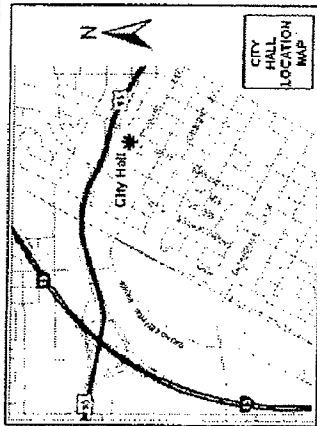


City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT
 this Request

☒ I OPPOSE
 this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011

16303306017
 D & K TRUST
 ULITCHNY DANIEL M & KRISTINE Z
 7380 O'BANNON DR
 LAS VEGAS NV 89117-2012 89117-2012
 Case: ROC-42233

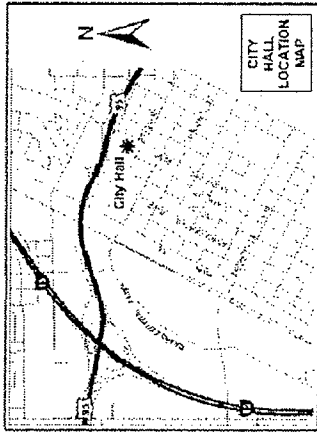
RECEIVED

AUG - 1 2011

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City of Las Vegas
 Department of Planning
 Development Services Center
 333 North Rancho Drive, 3rd Floor
 Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



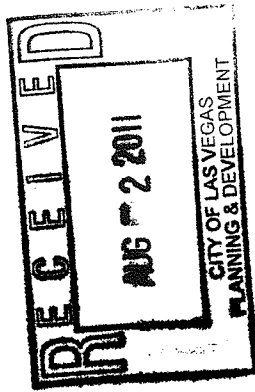
If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

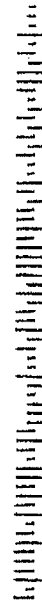
Please use available blank space on card for your comments.

ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011



Case: ROC-42233
 WILLIAMS ANTHONY J & ANNA
 7451 O BANNON DR
 LAS VEGAS NV 89117-2035 89117-2035

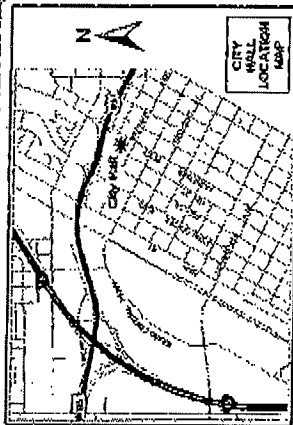


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30-31
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

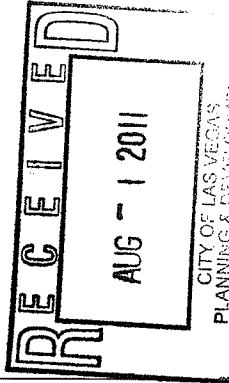
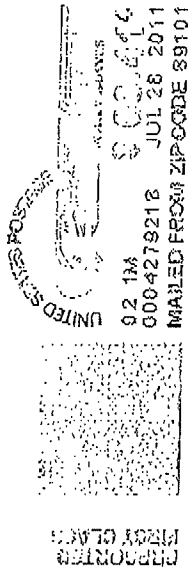
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234

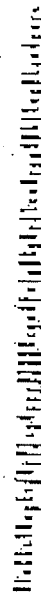
Planning Commission Meeting of 8/9/2011

SIGN'S MUST STAY CONSISTENT



Ford County
GARY Ackerman

16303805002
SILVER STATE FORD
2121 E SAHARA AVE
LAS VEGAS NV 89104-4117
Case: ROC-42233



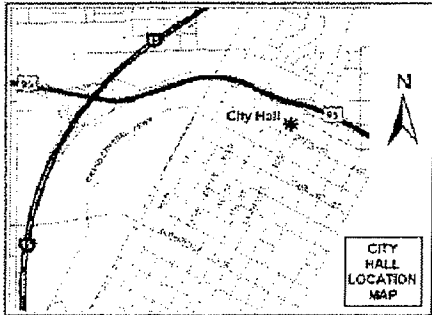
27 FEBRUARY 2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.
ROC-42233 & VAR-42234
Planning Commission Meeting of 8/9/2011

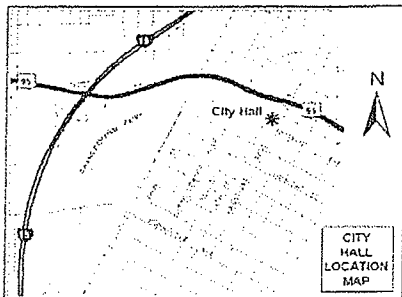
Case: ROC-42233
16303404003
SAHARA PROPERTIES L L C
7901 OBANNON DR
LAS VEGAS NV 89117-1979 89117-1979

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AUG - 1 2011
30-31
P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

**Return Service Requested
Official Notice of Public Hearing**



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.



I SUPPORT
this Request



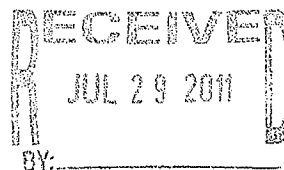
I OPPOSE
this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234

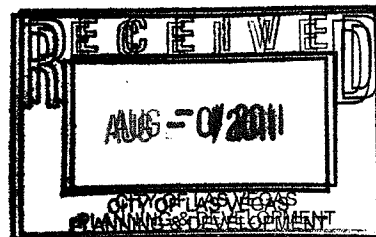
Planning Commission Meeting of 8/9/2011

PRESORTED
FIRST CLASS



Case: ROC-42233
16303412012
STERLING PARK WEST OWNERS ASSOC
%MDL GROUP
%D CIELIESZ
3065 S JONES BLVD #201
LAS VEGAS NV 89146-6780 89146-6780

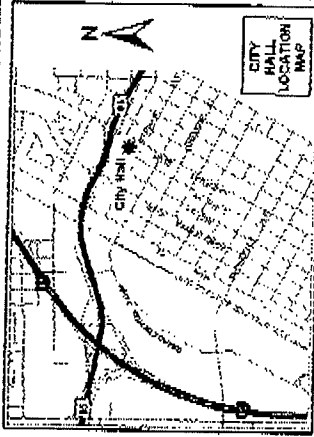
06:42:05 08-01-2011



30-31
A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request
☐ I OPPOSE this Request

Please use available blank space on card for your comments.

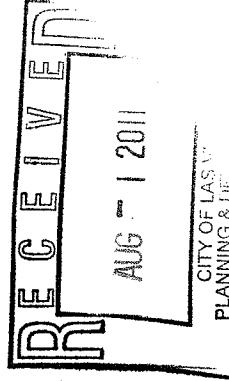
ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011

PRESORTED
FIRST CLASS



02 1M
0004279218 JUL 28 2011
\$00.414
MAILED FROM ZIP CODE 89101
PITNEY BOWES



16303411011 Case: ROC-42233
SUPERIOR ENGINEERING SERVICES
7464 W SAHARA AVE
LAS VEGAS NV 89117-2740 89117-2740

30-31
A

City Of Las Vegas Department Of Planning Submittal Checklist (Cont.)

Pre-Application Conference					
Item Required					
YES	NO	APPLICATION PACKET (ALL ITEMS ARE REQUIRED FOR <u>EACH</u> APPLICATION TYPE, unless indicated otherwise)		Fees	
☒	☐	Application(s) signed and notarized by property owner(s) or authorized agent(s) for all subject lots	Visit the CLV website For blank application, SOFI & DINA/PRS forms, and justification letter info @ http://www.lasvegasnevada.gov/ (Follow - "I Want To . . ." -> "Apply for -> Planning Applications")	Appl. Type	
☒	☐	Statement(s) of Financial Interest (SOFI) signed and notarized by property owner(s) or authorized agent(s) for all subject lots			
☒	☐	Detailed justification letter (the same letter addressing all applications, included with each application)			
☒	☐	Grant deed and legal description (from County Assessor; may be available online at: http://www.accessclarkcounty.com/depts/Assessor/Pages/assessor.aspx)		ROC	
☒	☐	Meeting notes and checklist signed by city planner (Originals, plus 1 copy for each additional application)			
☐	☒	Copy of Business License(s) - requested, but submittals will be accepted without			
☒	☐	If required, copy of approval letter(s) for Z-0050-90			
				Grand Total All Fees: \$830.00	

REQUIRED DRAWINGS (INCLUDES TOTAL NUMBER REQUIRED FOR ALL APPLICATION TYPES):

MUST BE 11" X 17" MINIMUM TO 24" X 36" MAXIMUM PAGE SIZE

ALL SUBMITTED PLANS AND ELEVATIONS MUST BE LEGIBLE AND DRAWN TO SCALE (UNLESS OTHERWISE INDICATED)

☒	☐	SITE PLAN	TOTAL REQUIRED FOR ALL APPLICATIONS	
		North arrow, scale, and vicinity map	Folded Plans (5, plus 1 per application):	6
		All property lines and building dimensions labeled	Colored, Rolled Plans:	1
		All sign locations shown and sizes noted	Reduced Copy (8-1/2"x11" BW; 1 per application):	1
		All adjacent existing land uses and street names labeled	NOTES: Copy of submitted site plan for Z-50-90	
		All points of ingress and egress shown		
		All free-standing sign locations shown and heights and sizes noted		
		Quantity, size, species/variety of all trees, shrubs, and ground cover		

THIS FORM MUST ACCOMPANY THE APPLICATION SUBMITTAL and is valid for no more than 60 days after the Pre-App date.

