalized term used and not otherwise defined herein shall have the meaning ascribed thereto in the Declaration.

B. The Declaration provides for the creation of the planned common-interest community commonly known as Clear Creek Tahoe, and further provides for the establishment of the Association, the membership of which is comprised of Owners within the Clear Creek Tahoe Community. The Association operates in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes (the "Act").

C. Pursuant to the Declaration, the Association is charged with certain responsibilities and obligations in connection with the Clear Creek Tahoe Community, including the general obligation to conduct all business affairs of common interest to all Members of the Association.

D. It has come to the Association's attention that certain financial obligations of Owners, performance of which accrues to the benefit of all Owners, may be going unsatisfied. Specifically, the Association is informed that certain Owners may not be paying all amounts due to Club Operator under Section 11.7(f) of the Declaration; and further that, depending on the title and/or escrow service used to facilitate transfer of such an Owner's Unit, such funds may be going uncollected upon transfer of the relevant Unit to a new Owner, notwithstanding the Club Operator's lien on such Unit pursuant to the Declaration's Section 11.7(f)(iii).

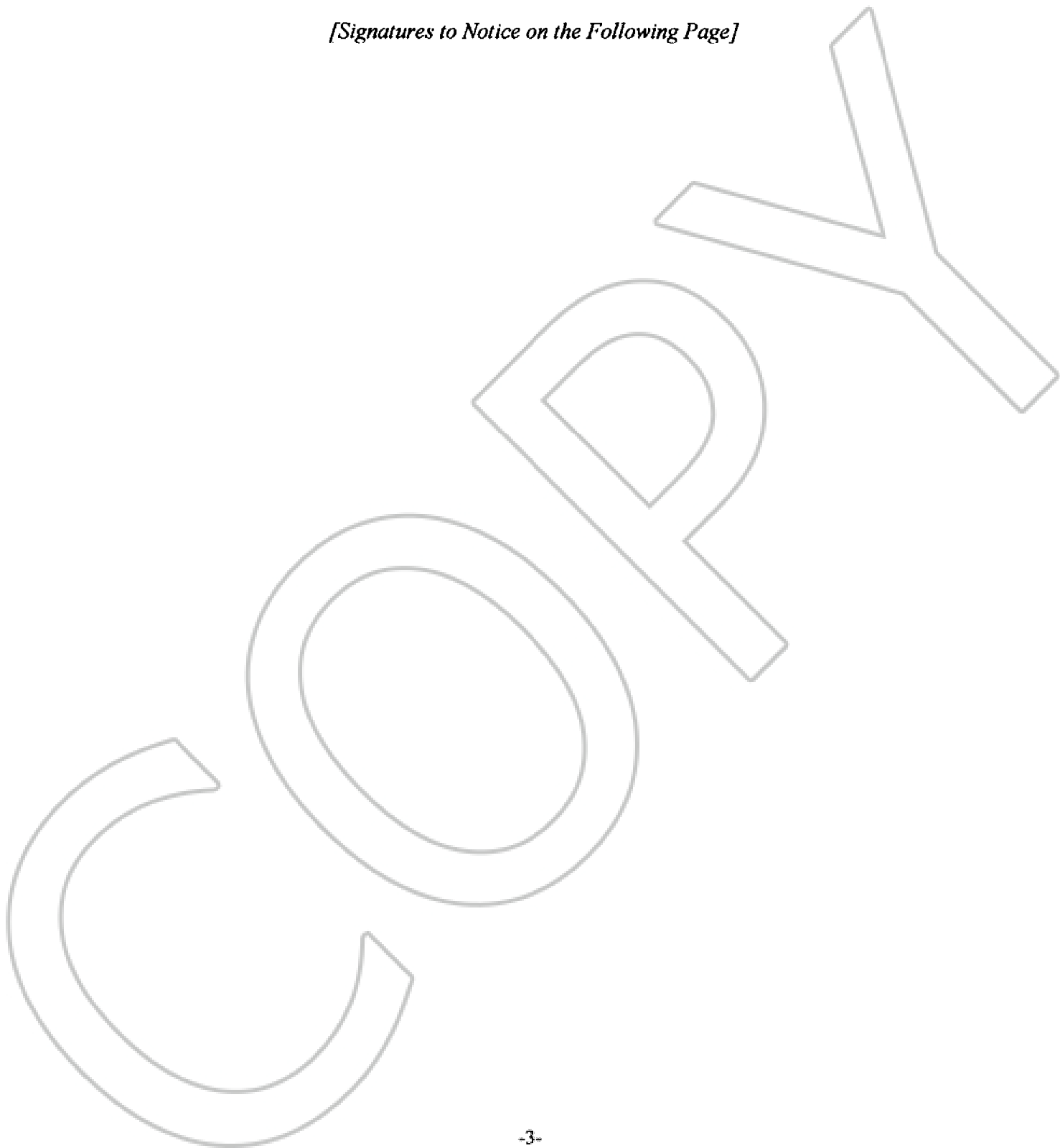
E. Failure of an Owner to pay to Club Operator sums due under Section 11.7(f) of the Declaration damages all Owners, as it risks underfunding the Club, at present a key amenity of and benefit of ownership in the Clear Creek Tahoe Community, or otherwise spreading the costs of Club funding over a smaller group of Owners, thereby increasing the relative share of each performing Owner. When said failure is not corrected by collection through title/escrow upon transfer of the relevant Unit, an opportunity for low-cost and low-conflict enforcement is lost, and a potentially innocent new Owner is placed of risk for payment of the deficiency, which in turn may lead to future potential claims against title insurance companies.

