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**AMENDED AND RESTATED SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
DECLARATION OF ANNEXATION AND MASTER ASSOCIATION**

APPROVAL FOR

SUMMERTRAIL

**(a Condominium Common Interest Community
(a Sub-Association of Summerlin Community Association,
the "Master Association"))**

TABLE OF CONTENTS

| | |
|---|---|
| ARTICLE I | 3 |
| DEFINITIONS | 3 |
| Section 1.1 Allocated Interest | 3 |
| Section 1.2 Articles | 3 |
| Section 1.3 Association | 3 |
| Section 1.4 Association Property | 3 |
| Section 1.5 Buildings/Floor Plan | 3 |
| Section 1.6 By-Laws | 3 |
| Section 1.7 Common Elements, sometimes Common Areas | 3 |
| Section 1.8 Common Expenses | 3 |
| Section 1.9 Condominium Unit | 3 |
| Section 1.10 Declarant | 4 |
| Section 1.11 Declarant's Control Period | 4 |
| Section 1.12 Declarant's Rights | 4 |
| Section 1.13 Eligible Insurer or Guarantor | 4 |
| Section 1.14 Eligible Security Interest | 4 |
| Section 1.15 Executive Board | 5 |
| Section 1.16 First Security Interest | 5 |
| Section 1.17 FHA | 5 |
| Section 1.18 Garage | 5 |
| Section 1.19 Improvements | 5 |
| Section 1.20 Limited Common Elements | 5 |
| Section 1.21 Manager | 5 |
| Section 1.22 Master Association | 5 |
| Section 1.23 Master Declaration | 5 |
| Section 1.24 Member of Association | 5 |
| Section 1.25 Mortgagee | 5 |
| Section 1.26 Owner | 5 |
| Section 1.27 Parking | 6 |
| Section 1.28 Patio | 6 |
| Section 1.29 Perimeter Wall | 6 |
| Section 1.30 Phased Annexation | 6 |
| Section 1.31 Plat | 6 |
| Section 1.32 Private Drives | 6 |
| Section 1.33 Project, sometimes Condominium Project | 6 |
| Section 1.34 Recreational Area | 6 |
| Section 1.35 Residence | 6 |
| Section 1.36 Security Interest | 6 |
| Section 1.37 Sub-Association | 6 |
| Section 1.38 Supplemental Declaration | 6 |
| Section 1.39 Trails Declaration | 6 |

| | |
|--|----|
| Section 1.40 Unit/Boundaries | 7 |
| Section 1.41 VA | 7 |
| ARTICLE II | 7 |
| MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION | 7 |
| Section 2.1 Membership | 7 |
| Section 2.2 Voting Rights | 7 |
| ARTICLE III | 8 |
| COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION | 8 |
| Section 3.1 Creation of Lien and Personal Obligations for Assessments | 8 |
| Section 3.2 Purpose of Assessments | 8 |
| Section 3.3 Maximum Annual Assessment | 8 |
| Section 3.4 Special Capital Assessments | 9 |
| Section 3.5 Special Unit Assessment | 9 |
| Section 3.6 Master Association Assessments | 9 |
| Section 3.7 Membership Approval | 9 |
| Section 3.8 Uniform Range of Assessment | 10 |
| Section 3.9 Date of Commencement of Annual Assessments: Due Dates | 10 |
| Section 3.10 Effect of Nonpayment of Assessments: Remedies of Association .. | 11 |
| Section 3.11 Notice to Lien Holders | 11 |
| Section 3.12 Lien/Security Interest | 11 |
| Section 3.13 Subordination of the Lien to First Security Interest | 12 |
| Section 3.14 Estoppel Certificate | 12 |
| Section 3.15 Personal Liability of Owner | 12 |
| Section 3.16 Taxation of Association | 12 |
| Section 3.17 Working Capital Fund | 12 |
| ARTICLE IV | 13 |
| RESPONSIBILITIES OF MAINTENANCE | 13 |
| Section 4.1 Owner Maintenance of Unit | 13 |
| Section 4.2 Owner's Grant of Easements..... | 13 |
| Section 4.3 Association Maintenance of Common Elements | 13 |
| Section 4.4 Association Right of Entry | 13 |
| Section 4.5 Association Right to Adopt Rules | 14 |
| ARTICLE V | 14 |
| ARCHITECTURAL CONTROL | 14 |
| Section 5.1 Approval Required | 14 |
| Section 5.2 Liability | 14 |
| Section 5.3 Failure to Act | 15 |

| | | |
|--|--|----|
| Section 5.4 | Declarant Exception | 15 |
| ARTICLE VI | ..... | 15 |
| PROHIBITION OF PARTITION OR SEPARATION OF INTEREST | ..... | 15 |
| Section 6.1 | Separation of Interest | 15 |
| Section 6.2 | Prohibition of Partition..... | 15 |
| Section 6.3 | Power of Attorney | 16 |
| ARTICLE VII | ..... | 16 |
| RIGHT OF SECURITY INTEREST | ..... | 16 |
| Section 7.1 | Security Interest's Consent | 16 |
| Section 7.2 | Notice to Security Interest..... | 17 |
| Section 7.3 | Security Interest Protection | 18 |
| ARTICLE VIII | ..... | 18 |
| DESTRUCTION OF COMMON ELEMENTS OR ASSOCIATION PROPERTY | ..... | 18 |
| Section 8.1 | Casualty Destruction of Common Elements or Recreational Area . | 18 |
| Section 8.2 | Taking of Common Elements | 19 |
| Section 8.3 | Casualty Destruction of Unit..... | 19 |
| Section 8.4 | Taking of Unit..... | 19 |
| Section 8.5 | Association Insurance | 20 |
| Section 8.6 | Security Interest Approval | 21 |
| Section 8.7 | Deductible Owners..... | 21 |
| ARTICLE IX | ..... | 21 |
| OWNER'S USE RESTRICTIONS/DECLARANT'S EXCEPTIONS | ..... | 21 |
| Section 9.1A | The Trials Declaration | 21 |
| Section 9.1 | Alteration of Units..... | 21 |
| Section 9.2 | Fire Lane | 22 |
| Section 9.3 | Garages | 22 |
| Section 9.4 | Lease | 22 |
| Section 9.5 | Limited Common Elements Appurtenant | 23 |
| Section 9.6 | Nuisance | 23 |
| Section 9.7 | Outside Antennae | 23 |
| Section 9.8 | Owners Liable for Damage | 23 |
| Section 9.9 | Parking and Vehicular Restrictions..... | 24 |
| Section 9.10 | Pets | 24 |
| Section 9.11 | Playground Equipment. Strollers | 24 |
| Section 9.12 | Residential Purposes | 24 |
| Section 9.13 | Sign Control | 24 |
| Section 9.14 | Time Share | 24 |

| | | |
|--------------------|---|----|
| Section 9.15 | Unit Maintenance | 25 |
| Section 9.16 | Use Causing Loss of Insurance | 25 |
| Section 9.17 | Use of Common Elements | 25 |
| Section 9.18 | Use of Limited Common Elements..... | 26 |
| | | |
| ARTICLE X | ..... | 26 |
| GENERAL PROVISIONS | ..... | 26 |
| Section 10.1 | Enforcement | 26 |
| Section 10.2 | Notice of Significant Legal Proceedings..... | 26 |
| Section 10.3 | Severability..... | 27 |
| Section 10.4 | Amendments | 27 |
| Section 10.5 | Extension of Declaration..... | 28 |
| Section 10.6 | Encroachment Easement | 28 |
| Section 10.7 | Annexation of Additional Property by Membership Approval..... | 29 |
| Section 10.8 | Owner Compliance..... | 29 |
| | | |
| EXHIBIT A | ..... | 31 |

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERTRAIL**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions, hereinafter referred to as “Declaration,” is made this _____ day of _____, 2024, by the Summertrail Owners Association (“Association”), a Nevada nonprofit corporation, with respect to the following:

RECITALS

A. Summer Trail, LLC, A Nevada Limited Liability Company (“Declarant”) developed the property identified and described on the map titled Summertrail, Summerlin Village 7 – The Trails – Unit No. 2C, A Condominium Common Interest Community, Book 69, Page 10 of Plats, recorded as instrument number 950720:01550, Clark County, Nevada Recorder (hereinafter, “Condominium Project”). Exhibit A hereto the legal description for the Condominium Project;