APN(s):	See attached notes (ref#12)	Application Purpose:	Review of Condition
Location:	7400 - 7580 West Sahara Avenue	Application Purpose:	Review of Condition #2 of Z-0050-90, to remove requirement for MSP
Ward:	1 - Tarkanian	Pre-App. Meeting Date:	4/27/11
Planner's Signature:		Submittal Deadline:	04/28/11 - no later than 2:00 pm
Planner:	Steve Gebeke, Planning Supervisor - 229-5410 Mike Howe, Planner I - 229-6821	Earliest PC / CC Meeting Dates:	06/14/11 PC - 07/20/11 CC (Cycle 6)

Should this project require a neighborhood meeting or if you choose to have one, please be aware of the following:

In order to use the City to mail the postcard notices for your neighborhood meeting, you must have all information to us no later than 15 days prior to the intended meeting date. Submitting the required information for the neighborhood meeting when making your application submittal is often best. Therefore, if you want the City to mail the notices for your neighborhood meeting, please ensure that we get all required information and that the request is made at least 15 days before you are scheduling the meeting, otherwise you must make other arrangements for getting the notices mailed.

**Applications MUST BE submitted by 2:00 P.M. on CLOSING DAYS,
or by 4:00 P.M. on NON-CLOSING DAYS. Call (702) 229-6301 for additional information**

RECEIVED

JUN 22 2011

2011 PLANNING COMMISSION MEETING SCHEDULE

Generally, the Planning Commission meetings are held on the second Tuesday of each month.

*Denotes a GPA Cycle

Pre-Application Conference Request Deadline	Application Closing Day	Planning Commission Meeting Date	City Council Meeting Date
November 19, 2010	December 09, 2010	January 25, 2011*	February 16, 2011
December 02, 2010	December 23, 2010	February 08, 2011	March 16, 2011
December 23, 2011	January 20, 2011	March 08, 2011	April 06, 2011
February 03, 2011	February 24, 2011	April 12, 2011*	May 18, 2011
March 03, 2011	March 24, 2011	May 10, 2011	June 15, 2011
April 07, 2011	April 28, 2011	June 14, 2011	July 20, 2011
* May 05, 2011	May 26, 2011	July 12, 2011*	August 17, 2011
June 02, 2011	June 23, 2011	August 09, 2011	September 07, 2011
July 07, 2011	July 28, 2011	September 13, 2011	October 19, 2011
August 04, 2011	August 25, 2011	October 11, 2011*	November 16, 2011
September 01, 2011	September 22, 2011	November 08, 2011	December 07, 2011
October 06, 2011	October 27, 2011	December 13, 2011	January 18, 2012
November 03, 2011	November 23, 2011	January 10, 2012*	February 15, 2012
December 08, 2011	December 29, 2011	February 14, 2012	March 07, 2012

**Applications MUST BE submitted by 2:00 P.M. on CLOSING DAYS,
or by 4:00 P.M. on NON-CLOSING DAYS. Call (702) 229-6301 for additional information**

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JUN 22 2011



November 2, 2011

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

RE: ROC-42233 - REVIEW OF CONDITION
RELATED TO VAR-42234
CITY COUNCIL MEETING OF NOVEMBER 2, 2011

Dear Mr. Greenawalt:

The City Council at a regular meeting held November 2, 2011, APPROVED the request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones. The Notice of Final Action was filed with the Las Vegas City Clerk on November 3, 2011.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Roger Freeman
Sterling Park W. Owners Association
7464 West Sahara Avenue
Las Vegas, Nevada 89117

Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov





October 25, 2011

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

RE: ROC-42233 - REVIEW OF CONDITION
RELATED TO VAR-42234
CITY COUNCIL MEETING OF OCTOBER 19, 2011

Dear Mr. Greenawalt:

The City Council at a regular meeting held October 19, 2011, HELD IN ABEYANCE the request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones.

This item will be heard during the 1:00 p.m. Planning discussion portion of the November 2, 2011 City Council Meeting. It is recommended that you or your representative be in attendance at this meeting. If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lean Coleman".

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Roger Freeman
Sterling Park W. Owners Association
7464 West Sahara Avenue
Las Vegas, Nevada 89117

Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov





September 14, 2011

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

**RE: ABEYANCE - ROC-42233 - REVIEW OF CONDITION RELATED TO
VAR-42234
PLANNING COMMISSION MEETING OF SEPTEMBER 13, 2011**

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Dear Mr. Greenawalt:

Your request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian),, was considered by the Planning Commission on September 13, 2011.

The Planning Commission voted to recommend **APPROVAL** of your request.

This item will be considered by the City Council on **October 19, 2011**, at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. ***The Council requires that you or your representative be present at this meeting.*** If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Roger Freeman
Sterling Park W. Owners Association
7464 West Sahara Avenue
Las Vegas, Nevada 89117

Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 702.386.9108

www.lasvegasnevada.gov





LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

September 1, 2011

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

**RE: ABEYANCE - ROC-42233 - REVIEW OF CONDITION RELATED TO
VAR-42234
PLANNING COMMISSION MEETING OF SEPTEMBER 13, 2011**

Dear Mr. Greenawalt:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on **September 13, 2011** as referred to above, will consider your request. This meeting will be held at 6:00 P. M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Wednesday, September 7, 2011** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

The Planning Commission requires that you or your representative be present at this meeting.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Roger Freeman
Sterling Park W. Owners Association
7464 West Sahara Avenue
Las Vegas, Nevada 89117

Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 702.386.9108

www.lasvegasnevada.gov

FM-0073-07-11



Development Notification

PC Meeting: September 13, 2011

The following neighborhood associations are located within approximately one(1) mile of this development application and have been notified of this case by the Department of Planning:

ROC-42233

Aurora Estates HOA

Home Court Land HOA

Neighborhood Alliance NCG

Oasis Sierra Apartments

Plantea Court HOA

Rainbow Park NA

Sycamore Estates HOA

Sycamore Square I HOA

Via Olivero Springs HOA

Vista Del Rey Apartments



August 10, 2011

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

**RE: ROC-42233 - REVIEW OF CONDITION RELATED TO VAR-42234
PLANNING COMMISSION MEETING OF AUGUST 9, 2011**

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

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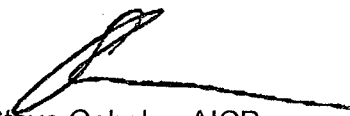
Dear Mr. Greenawalt:

Your request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian),, was considered by the Planning Commission on August 9, 2011.

The Planning Commission voted to hold this item in **ABEYANCE** at the request of the applicant to allow time for a neighborhood meeting.

This item is scheduled to be heard again at the **September 13, 2011** Planning Commission meeting which will be held at 6:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. The Planning Commission requires that you or your representative be present at this meeting. If you or your representative chooses not to attend, the Planning Commission may act in your absence without your input.

Sincerely,



Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Roger Freeman
Sterling Park W. Owners Association
7464 West Sahara Avenue
Las Vegas, Nevada 89117

Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 702.386.9108

www.lasvegasnevada.gov

FM-0073-07-11



Steve Gebeke

From: Rich Hinshaw [rhinshaw@yesco.com]
Sent: Tuesday, August 09, 2011 3:24 PM
To: Steve Gebeke
Cc: Mary Riggs
Subject: ABEYANCE for items 30 & 31 for Planning Commission Agenda 8/9/2011

Steve,

This is a request for Abeyance of item # 30 ROC-42233 and item #31 VAR-42234 from the 8/9/2011 Planning Meeting to be moved to the 9/13 Planning Meeting. There are some issues that my client needs to get some clarification on.

Thanks,

Rich Hinshaw

Account Executive
5119 South Cameron Street
Las Vegas, NV 89118
PH: 702.876.8080
CELL: 702.497.5285
FX: 702.944.4500
www.yesco.com

#30-31



LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

July 27, 2011

Mr. Ronald Greenawalt
Sterling Park W. Owners Association
7500 West Sahara Avenue
Las Vegas, Nevada 89117

**RE: ROC-42233 - REVIEW OF CONDITION RELATED TO VAR-42234
PLANNING COMMISSION MEETING OF AUGUST 9, 2011**

Dear Mr. Greenawalt:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on **August 9, 2011** as referred to above, will consider your request. This meeting will be held at 6:00 P. M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Wednesday, August 3, 2011** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

The Planning Commission requires that you or your representative be present at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gebeke", with a long horizontal line extending to the right.

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Roger Freeman
Sterling Park W. Owners Association
7464 West Sahara Avenue
Las Vegas, Nevada 89117

Mr. Rich Hinshaw
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 702.386.9108

www.lasvegasnevada.gov



Application Information

ROC-42233 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: STERLING PARK OWNERS ASSOCIATION - For possible action on a request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres at 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian).

