

DOUGLAS COUNTY, NV

2024-1004338

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01/29/2024 02:14 PM

FIRST AMERICAN TITLE INSURANCE COMPANY

SHAWNYNE GARREN, RECORDER

A.P.N.: APNs: 1318-22-310-016 (Parcel 8 of Parcel 1F);
1318-22-710-012 (Parcel 10 of Parcel 1F);
1318-22-710-013 (Parcel 11 of Parcel 1F);
1318-22-710-014 (Parcel 12 of Parcel 1F);
1318-22-301-001 (Parcel 2);
1318-22-310-009 (Units 404-408 Parcel 3);
1318-22-310-010 (Units 501-508);
1318-22-310-012 (Units 601-608);
1318-22-310-013 (Units 701-708);
1318-22-710-011 (Units 901-908)

File No: 2604434A

Recording Requested by:
First American Title Insurance Company

When Recorded Mail To:
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attention: Seth W. Eaton, Esq.

MODIFICATION AGREEMENT

This page added to provide additional information required by NRS 111.312 Section 1-2

APNs: 1318-22-310-016 (Parcel 8 of Parcel 1F); 1318-22-710-012 (Parcel 10 of Parcel 1F); 1318-22-710-013 (Parcel 11 of Parcel 1F); 1318-22-710-014 (Parcel 12 of Parcel 1F); 1318-22-301-001 (Parcel 2); 1318-22-310-009 (Units 404-408 Parcel 3); 1318-22-310-010 (Units 501-508); 1318-22-310-012 (Units 601-608); 1318-22-310-013 (Units 701-708); 1318-22-710-011 (Units 901-908)

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attention: Seth W. Eaton, Esq.

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)

2604434 A

TO BE RECORDED IN THE
REAL PROPERTY RECORDS OF
DOUGLAS COUNTY, NEVADA

TAHOE BEACH CLUB, LLC, a Nevada limited liability company, **BEACH CLUB DEVELOPMENT PHASE III, LLC**, a Delaware limited liability company, and **BEACH CLUB DEVELOPMENT PHASE II, LLC**, a Delaware limited liability company, each with an address located at c/o Excel Realty Holdings, LLC, 15 West South Temple, Suite 900, Salt Lake City, Utah 84101, collectively as trustor
(Trustor)

to

ACORE CAPITAL MORTGAGE, LP, a Delaware limited partnership, in its capacity as Administrative Agent for the Lenders from time to time party to the Loan Agreement defined below, with an address located at Sterling Plaza, 5949 Sherry Lane, St. 1255, Dallas, Texas 75225, as beneficiary
(Lender)

MODIFICATION AGREEMENT

Dated: As of January 29, 2024
Location: 1, 25, 28, 33, 36, 49, 57, 65, 73, 81 and 89
Beach Club Drive, Stateline, Nevada 89449

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") made as of the 29th day of January, 2024, by and between **TAHOE BEACH CLUB, LLC**, a Nevada limited liability company, **BEACH CLUB DEVELOPMENT PHASE III, LLC**, a Delaware limited liability company, and **BEACH CLUB DEVELOPMENT PHASE II, LLC**, a Delaware limited liability company, each having its principal place of business at c/o Excel Realty Holdings, LLC, 15 West South Temple, Suite 900, Salt Lake City, Utah 84101 (collectively, "Trustor") and **ACORE CAPITAL MORTGAGE, LP**, a Delaware limited partnership, in its capacity as Administrative Agent for and on behalf of the Lenders from time to time party to the Loan Agreement defined below, having an address at Sterling Plaza, 5949 Sherry Lane, St. 1255, Dallas, Texas 75225, as beneficiary (together with its successors and/or assigns, "Administrative Agent").

