

WHEN RECORDED, MAIL TO:

A0101419-26-512-023 ETAL

SEE ATTACHED AON LIST

GENOA LAKES RESORT

HOMEOWNERS ASSOCIATION

c/o Leach Kern Gruchow Anderson Song

Attn: Gayle A. Kern, Esq.

5421 Kietzke Lane, Ste. 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)

2645577

**SUPPLEMENTAL DECLARATION OF ANNEXATION
FOR PRESERVE AT GENOA RANCH
(f.k.a. SUMMIT RIDGE), PHASE 3 C**

THIS SUPPLEMENTAL DECLARATION OF ANNEXATION ("Supplemental Declaration") is made effective as of the recording date, by GENOA LAKES RESORT HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation ("ASSOCIATION") and GENOA RESORT INVESTORS, a Delaware limited liability company ("GRI"), for the purpose of submitting certain real property described herein to use and ownership restrictions in accordance with the provisions of Chapter 116 of the Nevada Revised Statutes and that certain Declaration of Covenants, Conditions and Restrictions For Genoa Lakes Resort Homeowners Association (f.k.a. Canyon Creek Meadows/f.k.a. Montana Homeowners Association), as previously amended.

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows recorded on February 13, 2004 as Document No. 0604581 of the Official Records of Douglas County, State of Nevada ("Original Declaration");

WHEREAS, the Original Declaration was amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows, recorded on August 12, 2004 as Document No. 0621279 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the Original Declaration was further amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort (f.k.a. Canyon Creek Meadows), recorded on February 28, 2006 as Document No. 0668801 of the Official Records of Douglas County, State of Nevada;

WHEREAS, a Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort (f.k.a. Canyon Creek Meadows), recorded on

December 29, 2006 as Document No. 0691796 of the Official Records of Douglas County, State of Nevada;

WHEREAS, a second Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort (f.k.a. Canyon Creek Meadows), recorded on November 30, 2007 as Document No. 0713986 of the Official Records of Douglas County, State of Nevada;

WHEREAS, Notice of Errata, [to] Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort (f.k.a. Canyon Creek Meadows), recorded on December 9, 2010 as Document No. 0775202 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the Original Declaration was amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort (f.k.a. Canyon Creek Meadows) re-recorded on July 26, 2013 as Document No. 0827900 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the Original Declaration was further amended by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort (f.k.a. Canyon Creek Meadows) re-recorded on August 1, 2013 as Document No. 0828216 of the Official Records of Douglas County, State of Nevada;

WHEREAS, a third Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort (f.k.a. Canyon Creek Meadows), recorded on January 11, 2017 as Document No. 2017-893227 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the Original Declaration was amended by the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort (f.k.a. Canyon Creek Meadows) recorded on July 27, 2017 as Document No. 2017-901911 of the Official Records of Douglas County, State of Nevada;

WHEREAS, the Original Declaration was amended by that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Genoa Lakes Resort Homeowners Association (f.k.a. Canyon Creek Meadows/f.k.a. Montana Homeowners Association), re-recorded on August 13, 2021 in the Official Records of Douglas County, Nevada, as File No. 2021-972487 (“Sixth Amendment”);

WHEREAS, the Supplemental Declaration of Annexation for Terrazza at Genoa Lakes (f.k.a. Summit Ridge), Phase 3B was recorded on February 10, 2020 in the Official Records of Douglas County, Nevada, as File No. 2020-942049;

WHEREAS, the Original Declaration, First Amendment, Second Amendment, all Supplemental Declarations, the Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, together with all Exhibits attached to any and all of the foregoing documents, are collectively referred to as the “Declaration”;

WHEREAS, the ASSOCIATION and GRI entered into that certain Annexation Agreement attached as Exhibit “B” to the Sixth Amendment, under the terms of which the members of the ASSOCIATION empowered the ASSOCIATION’S Board of Directors to sign a Supplemental Declaration evidencing the members’ agreement to allow certain real property described in the Declaration and in Exhibit “A” to the Annexation Agreement, to be annexed into the Property in phases and made subject to the Declaration, subject to satisfaction by GRI of the terms and conditions set forth in the Annexation Agreement;

WHEREAS, GRI is the owner of the real property located in Douglas County and described on Exhibits A and B attached to this Supplemental Declaration, together with any and all improvements constructed thereon and appurtenances thereto (the “**Annexed Property**”). The Annexed Property is a portion of the Annexable Property described in the Declaration and the Annexation Agreement;