VAR-42234 - VARIANCE RELATED TO ROC-42233 - PUBLIC HEARING - APPLICANT/OWNER: BENSON & BERTOLDO, LLC - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

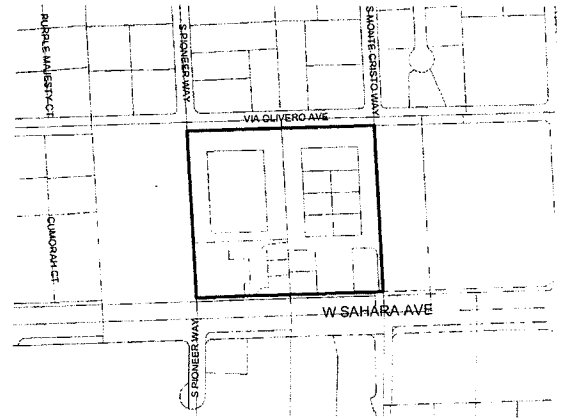
Application Information

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VAR-42234 - VARIANCE RELATED TO ROC-42233 - PUBLIC HEARING - APPLICANT/OWNER: BENSON & BERTOLDO, LLC - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

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Application Location

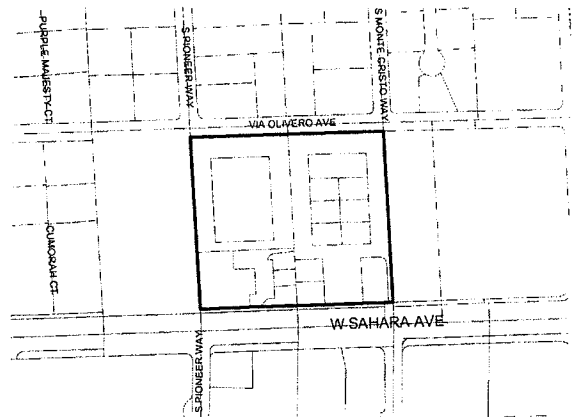


The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: August 09, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Application Location



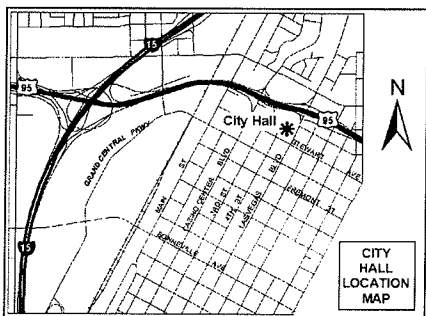
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Public Hearing Information

Meeting: Planning Commission
Date: August 09, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT
this Request

☐ I OPPOSE
this Request

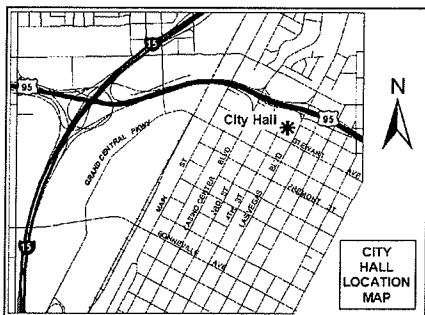
Please use available blank space on card for your comments.

ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT
this Request

☐ I OPPOSE
this Request

Please use available blank space on card for your comments.

ROC-42233 & VAR-42234

Planning Commission Meeting of 8/9/2011

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works *BIA*
CC: Nancy Almanzan, Right-of-Way; Dennis Moyer, Land Development; O. C. White, Traffic Engineering; Alan Riecki, Survey (FM, PM, & A's only)
Date: July 6, 2011
Re: **ROC-42233** Young Electric Sign Company 7408 W. Sahara Ave.
Request for a Review of Condition of a previously approved Rezoning (Z0050-90(5))

COMMENTS:

We have no comment on the request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] which required the submittal of a master sign plan to the department of community planning and development for review and approval prior to the issuance of building permits for any individual on-premise signs on 4.50 acres 7400-7580 West Sahara Avenue.

City of Las Vegas - Department of Planning.

Development Notification

PC Meeting: August 09, 2011

The following neighborhood associations are located within approximately one(1) mile of this development application and have been notified of this case by the Department of Planning:

ROC-42233

Aurora Estates HOA

Home Court Land HOA

Neighborhood Alliance NCG

Oasis Sierra Apartments

Plantea Court HOA

Rainbow Park NA

Sycamore Estates HOA

Sycamore Square I HOA

Via Olivero Springs HOA

A black and white photograph showing a dense, textured surface. The image is composed of numerous small, irregular, light-colored patches or fibers against a darker background, creating a complex, almost abstract pattern. The texture appears rough and uneven, with varying shades of gray and white. The overall effect is one of a highly detailed, tactile surface.

SAHARA AVE.

[illegible]

ELIZABETH & JOHN, FOR'S IN
7616 W. CHARLESTON BLVD
LAS VEGAS, NEVADA 89117
(702) 361-4412

(1972) 26.1-44.5

1601 E. FLAMINGO AVE. SUITE
LAS VEGAS, NEVADA 89119
(702) 503-4563

PROJECT - 01
 PARKING SPACES - 458
 PARKING SPACES - 15
 PARKING SPACES FOR 400 SQUARE FT - 100/1
 - AVAILABLE 2 1/2 SEC/1
 NUMBER OF BUILDINGS - 2
 NUMBER OF BUILDINGS - 1
 NUMBER OF BUILDINGS - 1
 NUMBER OF BUILDINGS - 1

[illegible]

PROPOSED WATER MAP

1997

CA

THE SW 1/4 OF SECTION 3, T 3
E 24N R 10E, CLARK COUNTY, NEVADA, MORE
OR LESS

2. NORTH 88°05'01" EAST, 334.68
T. 30.62 FEET, T-LEVEL NORTH
31 00'40"44" EAST, 002 40 FEET;

1

25

2

2

**SAHARA PROFESSIONAL PARK
(A COMMERCIAL SUBDIVISION)**

RECEIVED BY:  11-2-90

[illegible]

cc 1/2/91 along
PC-12/13/90 APP

100-101000-1000

VAR-42234 ROC-42233

RECEIVED
JUN 22 2011

CC

Report of All Selected Parcels

Case Number: VAR-42234 ; ROC-42233 Printed On: Wed: July 20, 2011

Owner	Address	Parcel Number
7650 WEST SAHARA L L C	%CUMORAH CREDIT UNION P O BOX 70060 LAS VEGAS NV 89170-0060	16303415009
ADAMS JAMES	2209 PURPLE MAJESTY CT LAS VEGAS NV 89117-2747	16303413002
ADAMS JAMES	2320 S PIONEER WY LAS VEGAS NV 89117-2739	16303403007
ALI DORA LIVING TRUST 2009	ALI BRYAN TRS 2565 S TENAYA LAS VEGAS NV 89117-2903	16310104003
AMERICANA-MARTIN L L C	3030 S HIGHLAND DR LAS VEGAS NV 89109-1047	16310110003
AMITY FARMS L P ETAL	7705 W SAHARA AVE LAS VEGAS NV 89117-2736	16310101004
AMPAR LTD-SERIES A	P O BOX 80476 LAS VEGAS NV 89180-0476	16310104006
ARIDI FAYSAL A & LAILA A	3840 COTILLION CT LAS VEGAS NV 89147-6827	16303403008
BANK U S NATIONAL ASSN TRS	%RECONTRUST CO 400 NATIONAL WAY SIMI VALLEY CA 93065-6414	16303306016
BANKHEAD STEPHEN	6811 LAREDO ST LAS VEGAS NV 89146-5119	16303403015
BARKAN BARRY F & MARY F LIV TR	BARKAN BARRY F & MARY F TRS 1911 LANGLEY ESTATES DR LAS VEGAS NV 89117-7914	16303801007
BARRETT TROY & KATHIE	7121 W CRAIG #113-141 LAS VEGAS NV 89129-6001	16303801002
BENSON & BERTOLODO L L C	7408 W SAHARA AVE LAS VEGAS NV 89117-2740	16303411014
BLUM ENTERPRISES L L C	P O BOX 81136 LAS VEGAS NV 89180-1136	16310515017
BUNKER T FAMILY TRUST	%S BUNKER P O BOX 82155 LAS VEGAS NV 89180-2155	16303403013
C & J B HOLDINGS L V L L C	5633 ARTESIA LAKE CT LAS VEGAS NV 89118-6033	16310111007
C & J B HOLDINGS L V L L C	5633 ARTESIA LAKE CT LAS VEGAS NV 89118-6033	16310111005
C A R S O N WEST L L C	%PORTFOLIO MGT 8270 GREENSBORO DR #950 MCLEAN VA 22102-4909	16310102003
C B G TRUST	DAVIES GAIL L TRS 2200 S PIONEER WY LAS VEGAS NV 89117-2701	16303403002
C M W J REVOCABLE TRUST	%V & M JONES 2717 SHADY POND WY LAS VEGAS NV 89117-0403	16310107007
CADDICK ARTHUR A P REV INTV TR	1017 TIOGUE AVE COVENTRY RI 02816-6100	16303402005
CARE & SHARE TRUST	WISHENGRAD ABRAHAM & ROBERTA TRS 7611 W LAREDO LAS VEGAS NV 89117-2934	16310105003
CASHMAN MORGAN & KAREN	2200 PURPLE MAJESTY CT LAS VEGAS NV 89117-2747	16303413005
CHIPPOLETTI BERNIE & B A FAM TR	CHIPPOLETTI BERNIE & BEVERLY TRS P O BOX 400213 LAS VEGAS NV 89140-0213	16310104005
CHURCH ROMAN CATHOLIC LAS VEGAS	%FIN DEPT P O BOX 18316 LAS VEGAS NV 89114-8316	16303404006
CHURCH ROMAN CATHOLIC LAS VEGAS	%FIN DEPT P O BOX 18316 LAS VEGAS NV 89114-8316	16303806001
CRABTREE REALTY L L C	2005 LAKE POINT WY LOUISVILLE KY 40223-4235	16303411015
CREMER JAMES R & DONALD C	215 SIGNAL HILL PT S W CALGARY AB T3H2X6 CANADA	16303401005
CROFT ENAS S & WILLIAM L	2275 S PIONEER WY LAS VEGAS NV 89117-2702	16303402006
D & K TRUST	ULTICHNY DANIEL M & KRISTINE Z 7380 OBANNON DR LAS VEGAS NV 89117-2012	16303306017
DAVIS WAYMON L & CLARA A	11923 S WESTERN AVE BLUE ISLAND IL 60406-1116	16303403004
DELUCA BUILDING L L C	4095 ABERNETHY FOREST PL LAS VEGAS NV 89141-4335	16303412013