RECITALS:

WHEREAS, Trustor obtained a loan from ACSS REAL ESTATE FUNDING, LLC, a Delaware limited liability company ("ACSS"), and DELPHI CRE FUNDING LLC, a Delaware limited liability company ("Delphi," and together with ACSS and their respective successors and assigns, collectively, "Lender"), in the original principal amount of ONE HUNDRED TWELVE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$112,125,000.00) (the "Loan"), evidenced by that certain Loan Agreement by and among Trustor, the Lenders from time to time party thereto, and Administrative Agent dated April 26, 2021 (as the same has been and may be further amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "Loan Agreement").

WHEREAS, in respect of the Loan Agreement, Trustor executed and delivered to Administrative Agent, among other documents evidencing the Loan Agreement, each of the following:

(i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 26, 2021, and recorded on April 26, 2021 as Instrument No. 2021-966210 in the real property records of Douglas County, Nevada (the "Records") from Trustor, as trustor, to FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee, in favor of Administrative Agent, as beneficiary, granting a lien on certain real property located in Douglas County, Nevada, more particularly described on Exhibit A attached thereto, together with the improvements located thereon (the "Security Instrument"); and

(ii) that certain Assignment of Leases and Rents dated April 26, 2021, and recorded on April 26, 2021 as Instrument No. 2021-966211 in the Records, from Trustor, as assignor, in favor of Administrative Agent, as assignee, assigning the Rents and Leases thereunder, together with all other rights of Trustor as assignor as more particularly set forth thereunder, to Administrative Agent (collectively, the "ALR," and together with the Security Instrument, collectively, the "Recorded Documents").

WHEREAS, Trustor and Administrative Agent desire to amend and modify the legal description in each of the Recorded Documents to reflect the boundary line adjustment approved by Administrative Agent.

NOW THEREFORE, in consideration of Ten Dollars and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Trustor and Administrative Agent hereby agree as follows:

FIRST: All of the foregoing Recitals are incorporated herein by this reference as if they are specifically and fully stated herein.

SECOND: This Agreement shall amend the Recorded Documents where specifically provided herein but otherwise remain unmodified. The lien and the security interest created under the Security Instrument and the ALR, and the terms and conditions of such Recorded Documents and the other Loan Documents, shall remain in full force and effect as amended hereby and be binding upon Trustor.

THIRD: Nothing contained herein or done pursuant hereto shall affect or be construed to affect the priority of the lien or security interest created by the Security Instrument and the ALR over the priority of other liens, charges, encumbrances or other security interests. Trustor represents and warrants that it is the owner of the property described in the Recorded Documents, as amended hereby. Trustor does hereby confirm, ratify and reaffirm the obligations, waivers and submission to jurisdiction contained in the Recorded Documents, as amended hereby. This Agreement is an amendment only and not a novation.

FOURTH: Capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Lenders and Administrative Agent have agreed to modify the terms of the Loan, as more particularly set forth in the Loan Agreement, and

FIFTH: Trustor represents and warrants to Administrative Agent that, subject to the terms of the Loan Agreement, all representations and warranties contained in the Recorded Documents are true and correct as of the date hereof.

1. Modifications. Exhibit A of each of the Recorded Documents is hereby amended and restated in its entirety as shown on Exhibit A attached hereto.

2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Trustor, Lenders and Administrative Agent and their respective successors and assigns forever.

3. Inapplicable Provisions. If any of the provisions of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or

unenforceable, the remainder of this Agreement, or the application of such provision or provisions to persons or circumstances other than those to whom or which it is held invalid or unenforceable, shall not be affected thereby and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4. Governing Law. This Agreement shall be governed in accordance with the terms and provisions of Section 13 of the Security Instrument and Section 9 of the ALR, which provisions are hereby incorporated into this Amendment as if fully set forth herein.

5. Supremacy Clause. It is understood and agreed that in the event there are any conflicting or omitted provisions or variations between the terms, conditions, rights, or remedies in the Recorded Documents, the Note and other Loan Documents (other than this Agreement) and the terms of this Agreement, those terms, conditions, rights or remedies which are most favorable to Lenders shall remain in full force and effect and shall prevail. A default under the terms and conditions of this Agreement shall constitute a default under the terms and conditions of the Recorded Documents, the Note and other Loan Documents.

