

Requested by and when recorded mail to:
Tahoe Beach Club Owners Association
c/o Leach Kern Gruchow Anderson Song
5421 Kietzke Lane Suite 200
Reno, NV 89511

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)

FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tahoe Beach Club Condominiums (“First Amendment”) is made effective this 17 day of NOVEMBER 2021, by the Tahoe Beach Club Owners Association and certified by the President and Secretary of the Tahoe Beach Club Owners Association, Inc., a Nevada non-profit corporation.

RECITALS:

1. On June 19, 2019, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tahoe Beach Club Condominiums was recorded as Document No. 2019-930614 in the official records of Douglas County, State of Nevada.

2. The property subject to this First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tahoe Beach Club Condominiums is described in Exhibit “A” attached hereto and such legal description is found in the Recitals of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tahoe Beach Club Condominiums, which was recorded as Document No. 2019-930614 in the official records of Douglas County, State of Nevada.

4. Not less than fifty-one percent (51%) of all current Owners, together with the Declarant, have approved this First Amendment.

Now, therefore, the Declaration shall be amended and modified as follows.

Section 2.04(a) is modified and shall provide as follows:

Delegation of Use and Leasing of Condominium Units. Any Owner may delegate his or her rights to use and enjoy the Common Area and Common Facilities to his or her Family members or tenants, lessees or contract purchasers who reside in the Unit; provided, however, that any rental

or lease may only be to a Family or other groups of responsible individuals in numbers that do not exceed the total number of permitted occupants under local laws or ordinances. During any period when a Unit has been rented or leased, the Owner-lessor, his or her Family, guests and invitees shall not be entitled to use and enjoy the Common Area or Common Facilities of the Project (other than roads), except to the extent reasonably necessary to perform the Owner's responsibilities as the lessor of the Unit; provided, however, that this restriction shall not apply to any Owner-lessor who is contemporaneously residing in another Unit within the Project.

Owners are prohibited from converting rooms in their Unit to "lock-off" areas so as to permit persons either unknown to each other or in unrelated parties or groups to rent the unit at the same time, although nothing herein shall prevent owners from placing locks on cabinets, closets or loft areas so as to prevent the use of the particular area or areas of a Unit while the Owner is not present or to protect the Owner's personal property.

Furthermore, nothing shall be construed to prohibit short term seasonal rental to persons who are not a conventional single family, although Owner-lessor shall inform short-term renters that parking in the project is limited and subject to Association rules pertaining to parking. Short term rental shall mean the rental of a Unit for less than thirty (30) consecutive days. Short term rentals shall be restricted as to a maximum limit as to the number of Units that are available for such short-term rental. The number of short-term rentals shall not exceed twenty-one (21) Units or twenty percent (20%), whichever is less, of completed Units that have been conveyed to a third-party purchaser. Units that are completed and owned by the Declarant shall not be included in the determination of the maximum number of Units available for short-term rentals. If at any time the maximum number of Units allowed to be used for short-term rentals is met, it shall be prohibited for any additional Unit to be offered, advertised, made available, leased or under contract by any Owner or agent for short-term rental.

The Beach Club License Agreement may include provisions which require the Association to collect and remit to the Club Owner a daily Club Facilities use fee as an additional charge to any Owner who leases or rents his or her Unit for a term of less than thirty (30) days, it being recognized that short term-renters are more likely to create greater management and supervisory problems for both the Association and the Club Owner.

Any rental or lease of a Unit in the Project shall be subject to the provisions of the Governing Documents all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner-lessor shall provide any tenant or lessee with a current copy of this Declaration or, in the alternative, a disclosure prepared by the Association that focuses on the Project's rules and restrictions relating to such issues as the parking, loading and unloading of vehicles, trash disposal, nuisances, and other use restrictions that are most pertinent to the occupancy of Units. Owner-lessors shall be responsible for compliance by the Owner's tenant or lessee with all of the provisions of the Governing Documents during the tenant's/lessee's occupancy and use of the rented or leased Unit.

“Time share” means the right to use and occupy a Unit on a recurrent periodic basis according to an arrangement allocating this right among various persons or entities whether or not there is an additional charge to any person or entity for occupying the Unit. Time sharing is prohibited. Shared ownership of a unit between ten or fewer owners, whether or not it satisfies the definition of “time share”, is not subject to the foregoing time share prohibition.