Report of All Selected Parcels

Owner
 DEMETRO RICHARD
 DOUGAN KIRK & CHARLOTTE LEE
 ELKAL2 INVESTMENTS LLC
 ELLSWORTH PAULA
 ESQUIVAS MIGUEL V
 ESSA FAMILY TRUST
 EYES ON SAHARA L L C
 F W I L L C
 FAJARDO FAMILY REVOCABLE LIV TR
 FLANGAS ALBERT A & TRUDI
 GIBBS FAMILY TRUST
 GLENCOE PROPERTIES INC
 GOLDEN VIEW DEVELOPMENT L L C
 GOTTLIEB LEWKOWICZ LIV TR ETAL
 GRAHAM SARA B & SARA W
 GREENWALT RONALD L & TONIA K
 GRONVOLD LAURA S LIVING TRUST
 HAAS IRREVOCABLE TRUST
 HAGER FAMILY TRUST
 HARVARD OXFORD L L C
 HIRABAYASHI NANCY S TRUST
 ICHI UNO L L C
 J U A B L L C
 JONES FLETCHER JR FAMILY L P
 KESAR JEFFREY & LORI
 KLEIN GREGORY & IRENE REV LIV TR
 KORHONEN ROBERTA E & WALTER J
 KREICK EDWARD & MARY D
 LAND EDWARD C II & ANN MARIE
 LIM NESTOR
 LONG RICHARD & VICTORIA R
 LOPEZ MARIA E

Case Number:	VAR-42234	Printed On: Wed: July 20, 2011
Address	Parcel Number	
100 CHESTNUT ST CHERRY HILL NJ 08002-1809	16303402021	
2271 S MONTE CRISTO WY LAS VEGAS NV 89117-2713	16303403011	
N Y PROPERTIES LLC 940 WEST WASHINGTON LOS ANGELES CA 90015-3312	16303402017	
7372 LAREDO ST LAS VEGAS NV 89117-2908	16310104008	
1818 E PALMAIRE AVE PHOENIX AZ 85020-5533	16303413007	
ESSA JOSEPH CARL & LAURA ANN TRS 2220 VILLEFORT CT LAS VEGAS NV 89117-2770	16303416001	
%F SCHNIDER 7545 W SAHARA AVE #100 LAS VEGAS NV 89117-2755	16310103004	
8414 WEST FARM RD #180-581 LAS VEGAS NV 89131-8170	16303412011	
FAJARDO ANGEL JR & ELIZABETH TRS 7350 OBANNON DR LAS VEGAS NV 89117-2012	16303306018	
7385 LAREDO ST LAS VEGAS NV 89117-2907	16310107002	
GIBBS F ROLLIE & DONNA J TRS 7345 LAREDO ST LAS VEGAS NV 89117-2907	16310107005	
7432 W SAHARA AVE #103 LAS VEGAS NV 89117-2769	16303411005	
7816 WATERFALLS AVE LAS VEGAS NV 89128-6707	16303415007	
GOTTLIEB EMANUEL TRS ETAL P O BOX 6650 BEVERLY HILLS CA 90212-6650	16310101024	
2230 S PIONEER WY LAS VEGAS NV 89117-2701	16303403005	
7500 W SAHARA AVE LAS VEGAS NV 89117-2742	16303412009	
GRONVOLD LAURA S TRS 2615 S MONTE CRISTO WY LAS VEGAS NV 89117-2948	16310106003	
HAAS DAVID K & MARIAN C TRS 2110 HOMEVIEW CT LAS VEGAS NV 89117-2038	16303311006	
HAGER BRADLEY C & MARCIA V TRS 1630 HARDROCK ST LAS VEGAS NV 89156-7104	16303402022	
NEWMAN ARNOLD C L L C 2799 E TROPICANA #H LAS VEGAS NV 89121-7305	16310106009	
HIRABAYASHI NANCY S TRS 2225 VILLEFORT CT LAS VEGAS NV 89117-2770	16303416009	
7225 CRANDON PARK AVE LAS VEGAS NV 89131-4328	16310515014	
8709 CASTLE VIEW AVE LAS VEGAS NV 89129-8317	16303415008	
7300 W SAHARA AVE LAS VEGAS NV 89117-2756	16303404020	
2204 PURPLE MAJESTY CT LAS VEGAS NV 89117-2747	16303413006	
KLEIN GREGORY M & IRENE M TRS 2290 S TENAYA WY LAS VEGAS NV 89117-2722	16303801006	
7362 LAREDO ST LAS VEGAS NV 89117-2908	16310104007	
7392 LAREDO ST LAS VEGAS NV 89117-2908	16310104010	
7365 LAREDO ST LAS VEGAS NV 89117-2907	16310107004	
2211 S TENEYA WY LAS VEGAS NV 89117-2721	16303404016	
7260 VIA OLIVERO AVE LAS VEGAS NV 89117-2843	16303801008	
NEWELL GARY S 7382 LAREDO ST LAS VEGAS NV 89117-2908	16310104009	

Report of All Selected Parcels

Owner

Address

Case Number: VAR-42234

Printed On: Wed: July 20, 2011

Parcel Number

LORRAINE-WALD FAMILY TRUST	WALD JOHN BERNARD TRS 2909 COAST LINE CT LAS VEGAS NV 89117-3525	16310111006
M S E L L C	7440 W SAHARA AVE LAS VEGAS NV 89117-2740	16303411009
MACDONALD MICHAEL A	RAMIREZ NORMA M 7465 LAREDO ST LAS VEGAS NV 89117-2930	16310106002
MAIGBE TRUST	AIGBE MICHAEL TRS P O BOX 71531 LAS VEGAS NV 89170-1531	16310515021
MARTIN LEROY E & CATHY S	7335 LAREDO ST LAS VEGAS NV 89117-2907	16310107006
MAXIMUM PROPERTIES LTD	11540 SNOW CREEK AVE LAS VEGAS NV 89135-1668	16303411012
MENON ARVIND A & REMA	2231 S TENAYA WY LAS VEGAS NV 89117-2721	16303404007
MEYERS AMANDA C & JOSHUA P	&R MAXEY 10390 DESIGNATA AVE LAS VEGAS NV 89135-2589	16303801003
MIKULICH MARY ANN	2201 S TIOGA WY LAS VEGAS NV 89117-2735	16303401001
MILLER DONALD B & AMIE	7670 W SAHARA AVE LAS VEGAS NV 89117-2796	16303415003
MOHTASHAMI FAMILY 2007 TRUST	MOHTASHAMI SAEID S TRS 12 VIA DIAMANTE NEWPORT COAST CA 92657-1624	16303412010
MONTE CRISTO EST HOWNERS ASSN	2555 W CHEYENNE AVE NO LAS VEGAS NV 89032-8211	16303417001
MONTTE CRISTO PLAZA INC	%EQUITY GROUP 8367 W FLAMINGO #201 LAS VEGAS NV 89147-4153	16310104001
MONTGOMERY RUBY	2201 TENAYA WY LAS VEGAS NV 89117-2721	16303404011
NELSON BARB PROPERTIES LTD	1124 SE SENTRY DR COLLEGE PLACE WA 99324-4007	16303411007
O S M 7281 L L C	%A BASCHARON 143 LOS LOGOS DR BLOOMINGDALE IL 60108-3047	16310515013
OEHLER 1992 TRUST	OEHLER ROBERT J & MARLYN CO-TRS 2115 S TENAYA WY LAS VEGAS NV 89117-2008	16303306010
OLSEN ROY	7631 W LAREDO ST LAS VEGAS NV 89117-2934	16310105001
ORTEGA LUIS CARLOS O	TIBAJIA-ORTEGA MARIA CHRISTINA B 7370 OBANNON DR LAS VEGAS NV 89117-2012	16303306015
P T T INVESTMENTS L L C	1807 SALESOSO DR ROWLAND HEIGHTS CA 91748-4164	16310515002
PARENTE NANCY L LIVING TRUST	PARENTE NANCY L TRS 2240 VILLEFORT CT LAS VEGAS NV 89117-2770	16303416002
PARNELL RICHARD B	2265 VILLEFORT CT LAS VEGAS NV 89117-2770	16303416007
PERSINGER DWIGHT	2212 PURPLE MAJESTY CT LAS VEGAS NV 89117-2747	16303413008
PHILLIPS JUERGEN & LINDA M	7430 VIA OLIVERO AVE LAS VEGAS NV 89117-2709	16303403010
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315015
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315034
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315008
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315014
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315009
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315010
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315023
PLASIM HOMES L L C	7422 YONNIE CT LAS VEGAS NV 89117-2159	16303315016