6. No Claims. Trustor hereby agrees and acknowledges that, to its actual knowledge, it has no claims, defenses (legal or otherwise), counterclaims, setoffs and/or any other rights or remedies whatsoever which they now may have, claim or assert against Administrative Agent, including any of same which in any way would alter, reduce or extinguish their liabilities to Administrative Agent under and pursuant to the Note, the Loan Agreement, the Recorded Documents, as amended hereby, and the other Loan Documents. Further, Trustor agrees and acknowledges that it has no knowledge of any facts that would give rise to future claims, defenses (legal or equitable), counterclaims, setoffs and/or other rights or remedies whatsoever against Administrative Agent which in any way alter, reduce or extinguish its liabilities to Administrative Agent under and pursuant to the Note, the Loan Agreement, the Recorded Documents, as amended hereby, and the other Loan Documents.

7. The Security Instrument, as amended hereby, shall continue to be upon the STATUTORY CONDITION for any breach of which, Administrative Agent shall have the STATUTORY POWER OF SALE with respect to the Property.


8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same instrument.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Trustor has executed this Agreement as of the day and year first above written.

TRUSTOR:

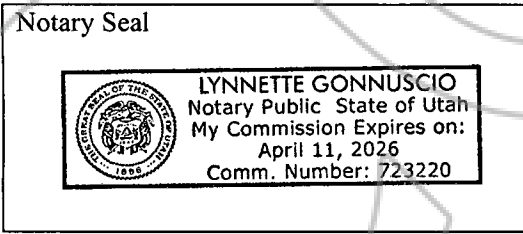
TAHOE BEACH CLUB, LLC,
a Nevada limited liability company

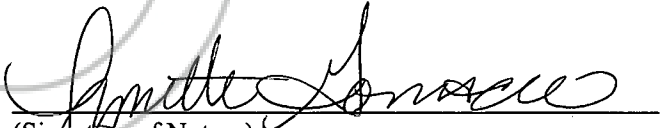
By: 
Name: Mark Burton
Title: President

STATE OF Utah)
COUNTY OF Salt Lake)ss.

On this 4 day of January, 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared MARK BURTON, the President of TAHOE BEACH CLUB, LLC, a Nevada limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



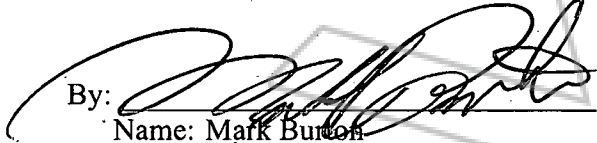

(Signature of Notary)

My Commission Expires: April 11, 2026

IN WITNESS WHEREOF, Trustor has executed this Agreement as of the day and year first above written.

TRUSTOR:

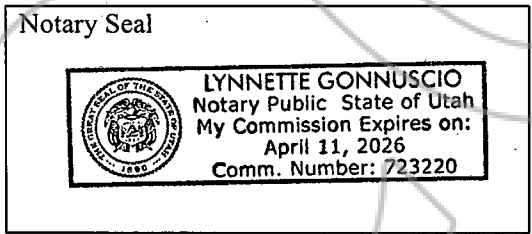
BEACH CLUB DEVELOPMENT PHASE III, LLC, a Delaware limited liability company

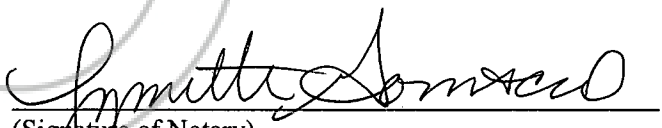
By: 
Name: Mark Burton
Title: President

STATE OF Utah)
COUNTY OF Salt Lake)ss.

