

**APN:**

138-10-712-001 thru 024, 138-10-713-001 thru 016  
138-10-718-001 thru 013, 138-10-719-001 thru 016  
138-10-720-001 thru 016, 138-10-721-001 thru 016  
138-10-722-001 thru 016, 138-10-723-001 thru 016  
138-10-724-001 thru 016, 138-10-725-001 thru 016

Recording requested by and  
when recorded return to:

Scottsdale Points West HOA.  
c/o H&L Realty & Management  
720 South Fourth St., Suite 201  
P.O. Box 7440  
Las Vegas NV 89125

Fee: \$42.00

N/C Fee: \$25.00

06/16/2006

11:57:35

T20060106962

Requestor:

H&L REALTY & MANAGEMENT

Frances Deane

Clark County Recorder

LEX

Pgs: 29

**RESTATED DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
SCOTTSDALE POINTS WEST HOMEOWNERS ASSOCIATION**

**Revised November 15, 2004  
(29 total pages)**

## TABLE OF CONTENTS

ARTICLE I DEFINITIONS .....	2
1.1. "Articles" .....	2
1.2. "Association" .....	2
1.3. "Board" .....	2
1.4. "Boundaries" .....	2
1.5. "Bylaws" .....	2
1.6. "Common Area" .....	2
1.7. "Common Expenses" .....	2
1.8. "Condominium" .....	2
1.9. "Condominium Building" .....	2
1.10. "Condominium Plan" .....	2
1.11. "Condominium Property" .....	2
1.12. "Property subject to Annexation" .....	3
1.13. "Declarant" .....	3
1.14. "Declaration" .....	3
1.15. "Eligible Insurer or Guarantor" .....	3
1.16. "Eligible Mortgage Holder" .....	3
1.17. "Exclusive Use Area" .....	3
1.18. "FHA" .....	3
1.19. "Living Unit" .....	3
1.20. "Member of Association" .....	3
1.21. "Mortgage" .....	3
1.22. "Mortgagee" .....	4
1.23. "Owner" .....	4
1.24. "Project" .....	4
1.25. "VA" .....	4
ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION .....	4
2.1. Membership .....	4
2.2. Voting Rights .....	4
ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION .....	4
3.1. Creation of Lien and Personal Obligation of Assessment .....	4
3.2. Purpose of Assessment .....	5
3.3. Maximum Annual Assessment .....	5
3.4. Special Assessments .....	6
3.5. Membership Approval .....	6
3.6. Uniform Rate of Assessment .....	6
3.7. Date of Commencement of Annual Assessments; Due Dates .....	6
3.8. Effect of Non-Payment of Assessments: Remedies of the Association .....	7
3.9. Subordination of the Lien to First Deeds of Trust and First Mortgage .....	7
3.10. Estoppel Certificate .....	8
3.11. Personal Liability of Owner .....	8
3.12. Taxation of Association .....	8

3.13. Capitalization of Association ..	8
ARTICLE IV RESPONSIBILITIES OF MAINTENANCE.....	8
4.1. Owner Maintenance of Living Units.....	8
4.2. Owner's Grant of Easements. ....	9
4.3. Association Maintenance of Common Area.....	9
4.4. Association Right of Entry.....	9
4.5. Association Right to Adopt Rules. ....	9
4.6. Association Right to Grant Permits.....	10
ARTICLE V ARCHITECTURAL CONTROL.....	10
ARTICLE VI PROHIBITION OF PARTITION OR SEPARATION OF INTERES.....	11
6.1. Separation of Interest.....	11
6.2. Prohibition of Partition.....	11
6.3. Power of Attorney .....	11
ARTICLE VII RIGHT OF MORTGAGEES .....	12
ARTICLE VIII DESTRUCTION AND CONDEMNATION.....	12
8.1. Casualty Destruction of Common Area.. .....	12
8.2. Taking of Common Area.....	13
8.3. Casualty Destruction of Living Unit.. .....	14
8.4. Taking of Living Unit.....	14
8.5. Association Insurance.....	14
8.6. Mortgagee Approval.....	15
ARTICLE IX USE OF LIVING UNITS AND COMMON AREA AS DESCRIBED IN CONDOMINIUM PLAN .....	15
9.1. Residential Purposes.....	15
9.2. Lease of Condominium. ....	15
9.3. Interior Surfaces.. .....	16
9.4. Exclusive Use Areas Appurtenant.....	16
9.5. Use of Common Area.....	16
9.6. Use of Exclusive Areas. ....	17
9.7. Owners Liable for Damage.. .....	17
9.8. Pets. ....	17
9.9. Nuisance.. .....	17
9.10. Sign Control .....	18
9.11. Use Causing Loss of Property.. .....	18
ARTICLE X GENERAL PROVISIONS.....	18
10.1. Enforcement. ....	18
10.2. Severability.....	18
10.3. Amendments. ....	18
10.4. Extension of Declaration.....	19

10.5.	Encroachment Easement..	19
10.6.	Litigation..	20
10.7.	Limitation of Restrictions on Declarant.	20

**RESTATED DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**SCOTTSDALE POINTS HOMEOWNERS ASSOCIATION**

THIS RESTATED DECLARATION of Covenants, Conditions and Restrictions is made by Scottsdale Points West Homeowners Association, a Nevada non-profit corporation ("Association"), with reference to the following:

**RECITALS:**

A. Association is the owner of that certain real property located in Las Vegas, County of Clark, State of Nevada, which is described as:

Building 03 comprised of units 0311, 0312, 0313, 0314, 0321, 0322, 0323, 0324; Building 04 comprised of units 0411, 0412, 0421, 0422; Building 05 comprised of units 0511, 0512, 0521, 0522; Building 06 comprised of units 0611, 0612, 0621, 0622; Building 07 comprised of units 0711, 0712, 0721, 0722; and all of the Phase I Common Area as shown and described on the Scottsdale Points Condominium Plan Recorded in the Official Records of Clark County, Nevada in Book 49 Page 17 of Plats.

hereinafter called the "Condominium Property".