Report of All Selected Parcels

Case Number: VAR-42234

Printed On: Wed: July 20, 2011

Owner	Address	Parcel Number
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315022
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315025
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315013
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315026
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315012
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315011
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315024
PLASIM HOMES L L C	7422 YONIE CT LAS VEGAS NV 89117-2159	16303315021
PURPLE TRUST	2213 PURPLE MAJESTY CT LAS VEGAS NV 89117-2747	16303413001
RHAMY DAVID K 2005 LIVING TRUST	7450 VIA OLIVERO AVE LAS VEGAS NV 89117-2709	16303403009
ROBERTSON FAMILY TRUST	ROBERTSON KEITH & REBECCA J TRS 7340 OBANNON DR LAS VEGAS NV 89117-2012	16303306012
ROOT TRUST	ROOT THOMAS M JR & JANE M TRS 2205 PURPLE MAJESTY CT LAS VEGAS NV 89117-2747	16303413003
RUBIO GEORGE	2250 S TENAYA ST LAS VEGAS NV 89117-2722	16303801005
RUSSELL RICHARD F	2221 S TIOGA WY LAS VEGAS NV 89117-2735	16303401003
S COSMOS INC	%M SUNADOMARI 8550 W DESERT INN RD #102-166 LAS VEGAS NV 89117-4401	16310111004
SAHARA & TENAYA L L C	7259 W SAHARA AVE #120 LAS VEGAS NV 89117-2853	16310515012
SAHARA PROPERTIES L L C	7901 OBANNON DR LAS VEGAS NV 89117-1979	16303404003
SALLY URI	P O BOX 34480 LAS VEGAS NV 89133-4480	16303416004
SANDERS KEITH E & PHYLLIS A	2291 S PIONEER WY LAS VEGAS NV 89117-2702	16303402008
SANTORA TIMOTHY R	ADAMSKI GARY E 2135 S TENAYA WY LAS VEGAS NV 89117-2008	16303306011
SHERIDAN ROXANNE W	33 MILLER AVE SAUSALITO CA 94965-2039	16303402007
SIKORSKI FAMILY TRUST	SIKORSKI HENRY A & TONI M TRS 2245 VILLEFORT CT LAS VEGAS NV 89117-2770	16303416008
SILVAGGIO ALBERT A & I W TRS	5354 ALTADONNA AVE LAS VEGAS NV 89141-3933	16310110002
SILVER STATE FORD	2121 E SAHARA AVE LAS VEGAS NV 89104-4117	16303805002
SLADE HEATHER	2575 S TENAYA WY LAS VEGAS NV 89117-2903	16310104004
SPARKS INVESTMENTS L L C	7424 W SAHARA AVE LAS VEGAS NV 89117-2740	16303411013
STEPHENS KYLE J & JULIA H FAM TR	STEPHENS KYLE J & JULIA A H TRS 2231 S MONTE CRISTO WY LAS VEGAS NV 89117-2713	16303403012
STERLING PARK OWNERS ASSOCIATION	7440 W SAHARA AVE LAS VEGAS NV 89117-2740	16303411010
STERLING PARK WEST OWNERS ASSOC	%MDL GROUP %D CIELIESZ 3065 S JONES BLVD #201 LAS VEGAS NV 89146-6780	16303412012
STERLING PARK WEST OWNERS ASSOC	%MDL GROUP 3065 S JONES #201 LAS VEGAS NV 89146-6780	16303412007
STORAGE PORTFOLIO BRAVO II L L C	%PTA-EX #820 P O BOX 320099 ALEXANDRIA VA 22320-4099	16310103003
SUPERIOR ENGINEERING SERVICES	7464 W SAHARA AVE LAS VEGAS NV 89117-2740	16303411011

Report of All Selected Parcels

Owner	Case Number:	VAR-42234	Printed On: Wed: July 20, 2011
Address	Parcel Number		
TAHOE INDUSTRIES INC	3939 HOWARD HUGHES #530 LAS VEGAS NV 89109	16303413004	
TANNER DAVID L & CHARLOTTE C	2111 HOMEVIEW CT LAS VEGAS NV 89117-2039	16303311007	
TEEPE DANA CASON	2285 VILLEFORT CT LAS VEGAS NV 89117-2770	16303417002	
TENAYA PROPERTIES L L C	%L PILLON P O BOX 401613 LAS VEGAS NV 89140-1613	16303404015	
THOMAS DELMON RAY	7375 LAREDO ST LAS VEGAS NV 89117-2907	16310107003	
THREE BROTHERS PTYS L L C	7601 LAREDO ST LAS VEGAS NV 89117-2934	16310105004	
TOFIGH FEREDDOON & SUSAN	2231 S TIOGA WY LAS VEGAS NV 89117-2735	16303401004	
TRUSTEE CLARK COUNTY TREASURER	%BARCELON SIDNEY J & JAMECE H 2270 S PIONEER WY LAS VEGAS NV 89117-2701	16303403006	
VANACKEREN GARY	1133 ST FRANCIS DR CONCORD CA 94518-1631	16303411016	
VEGA JAMES	MUCCIO-VEGA MARIA L 2211 S MONTE CRISTO WY LAS VEGAS NV 89117-2713	16303403014	
VICZKO GABOR J	2210 PIONEER WY LAS VEGAS NV 89117-2701	16303403003	
VILLAGE CENTER INVESTMENTS L L C	%W FISHER/ROCHE CONSTR 361 71ST AVE GREELEY CO 80634-9782	16303415004	
W A SOMERSET PARK 1 L L C ETAL	%WA SOMERSET PARK ACQUISITIONS 6725-116TH AVE NE #150 KIRKLAND WA 98033-8456	16303402015	
W C A ENTERPRISES L L C	3225-A S RAINBOW BLVD #102 LAS VEGAS NV 89146-6216	16310101025	
WENZINGER JOSEPH N & ELLEN M	7395 LAREDO ST LAS VEGAS NV 89117-2907	16310107001	
WESTERN TRUST 1991	CORPORATE TRUST BVI LTD TRS %J DAWSON 300 S FOURTH ST #1700 LAS VEGAS NV 89101-6000	16310104002	
WILKINS FAMILY TRUST	WILKINS EDGAR A & SARA TRS %D BUTCHER ASSOCIATES 1690 W SHAW #220 FRESNO CA 93711-3519	16303412006	
WILKINS FAMILY TRUST	WILKINS EDGAR A & SARA TRS %D BUTCHER ASSOCIATES 1690 W SHAW #220 FRESNO CA 93711-3519	16303411003	
WILLIAMS ANTHONY J & ANNA	7451 O BANNON DR LAS VEGAS NV 89117-2035	16303403001	
WINNER PROPERTIES L L C	9601 ORIENT EXPRESS CT LAS VEGAS NV 89145-8701	16303415006	
WOOD FAMILY TRUST	WOOD MICHAEL PAUL & PAULA C TRS 2100 HOMEVIEW CT LAS VEGAS NV 89117-2038	16303311005	
WOOFER ROY A SEPARATE PTY TR	WOOFER ROY A TRS 2655 S MONTE CRISTO WY LAS VEGAS NV 89117-2948	16310106004	
WOYWOD BERT & HARRIET REV LIV TR	WOYWOD BERT & HARRIET TRS 2260 VILLE FORT CT LAS VEGAS NV 89117-2770	16303416003	
YELLOW CANYON HOLDINGS L L C	3395 S JONES BLVD #144 LAS VEGAS NV 89146-6729	16303801004	

