

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR:

HERITAGE OAKS WEST HOMEOWNERS' ASSOCIATION

Prepared by ~~(Please Return To)~~:

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## TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Preamble .....	3-4
Definitions .....	4-5
Property Rights and Use Restrictions .....	5-10
Membership and Voting Rights .....	10
Covenant for Maintenance Assessments .....	10-16
Architectural Control .....	16
General Provisions .....	16-17
Exterior Maintenance .....	17-18
Duties and Powers of the Association .....	18-20
Party Walls .....	20-21
Schedule "A" .....	22-25

THIS AMENDED DECLARATION, is made this 29th day of August, 2005, by THE HERITAGE OAKS WEST HOMEOWNERS ASSOCIATION (hereinafter "Declarant").

WHEREAS, Declarant is the homeowners' association for the Heritage Oaks West subdivision, Las Vegas, County of Clark, State of Nevada, which is more particularly described as: The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 21 South, Range 60 East, of the Official Records of the Clark County Recorder, Nevada, and being further described as Heritage Oaks West Unit 1 as shown in Plat Book 32 at page 37, Official Records of Clark County, Nevada.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions herein, which are the purpose of protecting the value and desirability of, and which shall run with, the real property and bind on all parties with any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

AS REQUIRED by the original Declaration of Covenants, Conditions and Restrictions for the aforementioned property, specifically, Article 6, Section 3, attached hereto as Schedule "A" are the signatures of at least 75 percent (75%) of the lot owners ratifying this amended declaration.

BY AND THROUGH the recording of this Amended Declaration of Covenants, Conditions and Restrictions, any and all previously recorded Declarations of Covenants, Conditions and Restrictions, or any other document(s) previously recorded for similar

purpose, are hereby expressly superseded to the extent that any part thereof is inconsistent with this Declaration.

## ARTICLE I

### DEFINITIONS

Section 1.1: "Association" herein shall mean and refer to the HERITAGE OAKS WEST HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 1.2: "Owner" herein shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the subdivision described above, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3: "Properties" herein shall mean and refer to that certain real property which is part of the subdivision described above, and such additions thereto as may thereafter be brought within the jurisdiction of the Association.

Section 1.4: "Common Area(s)" herein shall mean and refer to all real property (including any improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 1.5: "Lot(s)" herein shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 1.6: "Declarant" herein shall mean and refer to HERITAGE OAKS WEST HOMEOWNERS' ASSOCIATION.

Section 1.7: "Bylaws" herein shall mean and refer to the Bylaws of the HERITAGE OAKS WEST HOMEOWNERS' ASSOCIATION.

Section 1.8: "Board" herein shall mean and refer to the Board of Directors as established in Article IV of the Bylaws, incorporating the powers and duties granted to it by Article VII, Section 1 of the Bylaws.

Section 1.9: "Amended Declaration" herein shall mean and refer to the instant document.

## ARTICLE II

### PROPERTY RIGHTS AND USE RESTRICTIONS

Section 2.1: OWNER'S EASEMENTS OF ENJOYMENTS – Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, with the following provisions:

(a) The right of the Association to charge reasonable admission fees and/or refundable deposits for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period of time during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to be the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

Section 2.2: DELEGATION OF USE – Any owner may delegate his right of enjoyment, subject to Article VII, Section 1(a) of the Bylaws, to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 2.3: USE RESTRICTIONS – In addition to all other covenants contained herein, the use of the Properties and each Lot therein subject to the following:

- (a) No building shall be erected, altered, placed or permitted other than for residential use and no such building shall exceed the height above ground level specified in the original plans and specifications;
- (b) Lots shall be used for residential purposes only, with an exception for small home offices, provided that any such business be in strict compliance with any and all state and local ordinances for home offices located in an area zoned for residential use at all times. Further, any such business may not have employees. Only typical residential shipping and/or receiving is permitted.
- (c) No sign or billboard of any kind shall be displayed to the public view on any portion of any Property, or any Lot, with the exception that one (1) sign of customary and reasonable dimensions, not exceeding 18" x 24" in size, is permitted for the exclusive purpose of advertising the Lot for sale or rent.
- (d) No noxious or offensive activity shall be engaged in by any person upon any Lot or any part of the Properties, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or tenants of his respective living unit.

(e) All pets must be under the owner's supervision and control at all times when on the common area.

(f) No gas or oil drilling, development, operation or oil refining; or quarrying, or mining of any kind, shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the properties.

(g) All clotheslines and storage areas shall be prohibited upon the Properties, unless obscured from the view of adjoining Lots, or any Common Area, by a fence or appropriate screen approved by the Architectural Control Committee.

