

Residents of Salt Creek,

The information you are being provided is very important. We need each and every owner to respond on the ballot you will receive via USPS mail. There will be a posted envelope to return your ballot to the management company. This concerns the common elements of the association. Such as mailboxes, signs, lighting throughout the community that were not originally place in the governing documents. The board of directors would like these added to the current CC&R as well as several members who have attended HOA meetings. This will release each homeowner from the maintenance and liability for common elements an give Salt Creek the authority to maintain.

YOUR VOTE MATTERS!

Please be on the lookout for the mailer to go out by October 3, 2024.



MARQUIS AURBACH
C H T D .

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September 30, 2024

Re: Ballot for First Amendment to CC&Rs
Salt Creek Owners' Association
Our File No. 17346-010

Dear Owner:

Marquis Aurbach Chtd. represents the Salt Creek Owners' Association ("Association"). Enclosed you will find: (I) the proposed First Amendment to Declaration of Covenants, Conditions, and Restrictions for Salt Creek A Common Interest Community; and (II) your Ballot.

The enclosed amendment would shift the ownership and maintenance responsibility for the lamp posts, mailboxes, and traffic stop signs, parking signs, and other traffic control signs to the Association. Accordingly, individual Owners will no longer have the responsibility to maintain said improvements. Instead, the Association will be tasked with their upkeep; shifting the burden away from the Owners. Additionally, this change will allow for the Association to ensure the uniform maintenance of said improvements across the community.

Please note the following disclosures pursuant to NRS 116.311(9): (1) There are no quorum requirements for this ballot, (2) this Ballot requires the written consent of Members representing at least sixty-seven percent (67%) of the voting power of the Association to pass, (3) the ballot must be returned by **December 2, 2024**, and (4) there is no set time, date and manner by which Owners may deliver information to other Owners regarding the subject of this ballot.

Should you have any questions, please contact your Association's management company.

Sincerely,

MARQUIS AURBACH

Jake P. Mantin, Esq.

JPM:jpm
Enclosures: As Stated.
MAC:17346-010 (5578001.1)

RECORDING COVER PAGE

APN#s: 125-15-311-001 through 125-15-311-081

TITLE OF DOCUMENT

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SALT CREEK
A COMMON INTEREST COMMUNITY**

RECORDING REQUESTED BY:

SALT CREEK OWNERS' ASSOCIATION

RETURN TO:

MARQUIS AURBACH CHTD.
10001 Park Run Drive
Las Vegas, Nevada 89145

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SALT CREEK
A COMMON INTEREST COMMUNITY**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SALT CREEK A COMMON INTEREST COMMUNITY ("First Amendment") for Salt Creek Owners' Association, a Nevada non-profit corporation ("Association"), is made with respect to that certain real property located in Clark County, Nevada, commonly known as Salt Creek, more particularly described in the Declaration of Covenants, Conditions, and Restrictions for Salt Creek A Common Interest Community ("CC&Rs" as amended). Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to such terms in the CC&Rs.

WITNESSETH:

WHEREAS, on December 16, 1999, Salt Creek Associates, L.P., a California limited partnership ("Declarant") caused the CC&Rs to be recorded in the Official Records of Clark County, Nevada ("Official Records") in Book 991216 as Instrument No. 00827;

WHEREAS, CC&Rs Article XI *General Provisions*, Section 11.3 *Amendments*, generally allows amendment of the CC&Rs by the approval of Members representing sixty-seven percent (67%) or more of the voting power of the Association;

WHEREAS, the Association desires to amend portions of the CC&Rs regarding the ownership and maintenance responsibility of mailboxes, light poles, and signs located on the Lots;

WHEREAS, CC&Rs Article IX, *Rights of Eligible Security Interest*, Section 9.2 *Notice to Eligible Security Interest*, requires notice to be provided to Eligible Security Holders. However, no Security Holders are eligible as none have requested, in writing, notice of any proposed amendment;

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NOW THEREFORE, the following sections of the CC&Rs are hereby amended, changed, deleted, or added as follows:

ARTICLE I *Definitions, Section 1.6 Association Property, which reads:*

Section 1.6 Association Property shall mean all of the Property, real and personal, owned by the Association, including all the Common Elements (i.e., open spaces and sidewalks, Private Drives and Association Easements. [sic]

is hereby amended to read as follows:

Section 1.6 Association Property shall mean all of the Property, real and personal, owned by the Association, including: all the Common Elements (i.e., open spaces and sidewalks, Private Drives and Association Easements); mailboxes and light poles (including those located on the Lots installed by Declarant); and all stop signs, parking signs, and other traffic control signs (including those located on the Lots) installed by Declarant or Association.