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM REQUEST FOR COMMENT

FROM: DEPARTMENT OF PLANNING

ROC-42233

HAND DELIVERED

*DEVELOPMENT COORDINATION (DPW)	ROGER BAILEY	DSC - 7 th Floor
FIRE ENGINEERING	KEN MILLER	DSC - 5 th Floor
*FLOOD CONTROL (DPW)	ALBERT SUNG	DSC - 8 th Floor
*LAND DEVELOPMENT (DPW)	DAVID GUERRA	DSC - 2 nd Floor
PERMITS/ INSPECTIONS	ROD CLARK	DSC - 1 st Floor
*RIGHT-OF-WAY (DPW)	MARY WULFF	DSC - 8 th Floor
*SANITARY SEWERS (DPW)	JOE PEÑA	DSC - 7 th Floor
*SURVEY (DPW)	ALAN RIEKKI	DSC - 8 th Floor
*TEFO (DPW)	REBECCA WHITLOCK	WSC-3001 RONEMUS
*TRAFFIC ENGINEERING (DPW)	RICK SCHROEDER	DSC - 8 th Floor

ROUTED ELECTRONICALLY

<CCSD>	LINDA PERRI	4190 McLeod Drive, 2 nd Floor
METRO	BRIAN O'CALLAGHAN	7 th FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	TOM BURKART	2 nd FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2nd FLOOR CITY HALL
*SID (DPW)	PATRICK MURPHY	420 N. FOURTH STREET

*** ONLY THOSE INDICATED WITH A STAR ARE TO BE ROUTED TO ROGER BAILEY, SR. ENG. ASSOC. ALL OTHER DIVISIONS PLEASE ROUTE YOUR COMMENTS DIRECTLY TO THE PLANNING AND DEVELOPMENT DEPARTMENT < US MAIL DELIVERY>**

ROC
06/23/2011

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax

VAR-42234 - VARIANCE - PUBLIC HEARING - APPLICANT: YOUNG ELECTRIC SIGN COMPANY - OWNER: BENSON & BERTOLDO, LLC - For possible action on a request for a Variance TO ALLOW A 25-FOOT TALL FREESTANDING SIGN TO HAVE A ZERO-FOOT SETBACK WHERE FIVE FEET IS REQUIRED on 0.32 acres at 7408 West Sahara Avenue (APN 163-03-411-014), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

ROC-42233 - REVIEW OF CONDITION RELATED TO VAR-42234 - PUBLIC HEARING - APPLICANT: YOUNG ELECTRIC SIGN COMPANY - OWNER: STERLING PARK OWNERS ASSOCIATION - For possible action on a request for a Review Condition to delete Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH REQUIRED THE SUBMITTAL OF A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres 7400-7580 West Sahara Avenue (APNs 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) and P-R (Professional Office and Parking) Zones, Ward 1 (Tarkanian).

PLANNING COMMISSION: **AUGUST 9, 2011**

CITY COUNCIL: **SEPTEMBER 7, 2011**

PLANNING SUPERVISOR: **STEVE GEBEKE**



PUBLIC HEARING

Comments Due: **JULY 8, 2011**

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to **Carman Burney** (cburney@lasvegasnevada.gov), the Agenda Tech responsible for this case. If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.

LIST COMMENTS BELOW:

Report Date 06/23/2011 04:02 PM

Submitted By

Page 1

A/P # 42233 REVIEW OF CONDITION

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	06/22/2011 09:44	983510	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

Type of Work	# Plans	0	Declared Valuation	0.00
Dept of Commerce	# Plans	0	Calculated Valuation	0.00
Priority	☒ Auto Reviews	Bill Group	Actual Valuation	0.00

Description of Work

ROC-42233 - REVIEW OF CONDITION RELATED TO VAR-42234 - PUBLIC HEARING - APPLICANT: YOUNG ELECTRIC SIGN COMPANY - OWNER: STERLING PARK OWNERS ASSOCIATION - For possible action on a request for a Review Condition to modify Condition Number 2 of an approved Plot Plan and Building Elevation Review [Z-0050-90(5)] WHICH STATED SUBMIT A MASTER SIGN PLAN TO THE DEPARTMENT OF COMMUNITY AND PLANNING AND DEVELOPMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY INDIVIDUAL ON-PREMISE SIGNS on 4.50 acres 7400-7580 West Sahara Avenue (APNs: 163-03-411-003; 005; 007; 009 through 016), C-1 (Limited Commercial) Zone and P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian).

Parent A/P #	H99908733	Project/Phase Name	SAHARA PROFESSIONAL PARK	Phase #	
Project #	42233	Size Description		Subdivision Code	
Size/Area	0.00	Proposed Stop		% Completed	0.00
Proposed Start					
% Complete Formula					

Property/Site Information

Parcel 16303412006

Location

Owner/Tenant

Contact ID	AC801103	Name	WILKINS FAMILY TRUST	Organization	% D BUTCHER ASSOCIATES
Mailing Address	1690 W SHAW #220			State/Province	CA
City	FRESNO			Country	☐ Foreign
ZIP/PC	93711-3519			Evening Phone	
Day Phone				Mobile #	
Fax					

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

7548 W SAHARA AVE
LAS VEGAS, 89117-

7560 W SAHARA AVE
LAS VEGAS, 89117-

7530 W SAHARA AVE 103
LAS VEGAS, 89117-

7530 W SAHARA AVE 104
LAS VEGAS, 89117-

Report Date 06/23/2011 04:02 PM

Submitted By

Page 2

Address	Parcel Link	A/P Link
---------	-------------	----------

7530 W SAHARA AVE 105
LAS VEGAS, 89117-

7530 W SAHARA AVE 106
LAS VEGAS, 89117-

7530 W SAHARA AVE 107
LAS VEGAS, 89117-

7530 W SAHARA AVE 108
LAS VEGAS, 89117-

7530 W SAHARA AVE 109
LAS VEGAS, 89117-

7548 W SAHARA AVE 101
LAS VEGAS, 89117-

7548 W SAHARA AVE 102
LAS VEGAS, 89117-

7560 W SAHARA AVE 101
LAS VEGAS, 89117-

7560 W SAHARA AVE 103
LAS VEGAS, 89117-

7560 W SAHARA AVE 105
LAS VEGAS, 89117-

7560 W SAHARA AVE 107
LAS VEGAS, 89117-

7560 W SAHARA AVE 108
LAS VEGAS, 89117-

7560 W SAHARA AVE 102
LAS VEGAS, 89117-

7530 W SAHARA AVE
LAS VEGAS, 89117-

7530 W SAHARA AVE 101
LAS VEGAS, 89117-

Report Date 06/23/2011 04:02 PM

Submitted By

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A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

16303412006
16303412007
16303412009
16303412010
16303412011
16303412012
16303412013

Applicants/Contacts

Primary	N	Capacity	OWNER	Contact ID	AC801103 ☐ Foreign
Effective		Expire			
Name	WILKINS FAMILY TRUST				
Day Phone		Eve Phone		Organization	% D BUTCHER ASSOCIATES
Pager		PIN #		Position	WILKINS EDGAR A & SARA TRS
Fax		Mobile		Profession	
E-Mail					
Address	1690 W SHAW #220 FRESNO, CA 93711-3519				
Seasonal Addr					

Valid From To

Comments No Comments
CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License #	Percent Owned	Waiver	Health Card	Director Letter	Original Transcripts
Orientation Attended					

There are no items in this list

Report Date 06/23/2011 04:02 PM

Submitted By

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Applicants/Contacts

Primary Effective Y Capacity OTHER Other REP Contact ID AC1290129 ☐ Foreign
Name YOUNG ELECTRIC SIGN COMPANY (YESCO)
Day Phone (702)497-5285 x Eve Phone Organization
Pager PIN # Position
Fax (702)944-4500 Mobile Profession
E-Mail
Address 5119 S. CAMERON STREET
LAS VEGAS, NEVADA 89118
Seasonal Addr

Valid From To
Comments No Comments
CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License # Percent Owned Waiver Health Card Director Letter Original Transcripts
Orientation Attended

There are no items in this list

Contractors

No Contractors

Item Description

Item Status

Check Fees	Fees Successful
NOTIFICATION & ADVERTISING FEE (\$500.00)	Paid
PROCESSING FEE (\$300.00)	Paid
RECORDING OF NOTICE OF ZONING ACTION (\$30.00)	Paid
Check Inspections	Inspections Successful
Check Reviews	Reviews Failed
451361 B&S PLAN #1 (BUILDING&SAFETY PLAN REVIEW)	Incomplete
451362 DEVCO #1 (DEVELOPMENT COORDINATION)	Incomplete
451374 ENGDESIGN #1 (CAPITAL PROJECT MANAGEMENT)	Incomplete
451364 FIRE COMM #1 (FIRE COMMUNICATION)	Incomplete
451373 FIRE ENG #1 (FIRE PROTECTION ENGINEERING)	Incomplete
451372 FLOOD #1 (FLOOD CONTROL)	Incomplete
451371 LAND DEV #1 (LAND DEVELOPMENT)	Incomplete
451363 NEIGH P&S #1 (NEIGHBORHOOD PLAN & SUPPORT)	Incomplete

