

**APN: 1419-04-002-066 (portion)**

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

Leisha Ehlert  
Clear Creek Residential, LLC  
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)

---

**AMENDED AND RESTATED**  
**SUPPLEMENTAL DECLARATION**  
**(UNIT 6)**

This Amended and Restated Supplemental Declaration (“Supplement”) is made by Clear Creek Residential, LLC, a Delaware limited liability company (“Declarant”) effective as of the date of its recordation in the Official Records of Douglas County, Nevada, with reference to the following facts and is as follows:

**RECITALS**

A. Declarant has previously caused to be Recorded in the office of the County Recorder of Douglas County, Nevada, that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Clear Creek Tahoe, which document was recorded on September 27, 2016, as Document No. 2016-888265 (such Declaration, together with all amendments, supplements, annexations, and addenda thereto, is herein referred to as the “Declaration”). Any capitalized term used herein not otherwise defined herein shall have the meaning assigned thereto in the Declaration.

B. The Declaration creates a common-interest community upon the Property, which common-interest community is known as the Clear Creek Tahoe Community.

C. Pursuant to Sections 10.2 and 10.3 of the Declaration, Declarant may annex any real property constituting Annexable Property into the Property and subject it to the terms of the Declaration, and furthermore may impose additional covenants, conditions, restrictions, and easements on such property.

D. Declarant is the owner of that certain real property located in Douglas County, State of Nevada described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Subject Property”). The Subject Property is “Annexable Property”, as that term is defined in the Declaration.

E. In accordance with Declarant’s development plan for the Clear Creek Tahoe Community and the terms of the Declaration (including without limitation, Sections 10.2 and 10.3 of the Declaration), Declarant now wishes to annex the Subject Property into the Property and subject it to the jurisdiction of the Declaration, and furthermore to impose upon it certain covenants, conditions, restrictions, and easements in addition to those contained in the Declaration.

### **TERMS AND PROVISIONS**

1. Annexation; Binding Effect. The Subject Property is hereby annexed to the Property and made subject to the Declaration and this Supplement, and the Subject Property shall henceforth be a portion of the Property, and held, sold, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the Declaration and this Supplement. All of the provisions of the Declaration and this Supplement shall be deemed to run with the land comprising the Property, inclusive of the Subject Property, as covenants running with the land or as equitable servitudes, as the case may be. The Declaration and this Supplement shall be binding upon all persons having any right, title, or interest in any portion of the Property, inclusive of the Subject Property, their heirs, successors, successors-in-title, and assigns.

2. Re-Allocation of Interests in Residential Units. This Supplement adds or creates the potential for the addition of Residential Units to the Clear Creek Tahoe Community (any Residential Unit now or hereafter included within the Subject Property being hereinafter referred to collectively as the “Covered Units”, and each individually a “Covered Unit”). Each Residential Unit within the Clear Creek Tahoe Community, including each Covered Unit, shall have the interest allocated thereto in accordance with Sections 7.3(c)(iii) and 9.1 of the Declaration. The Covered Units may be referred to as the “Unit 6 Units” for purposes of reference in the Governing Documents, in the event any such reference is required.

3. Specific Use Restrictions and Architectural Controls.

3.1 Single Family Residences. Each Covered Unit shall be used as a residence for a single family (including private garages, guest or servants' quarters, and other outbuildings used in connection with said residences) and for no other purpose, and no Covered Unit shall ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purpose, including without limitation any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. This restriction is subject to the following exceptions:

(a) An Owner may rent his Covered Unit and the Improvements thereon to a single family; provided, however, that any such lease is (i) for a term of not less than thirty (30) days, (ii) solely for residential use during periods of such Owner's absence, (iii) not part of any commercial venture (including, without limitation, vacation rental programs such as Airbnb and VRBO), and (iv) entered into pursuant to rental agreement, in writing, that specifies that failure to abide by the provisions of the Governing Documents shall be a default under the lease or rental agreement. Whether or not the written lease or rental agreement so provides, all tenants of Covered Units are subject to and are required to abide by the provisions of the Governing Documents.

(b) This Section shall not apply to any activity conducted by Declarant or a Participating Builder with respect to its construction and sale of Residential Units within the Clear Creek Tahoe Community, nor to Declarant's use of any Residential Units which it owns within the Clear Creek Tahoe Community. Furthermore, this Section shall not apply to any agreement entered into between an Owner and the Club Operator, and each Owner is expressly permitted to enter into agreements with the Club Operator whereby the Club Operator acquires rights to lease, rent, occupy, or otherwise use such Owner's Covered Unit in connection with the Club Operator's operations related to the Club, which agreements shall be upon such terms and for such length of time as the relevant Owner and the Club Operator agree in their sole discretion.

(c) The provisions of this Section shall not preclude any commercial activities that are conducted without external evidence thereof provided that all of the following conditions are fulfilled: (i) such activities are conducted in conformance with all applicable governmental ordinances; (ii) the patrons or clientele of such activities do not routinely or in significant numbers visit the Covered Unit or park automobiles or other vehicles within the Property; (iii) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the residence on such Covered Unit; (iv) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (v) such activities are consistent with the residential character of the Project and otherwise conform with the provisions of this Declaration.