(h) No structure of a temporary character, including, but not limited to, mobile homes, house trailers, motor homes, tents, shacks, garages, barns or other sort of outbuilding shall be kept, stored or used on the Lots or Common Areas at any time as a residence, either temporarily or permanently. No mobile home, motor home, trailer, camper, boat or similar equipment shall be kept within the Lots or Common Areas.

(i) No radio or television-receiving or transmitting antenna or external apparatus shall be installed anywhere on the Properties, where they may be visible from the street, except as may be installed by a cable television company operating under the authority of all governmental agencies having jurisdiction therein. Small satellite cable television or Internet dishes may be permitted provided any such satellite dish is not installed on the front of the Property situated on the Lot.

(j) In the interests of the safety of all persons, the speed limit on Edinburgh Drive shall be 10 m.p.h.

75

(k) No building shall be erected or located nearer to the front, side or rear Lot lines than is permissible by the ordinances and regulations of the local government body governing the same. No alteration or addition to the exterior of any building on the Properties may be made without the express written approval of the Clark County Building and Zoning Departments and express written approval of the Association's Architectural Control Committee. For purposes of this Item, eaves, steps and open patios shall be considered as a part of the building, as well as easements for ingress and egress to driveways which may cross Lot lines of adjacent units within the subdivision. The Association is in no way liable for damages resulting from building alterations or additions made in violation of this Section.

(l) No parking stalls, carports or garages situated on any lot shall be converted to any other use;

(m) No building materials, metals, bulk materials, refuse or trash shall be kept stored or allowed to accumulate on any Lot, except building materials during the course of an approved construction. Trash and any other refuse shall be deposited in dumpsters in designated areas provided for that purpose, or in individual receptacles screened from public view, or placed in designated public areas on designated days for pick-up by the refuse company;

(n) No Lot shall be rented by the Owner(s) thereof for transient or hotel purposes which shall be defined as: (1) rental for any period less than one month; (2) any rental where the occupants of the Lot are provided customary hotel services, such as, room service for food and beverages, maid service, furnishing laundry and linen, and bell boy services.



(o) The Owners of the respective Lots shall be permitted to rent their Lots, provided that the written lease is made subject to the conditions and limitations and uses contained herein, and further subject to the Articles of Incorporation and the Bylaws of the Association. Any failure of the lessee to comply with this Declaration, Articles of Incorporation or Bylaws shall constitute a default under the lease. All leases shall be in writing and a copy shall be filed with the Association upon its approval of the same.

(p) Breach of any of the covenants herein shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for valuable consideration to said Lots, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner whose title thereto is acquired by foreclosure, trustee's sale or otherwise;

(q) No building or other construction shall be erected or located on any Common Area nearer than three (3) feet to any Lot line.

Section 2.4: ENCROACHMENT EASEMENT – The Owner(s) of each Lot within the Properties is hereby granted an easement over all adjoining Lots and Common Areas, for the purpose of (1) accommodating any minor encroachment due to engineering errors, errors in original construction, or settlement or shift of the building over time; and (2) drainage of water from roofs, (3) utility lines, (4) control of services and repair of utilities and (5) encroachment of eaves. The Owner(s) of each such Lot is also granted an easement for maintenance of said encroachments so long as they shall exist, and the rights and obligations of owners of the Association shall not be altered in any way by said encroachment, settlement or shifting; provided, however, in no event shall an easement

for encroachment exist in favor of any Owner or Owners if said encroachment occurred due to the intentional misconduct of said Owner or Owners.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 3.1: Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.2: Members shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, all such persons shall be members. The vote for such a Lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS – The Declarant, for each lot owned within the Properties, here by covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it is stated in the deed, is deemed to covenant and agree to pay without deduction of offset to the Association:

(a) Annual assessments, which shall include an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Areas; and

(b) Special capital assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be

a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot 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 4.2: PURPOSES 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 Properties and for the improvement and maintenance of the Common Areas and Association Properties.

Section 4.3: MAXIMUM ANNUAL ASSESSMENTS – Until January 1 of the year immediately following the adoption of this Amended Declaration, the maximum annual assessment shall be \$1800.00 (\$150.00 per month) per Lot. Thereafter, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(a) The maximum annual assessment may be increased above five percent (5%) only by approval by two-thirds (2/3) of members who are voting in person, or by proxy, at a meeting duly called for this purpose, or who expressly assent to such an increase in writing.

(b) The Board has the authority to fix the annual assessment at any amount not in excess of the maximum.