Report Date 06/23/2011 04:02 PM

Submitted By

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Item Description	Item Status
451366 ROW #1 (RIGHT-OF-WAY)	Incomplete
451368 SEWER #1 (COLLECTION SYSTEMS PLANNING)	Incomplete
451367 SID #1 (SPECIAL IMPROVEMENT DISTRICT)	Incomplete
451369 SURVEY #1 (SURVEY)	Incomplete
451365 TEFO #1 (TRAFFIC ENG FIELD OPERATIONS)	Incomplete
451370 TRAFFIC #1 (TRAFFIC ENGINEERING)	Incomplete
Check Conditions	Conditions Successful
Z-LEGAL (LEGAL DONE?)	No affect on stage
Check Alert Conditions	Alert Conditions Failed
(PT-SIZE OF NOTIFICATION AREA)	
(AT-COMPLETE DRT PROCESS)	
(PT-ENTER THE # OF LABELS)	
(PT-NOTIFICATION MAP DATE)	
(AT-ROUTE PLANS FOR REVIEW)	
(AT-SEND PUB HEARING NOTICE)	
(STAFF RECOMMENDATION)	
(ASSIGN CASE TO A PLANNER)	
(AT-SEND TO REVIEW JOURNAL)	
Check Licenses	Not Checked
Check Children Status	Children Successful
Check Open Cases	0

Fees	Status	Paid Date	Amount
NOTIFICATION & ADVERTISING FEE	P	06/22/2011 09:58	500.00
RECORDING OF NOTICE OF ZONING ACTION	P	06/22/2011 09:58	30.00
PROCESSING FEE	P	06/22/2011 09:58	300.00
Total Unpaid		0.00	Total Paid 830.00

Inspections

There are no Inspections for this Report

Review Activities Review # Comments	Review Type	#	Status	Waived	Issued	Started	Completed	Comp By
451361	B&S PLAN	1	Incomplete	☐	06/23/2011 16:02			
451362	DEVCO	1	Incomplete	☐	06/23/2011 16:02			
451363	NEIGH P&S	1	Incomplete	☐	06/23/2011 16:02			
451364	FIRE COMM	1	Incomplete	☐	06/23/2011 16:02			
451365	TEFO	1	Incomplete	☐	06/23/2011 16:02			
451366	ROW	1	Incomplete	☐	06/23/2011 16:02			
451367	SID	1	Incomplete	☐	06/23/2011 16:02			
451368	SEWER	1	Incomplete	☐	06/23/2011 16:02			

Report Date 06/23/2011 04:02 PM

Submitted By

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Review Activities Review # Comments	Review Type	#	Status	Waived	Issued	Started	Completed	Comp By
451369	SURVEY	1	Incomplete	☐	06/23/2011 16:02			
451370	TRAFFIC	1	Incomplete	☐	06/23/2011 16:02			
451371	LAND DEV	1	Incomplete	☐	06/23/2011 16:02			
451372	FLOOD	1	Incomplete	☐	06/23/2011 16:02			
451373	FIRE ENG	1	Incomplete	☐	06/23/2011 16:02			
451374	ENGDESIGN	1	Incomplete	☐	06/23/2011 16:02			

Activity Review Details

Detail SUBMITTAL CHECKLIST (ROC)

Modified By BSTICKA

Modified Date/Time 06/22/2011 09:42

Comments

No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

- | | |
|--|-----------------------------------|
| Y Application/Petition Form | Y Floor Plan (1 Folded, 1 Rolled) |
| Y Justification Letter | Y Laser Print Site Plan |
| Y Site Plan (6 Folded Blue Lines, 1 Rolled Color) | Y Laser Print Floor Plan |
| Y Landscape Plan | Y Laser Print Elevation |
| Y Building Elevations (1 Folded, 1 Rolled Colored) | Y Statement of Financial Interest |
| Y Copy of Approval Letter | |
| Y Business Licensing Requirements Met | |
| N Business License Exempt | |

Check Conditions Condition Supervisor Required	Approval Approval Required	Approved By Comments	Approved Date	Applied By	Applied Date	Assigned
Z-LEGAL N				983510	06/22/2011 09:44	

Project #	A/P Type	Status	Stage	Relation
No children exist for this project				

Planning Condition	Description	Effective	Expire	Comments
There is no planning condition for this project.				

Report Date 06/23/2011 04:02 PM

Submitted By

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REVIEW OF CONDITION

Will this go to City Council? Will this go DIRECTLY to City Council?^N

Parent Application Type SDR

Is there a condition of approval for a Required Review?

Parent Project # H99908728

If yes, when does it need to be reviewed?

Hearing Type

Public, Non-Public, Admin?^{PUBLIC}

Staff Recommendation

^N Is this an Alcohol related Application?

Meeting Information

Meeting Information

Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified By	Modified Date	YES Votes	NO Votes	ABSTENTIONS
08/09/2011	PC	SCHEDULED		0	0	0
BSTICKA	06/22/2011					

Template Type A/P #	A/P Type	Status	Stage
---------------------	----------	--------	-------

No children exist for this project

Employee Employee ID	Last	First	MI	Comments
-------------------------	------	-------	----	----------

No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
---------------------------	-------------	------------	-------	------	-------

PAYMNT	CO NAME WHO PICKED UP CONTACT#	970040	06/22/2011 10:00		0.00
RICH HINSHAW, 702.497.5285; BENSON & BERTOLDO LLC CK 8213, 702.228.2600					

No Model Home Details



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions
 Project Address (Location) 7400-7488 West Sahara
 Project Name 7400-7488 Signage Proposed Use Buisness Park
 Assessor's Parcel #(s) 16303411-003,005,007,009 thru 016 Ward # 1
 General Plan: existing C-1 proposed _____ Zoning: existing C-1 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 4.50 Lots/Units _____ Density _____
 Additional Information Review of Conditions- to remove item #2 for a MSP from RE: Z-50-90
 Plot Plan and Building review _____

PROPERTY OWNER Sterling Park Owners Assoc. Contact Roger Freeman
 Address 7464 W. Sahara Phone: (702) 363-2245 Fax: _____
 City Las Vegas State Nv. Zip 89117
 E-mail Address superior-engineering@earthlink.net

APPLICANT Young Electric Sign Company Contact Rich Hinshaw
 Address 5119 S. Cameron St Phone: (702) 497-5285 Fax: (702) 944-4500
 City Las Vegas State Nv. Zip 89118
 E-mail Address rhinshaw@yesco.com

REPRESENTATIVE Young Electric Sign Company Contact Rich Hinshaw
 Address 5119 S. Cameron St Phone: (702) 497-5285 Fax: (702) 944-4500
 City Las Vegas State Nv. Zip 89118
 E-mail Address rhinshaw@yesco.com

Property Owner Signature* [Signature]

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROGER L. FREEMAN

Subscribed and sworn before me

This 17 day of June, 20 11.

Melissa Wilhelm

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case #	<u>LC-42233</u>
Meeting Date:	<u>8/9/11</u>
Total Fee:	<u>\$530</u>
Date Received:*	<u>6/23/11</u>
Received By:	<u>[Signature]</u>

RECEIVED
JUN 22 2011

*This application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions
 Project Address (Location) 7548-7580 West Sahara
 Project Name 7548-7580 Signage Proposed Use Buisness Park
 Assessor's Parcel #(s) 16303412-006,007,009,010,011,012,013 Ward # 1
 General Plan: existing C-1 proposed _____ Zoning: existing C-1 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 4.52 Lots/Units _____ Density _____
 Additional Information Review of Conditions- to remove item #2 for a MSP from RE: Z-50-90
Plot Plan and Building review

PROPERTY OWNER Sterling Park W. Owners Assoc. Contact Ronald Greenawalt
 Address 7500 W. Sahara Phone: 368-8989 Fax: 363-3573
 City Las Vegas State Nv. Zip 89117
 E-mail Address greenawalt.chiropractic@gmail.com

APPLICANT Young Electric Sign Company Contact Rich Hinshaw
 Address 5119 S. Cameron St Phone: (702) 497-5285 Fax: (702) 944-4500
 City Las Vegas State Nv. Zip 89118
 E-mail Address rhinshaw@yesco.com

REPRESENTATIVE Young Electric Sign Company Contact Rich Hinshaw
 Address 5119 S. Cameron St Phone: (702) 497-5285 Fax: (702) 944-4500
 City Las Vegas State Nv. Zip 89118
 E-mail Address rhinshaw@yesco.com

Property Owner Signature* [Signature]
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Ronald L. Greenawalt DC, F40

Subscribed and sworn before me
 This 17th day of June, 20 11.

[Signature]

Notary Public for said CLARK State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	<u>20C-42233</u>
Meeting Date:	<u>8/19/11</u>
Total Fee:	<u>\$830</u>
Date Received:	<u>8/22/11</u>
Received By:	<u>[Signature]</u>

RECEIVED
 JUN 22 2011

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-42233** APN: 16303412-006,007,009,010 thru 013

Name of Property Owner: Sterling Park West Owners Association

Name of Applicant: Young Electric Sign Comapny

Name of Representative: Rich Hinshaw

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: Ronald L. Green

Subscribed and sworn before me

This 12th day of June, 20 11

Lucille Larosee
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-42233** APN: 16303411-003,005,007,009 thru 016

Name of Property Owner: Sterling Park Owners Association

Name of Applicant: Young Electric Sign Company

Name of Representative: Rich Hinshaw

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: ROGER L. FREEMAN

Subscribed and sworn before me

This 17 day of June, 2011

Melissa Wilhelm
Notary Public in and for said County and State





Las Vegas Division

5119 South Cameron Street
Las Vegas, Nevada 89118

702-876-8080 Telephone
702-944-4500 Fax

**Review of Conditions
Justification Letter**

As the representative for the Sterling Park Owners Association and the Sterling Park West Owners Association, we would like to have the Removal of Conditions considered for Item #2 on Z-50-90-Plot Plan and Building Elevation Review.