F. In order to protect all Owners from non-payment of sums due under Section 11.7(f), and to capture the benefits of collecting outstanding amounts owed under Section 11.7(g) upon transfer of a Unit, the Association now wishes to Record this Notice, the purpose of which is to notify, remind, and/or highlight for Owners, Beneficiaries, title and escrow companies, and third parties generally of the content of Section 11.7 of the Declaration, and particularly the provisions of Section 11.7(f) requiring payment of certain sums to Club Operator and affording Club Operator certain lien and enforcement rights in the event such payments are not made.

NOW, THEREFORE, the Association hereby gives notice to all other parties as follows:

1. The Recitals are incorporated into this Notice.
2. **SECTION 11.7(F) OF THE DECLARATION REQUIRES THE OWNER OF A UNIT IN THE CLEAR CREEK TAHOE COMMUNITY TO PAY CERTAIN SUMS TO THE CLUB OPERATOR. SAID SECTION 11.7(F) FURTHER GRANTS TO CLUB OPERATOR A LIEN AND RIGHT OF ENFORCEMENT AGAINST A UNIT FOR ITS OWNER'S FAILURE TO PAY SUMS OWED. EACH OWNER ACQUIRING A UNIT SHOULD BE AWARE OF THESE RIGHTS AND OBLIGATIONS. FURTHER, ANY TITLE/ESCROW COMPANY PROVIDING SETTLEMENT SERVICES FOR THE TRANSFER OF A UNIT IN THE CLEAR CREEK TAHOE COMMUNITY SHOULD, CONSISTENT WITH ITS ORDINARY PRACTICE FOR CONFIRMING THE ABSENCE OF SECURED DELINQUENT AMOUNTS, COMMUNICATE WITH AND REQUEST A PAYOFF DEMAND FROM CLUB OPERATOR TO ENSURE THAT THE BUYER OF SUCH UNIT IS NOT ACQUIRING A UNIT SUBJECT TO A LIEN FOR NON-PAYMENT OF SUMS OWED.**

[Signatures to Notice on the Following Page]



[Signature Page to Notice]

IN WITNESS WHEREOF, the Association has caused its authorized representative to execute this Notice as of the date of the notarization of such representative's signature, but effective as of the date of recordation of this Notice in the Official Records.

THE ASSOCIATION:

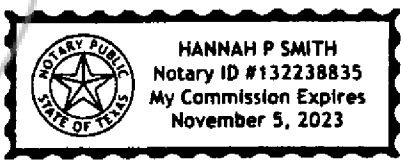
Clear Creek Tahoe Community Association,
a Nevada nonprofit corporation

By: [Signature]
Name: LEISHA ENLERT
Title: PRESIDENT

STATE OF Texas)
COUNTY OF Travis)

This instrument was acknowledged before me on April 20, 2021, by Leisha Enlert as President of Clear Creek Tahoe Community Association, a Nevada nonprofit corporation.

Hannah P Smith
Notary Public
My Commission Expires: 11/5/23



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