B. Each condominium has appurtenant to it a membership in the SCOTTSDALE POINTS HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation ("Association"), which will be the management body for the overall condominium Project.

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

## **ARTICLE I**

### **DEFINITIONS**

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association and any amendments to said Articles.

1.2 "Association" shall mean and refer to SCOTTSDALE POINTS HOMEOWNERS ASSOCIATION, A Nevada non-profit corporation, its successors and assigns.

1.3 "Board" or "Board of Directors" shall mean and refer to the governing body of said Association.

1.4 "Boundaries" shall mean that in interpreting deed and plans, the then existing physical boundaries of a Living Unit whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be exclusively 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 variances between boundaries shown on the plan or deed, and those of the building.

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association and any amendments to said Bylaws.

1.6 "Common Area" shall mean and refer to all portions of the Project not located within a Living Unit. The first phase Common Area is shown and described on the final plat of Scottsdale Points and recorded in the Official Records of Clark County, Nevada, in Book 49, Page 17 of Plats.

1.7 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Condominium Property and any reasonable reserve for such purposes.

1.8 "Condominium" shall mean and refer to a fee simple estate in the Condominium Property and shall consist of a separate interest in a Living Unit and an undivided fractional interest as tenant-in-common in the Common Area and shall include the right to an assigned parking space pursuant to Section 9.6.

1.9 "Condominium Building" shall mean and refer to a residential structure containing Condominium Living Units.

1.10 "Condominium Plan" shall mainly refer to the Final Map of Scottsdale Points, a Condominium subdivision, filed March 22, 1991, in Book 49 of Plats, Page 17 as Instrument No. 00726, in the Office of the County Recorder of Clark County, Nevada.

1.11 "Condominium Property" shall mean and refer to that certain real property located in the County of Clark, State of Nevada, more particularly described as:

Building 03 comprised of units 0311, 0312, 0313, 0314, 0321, 0322, 0323, 0324; Building 04 comprised of units 0411, 0412, 0421, 0422; Building 05 comprised of units 0511, 0512, 0521, 0522; Building 06 comprised of units 0611, 0612, 0621, 0622; Building 07 comprised of units 0711, 0712, 0721, 0722; and all of the Phase I Common Area as shown and described on the Scottsdale Points Condominium Plan Recorded in the Official Records of Clark County, Nevada in Book 49 Page 17 of Plats.

1.12 "Property subject to Annexation" shall mean and refer to that certain real property located in the County of Clark, State of Nevada, described in Exhibit "A" (hereinafter annexed property).

1.13 "Declarant" shall mean and refer to S P ASSOCIATES, its successors in interest, assigns, and designated representatives.

1.14 "Declaration" shall mean and refer to this enabling Declaration of Covenants, Conditions and Restrictions.

1.15 "Eligible Insurer or Guarantor" shall mean and refer to an institutional mortgagee, insurer or governmental guarantor who has requested notice from the Association of those matters which such insurer or guarantor is entitled to notice by reason of this Declaration or the Bylaws of the Association.

1.16 "Eligible Mortgage Holder" shall mean and refer to a holder of a first mortgage on a Condominium 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 Bylaws of the Association.

1.17 "Exclusive Use Area" or "Restricted Common Area," shall mean and refer to those portions of the Common Area to which an exclusive right to use is granted to an owner as shown and described on the Condominium Plan and shall consist of Covered Parking Spaces, Patios, Porches and Staircases.

1.18 "FHA" shall mean and refer to the Federal Housing Administration.

1.19 "Living Unit" shall mean and refer to those portions of the Condominium Property Shown and described as such on the Condominium Plan; provided, however that the following are not part of any Living Unit: bearing walls, columns, floors, roofs, foundations, central heating, central refrigeration and central air conditioning equipment; reservoir tanks, pumps and other central services, pipes, ducts, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located in the Living Unit.

1.20 "Member of Association" shall mean and refer to an Owner as defined in Section 1.22 of Article I herein in.

1.21 "Mortgage" shall mean and refer to a deed of trust as well as a mortgage.

1.22 "Mortgagee" shall mean and refer to a beneficiary under or holder of a first deed of trust given for value, which encumbers any Condominium.

1.23 "Owner" shall mean and refer to the record Owners, whether one (1) or more persons or entities, of fee simple title to any Condominium which is part of the Project including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.24 "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.

1.25 "VA" shall mean and refer to the United States Department of Veterans Affairs.

## **ARTICLE II**

### **MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

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 the Articles, 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 Condominium to which it is appurtenant, and then only the purchaser of such Condominium. Any attempt to make a prohibited transfer is void. In the event the owner of any Condominium 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.

2.2 **VOTING RIGHTS.** The Association shall have one class of voting rights.

## **ARTICLE III**

### **COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION**

3.1 **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENT.** The Declarant, for each Condominium owned within the Project, hereby covenants, and each owner of any Condominium by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments, which shall include an adequate resource fund for the management costs, periodic maintenance, repair, and replacement of the Common Area; and



(b) special assessments for capital improvements and extraordinary expenses 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 Condominium and shall be a continuing lien upon the Condominium against which each such assessment is made, the lien to become effective upon recordation of an assessment. Each such assessment, together with interest, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Condominium at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

3.2 PURPOSE OF ASSESSMENT. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of all the residents in the entire Project, and for the improvement and maintenance of the Common Area for the common good of the Project.

3.3 MAXIMUM ANNUAL ASSESSMENT. Until January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual assessment shall be \$840.00 per Condominium. This condition is Subject to the following conditions:

(a) From and after January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the vote or written assent of fifty-one percent (51%) of each class of members; provided, however, that following the conversion of the Class B membership to Class A membership, any such increase shall have the vote or written assent of 1) fifty-one percent (51%) of the total voting power of the Association, and 2) fifty-one percent (51%) of the total voting power of members other than the Declarant.

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

(d) The Board of Directors at its option may bill the annual assessments monthly at 1/12 of the annual total or quarterly at 1/4 of annual total. If the assessment is paid monthly, the first monthly assessment shall be paid at the close of escrow and the next monthly assessment is due at the first of each succeeding month.