Section 4.4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS – 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 in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and Association Property, including fixtures and personal property related thereto, provided that such assessment shall be approved pursuant to Sections 4.5 or Section 4.6 of this Declaration, at a meeting duly called for this purpose, or who expressly assent to such an assessment in writing.

Section 4.5: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED  
UNDER THIS SECTION – Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6: POWER OF THE BOARD FOR SPECIAL ASSESSMENTS – In the event that a Special Assessment under Section 4.4 of this Declaration cannot be approved pursuant to Section 4.5 of this Declaration, the Board shall have the power to approve the Special Assessment, provided the requirements of Section 4.5 of this Declaration have first been exhausted.

Section 4.7: UNIFORM RATE OF ASSESSMENT – Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 4.8: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT –

The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board shall establish all such dates. The Association upon demand, and for a reasonable fee, shall provide a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid, to the Owner of such a Lot. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 4.9: EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES

OF THE ASSOCIATION – Any assessment not paid within ten (10) days after the due date shall be subject to a late fee of fifteen dollars (\$15.00). Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the maximum amount set by Nevada law. At any time after any assessments levied by the Association against any Lot 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 Lot, in form substantially as follows:

**NOTICE OF DELINQUENT ASSESSMENTS AND CLAIM OF LIEN**

TO: \_\_\_\_\_ (Owner)

\_\_\_\_\_ (Address)

ALL TAKE NOTICE THAT: THE HERITAGE OAKS' WEST HOMEOWNERS'

ASSOCIATION (hereinafter "Association") claims a lien in the sum of \$ \_\_\_\_\_ for

delinquent assessments with interest at twelve percent (12%) on the property owned by you, commonly known as \_\_\_\_\_, Las Vegas, Nevada 89103 as shown by the certain Subdivision Map entitled HERITAGE OAKS WEST UNIT 1 filed in Book \_\_\_\_\_, of Plats, Page \_\_\_\_\_, Clark County, Nevada, Recorder, for failure to pay assessments due for the months of \_\_\_\_\_ and all subsequent installments, interest, accruing costs, and attorney's fees from the date hereof until paid.

Failure to pay said assessments, all accrued interests, costs, and fees within fifteen (15) days from the date hereof may result in commencement of foreclosure of this lien upon your property, and/or filing a legal action to collect the same.

Payment should be made to THE HERITAGE OAKES WEST HOMEOWNERS' ASSOCIATION at \_\_\_\_\_ (address).

HERITAGE OAKS HOMEONWER'S ASSOCATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF NEVADA )

) ss.

COUNTY OF CLARK )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ personally appeared before me and executed the foregoing instrument freely and voluntarily and for the purposes and uses therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC

Such notice shall be signed by an officer or director of the Association, its manager or attorney. A copy of said shall be served personally upon the Owner, or sent by first class mail, postage prepaid to the then current address of the Owner in the Association's files. In the event the delinquent assessments and all other assessments which have become due and payable with respect to the same Lot 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 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 the foreclosure of a mortgage upon real property under the laws of the State of Nevada, or may be enforced by sale pursuant to Sections 116.31162 and 116.31164 of the 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.

Section 4.10: A suit to recover a money judgment for unpaid assessments, including costs, is permitted without foreclosure or waiver of the lien on the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of the Owner's Lot.

Section 4.11: SUBORDINATION OF THE LIEN TO PURCHASE MONEY MORTGAGES – The lien of the assessments provided for herein shall be subordinate to the lien of a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 5.1: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor any interior structural alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. A decision shall be issued within thirty (30) days and shall be in writing.

Section 5.2: Any alterations undertaken pursuant to this section, after written approval from the Board, or the Architectural Control Committee, shall be performed by a licensed contractor. Full compliance with all local building codes, including obtaining necessary building permits, is required under this Section.

## ARTICLE VI

### GENERAL PROVISIONS

Section 6.1: ENFORCEMENT – The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of 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 Bylaws or Articles. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.2: SEVERABILITY – Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision herein, which will remain in full force and effect.

Section 6.3: AMENDMENT – The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No such amendment shall be effective until recorded.