WHEREAS, pursuant to the terms of the Declaration and the Annexation Agreement, the ASSOCIATION and GRI desire to supplement the Declaration to expand the real property subject to the Declaration by adding to the Property the Annexed Property; and

WHEREAS, nothing in this Supplemental Declaration of Annexation is intended to amend the Declaration or the Annexation Agreement in any regard or manner.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Annexation Agreement, the Declaration is hereby supplemented as follows:

1. Declaration Reference. This Supplemental Declaration pertains to the Declaration as described in the Recitals above. Any and all capitalized terms used but not defined in this Supplemental Declaration have the meanings set forth in the Declaration.
2. Reaffirmation of Declaration and Annexation Agreement. The terms, conditions, and restrictions set forth in the Annexation Agreement are hereby incorporated by reference as if set forth in full. GRI reaffirms its obligations under the Declaration as to the Annexed Property. The Annexation Agreement shall remain in full force and effect as to the remaining Annexable Property.
3. Extension of General Plan/Annexation. The Annexed Property is hereby added to the Property and made subject to the Declaration. The jurisdiction of the ASSOCIATION is hereby extended to cover all of the Annexed Property. Upon the recordation of this Supplemental Declaration in the Official Records of Douglas County, Nevada, subject to the terms and conditions set forth herein, the Annexed Property and all present and future Owners of any Lot within the

Annexed Property shall be subject to each and every provision contained in the Declaration, and each and every covenant, condition, restriction and easement and all other matters contained in the Declaration shall be applicable to the Annexed Property as if the Annexed Property were originally covered by the Declaration and originally constituted a portion of the Property. The terms and provisions of the Declaration and the Annexation Agreement are incorporated into this Supplemental Declaration by reference as if set forth in full to accomplish for foregoing annexation.

4. Description. The real property comprising the Annexed Property are Lots and Common Area open space parcels identified on **Exhibit A (Residential Lots) and Exhibit B (Open Spaces A, E, G)**. The Annexed Property contains thirty-three (33) residential Lots and three (3) Common Areas designated as Open Space parcels (Open Space A, Open Space E and Open Space G). Identifying numbers are assigned to each Lot and identifying letters are assigned to the Common Area open space parcels as provided on the Final Subdivision Tract Map for The Preserve at Genoa Ranch, Planned Unit Development PD 05-001-7 as modified under DP 18-0243 and DP 21-251, recorded on January 7, 2022, as Document No. 2022-979566, Official Records, Douglas County, Nevada ("**Final Map**"). Open Space F is the Remediation Area and is not Common Area and will never be conveyed to the ASSOCIATION and the ASSOCIATION shall not have any responsibility or interest in Open Space F from now and in perpetuity.

5. GRI's Obligations. GRI agrees to comply with each and every term, covenant condition, and restriction set forth in the Declaration and the Annexation Agreement with respect to the Annexed Property. Failure of GRI to do so shall constitute a default under the Annexation Agreement and grounds for revocation of this Supplemental Declaration.

6. Commencement of Assessments. In accordance with amended Section 6.7 of the Declaration, Section 3.5.4 of the Annexation Agreement, and NRS 116.2107, all Lots within the Annexed Property shall be obligated to pay assessments commencing on the first day of the month following recording of this Supplemental Declaration; provided however, until a building permit is issued for a Lot within the Annexed Property, the Owner of a Lot shall be responsible for paying for each Lot, only fifty-seven percent (57%) of assessments being charged other Owners of Lots within the entire Property. From and after the first day of the month following the issuance of a building permit for a Lot within the Annexed Property, or five (5) years after the Annexation of the Lot, whichever is sooner, the Owner of the Lot shall be responsible for paying one hundred percent (100%) of all assessments for a Lot as then determined by the Board in accord with Article 6 of the Declaration and NRS Chapter 116. Nothing contained in this paragraph shall prevent or impede the ability of the ASSOCIATION to determine the amount of all general, special, or reserve assessments on an annual or more frequent basis.