(e) Upon the occurrence of annexation, the Board shall have the power to make such equitable and reasonable monetary adjustments in the Regular and

Supplemental Assessments of Owners as may be appropriate, taking into consideration both the increased Association membership obligated herein to pay Assessments and the addition of new Project Amenities. However, the Board shall make no adjustments to Assessments which are inconsistent with the provisions of Section 3.3 without the amendment of this Declaration in conformance with the Provisions of Section 10.3.

3.4 SPECIAL 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 in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for extraordinary costs, or to cover a deficiency in the capital replacement reserves provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of the total voting power of the members. The Association may also levy a special assessment against any member to reimburse the association for costs incurred in ringing a member and his Condominium into compliance with the Articles, the Bylaws, and the Association Rules and Regulations, which special assessment may be levied upon the vote of the Board after notice and an opportunity for a hearing.

3.5 MEMBERSHIP APPROVAL. Any action authorized under Section 3.3 or 3.4 above shall be taken at a meeting called for that purpose, written notice which shall be given to all Members not less than twenty-one (21) days nor more than sixty (60) days in advance of 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, and the required quorum at the subsequent meeting shall be twenty-five percent (25%) of the voting power of the membership of the Association. Members who were not present in person or by proxy may give their assent in writing provided the same is obtained by appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

3.6 UNIFORM RATE OF ASSESSMENT. Except as otherwise provided herein, both annual and special assessments shall be fixed at a uniform rate for all Condominiums and may be collected on a monthly basis or as otherwise determined by the Board. A special assessment against members to raise funds for the rebuilding or major repair of a portion of the structural square footage of any Living Unit of the Condominium shall be uniformly assessed against the total square footage of the aggregate floor area of the Living Units in all Condominiums. A special assessment against a member to reimburse the Association for costs incurred in bringing the member and his Condominium into compliance with the provisions of the Condominium documents shall be assessed only against that member and his Condominium. Any assessment not paid within thirty (30) days after the due date shall be delinquent, and shall bear interest at the rate of ten percent (10%) per annum from the due date until paid in full. No such assessment shall be unpaid for more than one (1) year.

3.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence as to all Condominiums in the project or hereinafter annexed property on the first day of the month following the conveyance of the first condominium to an Owner in the property to the Association. The first annual

assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each annual assessment period. Written notice of the annual assessment shall be established by the Board.

**3.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.** Any assessment made in accordance with this Declaration shall be a debt of the owner of a Condominium from the time the assessment is due. At any time after any assessments levied by the Association affecting any Condominium have become delinquent, the Board may file for recording in the office of the Clark County Recorder a notice of delinquency as to such Condominium, which notice shall state all amount which have become delinquent with respect to such Condominium and interest, costs, and reasonable attorney's fees which have accrued thereon, the amount of any assessments relating to such Condominium which are due and payable although not delinquent, a description of the Condominium with respect to which the delinquent assessments are owed, and the name of the reputed record Owner of such Condominium. Such notice shall be signed by the President or Vice President and Secretary or Assistant Secretary of the Association. Immediately upon recording of any notice of delinquency pursuant to the foregoing provisions of this Article, the amount delinquent, as set forth in such notice, together with the costs, attorney's fees, and interest accruing thereon, shall be and become a lien upon the Condominium described therein which lien shall also secure all other payments and or assessments which shall become due and payable with respect to said Condominium following such recording, and all costs, attorney's fees, and interest accruing thereon. Said lien shall continue for a period of one (1) year unless extended for a period of an additional year by the recording of a written extension by the Association.

When notice of assessments has been recorded, such assessment shall constitute a lien on each respective Condominium prior and superior to all other liens, except 1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and 2) the lien or charge of any first mortgage of record. In the event the delinquent assessments and all other assessments which have become due and payable with respect to the same Condominium together with all costs, 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 the Article, the Board shall record a further notice, similarly signed, stating the satisfaction and relating of such lien.

Each assessment lien may be foreclosed as and in the same manner as provided in the laws of the State of Nevada for the recording and foreclosure of assessment liens upon condominiums in Nevada Revised Statutes Chapter 116 as may be amended from time to time, and to that end a power of sale is hereby conferred upon the Association. The Association, acting on behalf of the Condominium Owners, shall have the power to bid for the Condominium at a foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid assessments, rent, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

**3.9 SUBORDINATION OF THE LIEN TO FIRST DEEDS OF TRUST AND FIRST MORTGAGE.** The lien of the assessments, including interest, costs (including attorney's fees),

provided for herein shall be subordinate to the lien of any first mortgage upon any Condominium. Sale or transfer of any Condominium shall not affect the assessment lien. However, the sale or transfer of any Condominium pursuant to judicial or non-judicial foreclosure of a first mortgage 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 Condominium from lien rights for any assessments thereafter coming due. Where the mortgagee of a first mortgage of record or other purchaser of a Condominium obtains title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by such acquirer. Unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses, collectible from all of the Condominiums including such acquirer, his successors, and assigns.

3.10 ESTOPPEL CERTIFICATE. The Association shall furnish or cause an appropriate offer to furnish, upon demand by any person, a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Condominium have been paid. A properly executed assessments on a Condominium is binding upon the Association as of the date of its issuance.

3.11 PERSONAL LIABILITY OF OWNER. No owner may exempt himself from the personal liability for assessments levied by the Association, nor release the condominium owned by him from the liens and charges thereof by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Condominium.

3.12 TAXATION OF ASSOCIATION. In the event that any taxes are assessed against the Common Area or the personal property of the Association, rather than against the individual condominiums, said taxes shall be added to the annual assessments and if necessary, a special assessment may be levied against the Condominium in an amount equal to said taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

3.13 CAPITALIZATION OF ASSOCIATION. Upon acquisition of record title to a condominium from Declarant, each owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) the amount of the then annual assessment for that Condominium as determined by the Board. This amount shall be deposited by the buyer in the purchase and sale escrow and disbursed therefrom to the Association. This amount is not to be construed as payment of any portion of the monthly, quarterly or annual assessment, but is a capital contribution to the Association.