On this 4 day of January, 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared MARK BURTON, the President of BEACH CLUB DEVELOPMENT PHASE III, LLC, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



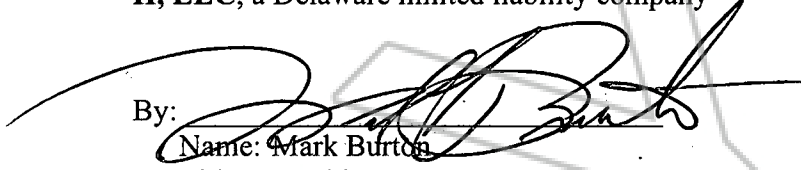

(Signature of Notary)

My Commission Expires: April 11, 2026

IN WITNESS WHEREOF, Trustor has executed this Agreement as of the day and year first above written.

TRUSTOR:

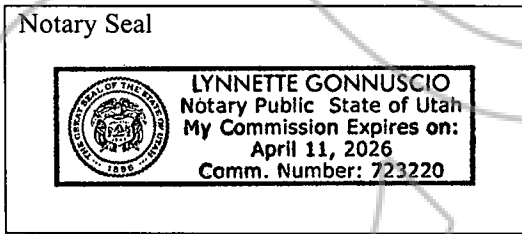
BEACH CLUB DEVELOPMENT PHASE II, LLC, a Delaware limited liability company

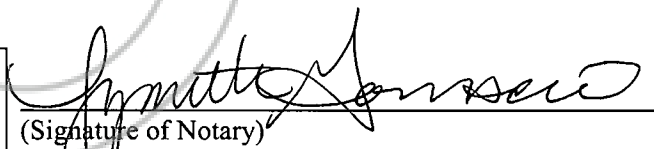
By: 
Name: Mark Burton
Title: President

STATE OF Utah)
COUNTY OF Salt Lake)ss.

On this 4 day of January, 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared MARK BURTON; the President of BEACH CLUB DEVELOPMENT PHASE II, LLC, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.




(Signature of Notary)

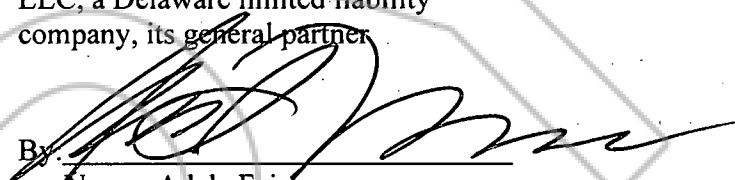
My Commission Expires: April 11, 2026

IN WITNESS WHEREOF, Administrative Agent has executed this instrument the day and year first above written.

ADMINISTRATIVE AGENT:

ACORE CAPITAL MORTGAGE, LP,
a Delaware limited partnership, in its capacity
as administrative agent for and on behalf of the
Lenders

By **ACORE CAPITAL MORTGAGE GP,**
LLC, a Delaware limited liability
company, its general partner

By: 

Name: Adele Fairman
Title: Authorized Signatory

STATE OF TEXAS

§
§
§

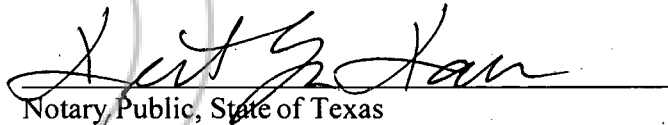
COUNTY OF DALLAS

The foregoing instrument was ACKNOWLEDGED before me on January ^{8th} 2024, by ADELE FAIRMAN, as Authorized Signatory of ACORE CAPITAL MORTGAGE GP, LLC, a Delaware limited liability company, general partner of **ACORE CAPITAL MORTGAGE, LP,** a Delaware limited partnership, on behalf of said entities.