B. The Condominium Project, which is subject to the Nevada Uniform Common-Interest Ownership Act (“Act”), consists of 112 condominium units. The units were developed in eight phases, as summarized below;

C. The Condominium Project is subject to the Supplemental Declaration of Covenants, Conditions and Restrictions for Summertrail, which was recorded as instrument number 950908:01706, Clark County, Nevada Recorder (“Original Supplemental Declaration”). The Supplemental Declaration was thereafter amended by the First Amendment to the Original Supplemental Declaration, which was recorded as instrument number 951114:01388, Clark County, Nevada Recorder (“First Amendment”). The Original Supplemental Declaration was again by the Second Amendment to the Supplemental Declaration, which was recorded as instrument number 960122:01607, Clark County, Nevada Recorder (“Second Amendment”). In addition, on or about February 28, 2001, the Association adopted the First Statutorily Mandated Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for Summertrail Owners Association (“Statutory Amendment”), which made changes to the Original Supplemental Declaration to conform with statutory changes;

D. The Association desires to adopt and record this Amended and Restated Supplemental Declaration to combine and incorporation the First Amendment and the Second Amendment into declaration to be known as this “Declaration.” This Declaration also deletes obsolete provisions relating to the Declarant and also makes changes to the leasing restrictions on the Units. As to the Statutory Amendment, such amendment is obsolete and unnecessary, as NRS 116.1206 deems any provision contained in a declaration, bylaw or other governing document of the Association that violates the provisions of the Act to conform to the Act. Any provisions in this Declaration that are in violation of the Act shall be deemed to conform to the Act pursuant to NRS 116.1206;

E. As set forth in the Second Amendment, the Summary of Phases is as follows:

| Phase No. | *Property Within Phase | Number of Units | Fractional Obligation and Interest in Common Elements for Each Unit |
|------------------|--|------------------------|--|
| Phase 1 | Bldgs. 1, 2, 14-19 C.E. 1 and Common Lot D, E, F and G | 23 | 1 allocated interest for each Unit owned |
| Phase 2 | Bldgs. 12, 13, 24-26 and C.E. 2 | 13 | 1 allocated interest for each Unit owned |
| Phase 3 | Bldgs. 20, 21, 22, 23, and 27 | 12 | 1 allocated interest for each Unit owned |
| Phase 4 | Bldgs. 33, 34, 9, 10 and 11, and C.E. 4 | 13 | 1 allocated interest for each Unit owned |
| Phase 5 | Bldgs. 3, 4, 5, 6, 7 and 8 and C.E. 5 | 16 | 1 allocated interest for each Unit owned |
| Phase 6 | Bldgs. 28-32 and C.E. 6 | 13 | 1 allocated interest for each Unit owned |
| Phase 7 | Bldgs. 35-38 and C.E. 7 | 12 | 1 allocated interest for each Unit owned |
| Phase 8 | Bldgs. 39-42 and C.E. 8 | 10 | 1 allocated interest for each Unit owned |

*includes all the Private Streets, PUE, and Sewer Easements in each phase.

F. The Association Property to be included in each phase of the Project are the easements to maintain the Common Elements in each phase. Each unit shall be assigned certain Limited Common Elements, sometimes "Exclusive Use Areas," which shall consist of the patios and sidewalk easements. The Association Property shall consist of the easements to maintain the Common Elements such as buildings, landscaping, private drives, driveways, sidewalks, and perimeter fences;

G. Each Unit shall have appurtenant to it a membership in the Association, the management body for the overall Condominium Project;

NOW, THEREFORE, the Association hereby declares that all of the properties described as the Condominium Project shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions. and equitable servitudes herein, which are for the purpose of protecting the value of the residences and liveability in the Project, which shall run with each annexed phase of the real property in the Project and bind and inure to all parties with any right, title or interest in the Condominium Project or any part thereof, their heirs, successors, and assigns.

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ARTICLE I
DEFINITIONS

Section 1.1 Allocated Interest shall mean and refer to the following interest allocated to each Unit: Limited Common Elements, fractional interest in Common Elements, liability for Common Expenses and one (1) vote in the Association. The Allocated Interest of each Unit in the Common Elements will be a fraction, the numerator of which will be one (1) and the denominator, of which will be the total of all Units in the Project that become subject to the Declaration. For example, if only Phase One is built, then each Owner of a Unit will own a 1/16th interest in the Common Elements. If all Phases are subject to the Declaration, then each Owner would have a 1/112th interest in the Common Elements. If a Unit Owner owns more than one (1) Unit, then that Owner will have one (1) Allocated Interest in all the Common Elements for each Unit owned.

Section 1.2 Articles shall mean and refer to the Articles of Incorporation of the Association and any amendments to said Articles.

Section 1.3 Association shall mean and refer to SUMMERTRAIL OWNERS' ASSOCIATION, a Nevada Non-Profit, Corporation, its successors and assigns.

Section 1.4 Association Property shall mean and refer to the easements to maintain the Common Elements in the Project and any real and personal property owned by the Association.

Section 1.5 Buildings/Floor Plan shall mean the Building Types as shown on Sheets 6 and 7 of the Plat. They are designated by floor plans as follows:

- Type A, duplex
- Type B and C, triplex
- Type D and E, triplex

All square footages are approximate. Building numbers and types are designated by the circle on the plat. The top half designates the building number, and the lower half designates the building type. Unit numbers are placed within the rectangle within each Unit as shown on the Plat.

Section 1.6 By-Laws shall mean and refer to the By-Laws of the Association and any amendments to said By-Laws.

Section 1.7 Common Elements, sometimes Common Areas shall mean and refer to all portions of the Condominium Project, other than Units or Association Property within the Project.

Section 1.8 Common Expenses means expenditures made by, or financial liabilities of the Association, together with any allocations to reserves.

Section 1.9 Condominium Unit sometimes Unit shall mean and refer to the fee simple interest in the Unit shown by the identifying numbers within each Unit as shown on Sheets 3, 4, and 5 of the Plat. together with the "Allocated Interest" assigned to each Unit. Specifically, it shall consist of:

- (a) the separate interest in each Unit including Garage;
- (b) Limited Common Elements, i.e., Patios. and Driveway Sidewalk Easements within the Common Elements.
- (c) undivided fractional interest as tenants in common in the Common Elements;
- (d) easements over and right to use of the Private Drives and Recreational Area;
- (e) membership in the Association.

Section 1.10 Declarant shall mean and refer to SUMMER TRAIL LLC, A NEVADA LIMITED LIABILITY COMPANY, its successors and assigns.

Section 1.11 Declarant's Control Period shall mean and refer to the period of time in which the Declarant may appoint the majority of the Executive Board of the Association as further described in Section 2.2 of this Declaration. The Declarant Control Period has expired.

Section 1.12 Declarant's Rights shall mean and refer to the rights granted to the Declarant by law and pursuant to this Declaration, including without limitation, Declarant's right to:

- (a) Add phases to the Property;
- (b) Create Units and Common Elements within the phases;
- (c) Complete the improvements as indicated on the plat;
- (d) Maintain on the Property sales offices, models, management offices, and signs;
- (e) Use of easements through the Common Elements for the purpose of making improvements in the Condominium Project;
- (f) Appoint or remove officers of the Association and any members of the Executive Board during the period of the Declarant's Control as described in Section 2.2, 2.4, 3.1, 3.10, 5.3, and 9.2 of this Declaration. As of the recording of this Declaration, all Declarant's Rights have expired.

Section 1.13 Eligible Insurer or Guarantor shall mean and refer to an insurer or governmental guarantor who has requested notice from the Association of those matters which such insurer or guarantor is entitled to notice of by reason of this Declaration or the By-Laws of the Association.

Section 1.14 Eligible Security Interest shall mean and refer to a holder of a first security interest on a Unit who has requested notice from the Association of those matters which such holder is entitled to notice of by reason of this Declaration or the By-Laws of the Association.

Section 1.15 Executive Board sometimes Board of Directors or Board, shall mean and refer to the governing body of said Association.

Section 1.16 First Security Interest shall mean and refer to the holder of a security interest on a Unit which is senior in priority, except as limited in Section 3.11 of the Declaration, to all other encumbrances.