## ARTICLE IV

### RESPONSIBILITIES OF MAINTENANCE

4.1 OWNER MAINTENANCE OF LIVING UNITS. Each owner of a Condominium shall be responsible for the maintenance and repair of the glass doors and windows enclosing his

Living Unit, the interior of his Living Unit, and all appliances whether "built-in" or freestanding within the Living Unit, and shall also be responsible for the maintenance and repair of the plumbing, electrical and heating systems servicing his Living Unit and located within the outside perimeter of the exterior bearing walls thereon, including, television cable equipment and connections and all appliances and equipment located in aid Living Unit. Each Owner shall be responsible for the maintenance and repair of the Patio which he has the exclusive right to use, including the interior surfaces of any fence or railing (but not the exterior surfaces) and shall make such repairs as the Board deems necessary to preserve the attractive appearance and protect the value thereof.

*inside stucco outside*

*water leak  
1/5 wall*

4.2 OWNER'S GRANT OF EASEMENTS. Each Owner hereby grants easements to other Owners to enter into each Condominium and to have utility companies enter into Condominium to repair the plumbing, heating, and electrical systems located thereon, subject to the following limitations; entry into a Living Unit for emergency purposes may be immediate; provided, however such entry shall be made with as little inconvenience as possible to the Owner and any damage caused thereby shall be repaired by the entering party. Entry into a Living Unit for other than emergency repairs shall be made only after three (3) days notice has been given to the Owner and shall be made with as little inconvenience as possible to the Owner and any damage caused thereby shall be repaired by the entering party.

*could be  
damaging  
common  
area  
Ass. resp. for*

4.3 ASSOCIATION MAINTENANCE OF COMMON AREA. 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 Area or any portion thereof, together with the improvements, trees, shrubbery, plants, and grass thereof, all as more fully set forth in the Declaration of Restrictions, the Articles and Bylaws. The Association shall maintain and repair all Covered Parking Spaces which are Exclusive Use Areas; provided, however, should said maintenance or repair result from the negligence of an owner, or his guests or licensees, the Owner shall reimburse the Association for the costs of such maintenance or repair. The Association shall maintain and repair all staircases which are designated as Restricted Common Areas on the Condominium Plan.

4.4 ASSOCIATION RIGHT OF ENTRY. For the purpose of performing the maintenance of the Common Area or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association's agents or employees shall have the right to enter any Living Unit, or upon any portion of the Common Area to effect emergency repairs. For other than emergency repair the Association's agents or employees shall have the right to enter any Living Unit or any portion of the Common Area to effect repairs, improvements, replacements or maintenance which the Association, after approval by two-thirds (2/3) vote of the Board, reasonably deems necessary. Such entry shall be made with as little inconvenience to the Owner as possible and any damage caused thereby shall be repaired by the Association. Further, such entry for other than emergency repairs shall be made only after not less than three (3) days' notice has been given to the owner.

4.5 ASSOCIATION RIGHT TO ADOPT RULES. The Board shall have the right to adopt reasonable rules not inconsistent with the provisions contained in this Declaration, and to



amend the same from time-to-time relating to the use of the Common Area and the recreational and other facilities situated thereon by Owners and by the tenants or guests, and the conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste materials, drying of laundry, control of pests, and other activities which, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting thereon. Such rules may provide that the owner of a Condominium whose occupant may be assessed to cover the expenses incurred by the Association in removing such property and storing or disposing thereof, after appropriate notice and an opportunity for a hearing before the Board and a two-thirds (2/3) vote of approval by the Board. The Board may suspend the voting rights and right to use the recreational facilities located on the Common Area of a Member who is default in the payment of any assessment of any period not to exceed thirty (30) days for any infraction of its published rules and regulations, after reasonable written notice and an opportunity for a hearing before the Board as set forth in the Bylaws.

4.6 ASSOCIATION RIGHT TO GRANT PERMITS. The Association shall have the right to grant permits, licenses and easements over, under, upon and across the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the property maintenance or operation of the Project.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall, or other structure or improvement shall be commenced, erected, placed or altered upon the Common Area 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 to surrounding structure and topography by the Board of Directors of the Association or by an architectural committee appointed by the Board of Directors and composed of three (3) or more, but not to exceed five (5) representatives. In the event the Board or its designated committee fails to approve or disapprove such locations, 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 with similar structures erected within the Project. The grade, level or drainage characteristics of the Condominium Property or any portion thereof, shall not be altered without the prior written approval and consent of the Board or its designated committee. The provisions of this Article shall not apply to the initial construction by Declarant of Condominiums or other improvements of Condominium Property, 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 Condominiums or other improvements to the Condominium Property.

## ARTICLE VI

### PROHIBITION OF PARTITION OR SEPARATION OF INTEREST

6.1 SEPARATION OF INTEREST. No owner may sell, assign, lease or convey 1) his interest in the Common Area separate and apart from his Living Unit, nor 2) his interest in any Exclusive Use area separate and apart from his interest in the Common Area or his Living Unit.

6.2 PROHIBITION OF PARTITION. Each of the owners of a Condominium, 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 other ownerships in the Condominium Property except upon 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 that owners holding in aggregate more than a fifty percent (50%) interest in the Common Area are opposed to repair or restoration of the Project; or

(b) 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 percent (50%) interest in the Common Area are opposed to repair or restoration of the Project; provided, however, that if any Condominium 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 and no Condominium may be partitioned or subdivided without the prior written approval of the mortgagee holding first mortgage on that Condominium.

6.3 POWER OF ATTORNEY. The Association is hereby granted an irrevocable power of attorney to sell the Condominium Property for the benefit of all the owners thereon when the partition of the Owners' interest in said Condominium Property may be had pursuant to 6.2 above. The Power of Attorney herein granted may be exercised upon the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3) of the interest in the Common Area by any two (2) Members of the Board who are hereby authorized to record a Certificate of Exercise in the Office of the County Recorder, Clark County, which certificate shall be conclusive, evidence thereof in favor of any person relaying thereon in good faith; provided however, that said Power of Attorney shall not apply to the Secretary, U. S. DEPARTMENT OF VETERANS AFFAIRS, an Officer of the United States of America.