7. Rights and Obligations of Owners. Without limiting the generality and effect of the other provisions of the Declaration, the Annexation Agreement and or this Supplemental Declaration, upon the recordation of this Supplemental Declaration in the Official Records, Douglas County, Nevada, and subject to the conveyance of the Common Area open space parcels to the ASSOCIATION by GRI and completion of all Improvements thereon, the following shall apply:

7.1. All Owners within the Property shall be entitled to use the Common Area in the Annexed Property, if any, subject to the provisions of the Declaration;

7.2 Owners of Lots within the Annexed Property shall be subject to the provisions of the Declaration, and shall be entitled to use the Common Areas within the Property;

7.3 Upon payment of one hundred percent (100%) of all assessments on the Lot as described in Section 6 above and in Section hereof, such Lot Owner in the Annexed Property shall have the same membership and voting rights as other Owners. Votes shall not be cast separately by phase;

7.4 There is hereby reserved for the benefit of Owners in subsequent phases of the Annexable Property which may be annexed to the Property, a non-exclusive easement of use and enjoyment, in, to and throughout the Common Area located in the Project and for ingress, egress, and support over and through the Common Area of the Project.

8. Ratification. As supplemented by this Supplemental Declaration, the terms and provisions of the Declaration remain in full force and effect and shall apply to the Property, and the Annexation Agreement shall continue to apply to the remaining portions of the Annexable Property as described in the Declaration and Annexation Agreement.

IN WITNESS WHEREOF, the ASSOCIATION and GRI have executed this Supplemental Declaration on the day and year first above written.

ASSOCIATION: Genoa Lakes Resort Homeowners Association,
a Nevada non-profit Corporation


By: William Frederick Schilz, President

Date: 4/14/22

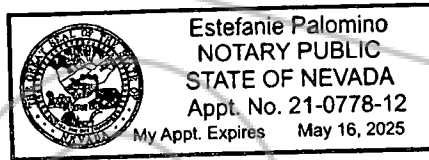
NOTARY AND SIGNATURES CONTINUE ON FOLLOWING PAGE

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

On this 14 day of April, 2022, personally appeared before me, a Notary Public, William Frederick Schilz, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument in his authorized capacity.




Notary Public



GRI: Genoa Ridge Investors, LLC
a Delaware limited liability partnership

By: Jennings Holdings, LLC, a California
limited liability company Sole Member


By: Paul Jennings, Trustee of the Paul Jennings Trust
dated March 8, 2006 as amended, Sole Member

Its: Sole Member
Date: 04/13/22

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2022, personally appeared before me, a Notary Public, Paul Jennings, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument in his authorized capacity.

See Attached Certificate

Notary Public



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On APRIL 13, 2022 before me, NICHELLE J. REED, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared PAUL JENNINGS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Nichelle J. Reed* (Seal)



EXHIBIT "A"

2440-001 03/21/2022

DESCRIPTION
Residential Lots of The Preserve at Genoa Ranch, Phase 3C
(Over A.P.N. 1419-26-213-(001 to 011))
(Over A.P.N. 1419-26-512-(001 to 022))

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

The parcels of land for residential lot purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

The residential lots shown and labeled as Lots 86 to 95, Lot 125, Lots 135 to 143 and Lots 163 to 175 on the Final Subdivision Map of The Preserve at Genoa Ranch, Phase 3C, recorded in the Office of the Recorder, Douglas County, Nevada, on January 7, 2022 as document number 2022-979566.

This description contains an area of 18.52 acres, more or less.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Andrew R. Lindsay, P.L.S. 15441
P.O. Box 2229
Minden, Nevada 89423

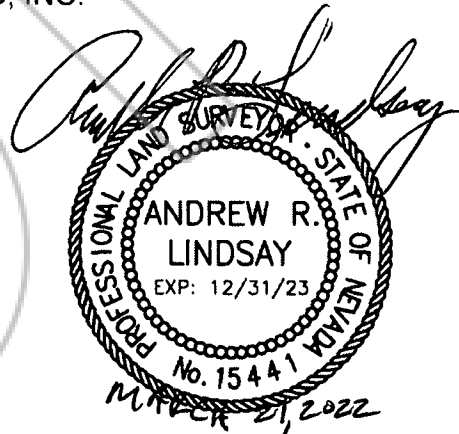


EXHIBIT "B"