## **ARTICLE VII**

### **EXTERIOR MAINTENANCE**

Section 7.1: In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance up each Lot which is subject to assessment hereunder, as follows: Paint repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

Section 7.2: In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests, invitees or lessees of the

Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## ARTICLE VIII

### DUTIES AND POWERS OF THE ASSOCIATION

Section 8.1: DUTIES – In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, improve, construct, reconstruct (in the event of deterioration and/or destruction) and manage all of the Common Areas, and property acquired by the Association, and to pay all costs thereof. In the event of damage or destruction of the Common Areas, all available insurance proceeds shall be used for the repair or reconstruction of the Common Areas, and, in the event such insurance proceeds are insufficient, a special assessment pursuant to Section 4, Article IV herein, may be levied;

(b) Pay all real and personal property taxes and other charges assessed against the Common Area;

(c) Have authority to obtain, for the benefit of the Common Area, all water, gas, electric, sewer, and refuse collection and street maintenance;

(d) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area;

(e) Maintain hazard and liability insurance and such other policy or policies of insurance on the Common Area or with respect thereto as the Board of the

Association deems necessary or desirable in furthering the purposes of protecting the interest of the Association and its members;

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any such contract with a person or firm appointed shall not exceed one (1) year in term unless approved by a vote of a majority of the members of the Association;

(g) Have the right to enter upon any privately owned Lot (but not the interior of any dwelling unit without consent of the Owner or lawful occupier) where necessary in connection with construction, maintenance or repair of the Common Area, provided the Owner or lawful occupier is given at least twenty-four (24) hours notice (unless an emergency situation exists). No part of this Section shall apply to routine work that is the responsibility of the Association, including but not limited to, lawn and pool maintenance;

(h) Cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate, and purchase liability insurance for the Directors and Officers as it deems necessary;

(i) Review annually all insurance policies and bonds maintained by the Association; and

(j) Maintain in good repair and in operative condition at all times that portion of the sewer lines located within the Common Areas.

Section 8.2: ACCESS AT REASONABLE HOURS – For the purpose of performing the exterior maintenance authorized by this Article, the Association's agents

or employees shall have the right, upon at least twenty-four (24) hours notice to the Owner or lawful occupant, to enter upon any Lot or exterior of any dwelling unit between the hours of 8:00 a.m. – 5:00 p.m., or an otherwise mutually agreed upon time.

## ARTICLE IX

### PARTY WALLS

Section 9.1: GENERAL RULES OF LAW TO APPLY – Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 9.2: SHARING REPAIR AND MAINTENANCE – The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 9.3: DESTRUCTION BY FIRE OR OTHER CASUALTY – If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of reconstruction thereof in proportion to such use without prejudice, however, any such Owners have the right to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 9.4: ARBITRATION – In the event of any dispute arising concerning a party wall, or under the provisions of this Article, an independent arbitrator shall be

elected to resolve the dispute by mutual agreement of the parties involved in the dispute,  
or by the Board if the parties are unable to reach a mutual agreement.

IN WITNESS WHEREOF, we, being the officers of the HERITAGE OAKS  
WEST HOMEOWNER'S ASSOCIATION, have hereunto set our hands this 7th day  
of September, 2005.

HERITAGE OAKS WEST HOMEOWNERS' ASSOCIATION

BY: Joe Mattes  
Joe Mattes, President

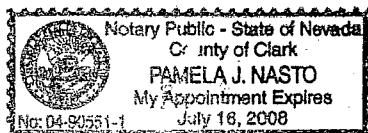
BY: David Earl  
David Earl, Treasurer

BY: Gina Madsen  
Gina Madsen, Secretary

STATE OF NEVADA           )  
  ) ss.  
COUNTY OF CLARK        )

On this 7th day of September, 2005, before me, the undersigned, a Notary  
Public in and for said County and State, personally appeared Joe Mattes, David Earl and  
Gina Madsen, known to me to be the persons who executed within the Amended  
Declaration of Covenants, Conditions and Restrictions and who severally acknowledge to  
me that they executed the same for the purposes therein stated.

Pamela J. Nasto  
NOTARY PUBLIC



20050929-0002021

Fee: \$57.00  
N/C Fee: \$25.00

09/29/2005  
T20050178753

09:44:09

Requestor:  
GERARD & OSUCH LLP

Frances Deane  
Clark County Recorder

CD0  
Pgs: 44

APN# 163-13-210-026 (SEE ATTACHED)

11 digit number may be obtained at:  
<http://sandgate.co.clark.nv.us/cicsAssessor/ownr.htm>

AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR:  
HERITAGE OAKS WEST HOMEOWNERS' ASSOCIATION

**Type of Document**

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

044

**Recording requested by:**

GERARD & OSUCH, L.L.P.

**Return to:**

Name GERARD & OSUCH, LLP

Address 2840 S. JONES BOULEVARD  
BUILDING D, SUITE #4

City/State/Zip LAS VEGAS, NEVADA 89146

This page added to provide additional information required by NRS 111.312 Sections 1-2  
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.