## ARTICLE VII

### RIGHT OF MORTGAGEES

Provided that the Mortgagee informs the Association in writing of its appropriate address and requests in writing to be notified, neither the Association nor any owner shall do any of the following, unless at least sixty-seven percent (67%) of the first mortgagees or mortgages encumbering Condominiums (based upon one (1) vote for each mortgagee) have given their prior written approval:

(a) Seek, by act or omission, to abandon the Condominium Project or to terminate the Condominium Plan or this Declaration (whether or not because of any destruction of the Project) or change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design of the exterior appearance or maintenance of Living Units, or the Common Area;

(b) Change the pro-rata interest or obligation of a Condominium 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 Area appurtenant to each Living unit;

(c) Partition or subdivide any Condominium;

(d) Seek, by act or omission, to abandon, partition, subdivide, encumber, sell or transfer the Common Area; provided, however, that the granting of easements for public utility or other public purposes consistent with the uses of the Common Area shall not be deemed a transfer within the meaning of this provision;

(e) Use hazard insurance proceeds for losses to any portion of the Condominium Property for other than the repair, replacement or reconstruction of the Condominium Property, except as may be provided by statute upon substantial loss to the Living Unit, or Common Area;

(f) Fail to maintain fire and extended coverage insurance on the Common Area and the improvements thereto on a current replacement cost basis in an amount less than one hundred percent (100%) of the insurable value, based on current replacement costs.

## ARTICLE VIII

8.1 CASUALTY DESTRUCTION OF COMMON AREA. If any portion of the Common Area is damaged or destroyed by fire or casualty, then:

(a) If the cost of repairing does not exceed the amount of available insurance proceeds by more than five percent (5%) of the budgeted gross expenses of the



Association for the fiscal year during which the repairs or rebuilding is necessitated, the Board shall contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefore;

(b) If the costs of repairing or rebuilding exceeds the amount of available insurance proceeds by more than five percent (5%) of the budgeted gross expenses of the Association for the fiscal year during which the repairs or rebuilding is necessitated, and if the Owners holding in aggregate more than fifty percent (50%) interest in the Common Area 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 Area as provided in (b) above, then each Owner (and his mortgagee(s) as their respective interests 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 condominium as compared to the aggregate decrease in the fair market values of all the condominiums caused by such damage or destruction. For purposes hereof, fair market value shall be determined by a Member of the American Institute of Real Estate Appraisers selected by the Board and hired by and at the expense of the Association. Should dispute arise as to the distribution of insurance proceeds, the dispute shall be decided by arbitration by the American Association pursuant to its commercial Rules of Arbitration:

(d) Notwithstanding 8.1(c), the Board shall contract for such repair or rebuilding of the Common Area which consists of Condominium Building(s) containing Living Units (or portions thereof and/or improvements thereto) if fifty percent (50%) or more of the Owners owning Living Units in said Condominium Building(s) agree to repair or restoration of said Condominium Building(s);

(e) If a bid to repair or rebuild is accepted, the Board shall levy a special assessment against each Condominium in the proportion the Condominiums are assessed, pursuant to Section 3.6, ARTICLE III of this Declaration, for purposes of raising funds for the rebuilding or major repair of a portion of the structural Common Area, to make up any deficiency between the total insurance proceeds and the contract price for such repair and rebuilding, and 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.

8.2 TAKING OF COMMON AREA. If any portion of the Common Area is taken by condemnation, eminent domain or any proceeding in lieu thereof, and the award therefore is not apportioned among the owners (and their mortgagees 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 Area (and their mortgagees as their respective interest 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 8.1 above; provided, however that should it be determined to repair or rebuild any portion of the

Common Area, 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 8.1 of this ARTICLE VIII for repairing damaged or destroyed portions of the Common Area. A decision to repair to rebuild shall be made in the same manner and subject to the same conditions and limitations as provided in Section 8.1 of this ARTICLE VIII for determining whether to rebuild or repair following damage or destruction.

8.3 CASUALTY DESTRUCTION OF LIVING UNIT. In the event of damage or destruction to any Living Unit, the Owner thereof shall reconstruct the same as soon as reasonably practicable and substantially in accord with the original plans and specifications therefore; 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.

8.4 TAKING OF LIVING UNIT. In the event of any taking of a Living Unit the owner (and his mortgagees as their interest may appear) of the Living 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 Property as such Owner shall vacate his Living Unit as the result of such taking. In such event said owner shall grant his remaining interests in the Common Area appurtenant to the Living Unit so taken, if any, to the other Owners owning a fractional interest in the same Common Area, such grant to be in proportion to the fractional interest in the Common Area then owned by each.

8.5 ASSOCIATION INSURANCE. The Association shall obtain and continue in effect the following insurance:

(a) A master fire insurance policy with glass coverage and extended coverage endorsement for the full insurable value of all of the improvements within the Project. "Improvements" means and referees to the Common Area together with those appliances and improvements located within the Living Units provided by Declarant to the initial owners of condominiums and does not include items not provided by Declarant. The form and content of such policy must be satisfactory to all institutional first mortgagees and shall meet the maximum standards of the various institutional first mortgagees whose loan(s) encumber any of the Condominiums.

(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 Area. The limits of such insurance shall not be less than \$1,000,000.00 or an amount considered reasonable considering availability and cost of such insurance covering all claims for death, personal injury, and property damage arising out of a single occurrence. Such policies must provide that they may not canceled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

(c) A fidelity bond covering members of the Board, Officers and employees of the Association, and employees of any management agent, whether or not such persons are compensated for their services, naming the Association as obligee and written in an amount equal to at least the estimated maximum of funds, including reserves, in the custody of the Association or a management agent at any given time during the term of the Fidelity Bond. However, the bond shall not be less than a sum equal to three (3) months aggregate assessments on all Condominiums plus reserves for each phase as completed.