DESCRIPTION

**Open Space "A" of The Preserve at Genoa Ranch, Phase 3C
(Over A.P.N. 1419-26-612-001)**

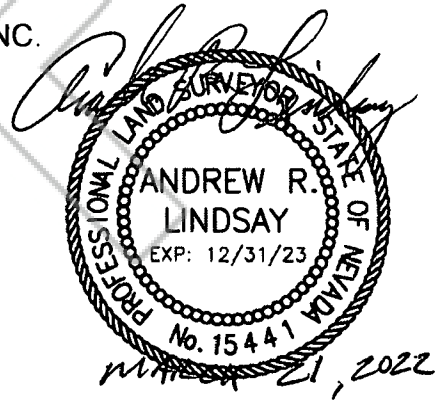
All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land for open space purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

The area shown and labeled as "OPEN SPACE "A" " being at the southwest corner of the intersection of Cloudburst Canyon Drive and Cottontail Court as shown on the Final Subdivision Map of The Preserve at Genoa Ranch, Phase 3C, recorded in the Office of the Recorder, Douglas County, Nevada, on January 7th, 2022 as document number 2022-979566.

This description contains an area of 78,628 square feet, more or less.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Andrew R. Lindsay, P.L.S. 15441
P.O. Box 2229
Minden, Nevada 89423



DESCRIPTION
Open Space "E" of The Preserve at Genoa Ranch, Phase 3C
(Over A.P.N. 1419-26-512-024)

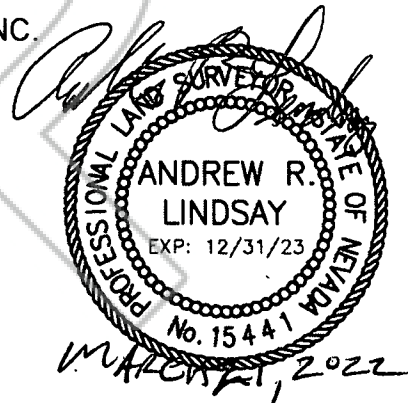
All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land for open space purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

The area shown and labeled as "OPEN SPACE "E" " on the Final Subdivision Map of The Preserve at Genoa Ranch, Phase 3C, recorded in the Office of the Recorder, Douglas County, Nevada, on January 7th, 2022 as document number 2022-979566.

This description contains an area of 2.88 acres, more or less.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
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DESCRIPTION
Open Space "G" of The Preserve at Genoa Ranch, Phase 3C
(Over A.P.N. 1419-26-512-023)

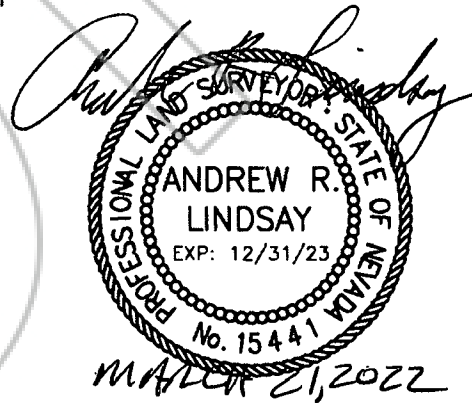
All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land for open space purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

The area shown and labeled as "OPEN SPACE "G" " on the Final Subdivision Map of The Preserve at Genoa Ranch, Phase 3C, recorded in the Office of the Recorder, Douglas County, Nevada, on January 7th, 2022 as document number 2022-979566.

This description contains an area of 6.76 acres, more or less. (Note that this area is revised from the above said map as the original area listed did not exclude the area of Lot 135 which is internal to the area of Open Space "G".)

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Andrew R. Lindsay, P.L.S. 15441
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Minden, Nevada 89423



Annexation Document APNS:

1419-26-213-002, 1419-26-213-003, 1419-26-213-004, 1419-26-213-005,
1419-26-213-006, 1419-26-213-007, 1419-26-213-008, 1419-26-213-009, 1419-26-213-010, 1419-
26-213-011, 1419-26-213-001, 1419-26-512-022, 1419-26-512-014, 1419-26-512-015, 1419-26-512-
016, 1419-26-512-017, 1419-26-512-018, 1419-26-512-019, 1419-26-512-020, 1419-26-512-021,
1419-26-512-001, 1419-26-512-002, 1419-26-512-003, 1419-26-512-004, 1419-26-512-005, 1419-
26-512-006, 1419-26-512-007, 1419-26-512-008, 1419-26-512-009, 1419-26-512-010, 1419-26-512-
011, 1419-26-512-012, 1419-26-512-013, 1419-26-101-005, 1419-26-512-023, 1419-26-612-001,
1419-26-512-024