[SEAL]

My Commission Expires:

June 14, 2025


Notary Public, State of Texas

Kristi Lynn Kaus
Printed Name of Notary Public

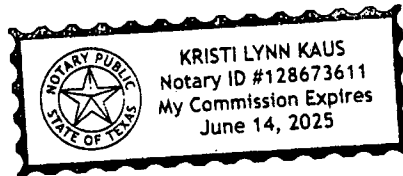


EXHIBIT A

(Legal Description of Land)

PARCEL 1:

PARCEL 1A:

INTENTIONALLY DELETED

PARCEL 1B:

INTENTIONALLY DELETED

PARCEL 1C:

INTENTIONALLY DELETED

PARCEL 1D:

INTENTIONALLY DELETED

PARCEL 1E:

INTENTIONALLY DELETED

PARCEL 1F:

PARCELS 8, 10, 11 AND 12 OF THE MINOR MODIFICATION TO FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB RECORDED AS DOC. NO. 2022-990258 ON SEPTEMBER 21, 2022 IN THE RECORDER'S OFFICE OF DOUGLAS COUNTY, NEVADA.

PARCEL 1G:

AN UNDIVIDED FRACTIONAL INTEREST IN THE COMMON AREAS AS SET FORTH IN THAT AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JUNE 19, 2019, AS INSTRUMENT 2019-930614, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA, AND AS SET FORTH IN THAT SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED APRIL 13, 2021 AS INSTRUMENT 2021-

965433, OFFICIAL RECORDS; AND FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JANUARY 06, 2022 AS INSTRUMENT 2022-979444 IN THE OFFICE OF DOUGLAS COUNTY, STATE OF NEVADA AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMON AREA PARCEL "A" AS SHOWN ON THE MINOR MODIFICATION TO FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB RECORDED AS DOC. NO. 2022-990258 ON SEPTEMBER 21, 2022 IN THE RECORDER'S OFFICE OF DOUGLAS COUNTY, NEVADA.

PARCEL 1H:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE GENERAL COMMON AREA AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JUNE 19, 2019 AS INSTRUMENT 2019-930614 SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED APRIL 13, 2021 AS INSTRUMENT 2021-965433; AND FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JANUARY 06, 2022 AS INSTRUMENT 2022-979444 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 1I:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RECORDED NOVEMBER 07, 2018 IN A RECIPROCAL ACCESS EASEMENT AGREEMENT IN BOOK N/A AS INSTRUMENT 2018-921866 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 1J:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO THE BEACH AREA, AND FOR PASSIVE AND ACTIVE BEACH RECREATION, RECORDED JUNE 19, 2019 IN A BEACH USE AND ACCESS AGREEMENT AS INSTRUMENT 2019-930632 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 2:

PARCEL 2A:

THAT PORTION OF THE SOUTH HALF (S 1/2) OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE MEANDER LINE OF LAKE TAHOE, WHICH POINT IS THE SOUTHWEST CORNER OF LOT 2, OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M.,

THENCE ALONG A LINE HEREAFTER REFERRED TO AS COURSE 1, NORTH 89°59'24" EAST 509.52 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER-WEST ONE-SIXTEENTH CORNER (WEST ONE SIXTEENTH CORNER);

THENCE SOUTH 00°02'04" EAST (SOUTH ALONG THE ONE SIXTEENTH LINE), 217.00 FEET;

THENCE NORTH 89°11'56" WEST (NORTH 89°11'30" WEST), 457.06 FEET, TO A POINT ON THE MEANDER LINE, WHICH POINT IS SOUTH 14°02'15" EAST (SOUTH 14°00'00" EAST) 217.00 FEET FROM THE POINT OF BEGINNING:

THENCE, CONTINUING NORTH 89°11'56" WEST (NORTH 89°11'30" WEST) 50 FEET, MORE OR LESS, TO A POINT ON THE ORDINARY LOW WATER LINE OF LAKE TAHOE AT ELEVATION 6223.00 LAKE TAHOE DATUM;