(d) Workman's Compensation Insurance covering any employees of the Association.

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 Condominium. Each Owner may separately insure the improvements not covered by the master fire insurance policy and personal property within his Condominium. No Owner shall insure his Condominium 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.

8.6 MORTGAGEE 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 Eligible Mortgage Holders of first mortgages on condominiums which have at least fifty-one percent (51%) of the votes of Condominium subject to Eligible Mortgage Holders' mortgages.

## ARTICLE IX

### USE OF LIVING UNITS AND COMMON AREA AS DESCRIBED IN CONDOMINIUM PLAN

9.1 RESIDENTIAL PURPOSES. Each Living Unit shall be improved, used and occupied for private, single-family dwelling purposes only. No portion of the Living Unit or Common Area shall be used for any commercial purpose whatsoever.

9.2 LEASE OF CONDOMINIUM. Upon recordation of this Amendment, the total number of leased or rented condominium units within the community shall be restricted or limited to a total of twenty-five percent (25%) of the units within the Association. This restriction shall apply only to each and every condominium unit that is sold, or for which the current ownership is otherwise transferred, subsequent to the recordation of this Amendment. Leases must be in writing and provide that the tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws, and the rules and regulations of the Board, and that the failure to comply with the provisions of these documents shall create default under the lease. With the exception of a lender in possession of a Condominium following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no

owner shall lease his Condominium for transient or hotel purposes. Any lease which is either for a period of less than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.

9.3 INTERIOR SURFACES. Each Owner shall have the right, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile, and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of his Living Unit, and the surfaces of the bearing walls and partitions located within his Living Unit. Each Owner shall make certain that blinds are in place for balcony windows and shall make certain all window coverings are either white or "off-white" in color. Said owners shall have the right to substitute new finished surfaces in place of those existing on said ceiling, floor, walls, and doors of said Living Unit.

9.4 EXCLUSIVE USE AREAS APPURTENANT. Each Exclusive Use Area shall be 1) appurtenant to the Living unit with which the Exclusive Use Area is conveyed, and 2) used only for the purposes set forth in the Declaration. The right to so use an Exclusive Use Area shall be exercisable only by the Owner(s) of the condominium appurtenant thereto (other than said revocable licenses) shall be transferred or conveyed apart from conveyance of the Condominium to which they are appurtenant. Each Exclusive Use Area shall be deemed to be Common Area for all those purposes set forth in this Declaration which are not inconsistent with this ARTICLE IX or IV.

9.5 USE OF COMMON AREA. Except as other wise provided herein, the Common Area shall be improved and used only for the following purposes:

(a) Affording vehicular passage and pedestrian movement within the Condominium Property, including access to the Living Units;

(b) Recreation use by the owners and occupants of Living Units in the Condominium Property and their guests, subject to rules established by the Board;

(c) Beautification of the Common Area and providing privacy to the residents of the Condominium Property through landscaping and such other means as the Board shall deem appropriate;

(d) Parking of automotive passenger vehicles in areas provided therefore as may be designated and approved by the Board by such persons, upon such terms and conditions and for such fees as may from time-to-time be determined by the Board;

(e) As Exclusive Use Areas to be used in the manner hereinafter described. Nothing herein shall be deemed to allow persons other than the Owner of a Living Unit to which an Exclusive Use Areas is appurtenant (or his tenants and Lessees) to enjoy the use thereof.

No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove permitted, nor shall any part of the Common Area be used for storage purposes (except as incidental to one of such permitted uses, or for storage of maintenance equipment used exclusively to maintain the Common Area or in storage areas designated by the Board), nor in any manner which shall increase the rate of which insurance against loss by fire, or the perils of the extended coverage endorsement to the Fire Policy Form, or bodily injury or property damage liability insurance covering the Common Area and the improvements situated thereon may be obtained, 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.

9.6 USE OF EXCLUSIVE USE AREAS. Each Owner shall have the following rights with regard to the parking area which he has the exclusive right to use:

(a) To park and store one (1) as per recorded Condominium Plan, standard automotive vehicle in the covered parking area which he has the exclusive right to use. Parking areas shall not be used for general storage purposes and must be used for vehicle parking.

All parking spaces not so assigned shall remain under the control of the Association as unrestricted Common Area for the use in common of all Unit Owners, their families, tenants, and guests.

9.7 OWNERS LIABLE FOR DAMAGE. Each Owner shall be legally liable to the Association for all damages to the Common Area or to any improvements thereto, including the buildings, recreation facilities, and landscaping, caused by such Owner, his licensees) or any occupant of such Owner's Living Unit as such liability may be determined under Nevada Law. Each Owner shall be responsible for compliance with the provisions of the Declaration, Articles, Bylaws 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 Bylaws, or Board rules for any violation by his guests, lessees and occupants of his Living Unit.

9.8 PETS. A maximum of two (2) household pets (exclusive of caged birds or aquarium fish) weighing twenty-five (25) pounds or less may be kept in any Living Unit or Exclusive Use Area without the prior written consent of the Board. Pets shall not be allowed on other portions of the Common Area except as may be permitted by rules made by the Board. Except as provided hereinabove, no animals, livestock, birds or poultry shall be brought within the Condominium Property or kept in any Living Unit or any portion of the Common Area. No pet shall be permitted to be kept within any portion of the Condominium Property if it makes excessive noise or otherwise constitutes an unreasonable annoyance to other owners.

9.9 NUISANCE. No Living Unit or Exclusive Use Area shall be used in such a manner as to interfere with the enjoyment of other Owners or to annoy them by unreasonable

noise or otherwise, nor shall any nuisance be committed or permitted to occur in any Living Unit, nor on the Common Area.

9.10 SIGN CONTROL. No signs other than one (1) sign of customary and reasonable dimensions advertising a Condominium for sale or rent shall be displayed in any Living Unit so that it is visible from such area without prior written consent of the Board. No signs shall be displayed in any Living Unit so that it is visible from such area without prior written consent of the Board. No signs shall be displayed on the Common Area except signs approved by the Board.