Section 1.17 FHA shall mean and refer to the Federal Housing Administration.

Section 1.18 Garage means the Garage incorporated within each Unit.

Section 1.19 Improvements shall mean and refer to all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees, shrubs, poles, signs, exterior air-conditioning, water softener, or equipment.

Section 1.20 Limited Common Elements, means the Driveway and Sidewalk Easements in front of each Unit and the patios at the rear of each Unit. The patio Limited Common Elements shall be defined by the perimeter walls as constructed by Declarant. The patio shall be used and maintained by each Owner in accordance with any Rules and Regulations adopted by the Association. The patio perimeter walls shall be maintained by the Association.

Section 1.21 Manager shall mean the person or entity designated by the Board to manage the affairs of the Project and to perform various other duties assigned to it by the Board and by the provisions of this Declaration and By-Laws.

Section 1.22 Master Association shall mean the Summerlin Community Association, a Nevada Non-Profit Corporation

Section 1.23 Master Declaration shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements for Summerlin Community Association recorded September 25, 1990, in Book 900925, as Document 01274, Clark County, Nevada, Recorder, which was amended and restated in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association, recorded August 15, 1997, as Document 00692, Clark County, Nevada, Recorder.

Section 1.24 Member of Association shall mean and refer to an Owner as defined in Section 1.26 of this Article I.

Section 1.25 Mortgagee shall mean and refer to a holder of a Security Interest, including a beneficiary under or holder of a Deed of Trust given for value, which encumbers any Unit.

Section 1.26 Owner, sometimes Unit Owner, shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Unit which is part of the Condominium Project.

Section 1.27 Parking shall mean and refer to unassigned parking spaces as shown on Sheets 3-6 of the Plat, the use of which shall be established by the Executive Board.

Section 1.28 Patio shall mean and refer to the Limited Common Element shown on Sheets 6 and 7 of the plat as Limited Common Elements.

Section 1.29 Perimeter Wall means the masonry wall along the perimeter of the Project. The maintenance and repair of the exteriors of the Perimeter Walls will be done by the Sub-Association or Master Association. The patio perimeter walls shall be maintained by the Association.

Section 1.30 Phased Annexation sometimes Phased Areas shall mean and refer to the phases described in Recital C and D, which Declarant may annex in accordance with Article X, Section 10.7, without consent of the Owners or Eligible Security Interest Holders.

Section 1.31 Plat shall mean and refer to the plat of Summertrail filed on the 20th day of July, 1995, in Book 69 of Plats, Page 10 Clark County, Nevada Records, covering the Condominium Project, and any amendments thereto.

Section 1.32 Private Drives shall mean the Private Drives and Public Utility Easements as shown on Sheets 3-6 of the Plat.

Section 1.33 Project, sometimes Condominium Project, shall mean and refer to the entire real property above described, including all structures and improvements erected or to be erected thereon, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 1.34 Recreational Area shall mean and refer to that part of Common Element #1 shown on Sheet 5 of the Plat, which contains the pool, bathhouse, and other amenities.

Section 1.35 Residence shall mean and refer to any dwelling constructed on a Unit in accordance with the law and this Declaration.

Section 1.36 Security Interest shall mean and refer to an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association and any other consensual lien or contract for retention of title intended as security for an obligation.

Section 1.37 Sub-Association shall mean and refer to Summertail Owners' Association.

Section 1.38 Supplemental Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

Section 1.39 Trails Declaration shall mean and refer to the Supplemental Declaration recorded by the Master Declarant on December 30, 1993, in Book 931230, as Instrument 00389.

Section 1.40 Unit/Boundaries shall mean and refer to those portions of the Condominium Project designated as Units and identified by the number within each Unit as shown on Sheets 3-6 of the Plat.

- (a) Each Unit's boundaries are its ceilings, floors, and walls, including all electrical outlets, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finish flooring, and any other material constituting any part of the finished surfaces within a Unit. All other portions of the walls, floors, or ceilings, are part of the Common Elements. All spaces, interior partitions, and other fixtures and improvements within the boundaries of the Unit are part of the Unit.
- (b) Interpreting Boundaries shall mean that in interpreting deeds, plats, and plans, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof and shall conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or deed, and those of the building.

Section 1.41 VA shall mean and refer to the Department of Veterans Affairs.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 2.1 Membership. Every Owner of a Condominium shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium. Each Owner is obligated to comply with the Articles, Declaration, Bylaws, and the Rules and Regulations adopted by the Board of Directors of the Association. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale of the Unit to which it is appurtenant, and then only to the purchaser of such Unit. Any attempt to make a prohibited transfer is void. If the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books, and thereupon the old membership outstanding in the name of the seller shall be null and void.

Section 2.2 Voting Rights. The Association shall have one (1) class of voting membership:

Owner/Member shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION

Section 3.1 Creation of Lien and Personal Obligation for Assessments. The Owners of Units, by acceptance of a deed therefor, for each Unit owned within the Project, hereby covenants, whether or not it is stated in the deed, is deemed to covenant and agree to pay without deduction or off set to the Association:

- (a) annual assessments, which shall include an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements and Association Property and payment for water served to the Units through the common meter and the utility expenses for the street lights and other Association Property; and
- (b) special capital assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (c) special Unit assessments to be established and collected as hereinafter provided.

The full annual and special assessments, together with interest, costs and reasonable attorney's fees, where applicable, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made pursuant to NRS 116.3116. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 3.2 Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare and common good of all the residents in the entire Project and for the improvement and maintenance of the Common Elements and Association Property.

Section 3.3 Maximum Annual Assessment. Until January of the year immediately following the conveyance of the first Unit, in each Phase, to an Owner, the maximum assessments to be paid are as follows:

- (a) The Sub-Association \$1,500.00 per Unit annually, payable in monthly installments of \$125.00 per month.
- (b) From and after January 1st of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased by the Board each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- (c) From and after January of the year immediately following the conveyance of the first Unit in each Phase to an Owner, the maximum annual

assessment may be increased above fifteen percent (15%) by the vote or written assent of fifty-one percent (51 %) of the total voting power of the Association.

- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3.4 Special Capital Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements and Association Property, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of fifty-one (51%) percent of the total voting power of the Association.

Section 3.5 Special Unit Assessment. The Association may also levy a special assessment, including fines against any Member and Member's Unit to reimburse the Association for costs incurred in bringing a member and his Unit into compliance with the provisions of the Declaration, the Articles, the By-Laws, and the Association Rules and Regulations. Said special assessment may be levied upon the vote of the Board after notice to the Owner and an opportunity to be heard.

Section 3.6 Master Association Assessments. In addition, the Owner shall pay assessments to Summerlin North Community Association (the Master Association) which is responsible for Master Common Area streets'aping, covenant control, and, provided at its discretion, 24-hour patrol services for Summerlin Community, i.e., primary access to private streets, trails, general open spaces, entryways, landscaped medians and strips, and other Master Association Property within Summerlin.

The Master Association shall, in accordance with the Declaration of Covenants, Conditions, and Restrictions recorded on September 25, 1990, in Book 900925, as Instrument 01274, and as amended and restated in the Master Declaration recorded on August 15, 1997, in Book 970815, as Instrument 00692, levy assessments against Units towards the Master Common Expenses needed to discharge its obligations as the Master Association.

Section 3.7 Membership Approval. Any membership action authorized under Section 3.3 or 3.4 above shall be taken at a meeting called for that purpose, written notice of which shall be given to all Members not less than ten nor more than sixty (60) days before the meeting. Notice shall be given by first-class mail riot later than twenty (20) days before the meeting. If notice is given by first-class mail, certified or registered, return receipt requested, then the notice period may be reduced to ten (10) days before the meeting. A quorum for such meeting shall be a majority of the voting power of the membership of the Association. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be twenty-five (25%) percent of the voting power of the membership of the Association; provided, however, if

- (a) the meeting so adjourned is an annual meeting, and

- (b) the adjourned annual meeting is actually attended, in person or by proxy, by less than thirty-three and one-third (33 1/3%) percent of the voting power of the membership of the Association, then the only matters which may be voted upon thereat, are matters, notice of the general nature of which was duly given. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one (51%) percent, Members who were not present in person or by proxy may give their assent in writing provided the same is obtained by the appropriate officers of the Association no later than thirty (30) days from the date of such meeting.