Notwithstanding the foregoing, unless prohibited by law, no Residence in the Subject Property may be used for a public boarding house, home for a group of unrelated persons operated or financed by a public or private institution, sanitarium, hospital, asylum, or institution of any kindred nature, or any other use not permitted by local law. Moreover, except in connection with agreements with the Club Operator pursuant to subsection (b) above, no Owner shall rent or lease his or Covered Unit for transient or hotel purposes, nor shall any Covered Unit be time shared or subjected to a fractional ownership or other interval use plan.

3.2 Basic Architectural Controls for Covered Units. The following provisions constitute basic architectural controls for the Covered Units. The provisions below are minimum requirements, and such provisions in no way limit or alter the requirements set forth in Article 5 of the Declaration, or assure, upon compliance therewith, that the Design Review Committee

will approve any particular request for construction, erection, installation, or modification of any Improvement upon a Covered Unit.

3.2.1 Square Footage Restrictions. No principal Residence shall be constructed or maintained upon any Covered Unit which shall have a total conditioned floor area of less than 2,500 square feet (exclusive of porches, patios, attached and detached garages, outbuildings, breezeways or walks).

3.2.2 Parking. The Residence on a Covered Unit shall have an attached enclosed automobile storage space for at least two (2) automobiles, and shall have a driveway capable of accommodating uncovered parking for at least two (2) additional automobiles.

4. Development Rights. There is hereby reserved over the Subject Property, for the benefit of Declarant and in accordance with NRS 116.211, the Development Rights as described in Section 10.3 of the Declaration. In connection with this reservation, the provisions of the Declaration related to the requirements of NRS 116.2105 are hereby incorporated by reference as if fully set forth herein, excepting any such provisions that relate solely to a portion of the Property covered by a separate Supplemental Declaration. By way of further clarification in regards to NRS 116.2105(l), the use restrictions governing the Subject Property shall not include any use restrictions set forth in any other Supplemental Declaration.

5. Amendment to Supplement. This Supplement may be amended only by (i) the affirmative vote (in any manner permitted under the Act) of a majority of the Voting Power of the Association, (ii) a majority of the votes allocated under the Declaration to the Covered Units, (iii) Declarant, until Declarant's Development Rights expire under Section 10.3 of the Declaration, Declarant, which consent must be evidenced in writing, (iv) if such amendment relates to the use or development restrictions specific to a Covered Unit, the Owner of that Unit, evidenced in writing, and (v) if such amendment relates to a nondevelopment area, no build zone, or other use or development restriction on a Covered Unit imposed for the benefit of the Recreation Unit, the Recreation Unit Owner, evidenced in writing. If an Owner or the Recreation Unit Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner or the Recreation Unit Owner, as applicable, has the authority so to consent, and no contrary provision in any Deed of Trust or contract between the Owner or the Recreation Unit Owner, as applicable, and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of Declarant without its written consent or the written consent of Declarant's assignee of such right or privilege.

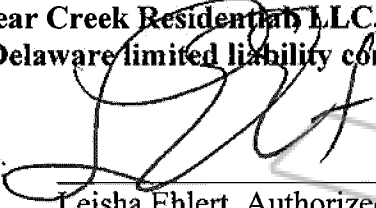
6. Construction of Instruments. The provisions of the Declaration and this Supplement shall be liberally construed to effectuate the purposes contained herein. To the extent that any provision of this Supplement conflicts with the provisions of the Declaration, the Declaration shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date of notarization of its authorized representative's signature set forth below.

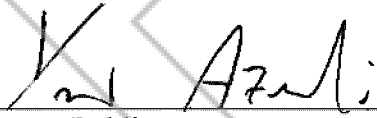
**DECLARANT:**

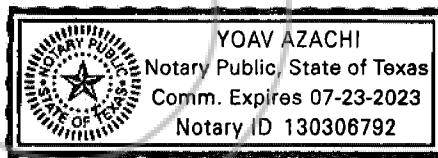
**Clear Creek Residential, LLC,  
a Delaware limited liability company**

By:   
Leisha Ehlert, Authorized Representative

STATE OF Texas )  
 )ss.  
COUNTY OF Travis )

This instrument was acknowledged before me on November 29th, 2021, by Leisha Ehlert as Authorized Representative of Clear Creek Residential, LLC, a Delaware limited liability company.

  
Notary Public  
My Commission Expires: 7/23/2023



**Exhibit "A"**

**Legal Description of the Subject Property**

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

Lots 86-107, inclusive, 131-136, inclusive, 145-148, inclusive, 152-161, inclusive, 165, 167-170, inclusive, 386, 387 and 393, Common Areas 6A-6E, inclusive, and Parcels B5-B8, inclusive, as set forth on the Final Map of CLEAR CREEK TAHOE UNIT 6, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 24, 2021, as File No. 2021-977643, Official Records.

APNs: 1419-04-002-066

17832110\_v1