9.11 USE CAUSING LOSS OF PROPERTY. No Living Unit, Exclusive Use Area or improvements situated therein shall be used in any manner which shall cause such improvements to be uninsurable against loss by fire or the periods of an extended coverage endorsement to the Nevada Standard Fire Policy Form, and cause any such policy or policies representing such insurance to be canceled or suspended or in the company issuing the same to refuse renewal thereof.

## ARTICLE X

### GENERAL PROVISIONS

10.1 ENFORCEMENT. The Association of 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 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 provision of this Declaration or of the Bylaws or Articles. Failure by the Association or any Owner to enforce any covenant, condition, restriction or reservation contained herein shall not be deemed a waiver of the right to do so thereafter.

10.2 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.

10.3 AMENDMENTS. This Declaration may be amended by an instrument in writing signed by seventy-five percent (75%) of the voting power of the Association. The amendment shall become effective upon its recording in the office of the County Recorder of Clark County, Nevada. No amendment material to a mortgagee may be made to this Declaration without the prior written consent of Eligible Mortgage Holders whose mortgages encumber fifty-one percent (51%) or more of the Condominiums within the Condominium Property which are subject to Eligible Mortgage Holder mortgages. For these purposes, any amendments to provisions of this Declaration governing any of the following subjects, shall be deemed "material to a Mortgagee":

- (a) Voting;
- (b) Assessments, assessment liens, or subordination of such liens;

- (c) Reserves for maintenance, repair and replacement for the Common Areas;
- (d) Casualty insurance, liability insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Responsibility for maintenance and repair of the condominiums and common area;
- (g) Expansion or contraction of the Project of the addition, annexation or withdrawal of property to or from the Property;
- (h) Boundaries of any Living Unit;
- (i) The interest in Exclusive Use Area and other portions of the Common Area;
- (j) Convertibility of Living Units into Common Areas or of Common Areas into Living Units;
- (k) Leasing of Condominiums;
- (l) Imposition of any right of first refusal or similar restrictions on the right of an Owner to sell, transfer or otherwise convey his or her Condominium;
- (m) Any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible Insurers or Grantors.

In addition an amendment to the Declaration of Bylaws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage 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.

10.4 EXTENSION OF DECLARATION. Each and all of these covenants, conditions, and restrictions shall terminate on June 1, 2030, after which date they shall automatically be extended for successive periods of ten (10) years unless three-fourths (3/4) of the owners as defined by Section 1.23 have executed and recorded at any time within six (6) months prior to June 1, 2030, 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 June 1, 2030, or at the end of any such ten (10) year period.

10.5 ENCROACHMENT EASEMENT. In the event any portion of the Common Area encroaches upon any Living Unit or any Living Unit encroaches upon the Common Area or

another Living 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 any 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 Property is partially or totally destroyed and then repaired or rebuilt, each owner agrees that minor encroachments over adjoining Living Units or Common Area shall be easements for the maintenance of said encroachments so long as they shall exist.

10.6 LITIGATION. In the event the Association or Declarant shall commence litigation to enforce any of the covenants, conditions, or restrictions herein contained, the prevailing party in such litigation shall be entitled to costs of suit and such attorney's fees as the Court may adjudge reasonable and proper. The "prevailing party" shall be the party in whose favor a final judgment is entered.

10.7 LIMITATION OF RESTRICTIONS ON DECLARANT. Declarant is undertaking the work of construction of residential Condominiums and additional improvements upon the Condominium Property. The completion of that work, and the sale, rental or other disposal of said Condominiums is essential to the establishment of the Condominium Property as a residential community. In order that his work may be completed and the Condominium Property established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood to:

(a) Prevent Declarant, successors in interest assigns, its contractors or subcontractors from doing on the Condominium Property and annexed property or in any Living Unit or Exclusive Use Area, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant, successors in interest, assigns or its representatives from constructing and maintaining on any part of parts of the Condominium Property or annexed property, such structures as may be reasonable and necessary for the conduct of its business of completing said Condominium Property as a residential community and disposing of same in parcels by sale, lease or otherwise; or

(c) Prevent Declarant, successors in interest or assigns from conducting on any part of the Condominium Property or annexed property its business of completing his work, and of establishing a plan of Condominium ownership and of disposing, of the Condominium Property in the form of Condominiums by sale, lease, or otherwise; or

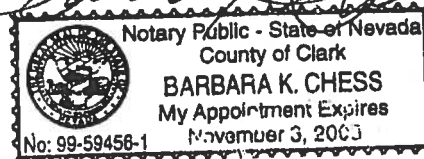


(d) Prevent Declarant, successors in interest or assigns from maintaining such sign or signs on any of the Condominium property of annexed property as may be necessary for the sale, lease or disposition thereof; provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any owner of his Living Unit or the Common Area;

The right of Declarant provided in subparagraphs (a) through above, may be exercised during the period of time commencing when the Condominiums are first sold and offered for sale to the public, ending when all the Condominiums in the project and annexed property are sold and conveyed by Declarant to the separate owners, or seven (7) years from the date of conveyance of the first Condominium in the Project from Declarant to a retail purchaser, whichever shall first occur. So long as Declarant, its successors or assigns, owns one or more of the Condominiums established and described herein, Declarant, its successors or assigns shall be subject to the provision of this Declaration. Declarant, in exercising its rights under this Section 10.7, shall not unreasonably interfere with the use of the Common Area by any Owner.

IN WITNESS WHEREOF, the undersigned, being the President of the Board of Directors of the Scottsdale Points Homeowners Association, has executed this Restated Declaration of Conditions, Covenants and Restrictions on the 12 day of July, 2001.