Section 3.8 Uniform Rate of Assessment. Except as otherwise provided herein, both annual and special assessments shall be fixed at a uniform rate for all Units. The assessments shall be collected monthly.

Surplus funds remaining after payment of or provisions for common expenses shall be retained by the Association as a capital and replacement reserve.

A special assessment against members to raise funds for the rebuilding or major repair of any portion of the structural Common Elements shall be levied upon the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the aggregate floor area of the Units in all affected Units.

A special assessment against a member to reimburse the Association for costs and fines incurred in bringing the member and his Unit into compliance with the provisions of the Unit documents shall be assessed only against that member and his Unit.

Any assessment not paid within sixty (60) days after the due date shall be delinquent and shall bear interest at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date the assessment becomes past due, plus 2 percent. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the balance is satisfied. The Association may also impose a late fee as set forth in the Association's collection policy.

If an Owner shall be in default in the payment of an assessment installment, the Board may accelerate the remaining installments of the assessment upon notice thereof to the Owner, and thereupon the unpaid balance of the assessment shall come due on the date stated in the notice.

Section 3.9 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units in the first phase and subsequent phases on the first day of the month following the conveyance of the first Unit to a Purchaser in each phase or on the first day of the month following the conveyance of the Association Property in each Phase to the Association, whichever shall first occur.

The Board shall fix the amount of the annual assessment for each annual assessment period. Written notice of the annual assessment shall be as established by the Board.

Section 3.10 Effect on Nonpayment of Assessments: Remedies of the Association Any assessment made in accordance with this Declaration shall be a debt of the Owner of a Unit from the time the assessment is due. At any time after any assessment levied by the Association against a Unit has become delinquent, the Board may record in the Office of the Clark County Recorder a "Notice of Delinquent Assessment and Claim of Lien" as to such Unit. Such notice shall be signed by an officer or director of the Association, its manager or attorney. A copy of said Notice shall be served personally upon the owner, or be sent by first class mail, postage prepaid, return receipt requested, to the then current address of the Owner in the Association's files.

Immediately upon mailing of any notice of delinquency pursuant to this section, the amounts delinquent and subsequent installments, whether delinquent or not, together with costs (including attorney's fees) fines, if any, and interest accruing thereon, shall at Board's option be and become immediately due. The notice shall also secure all other payments and/or assessments, together with interest, costs, and attorneys' fees with respect to said Unit following such recording. Said statutory lien shall be extinguished unless a notice of default and election to sell is recorded pursuant to NRS 116.3116, or a judicial proceeding to enforce the lien are instituted, within three (3) years after the full amount of the assessment becomes due.

In the event the delinquent assessments and all other assessments which have become due and payable with respect to the same Unit together with all costs (including attorney's fees) and interest which have accrued on such amounts are fully paid or otherwise satisfied prior to the completion of any sale held to foreclose the lien as provided for in this Article, the Board shall record a satisfaction and release of said lien similarly signed. Each assessment lien may be foreclosed as and in the same manner as prescribed pursuant to Section 116.31162 and 116.31168 of Nevada Revised Statutes, as from time to time amended, or any successor statute and to that end a power of sale is hereby conferred upon the Association. The Association, acting on behalf of the Unit Owners, shall have the power to bid for the Unit at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Suits to recover a money judgment for unpaid assessments, costs, fines, and attorney's fees are permitted without foreclosure or waiver of the lien on the Unit.

Section 3.11 Notice to Lien Holders. A copy of the notice of default and election to sell, as well as the notice of sale, shall be mailed certified mail or registered mail, return receipt requested, to holders of recorded liens, and to persons who have recorded requests for notice per NRS 116.31168. Notice shall be mailed to the name and address as appears on the request for notice and on the recorded liens.

Section 3.12 Lien/Security Interest. A lien under this section is prior to all other liens and encumbrances as provided for in NRS 116.3116.

Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required, except a notice of delinquent assessment must be recorded before commencement of foreclosure.

A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within 3 years after the full amount of the assessments becomes due, as set forth in NRS 116.3116.

Section 3.13 Subordination of the Lien to First Security Interest. Except as provided in Section 3.12, the lien of the assessments provided for herein shall be subordinate to the lien upon any Unit of a First Security Interest recorded prior to the date the assessment sought to be enforced becomes delinquent. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a First Security Interest or any conveyance in lieu thereof shall except pursuant to Section 3.12 ("Super Priority"), extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the holder of a recorded First Security Interest or other purchaser of a Unit obtains title to the same as a result of foreclosure or conveyance in lieu, such acquirer of title, his successors and assigns, shall not, except pursuant to Section 3.12, be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units including such acquirer, his successors and assigns.

Section 3.14 Estoppel Certificate. The Association shall within 10 days upon written request by a Unit Owner, or holder of a Security Interest on a Unit provide a certificate in recordable form signed by an officer of the Association setting forth the amount of the unpaid assessment on the Unit and whether or not it is delinquent. A properly executed certificate of the Association as to the status of assessment on a Unit is binding upon the Association, the Board and every Unit Owner as of the date of its issuance.

Section 3.15 Personal Liability of Owner. No Owner may exempt himself from personal liability for assessments levied by the Association, nor release the Unit owned by him from the liens and charges hereof by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

Section 3.16 Taxation of Association. If any taxes are assessed against the Common Elements, Association Property or the personal property of the Association, rather than against the individual Units, said taxes shall be added to the annual assessments and, if necessary, a special assessment may be levied against the Unit in an amount equal to said taxes, to be paid in four (4) installments, thirty (30) days prior to the due date of each tax installment.

Section 3.17 Working Capital Fund. Upon acquisition of record title to a Unit from Declarant, Owners in each Phase shall contribute to the working capital fund of the Association an amount equal to one-sixth (1/6) the amount of the then annual assessment for that Unit as determined by the Board. The working capital shall not be considered prepayment of the annual assessment. This amount shall be deposited by the buyer into the purchase and sale escrow and disbursed therefrom to the Association. Within 60 days after close of the first sales escrow by Declarant of a Unit in each phase, Declarant shall deposit into an escrow an amount equal to one-sixth (1/6) of the then annual assessment for unsold Units owned by the Declarant as seller. Escrow shall remit these funds to the Association. Upon the close of escrow of any Unit for

which the capital contribution was prepaid by Declarant, escrow shall remit to the Declarant the capital contribution collected from the Owner.

ARTICLE IV **RESPONSIBILITIES OF MAINTENANCE**

Section 4.1 Owner Maintenance of Unit. Each Owner of a Unit shall be responsible for the maintenance and repair of the Patio, stairways, and doors and windows enclosing his Unit, the interior of his Unit, including walls, floors, and ceilings, and also all appliances whether "built-in" or freestanding within a Unit. The Owner shall also be responsible for the maintenance and repair (and damage as a result of any repair) of the sewer lateral lines, plumbing, gas, electrical, T.V. cable systems, and air conditioning, heating units and ducts servicing the Unit, including television cable equipment and connections.

Section 4.2 Owner's Grant of Easements. Each Owner hereby grants easements to other Owners to enter into each Unit and to have utility companies enter into Units to repair the plumbing, heating, and electrical systems located thereon, subject to the following limitations. Entry into a Unit for emergency purposes may be immediate; provided, however, such entry shall be made with as little inconvenience as possible to the Owner. Any damage caused thereby shall be repaired by the entering party. Entry into a Unit for other than emergency repairs shall be made only after three (3) days notice to the Owner and shall be made with as little inconvenience as possible to the Owner. Any damage caused thereby shall be repaired by the entering party.

Section 4.3 Association Maintenance of Common Elements. Except as otherwise provided herein, the Association acting through the Board and its officers shall have the sole and exclusive right and duty to manage, operate, control, repair, replace or restore all of the Common Elements and Association Property, and any portion thereof, together with the improvements, trees, shrubbery, plants and grass thereon, all as more fully set forth in this Declaration of Restrictions, the Articles and the By-Laws. Should said maintenance or repair result from the negligence of an Owner, his guests or licensees, the Owner shall reimburse the Association for the costs of such maintenance or repair.