Section 8.11 shall be replaced in its entirety as follows:

Limitations Regarding Barbeques, Fire Pits, Fire Tables and Exterior Fires. Except as provided in this Section 8.11, no exterior fires shall be allowed in the Project including (i) on the decks located adjacent to the Units, (ii) anywhere else in the Exclusive Use Common Areas, or (iii) anywhere in the Common Areas. This prohibition includes barbecues and grills using charcoal or wood and wood burning stoves. Only those barbecues as may be approved from time to time by the Tahoe Douglas Fire Marshall and the Association's Board are allowed on decks located adjacent to Units. Barbecues must be positioned such that they meet or exceed the manufacturer's clearance requirements while in use. Propane powered fire pits and/or fire tables may be used on a Unit's deck so long as the manufacturer's clearance requirements can be met at all times while the appliance is in use. Only those barbecues approved by the Fire Marshall and by the Association's Board may be used in the Common Areas. No exterior fires or barbecues, other than those barbecues and fire pits and/or fire tables that meet the requirements of this Section 8.11, shall be allowed in the Project, on a Unit's deck, or in Common Areas. The Board may adopt any Rules it deems appropriate regarding the subject matter of this Section 8.11.

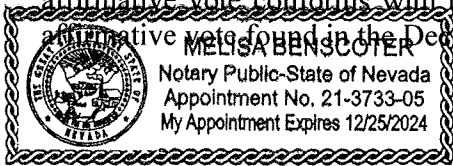
Prior to use and within thirty days from purchase of any barbeque, fire pit, fire table or other item for an exterior fire, the Unit Owner must provide the Board with a copy of the manual and a written statement executed by the Unit Owner that affirms:


- (a) the barbeque, fire pit and/or fire table is placed in accordance with the owner's manual requirements for clearance from the building and any flammable items;
- (b) the Unit Owner has an operating fire extinguisher within 40 feet, or closer if required, of each barbeque, fire pit and/or fire table, in which the minimum size for fire extinguishers is 2-A: 10-B: C or, if more restrictive, in accordance with any applicable Douglas County requirements that may be enacted at any time;
- (c) the Unit Owner formally acknowledges that the Owner is fully responsible for any damage not otherwise covered by the Association's insurance resulting in any way from the barbeque, fire pit and/or fire table to any portion of the Project, including but not limited to, the Unit, the Unit's deck, adjacent Unit, adjacent Unit's deck, any portion of the building, and any Common Areas and/or any damage to any person or occupant. The Association's insurance may not cover any costs associated with any damage; and


(d) the Unit Owner will immediately remove any item if the Board deems such removal appropriate or if the Association's insurer requires or recommends such removal.

Certification

We, the undersigned, hereby certify, under penalty of perjury, that this First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tahoe Beach Club Condominiums was provided to its members for action and that the Declarant and thirty-three members voted in favor of this Amendment; that there are currently forty-six voting members in the Association; 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 fifty-one percent (51%) affirmative vote found in the Declaration.

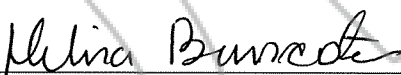


By: 
Patrick Rhamey, President

By: 
Joe McDaniel, Secretary

STATE OF NEVADA)
)ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on this 24 day of November, 2021, by Patrick Rhamey as President of Tahoe Beach Club Owners Association.


NOTARY PUBLIC

STATE OF NEVADA)
)ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on this 24 day of November, 2021, by Joe McDaniel as Secretary of Tahoe Beach Club Owners Association.

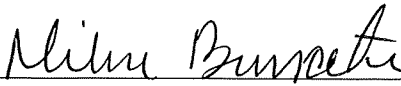

NOTARY PUBLIC



EXHIBIT A

RECITALS

A. BCD is the owner of that certain real property located in Douglas County, Nevada described as follows:

Common Area Parcel A, Parcel 5, Parcel 6, Parcel 7, Parcel 8, Parcel 9, Parcel 10, Parcel 11 and Parcel 12 as shown on that certain "Final Subdivision Map LDA 15-026 for Tahoe Beach Club" recorded on November 27, 2018, as Document No. 2018- 922870, Official Records of Douglas County, Nevada, and

Units 101 through 125, inclusive, and Units 201 through 221, inclusive, as shown on that certain "Final Condominium Subdivision Map LDA 17-020 of Tahoe Beach Club – Phase 1" recorded on May 23, 2019, as Document No. 2019-929414, Official Records of Douglas County, Nevada (the "**BCD Property**").

B. BCD Phase II is the owner of that certain real property located in Douglas County, Nevada having APNs 1318-22-310-003 and 1318-22-310-004 and described, respectively, as follows:

Parcel 3 and Parcel 4 as shown on that certain "Final Subdivision Map LDA 15-026 for Tahoe Beach Club" recorded on November 27, 2018, as Document No. 2018-922870, Official Records of County of Douglas, State of Nevada (the "**Phase II Property**")

The BCD Property and the Phase II Property are sometimes referred to hereinafter as the "**Property**."



Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

kellison@co.douglas.nv.us

(775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

Musa A. Gearhart
Signature

1.6.2022
Date

Teresa A. Gearhart
Printed Name

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

Main phone (775) 782-9025 - FAX (775) 783-6413