  
PRESIDENT

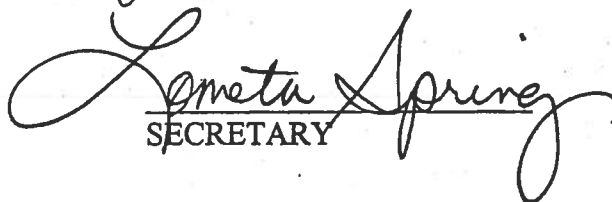


**CERTIFICATION**

I, the undersigned, do hereby certify as follows:

1. That I am the Secretary of the Scottsdale Points Homeowners Association, a Nevada non-profit corporation;
2. That the foregoing Restated Declaration of Covenants, Conditions and Restrictions was adopted to comply with the provisions of Nevada Revised Statutes Chapter 116; and
3. That the foregoing Restated Declaration of Covenants, Conditions and Restrictions of the Association was adopted by the Board at a meeting of the Board of Directors held on the 26th day of March, 2001.

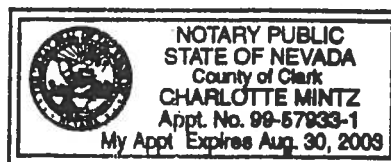
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 15th day of July, 2001.

  
SECRETARY

STATE OF NEVADA       )  
                                  ): ss  
COUNTY OF CLARK     )

This instrument was acknowledged before me on July 12, 2001  
by Loneta Spring

  
NOTARY PUBLIC



### CERTIFICATION

I, the undersigned, do hereby certify as follows:

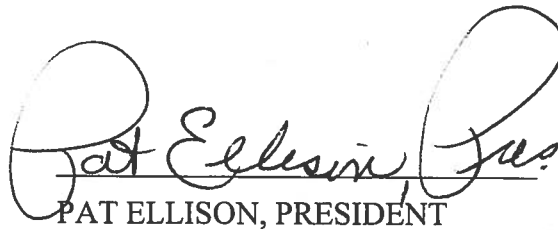
1. That I am the President of the Scottsdale Points West Homeowners Association, a Nevada non-profit corporation;

2. That ¶3.5 MEMBERSHIP APPROVAL, page 6 of the Revised Scottsdale Points West CC&Rs was changed and adopted to comply with the provisions of Nevada Revised Statutes Chapter 116 and;

3. That the foregoing Restated CC&Rs were adopted by the Board at a meeting of the Board of Directors held on the 15<sup>th</sup> day of November, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 2<sup>nd</sup> day of

February, 2006

  
PAT ELLISON, PRESIDENT

EXCEPTING THEREFROM THE FOLLOWING:

Building No. 3, Building No. 4, Building No. 5, Building No. 6, Building No. 7, and all of the Phase I Common Area as shown and described on the map of Scottsdale Points Condominiums—Phase I on file in Book 49 of Plats, Page 17, Official Records, Clark County, Nevada.

CLARK COUNTY, NEVADA			
JUDITH A. VANDEVER, RECORDER			
RECORDED AT REQUEST OF:			
LAW OFFICES OF JAY HAMPTON & ASS			
08-31-2001	08:24	DHG	28
BOOK: 20010831	INST	00845	
FEE:	34.00	RPTT:	.00
RESTRICTIONS			
CONFORMED COPY HAS NOT BEEN COMPARED TO THE ORIGINAL			

**EXHIBIT "A"**  
(Property Subject to Annexation)

Parcel of land situate in the East Half (E ½) of the Southeast Quarter (SE ¼) of Section 10, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, being more particularly described as follows:

Beginning at the Southeast Corner of said Section 10, also being the centerline intersection of Lorenzi Boulevard and Cheyenne Road, proceeding North 00°06'14" West, 445.13 feet along the East line of said Section 10, also being the centerline of Lorenzi Boulevard; thence South 89°53'46" West, 240.00 feet along the North line of Cheyenne Village Shopping Center; thence North 00°06'14" West, 100.00 feet along said North line; thence South 89°53'46" West, 520.00 feet along said North line to the TRUE POINT OF BEGINNING; thence continuing South 89°53'46" West, 190.45 feet along said North line to a point on the Easterly right-of-way line of U.S. 95 Expressway; thence Northerly and Easterly along said right-of-way line the following five courses: North 17°15'07" West, 651.81 feet; thence North 08°30'03" West, 454.67 feet; thence North 00°16'54" West, 979.77 feet; thence North 81°39'13" East, 469.31 feet; thence North 00°09'56" East, 39.78 feet to a point on the East-West One-Quarter Line of said Section 10, also being the centerline of Gowan Road; thence South 89°48'53" East, 342.72 feet along said One-Quarter line and the centerline of Gowan Road; thence South 00°11'07" West, 40.00 feet to a point on the Southerly right-of-way line of Gowan Road and a point on a curve concave Southwesterly from which the radius point bears South 00°11'07" West; thence along said curve Southeasterly through a central angle of 89°42'39", a radius of 20.00 feet and an arc length of 31.32 feet to a point on the Westerly right-of-way line of Irv Marcus Drive; thence South 00°06'14" East, 156.74 feet along said right-of-way line to a point on a curve concave Northwesterly; thence Southwesterly along a curve through a central angle of 90°00'00", a radius of 15.00 feet and an arc length of 23.56 feet to a point on the Northerly right-of-way line of Elm Creek Drive; thence South 00°06'14" East, 30.00 feet to a point on the centerline of Elm Creek Drive; thence South 89°53'46" West, 448.05 feet along said centerline to a point on a curve concave Southerly; thence continuing Westerly along said centerline along a curve, through a central angle of 08°12'59", a radius of 275.00 feet and an arc length of 39.44 feet; thence continuing along said centerline South 81°40'47" West, 121.45 feet to the centerline intersection of Elm Creek Drive and Winterhaven Avenue; thence along the centerline of Winterhaven Avenue; the following five courses; South 00°16'54" East, 752.18 feet to a point on a curve concave Easterly; thence Southerly along said curve through a central angle of 08°13'09" a radius of 500.00 feet and an arc length of 71.73 feet; thence South 08°30'03" East, 350.23 feet to a point on a curve concave Easterly; thence Southerly along said curve through a central angle of 08°45'04", a radius of 500.00 feet and an arc length of 76.37 feet; thence South 17°15'07", 524.62 feet; thence leaving said centerline South 32°50'20" East, 31.75 feet; thence South 00°06'14" East, 103.29 feet to the TRUE POINT OF BEGINNING.