Section 4.4 Association Right of Entry. For the purpose of performing the maintenance of the Common Elements and Association Property or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association agents or employees shall have the right to enter any Unit or upon any portion of the Common Elements to effect emergency repairs. For other than emergency repairs, the Association's agents or employees shall have the right to enter any Unit or any portion of the Common Elements to effect repairs, improvements, replacements or maintenance which the Association deems necessary, after approval by majority vote of the Board. Such entry shall be made with as little inconvenience to the Owner as possible. Any damage caused thereby shall be repaired by the Association. Such entry for other than emergency repairs shall be made only upon at least three (3) days notice to the Owner.

Section 4.5 Association Right to Adopt Rules. The Board shall have the right to adopt reasonable rules and regulations not inconsistent with the provisions contained in this Declaration, and to amend the same from time to time relating to the leasing of the Units, the use of the Association Property, Common Elements and Limited Common Elements and facilities situated thereon by Owners, their tenants or guest, and the conduct of such persons with respect to the Common Elements and Association Property, including but not limited to vehicle parking, outside storage of boats, motor homes, campers, trailers, bicycles and other objects, disposal of waste materials, drying of laundry, control of pets and other activities which, if not so regulated, might detract from the appearance of the Project or offend or cause inconvenience or danger to persons residing or visiting therein.

Such rules may provide that the Owner of a Unit whose occupant leaves property on the Common Elements or Association Property in violation of the rules may be fined and assessed for expenses incurred by the Association in removing, storing or disposing of such property after appropriate notice and an opportunity for a hearing before the Board. A majority vote of the Board is required for said assessment.

The Board may suspend the voting rights and right to use the recreational facilities located on the Association Property of a Member who is in default in the payment of any assessment for any period during which such assessment remains unpaid, and for a period not to exceed thirty (30) days after reasonable written notice and an opportunity for a hearing before the Board for any infraction of its published Rules and Regulations.

ARTICLE V **ARCHITECTURAL CONTROL**

Section 5.1 Approval Required. No building, fence, wall, structure, improvement or alteration, including removal of partitions between Units shall be commenced, placed, erected, or altered upon the Common Elements, including the Limited Common Elements, or any Association Property, until the location and complete plans and specifications showing the nature, kind, shape, height, and materials, including the color scheme, have been submitted to and approved in writing as to harmony of external design and location of surrounding structures and topography by the Design Review Committee as provided in Article VIII of the Master Declaration, or alternatively, if that Committee declines to act, by the Board of Directors of the Association or an Architectural Committee appointed by the Board of Directors of the Association composed of not less than three (3) Members.

Section 5.2 Liability. Neither the Association, the Board, nor any Architectural Committee Member thereof shall be liable to any Owner, or to any other party, for any damage, loss, prejudice or expense suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective; (b) any defect in the construction or performance of any work, whether or not pursuant to approved plans and specifications; or (c) the inability of anyone to obtain a building permit for the construction or alteration of any improvement pursuant to plans and specifications; provided, however, that such Association, Board or Committee Member has acted in good faith on the basis of such information as may be possessed by him.

Section 5.3 Failure to Act. If the Board or the Architectural Committee fails to approve or disapprove such location, plans, and specifications or other requests within thirty (30) days after the submission thereof to it, then such approval will not be required, provided that any structure or improvement so erected or altered, conforms to all of the conditions and restrictions herein contained, and is in harmony and compatible with similar structures erected within the Project. Said failure to approve or to disapprove a submission shall not constitute a waiver of subsequent compliance with this Article by an Owner.

The grade, level, or drainage characteristics of the Condominium Project or any portion thereof, shall not be altered without the prior written consent of the Board or the Architectural Committee.

Section 5.4 Declarant Exception. The provisions of this Article shall not apply to the initial construction by Declarant of Units or other improvements to the Condominium Project, and neither the Board nor any committee appointed by the Board shall have any authority or right to approve or disapprove the initial construction by Declarant of Units or other improvements to the Condominium Project.

ARTICLE VI

PROHIBITION OF PARTITION OR SEPARATION OF INTEREST

Section 6.1 Separation of Interest. No Owner shall sell, assign, lease or convey:

- (a) The Allocated Interest separate and apart from the Unit, nor
- (b) The Unit separate and apart from the Limited Common Elements assigned to the Unit, nor
- (c) The interest in any Limited Common Elements, separate and apart from the interest in the Common Elements and the Unit.
- (d) Any rights to the use of the Association Property, other than as permitted by this Declaration, the By-Laws or the Rules and Regulations as established from time to time by the Association.

Section 6.2 Prohibition of Partition. Each Owner of a Unit, whether such ownership is in fee simple or as a tenant-in-common, is hereby prohibited from partitioning or in any other way severing or separating such ownership from any of the other ownerships in the Condominium Project, except upon the showing that:

- (a) more than three (3) years before the filing of the action, the Project was damaged or destroyed so that a material part thereof was unfit for its use and the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction, or

- (b) that three-fourths (3/4) or more of the Project has been destroyed or substantially damaged, and that Owners holding in aggregate more than a fifty (50%) percent interest in the Common Elements are opposed to repair or restoration of the Project, or
- (c) that the Project has been in existence in excess of fifty (50) years, that it is obsolete and uneconomic, and that Owners holding in aggregate more than a fifty (50%) percent interest in the Common Elements are opposed to repair or restoration of the Project; provided, however, that if any Unit shall be owned by two (2) or more co-tenants as tenants-in-common or as joint tenants, nothing herein shall be deemed to prevent a judicial partition as between such co-tenants, so long as there is not a physical division of the Unit. No Unit may be partitioned or subdivided without the prior written approval of the Mortgagee holding the first security interest on that Unit.

Section 6.3 Power of Attorney. The Association is hereby granted an irrevocable power of attorney to sell the Condominium Project for the benefit of all the Owners thereof when the partition of the Owners' interests in said Condominium Project may be had pursuant to Section 6.2 above. The power of attorney herein granted may be exercised after the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3) of the interest in the Common Elements, by any two (2) Members of the Board. The Board shall record a copy of the resolution implementing the power of attorney in the office of the County Recorder, Clark County, Nevada. Said resolution shall be conclusive evidence thereof in favor of any person relying thereon in good faith; provided, however, that said power of attorney shall not apply to the Secretary, Department of Veterans Affairs.

ARTICLE VII

RIGHT OF SECURITY INTEREST

Section 7.1 Security Interest's Consent. Subject to NRS 116.2117, and provided that the holder of the First Security Interest informs the Association in writing of its appropriate address and requests in writing to be notified, except upon substantial destruction or condemnation, neither the Association nor the Owners shall do any of the following unless at least sixty-seven (67%) percent of the Owners and sixty-seven percent (67%) of the First Security Interest which encumber Units (based upon one (1) vote for each Security Interest) have given their prior written approval:

- (a) seek, by act or omission, to abandon the Condominium Project or to terminate the Condominium Plat or this Declaration, or change, waive or abandon any scheme or regulation or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of Living Units or the Common Elements;

- (b) change the pro-rata interest or obligations of any Unit for purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro-rata share of the Common Elements appurtenant to each Unit.
- (c) partition or subdivide any Unit*; (*applies only to affected Security Interest.)
- (d) seek, by act or omission, to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Association Property; however, the granting of easements for public utility or other public purposes consistent with the uses of said areas shall not be deemed a transfer within the meaning of this provision;
- (e) use of hazard insurance proceeds for losses to any portion of the Condominium Project for other than the repair, replacement or reconstruction of the Condominium Project. except as may be provided by statute upon substantial loss to the Unit, Common Elements or Association Property;
- (f) failure to maintain fire and extended coverage insurance on said areas and the improvements thereto on a current replacement cost basis in an amount less than one hundred (100%) percent of the insurable value, based on current replacement cost.

Section 7.2 Notice to Security Interest: Subject to NRS 116.2117, upon written request to the Association, identifying the name and address of the Holder, Insurer or Guarantor and the Unit number or address, any Eligible Security Interest or Eligible Insurer or Guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Security Interest or Eligible Insurer or Guarantor, as applicable.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Security Interest held, insured or guaranteed by such Eligible Security Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Security Holders as required in this Declaration or the By-Laws for the Owners' Association.