THENCE, NORTHWESTERLY, 222 FEET, MORE OR LESS, ALONG SAID ORDINARY LOW WATER LINE AT 6223.00 LAKE TAHOE DATUM, TO A POINT ON THE WESTERLY EXTENSION OF THE AFORESAID COURSE 1;

THENCE, ALONG THE WESTERLY EXTENSION OF THE AFORESAID COURSE 1, NORTH 89°59'24" EAST, 75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING BELOW THE 6223.00 LEVEL OF LAKE TAHOE AND ALSO ANY ARTIFICIAL ACCRETIONS TO SAID LAND WATERWARD OF SAID LAND OR NATURAL ORDINARY LOW WATER OR IF LAKE LEVEL HAS BEEN ARTIFICIALLY LOWERED.

EXCEPTING ANY PORTION BELOW SUCH ELEVATION AS MAY BE ESTABLISHED AS THE BOUNDARY BY BOUNDARY LINE

ADJUSTMENT WITH THE STATE OR BY QUIET TITLE ACTION IN WHICH THE STATE IS A PARTY.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 29, 2016 IN BOOK N/A AS INSTRUMENT NO. 2016-892776 OF OFFICIAL RECORDS.

PARCEL 2B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RECORDED NOVEMBER 07, 2018 IN A RECIPROCAL ACCESS EASEMENT AGREEMENT IN BOOK N/A AS INSTRUMENT 2018-921866 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 3:

PARCEL 3A:

UNITS 404 THROUGH 408, 501 THROUGH 508, 601 THROUGH 608, 701 THROUGH 708 AND 901 THROUGH 908, INCLUDING ALL GENERAL COMMON ELEMENTS (GCE) AND LIMITED COMMON ELEMENTS (LCE) WITHIN THEIR RESPECTIVE BUILDINGS AS SHOWN ON THE MAP OF FINAL CONDOMINIUM SUBDIVISION MAP (DP 22-0224) FOR TAHOE BEACH CLUB PHASE 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 18, 2023, AS INSTRUMENT NO. 2023-999650 AND AS SET FORTH IN THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JUNE 19, 2019 AS INSTRUMENT 2019-930614; SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED APRIL 13, 2021 AS INSTRUMENT 2021-965433; AND FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JANUARY 06, 2022 AS INSTRUMENT 2022-979444 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 3B:

AN UNDIVIDED FRACTIONAL INTEREST IN THE COMMON AREAS AS SET FORTH IN THAT AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION

OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JUNE 19, 2019 AS INSTRUMENT 2019-930614 SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED APRIL 13, 2021 AS INSTRUMENT 2021-965433; AND FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JANUARY 06, 2022 AS INSTRUMENT 2022-979444 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 3C:

THE EXCLUSIVE RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT TO WHICH THEY ARE ALLOCATED, AS SET FORTH IN THAT AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JUNE 19, 2019 AS INSTRUMENT 2019-930614 SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED APRIL 13, 2021 AS INSTRUMENT 2021-965433; AND FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JANUARY 06, 2022 AS INSTRUMENT 2022-979444 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 3D:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE GENERAL COMMON AREA AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JUNE 19, 2019 AS INSTRUMENT 2019-930614 SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED APRIL 13, 2021 AS INSTRUMENT 2021-965433; AND FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TAHOE BEACH CLUB CONDOMINIUMS RECORDED JANUARY 06, 2022 AS INSTRUMENT 2022-979444 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 3E:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RECORDED NOVEMBER 07, 2018 IN A RECIPROCAL ACCESS EASEMENT AGREEMENT IN BOOK N/A AS INSTRUMENT 2018-921866 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.

PARCEL 3F:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO THE BEACH AREA, AND FOR PASSIVE AND ACTIVE BEACH RECREATION, RECORDED JUNE 19, 2019 IN A BEACH USE AND ACCESS AGREEMENT AS INSTRUMENT 2019-930632 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.