ARTICLE VI *Maintenance and Repair Obligations, Section 6.1 Maintenance Obligations of Owners, which reads:*

Section 6.1 Maintenance Obligations of Owners. It shall be the duty of each Owner, at the Owner's expense, subject to Architectural Committee approval, when applicable, to maintain, repair, replace, and restore the Residence, grounds, and Improvements on the Owner's Lot. If any Owner shall permit any Residence, grounds, or Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate this Declaration, the Board shall have the right to seek any remedies at law or in equity which it may have to correct the situation. In addition, the Board shall have the right, but not the duty, after notice and hearing as provided in the Bylaws, to enter upon such Owner's Lot to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner. Said cost shall be a Single Lot Assessment enforceable as set forth in this Declaration.

is hereby amended to read as follows:

Section 6.1 Maintenance Obligations of Owners. It shall be the duty of each Owner, at the Owner's expense, subject to Architectural Committee approval, when applicable, to maintain, repair, replace, and restore the Residence, grounds, and Improvements on the Owner's Lot, except the Association Property

located on the Lot which is required by this Declaration to be maintained, repaired, replaced or restored by the Association. If any Owner shall permit any Residence, grounds, or Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate this Declaration, the Board shall have the right to seek any remedies at law or in equity which it may have to correct the situation. In addition, the Board shall have the right, but not the duty, after notice and hearing as provided in the Bylaws, to enter upon such Owner's Lot to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner. Said cost shall be a Single Lot Assessment enforceable as set forth in this Declaration.

All other provisions of the CC&Rs not amended, changed, deleted, or added as outlined herein shall remain in full force and effect.

CERTIFICATION

I, the undersigned, do hereby certify that the foregoing First Amendment was adopted by the written consent of at least sixty-seven percent (67%) of the voting power of the Members of the Association, the original consents of which are on file in the Association's official records as of this date.

Bill Carpenter, as President

[Date]

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2024
by Bill Carpenter as President of Salt Creek Owners' Association.

(Signature of notarial officer)

**SALT CREEK OWNERS' ASSOCIATION
FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SALT CREEK**

BALLOT

YES or NO (circle one). I approve the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Salt Creek. to shift ownership and maintenance responsibility for the lamp posts, mailboxes, and traffic stop signs, parking signs, and other traffic control signs, installed by the Declarant upon the Lots, to the Association.

THE FOLLOWING MUST BE FILLED OUT COMPLETELY AND ACCURATELY

Signature: _____ Date: _____

Written Name and Title: _____

Association Property Address(es): _____

Note: If you are signing in a representative capacity for an entity, such as a Trust, Corporation, Partnership, or the like, you must indicate what capacity in which you are signing, such as "Trustee," "Partner," "Owner," or similar designation.

Disclosures pursuant to NRS 116.311(9): (1) There are no quorum requirements for this ballot, (2) this Ballot requires the written consent of Members representing at least sixty-seven percent (67%) of the voting power of the Association to pass, (3) the ballot must be returned by October 24, 2024, and (4) there is no set time, date and manner by which Owners may deliver information to other Owners regarding the subject of this ballot.

BILL OF SALE

The undersigned agrees to convey all ownership, right, and title to any lamp posts, mailboxes, or traffic stop signs, parking signs, and other traffic control signs, installed by the Declarant upon the undersigned's Lot. The undersigned acknowledges that the Association, in consideration of said conveyance, has offered to assume the ongoing maintenance of those improvements, and hereby accepts the Association's offer.

Signature: _____ Date: _____