Section 7.3 Security Interest Protection. Neither the breach of any of the covenants, conditions and restrictions in this Declaration, nor the enforcement thereof or, except as provided in NRS 116.3116 and Section 3.12 "Super Priority," of any lien provisions herein, shall defeat or render invalid the lien of any Security Interest held by an Eligible Security Interest Holder made in good faith and for value. However, all of the covenants, conditions and restrictions in this Declaration shall be binding upon any Owner whose title is derived through foreclosure or exercise of power of sale, or otherwise.

ARTICLE VIII

DESTRUCTION OF COMMON ELEMENTS OR ASSOCIATION PROPERTY

Section 8.1 Casualty Destruction of Common Elements or Recreational Area. If any portion of the Common Elements or Association Property is damaged or destroyed by fire or other casualty, then:

- (a) If the, cost to repair or rebuild does not exceed the amount of available insurance proceeds by more than five (5%) percent of the budgeted gross expenses of the Association for the fiscal year during which the repair or rebuilding is needed, the Board shall contract to repair or rebuild the damaged portions of the Common Elements substantially in accordance with the original plans and specifications therefor.
- (b) If the cost to repair or rebuild exceeds the amount of available insurance proceeds by more than five (5%) percent of the budgeted gross expenses of the Association for the fiscal year during, which the repairs or rebuilding is needed, and if the Owners holding in aggregate more than fifty (50%) percent interest in the damaged or destroyed Common Elements agree to the repair or restoration of the Project, then the Board shall contract as provided in (a) above.
- (c) If the Owners do not so agree to the repair or rebuilding of the Common Elements provided in subparagraph (d) above, then each Owner (and his mortgagee(s)) as their respective interest shall then appear shall be entitled to receive that portion of the insurance proceeds equal to the proportion of the decrease in fair market value of his Unit as compared to the aggregate decrease in the fair market values of all the Units caused by such damage or destruction. For purposes hereof, fair market value shall be determined by an appraiser licensed by the State of Nevada, selected by the Board and hired by and at the expense of the Association.
- (d) Should dispute arise as to the distribution of insurance proceeds, the dispute shall be decided by the American Arbitration Association pursuant to its Commercial Rules of Arbitration.
- (e) Notwithstanding Section 8.1(c) the Board shall contract for such repair or rebuilding of Building(s) containing Units (or portions thereof and/or

improvements thereto) if fifty (50%) percent or more of the Owners owning Living Units in said Building(s) agree to the repair or restoration of said Building(s).

- (f) If a bid to repair or rebuild is accepted, the Board shall levy a special assessment against each Unit in the damaged or destroyed Building(s) in the proportion the Units are assessed, pursuant to Section 3.4 of Article III of this Declaration, for purposes of raising funds for the rebuilding or major repair of the structural Common Elements, to make up any deficiency between the total insurance proceeds and the contract price for such repair and rebuilding. Such assessment and all insurance proceeds, whether or not subject to liens of mortgagees, shall be paid to the account of the Association to be used for such rebuilding.

Section 8.2 Taking of Common Elements. If any portion of the Common Elements or Association Property is taken by condemnation, eminent domain or any proceeding in lieu thereof, and the award therefor is not apportioned among the Owners and their Security holders as their respective interests then appear by court judgment or by agreement between the condemning authority and each of the affected Owners, then the Owners of the Common Elements, and the Security Interest as their respective interests then appear, shall be entitled to receive a distribution from the award for such taking in the same proportion as insurance proceeds will be distributed pursuant to subsection (c) of Section 1 above. However, if it should be determined to repair or rebuild any portion of the Common Elements or Association Property, such proceeds shall be paid to the Association for that purpose in the same manner and subject to the same terms, conditions and limitations as are set forth above in Section 1 of this Article VIII for the repair of damaged or destroyed portions of the Common Elements. Any decision to repair or rebuild shall be made in the same manner and subject to the same conditions and limitations as provided in Section 1 of this Article VIII to determine whether or not to rebuild or repair the damage or destruction.

Section 8.3 Casualty Destruction of Unit. In the event of damage or destruction of any Unit, the Owner thereof shall reconstruct the same as soon as reasonably practicable and substantially in accord with the original plans and specifications therefor; provided, however, that any such Owner may, with the written consent of the Board, reconstruct or repair the same pursuant to new or changed plans and specifications. In the event the Board fails to approve or disapprove such changed plans and specifications within sixty (60) days of receipt thereof, they shall be deemed to have been approved.

Section 8.4 Taking of Unit. In the event of the taking of a Unit, the Owner (and his mortgagees as their interests may appear) of the Unit shall be entitled to receive the award for such taking and after acceptance thereof he and his mortgagee shall be divested of any further interests in the Condominium Project if such Owner shall vacate his Unit as the result of such taking. In such event said Owner shall grant his remaining interests in the Common Elements appurtenant to the Unit so taken, if any, to the other Owners owning a fractional interest in the same Common Elements, such grant to be in proportion to the fractional interest in the Common Elements then owned by each.

Section 8.5 Association Insurance. The Association shall obtain and continue in effect the following insurance:

- (a) A master fire insurance policy and property insurance policy with extended coverage endorsement for the full insurable value of all of the improvements within the Project, subject to reasonable deductibles. "Improvements" means and refers to the Association Property and Common Elements together with those appliances and improvements located within the Units provided by Declarant to the initial Owners of Units and does not include items not provided by Declarant. The form and content of such policy must be satisfactory to all institutional First Security Interest and shall meet the maximum standards of the various institutional first mortgage lenders whose loan(s) encumber any of the Units.
- (b) A public liability and property damage insurance policy with cross liability endorsement, if available, insuring the Association, any manager, the Declarant and the Owners against liability incident to ownership or use of the Common Elements or Association Property. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such policies must provide that they may not be canceled or substantially modified by any party without at least thirty (30) days prior written notice to the Association and to each holder of a First Security Interest which is listed as a scheduled holder of a First Security Interest in the insurance policy.
- (c) Flood loss for the maximum amount available if the Property is located in a Flood Hazard Area. Crime insurance which includes coverage for dishonest acts by members of the executive board and the officers, employees, agents, directors and volunteers of the association and which extends coverage to any business entity that acts as the community manager of the association and the employees of that entity. Such insurance may not contain a conviction requirement, and the minimum amount of the policy must be not less than an amount equal to 3 months of aggregate assessments on all units plus reserve funds or \$5,000,000, whichever is less.
- (d) Workman's Compensation Insurance covering any employees of the Association, if applicable.

Insurance premiums for the master policy shall be a common expense to be included in the monthly assessments levied by the Association. Each owner shall be responsible to pay any deductible amount for any loss to his Unit. Each owner must separately insure the improvements not covered by the master fire insurance policy or property insurance policy and personal

property within his Unit. No Owner shall insure his Unit in any manner which would cause any diminution in insurance proceeds from the master policy. Should any Owner violate this provision he shall be responsible to the Association for any such diminution.

Section 8.6 Security Interest Approval. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with original plans and specifications, unless other action is approved by Holders of fifty-one percent (51%) First Security Interests on Units subject to Eligible Security Interests.

Section 8.7 Deductible Owners. The Association is required to maintain blanket, fire, hazard and liability insurance which covers the roofs and exterior walls of all Buildings. Claims may be made by an Owner against any policy owned by the Association. In the event that any damage to any portion of the Association project is caused by or results from any component or improvement for which the Owner is responsible to maintain, repair or replace, or a covered claim results from the negligent act or omission of the Owner, that Owner shall be responsible for the payment of any applicable deductible. Any work to be done as a result of said Owner's claim shall begin only upon the Association's receipt of the deductible amount from the Owner. If the Owner does not pay the deductible, the Association reserves the right, but does not have the duty to, pay the deductible on behalf of the Owner and arrange for the repairs to be made. In that event, the Association will levy an assessment against that Owner for the amount of a deductible, but shall first provide the owner with an opportunity for a hearing in front of the Board. The Association as owner of the policies shall have the exclusive right to file and administer the settlement of any claim made against an Association policy. Owners are responsible for carrying at their expense insurance to augment or cover losses and damages not covered by the blanket insurance carried by the Association.

ARTICLE IX

OWNER'S USE RESTRICTIONS/DECLARANT'S EXCEPTIONS

Section 9.1A The Trails Declaration provides for certain Use Restrictions, which may be in conflict with those provided herein. Where the Trails Restrictions are more restrictive, they shall apply; otherwise, this Article IX will apply.

Section 9.1 Alteration of Units. Subject to the provisions of this Declaration and any applicable law, a Unit Owner:

- (1) May make improvements and alterations to the interior of the Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;
- (2) May not change the appearance of the Common Elements, or the exterior appearance of a Unit including color or any other portion of the Common Interest Community, except with the permission of the Board;

- (3) After acquiring an adjoining Unit or part of an adjoining Unit, an Owner may subject to Architectural Committee approval remove or alter any intervening partition or create openings therein, even if the partition in whole or in part is a Common Elements, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries; and
- (4) Association assessments of merged Units will continue to be assessed on the same basis as they were prior to the merger or combination of Units.

Section 9.2 Fire Lane. There shall be absolutely no double parking, parking in designated fire lanes or parking along any curb or behind any garages in any area that is designated as a "no parking" zone by red paint or signage. Any vehicle which is parked in violation of same may be towed without any further notice as soon as reported by any member or guest of the Owners' Association. All members of the Association accept the responsibility for reporting such violators in the best interest of the public safety of the remaining members. All parking violations shall be reported to the Owners' Association. The owners of the vehicle found to be in violation shall be responsible for all fines and costs associated with such towing as established by the towing company.

Section 9.3 Garages. Garages shall be kept closed at all times, except as reasonably required for ingress to and egress from the interior of the Garages. No Owner of any Unit or Unit shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Unit or elsewhere within the Project, except wholly within the Owner's garage; provided, however, that such activity shall at no time be permitted if it is determined by the Board to be a nuisance. Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any local ordinance. No Garage shall at any time be converted to any use other than a Garage. All Garages must be free of obstruction so as to allow for the storage of two cars within.

The Garages, including the interiors, shall be repaired and maintained in a neat and clean condition. Flammable, volatile or hazardous liquids or materials shall not be stored within the Garage.

Section 9.4 Lease. Each Owner shall have the right to lease his Unit, provided such lease is in writing and that it provides that the tenant shall be bound by and obligated to the provisions of this Declaration and rules and regulations of the Board. Failure to comply with the provisions of these documents shall be a default of the lease allowing the Association the same rights of action as the Owner against the tenant, including eviction because of the default. Notwithstanding anything herein to the contrary, no more than 15% (16 Units maximum) of all Units may be leased at any given time. For those Units that are leased, such lease shall be for a term of at least one (1) year. No Unit shall be leased for "transient commercial use" as that term is defined in NRS 116.340. . The Association Board of Directors may adopt rules and regulations governing leasing of the Units, which may, among other things, prescribe requirements of Owners to notify the Association when an Owner leases his or her Unit, provide for registration

of the Unit as a leased Unit, identify the names of the persons occupying the leased Unit, among other related rules and regulations deemed necessary and appropriate to effectuate the leasing restrictions contained herein. A signed copy of the lease shall be filed with the Association within ten (10) days of occupancy of the tenant.

Section 9.5 Limited Common Elements Appurtenant.

Each Limited Common Element shall be:

- (a) appurtenant to the Unit with which the Limited Common Element is conveyed, and
- (b) used only for the purposes set forth in this Declaration. The right to use a Limited Common Element shall be exercisable only by the Owner(s) of the Unit appurtenant thereto and/or said Owner's tenants and licensee(s) and shall be terminated upon conveyance. No Limited Common Element or any rights thereto (other than said revocable licenses) shall be transferred or conveyed apart from conveyance of the Unit to which they are appurtenant. Each Limited Common Element shall be deemed to be Common Elements, for all those purposes set forth in this Declaration which are not inconsistent with this Article IX or Article IV.

Section 9.6 Nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Project, and no odor shall be permitted to arise therefrom so as to render the Project or any portion thereof unsanitary, unsightly or offensive. No noise or other nuisance shall be permitted to exist or operate upon any portion of any Unit so as to be offensive or detrimental to any other Unit or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or their tenants shall be located, used, or placed on any portion of the Properties. Alarm devices used exclusively to protect the security of a Unit and its contents shall be permitted, provided that such devices do not product annoying sounds or conditions as a result of frequently occurring false alarms. Nothing other than draperies and window coverings as permitted by this Declaration may be installed on any Unit so as to be visible from the exterior of the Unit without the prior written approval of the Executive Board. No clothing or household fabrics shall be hung, dried, or aired in a manner that is visible from any roadway.

Section 9.7 Outside Antennae. Except with the approval of the Board, there shall be no outside television, radio antennae or satellite dishes, poles or flag poles constructed, or maintained on the Condominium Project for any purpose.

Section 9.8 Owners Liable for Damage. Each Owner shall be liable to the Association for all damage to the Association Property, Common Elements and any improvements thereto, including, buildings, recreation facilities and landscaping, caused by such Owner, his licensee(s) or any occupant of said Owner's Unit.

Each Owner shall be responsible for compliance with the provisions of the Declaration, Articles, By-Laws and Rules of the Board by his guests, lessees and all occupants of his Living Unit, and shall, after written notice and an opportunity for a hearing, pay the fines and penalties assessed pursuant to the Declaration. the By-Laws or Board Rules for any violation by the Owner, his guests, lessees and occupants of his Unit.

Section 9.9 Parking and Vehicular Restrictions. No parking of vehicles of any type shall be allowed along the curb on any private street within the Condominium Project. Owners shall not park, store or keep on any driveway or street within the Condominium Project any large commercial-type vehicle, bus, trailer, boat, motor home, inoperable vehicle, or any other vehicle deemed to be a nuisance by the Association. All trailers, campers, and motor homes shall be parked in driveways for a maximum of twenty-four hours (24) to allow for loading or unloading. The Association, through its Board, is hereby empowered to establish and enforce any additional parking limitations that it deems necessary, including the power to levy fines for violations of parking regulations and/or removal of any violating vehicle at the expense of the owner of such vehicle.

Section 9.10 Pets. A maximum of two (2) household pets (exclusive of caged birds or aquarium fish) may be kept in any Unit or Limited Common Element without the prior written consent of the Board. Pets shall not be allowed on other portions of the Common Elements or Association Property except as may be permitted by Rules made by the Board. Except as provided herein, no animals, livestock, birds or poultry shall be brought within the Condominium Project or kept in any Unit, or on any portion of the Association Property or Common Elements. No pet shall be permitted to be kept within any portion of the Condominium Project if it makes excessive noise or otherwise constitutes an unreasonable annoyance to other Owners.

Section 9.11 Playground Equipment. Strollers. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from streets or adjacent property. No such items shall be allowed to remain on the Common Elements or on Units so as to be visible from adjacent property when not in use.

Section 9.12 Residential Purposes. Each Unit shall be improved, used and occupied for private, residential single-family dwelling purposes only. No portion of the Common' Elements shall be used for any commercial purposes whatsoever.

Section 9.13 Sign Control. No signs other than one (1) sign of 12" x 18" dimensions advertising a Unit for sale or rent shall be displayed in any Unit so that it is visible from such area without the prior written consent of the Board. No signs shall be displayed on the Common Elements except signs approved by the Board.

Section 9.14 Time Share. No Unit shall be made subject to any time share program, interval ownership, or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed or floating, time schedule over a period of years.

Section 9.15 Unit Maintenance. Each Owner shall, at Owner's expense, maintain, replace, repair, and paint, as need be, any paper, panel, sheetrock, plaster, tile and walls, including inside facing walls, the interior partitions, ceilings, floors, windows, window frames and door frames of the Owner's Unit. Each Owner shall have the right to substitute new finished surfaces in place of those existing on said ceilings, floors, walls and interior doors of the Unit.

Section 9.16 Use Causing Loss of Insurance. No Unit, Limited Common Elements or improvements situated therein shall be used in any manner which shall cause such improvements to be uninsurable against loss by fire or the perils of an extended coverage endorsement to the Nevada Standard Fire Policy form or cause any such policy or policies representing such insurance to be canceled or suspended, or the company issuing the same to refuse renewal thereof.

Section 9.17 Use of Common Elements. Except as otherwise provided herein, the Common Elements shall be improved and used only for the following purposes:

- (a) vehicular passage and pedestrian movement within the Condominium Project, including access to the Units;
- (b) recreational use by the Owners and occupants of Units in the Condominium Project and their guests, subject to rules as established by the Board;
- (c) beautification of the Common Elements and to provide privacy to the residents of the Condominium Project through landscaping and such other means as the Board shall deem appropriate;
- (d) parking of automotive passenger vehicles in areas provided herein or as may be designated and approved by the Board upon such terms and conditions and for such fees as may from time to time be determined by the Board;
- (e) as Limited Common Elements to be used in the manner hereinbefore described. Nothing herein shall be deemed to allow persons other than the Owner (or his tenants as lessees) of the Unit to which a Limited Common Element is appurtenant to enjoy the use thereof.

Common Elements shall not be used by anyone so as to interfere with its use for the purposes hereinabove permitted. Common Elements shall not be used for storage purposes (except as incidental to a permitted uses, or for storage of maintenance equipment used exclusively to maintain the Common Elements or Association Property or in storage areas designated by the Board), nor in any manner which shall increase the rate of insurance against loss by fire, or the perils of the extended coverage endorsement to the Nevada Standard Fire Policy form. or bodily injury, or property damage liability insurance covering the Common Elements and improvements situated thereon may be, or cause such premises to be uninsurable against such risks or any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal thereof.

Section 9.18 Use of Limited Common Elements. Each Owner shall have the following rights with regard to the Limited Common Elements. which he has the exclusive right to use:

- (a) to place furniture and plants upon said area; and
- (b) to plant flowers and shrubs which do not unreasonably interfere with the enjoyment of the Owners of adjacent Units and Limited Common Elements.

ARTICLE X **GENERAL PROVISIONS**

Section 10.1 Enforcement. The Association, and any Owner shall have the right to enforce by any proceedings at law or in equity, each covenant, condition, restriction and reservation, now or hereafter imposed by this Declaration. Each Owner shall have a right of action against the Association for any failure by the Association to comply with the provisions of this Declaration or of the By-Laws or Articles. Failure by the Association or any Owner to enforce any covenant, condition, restriction or reservation contained in this Declaration shall not be deemed a waiver of the right to do so thereafter. In such action the court may award reasonable attorney's fees to the prevailing party.

Section 10.2 Notice of Significant Legal Proceedings. Except as otherwise permitted under NRS 116.31088, the Board shall not institute any significant legal proceeding, including any arbitration or judicial reference proceeding, against any person without providing the Members of the Association with at least 30 days' prior, written notice of the Association's intention to institute legal proceedings. The notice shall describe the purpose of the proceeding, the parties to the proceeding, the anticipated cost to the Association (including attorney fees) in the proceeding, the source of funds to fund the proceedings (reserves or special or regular assessments), and suggested information that should be disclosed to third parties, such as prospective purchasers and lenders, while the proceeding is being prosecuted. For purposes herein, "significant legal proceeding" shall mean any legal proceeding in which it reasonably could be anticipated that any of the following events could occur:

- (a) the levy of a special assessment to fund all or any portion of the proceeding;
- (b) the expenditure of funds from the Association's reserves in connection with the proceeding in an amount in excess of 5 percent of the then current reserves;
- (c) the amount of the claim is in excess of \$5,000.00; or
- (d) a material adverse effect on the ability to sell and/or refinance any Unit within the development during the period the proceeding is being prosecuted. Notwithstanding the foregoing, the notice shall not be required to commence and pursue any action to collect delinquent assessments as

described in Section 3.10. Furthermore, if the Board in good faith determines that there is insufficient time to provide prior notice to the Members as required herein before the expiration of any applicable statute of limitations or before the loss of any other significant right of the Association, the Board may take the necessary steps to commence the proceeding to preserve the rights of the Association, provided that as soon as is reasonably practical thereafter, and not later than 30 days following the commencement of the proceeding, the Board shall provide the Members with notice as required by Section 10.2.

Section 10.3 Severability. Should any provision in this Declaration be void or become unenforceable in law or equity by judgment or court order, the remaining provisions of this Declaration shall remain in full force and effect.

Section 10.4 Amendments. **This** Declaration may be amended by approval of:

- (a) sixty-seven (67%) percent of the total voting power of the Association, and
- (b) at least **a majority** of the voting power **of the Board of Directors.**
- (c) No amendment material to a Eligible Security Interest may be made to this Declaration without the prior written consent of those Eligible Security Holders holding fifty-one percent (51%) of the Security Interest encumbering Units within the Condominium Project. For these purposes, any amendments to provisions of this Declaration governing any of the following subjects, shall be deemed “material to a Mortgagee”:
 - (1) voting;
 - (2) assessments, assessment liens or subordination of such liens;
 - (3) reserves for maintenance, repair and replacement for the Common Elements and Association Property;
 - (4) casualty insurance, liability insurance or fidelity bonds;
 - (5) reallocation of interests limited or Common Elements or rights to use of the Common Elements or Association Property;
 - (6) responsibility for maintenance and repair of the several portions of the Project;
 - (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project, in accordance with Section 10.7 herein;
 - (8) redefinition of boundaries of any Unit;

- (9) a decision by the Association to establish self-management when professional management had been required previously by the project documents or by an eligible mortgage holder;
- (10) restoration or repair of the project (after a hazard damage or partial condemnation) in the manner other than that specified in the documents.
- (11) convertibility of Units into Common Elements or of Common Elements into Units;
- (12) leasing of Units;
- (13) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his or her Unit;
- (14) any provisions which are for the express benefit of Security holders, Eligible Security Holders or Eligible Insurers or Guarantors.

An addition or amendment to the Declaration or By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Security Holder who receives a written request to approve additions or amendments who does not deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 10.5 Extension of Declaration. Each and all of these covenants, conditions and restrictions shall terminate on December 31, 2025, after which date they shall automatically be extended for successive periods of ten (10) years unless sixty-seven (67%) percent of the Owners have executed and recorded at any time within six (6) months prior to December 31, 2025, or within six (6) months prior to the end of any such ten (10) year period, in the manner required for a conveyance of real property, a writing in which it is agreed that said restrictions shall terminate on December 31, 2025, or at the end of any such ten (10) year period.

Section 10.6 Encroachment Easement. In the event any portion of the Common Elements or Association Property encroaches upon any Unit or any Unit encroaches upon the Common Elements, Association Property or another Unit as a result of the construction, reconstruction, repair, shifting,, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Said valid easement shall apply only to minor encroachments, not exceeding, one (1') foot.

There shall be easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settlement, or shifting, provided, however, that in no event shall an easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful misconduct of any Owner. In the event any portion of a structure on the Condominium Project is

partially or totally destroyed and then repaired or rebuilt, each Owner agrees that minor encroachments over adjoining Units or Common Elements shall be easements for the maintenance of said encroachments so long as they shall exist.

Section 10.7 Annexation of Additional Property by Membership Approval. Upon approval in writing of the Association, pursuant to two-thirds (2/3) of the voting power of the Association, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file or record a Declaration of Annexation which shall extend the scheme of this Declaration to such property.

Section 10.8 Owner Compliance. Each Owner, tenant, or occupant of a Unit shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association, and amendments, additions, and modifications. Failure to comply with any such provisions, decisions, or resolutions shall permit an action to recover sums due for damages and injunctive relief.

IN WITNESS WHEREOF, the undersigned, being any authorized representative of the Association herein, has executed this instrument the day and year first hereinabove written.

SUMMERTRAIL OWNERS ASSOCIATION, a Nevada non-profit corporation

By: _____
Its: President
(Print Name): _____

By: _____
Its: Secretary
(Print Name): _____

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person whose name is subscribed to the within Declaration and who acknowledged to me that she/he executed the same.

NOTARY PUBLIC

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

On the ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person whose name is subscribed to the within Declaration and who acknowledged to me that she/he executed the same.

NOTARY PUBLIC

EXHIBIT A

All of the property identified and described on the map titled Summertrail, Summerlin Village 7 – The Trails – Unit No. 2C, A Condominium Common Interest Community, Book 69, Page 10 of Plats, recorded as instrument number 950720:01550, Clark County, Nevada Recorder.