The request is for the removal of the Master Sign Plan submittal. There was never a Master Sign Plan submittal executed for the project, even though signs have been permitted for the site. Any future signage will have to conform to Chapter 19.14 Sign Standards. The property today would not require a Master Sign Plan.

Please consider our request to remove this condition.

Sincerely,

A handwritten signature in cursive script that reads 'Rich Hinshaw'.

Rich Hinshaw

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ROC-42233

www.yesco.com

MAYOR
JAN LAVERTY JONES

COUNCILMEN
BOB NOLEN
ARNIE ADAMSEN
SCOTT HIGGINSON
FRANK HAWKINS JR.



CITY of LAS VEGAS

September 28, 1993

Sterling Limited Partnership II
2300 Paseo Del Prado, B-310
Las Vegas, Nevada 89102

RE: Z-50-90 - PLOT PLAN AND BUILDING ELEVATION REVIEW

Gentlemen:

Your request for a Plot Plan and Building Elevation Review on property located on the north side of Sahara Avenue, approximately 660 feet west of Tenaya Way, N-U Zone (under Resolution of Intent to P-R), was considered by the Planning Commission on September 23, 1993.

The Planning Commission unanimously voted to APPROVE your request, subject to the following:

1. Conformance to all applicable original Conditions of Approval and all applicable subsequent Conditions of Approval for this project.
2. Submit a Master Sign Plan to the Department of Community Planning and Development for review and approval prior to the issuance of building permits for any individual on-premise signs.
3. Record a Joint Access Agreement across the parcels to ensure vehicular access is provided to the north portion of the Phase II site concurrent with the construction of Building No. 2 unless a Commercial Subdivision Map is recorded for the Building No. 2 site as required by the Department of Community Planning and Development. The agreement shall remain in force until such time as direct access is provided to Sahara Avenue for the remainder of the Phase II site.
4. The full width of the driveway on the east edge of this property shall be constructed concurrent with Phase I of this site as required by the Department of Public Works.
5. Driveways shall be designed and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.
6. Conformance to the plot plan and building elevations.

- Continued -

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TO: Sterling Limited Partnership II
RE: Z-50-90

September 28, 1993
Page Two

This action by the Planning Commission is final.

Sincerely,

DEPARTMENT OF COMMUNITY
PLANNING AND DEVELOPMENT
NORMAN R. STANDERFER, DIRECTOR



ROBERT S. GENZER
PRINCIPAL PLANNER

NRS:RSG:rlr

cc Engineers & Surveyors, Inc.
7018 West Charleston Boulevard
Las Vegas, Nevada 89117

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STERLING PARK OWNERS ASSOCIATION

Business Entity Information

Status:	Active	File Date:	6/15/1995
Type:	Dom Non-Profit Coop Corp w/o stock	Entity Number:	C9991-1995
Qualifying State:	NV	List of Officers Due:	6/30/2012
Managed By:		Expiration Date:	6/15/2045
NV Business ID:	NV19951094751	Business License Exp:	Exempt - 002

Registered Agent Information

Name:	CHRISTENSEN JAMES & MARTIN	Address 1:	7440 WEST SAHARA AVENUE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers

☐ Include Inactive Officers

Secretary - KEVIN CHRISTENSEN

Address 1:	2000 HOMEVIEW CT	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

President - ROGER FREEMAN

Address 1:	7464 W SAHARA	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation		
Document Number:	C9991-1995-001	# of Pages:	9
File Date:	6/15/1995	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	C9991-1995-003	# of Pages:	1
File Date:	10/24/1996	Effective Date:	
MICHAEL J. TOIGO SUITE 1550			

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3800 HOWARD HUGHES PKWY. LAS VEGAS NV 89109 KFA			
Action Type:	Annual List		
Document Number:	C9991-1995-007	# of Pages:	2
File Date:	6/04/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C9991-1995-008	# of Pages:	1
File Date:	5/14/1999	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C9991-1995-009	# of Pages:	1
File Date:	6/07/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C9991-1995-004	# of Pages:	1
File Date:	5/10/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C9991-1995-005	# of Pages:	1
File Date:	6/18/2002	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C9991-1995-006	# of Pages:	1
File Date:	5/06/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C9991-1995-002	# of Pages:	1
File Date:	5/25/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050201635-54	# of Pages:	1
File Date:	5/26/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060282631-30	# of Pages:	1
File Date:	5/01/2006	Effective Date:	
06-07			
Action Type:	Annual List		
Document Number:	20070265902-73	# of Pages:	2
File Date:	4/16/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080272649-60	# of Pages:	1
File Date:	4/21/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090423992-50	# of Pages:	1
File Date:	5/18/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100324375-17	# of Pages:	1
File Date:	4/26/2010	Effective Date:	
10-11			

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Action Type:	Annual List		
Document Number:	20110287061-48	# of Pages:	1
File Date:	4/18/2011	Effective Date:	
11-12			

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STERLING PARK WEST OWNERS ASSOCIATION

Business Entity Information

Status:	Active	File Date:	11/18/2003
Type:	Domestic Non-Profit Corporation	Entity Number:	C28513-2003
Qualifying State:	NV	List of Officers Due:	11/30/2011
Managed By:		Expiration Date:	
NV Business ID:	NV20031518749	Business License Exp:	

Registered Agent Information

Name:	KOLESAR & LEATHAM, CHTD.	Address 1:	400 S RAMPART BLVD STE 400
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89145
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers

☐ Include Inactive Officers

President - RONALD GREENAWALT

Address 1:	7500 W. SAHARA AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

Secretary - ERIC WILKINS

Address 1:	7520 W SAHARA AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

Treasurer - ERIC WILKINS

Address 1:	7520 W SAHARA AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation		
Document Number:	C28513-2003-001	# of Pages:	6
File Date:	11/18/2003	Effective Date:	JUN 22 2011
(No notes for this action)			

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Action Type:	Annual List		
Document Number:	C28513-2003-003	# of Pages:	2
File Date:	7/21/2004	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C28513-2003-002	# of Pages:	2
File Date:	11/22/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050589381-81	# of Pages:	2
File Date:	11/30/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060760817-17	# of Pages:	2
File Date:	11/27/2006	Effective Date:	
06-07			
Action Type:	Annual List		
Document Number:	20070806581-67	# of Pages:	2
File Date:	11/26/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080779514-83	# of Pages:	2
File Date:	11/25/2008	Effective Date:	
08/09			
Action Type:	Annual List		
Document Number:	20090846284-43	# of Pages:	2
File Date:	1/16/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100875032-48	# of Pages:	2
File Date:	11/19/2010	Effective Date:	
(No notes for this action)			

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When Recorded Mail To:

JONES, JONES, CLOSE
& BROWN, CHARTERED
7th Floor - Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
Attn: John M. Sullivan

213

67848-T MP

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RECIPROCAL EASEMENTS

FOR STERLING PARK WEST

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RECIPROCAL EASEMENTS ("Declaration") is made and entered into this 9th day of May, 1995, by E. A. COLLINS and DENE E. KRAMETBAUER (collectively referred to hereinafter as "Declarant"). Certain terms used in this Declaration are defined in Section 1 of this Declaration.

This Declaration is made in contemplation of and with reference to the following facts, understandings, and intentions of Declarant:

R E C I T A L S

A. Declarant is the fee owner of that certain real property situated in the City of Las Vegas, County of Clark, State of Nevada, which is described on Exhibit "A" attached hereto and incorporated herein by this reference. Said real property is hereinafter referred to as the "Park" or the "Property". The terms "Building Lot" and "Building Lots" as used herein shall mean the legal lots which, together with the Common Area, make up the Park, as same may be amended from time to time, upon further annexation or de-annexation as provided herein.

B. It is the purpose and intent of Declarant that the Building Lots comprising the Park be developed as an integrated business park in the manner set forth in the site plan attached hereto as Exhibit "B" (the "Site Plan").

C. It is the purpose and intent of Declarant by way of this Declaration to subject each of the Building Lots comprising the Park to the covenants, conditions, and restrictions hereinafter set forth pursuant to a general plan of improvement for the Park for the mutual benefit of the present and future owners of any and all portions thereof and their respective heirs, executors, successors, assigns, grantees, mortgagees, and tenants. Furthermore, in order to effectuate the common use and operation thereof, Declarant desires to declare the existence of certain reciprocal easements in, to, over and across the various Building Lots in the Park.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby declares that (i) the following encumbrances shall attach to and run with all of the land comprising the Park and shall be for the benefit of and shall be limitations upon Declarant and any future owner or

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owners of the land comprising the Park, and (ii) all promises, covenants, conditions, restrictions, and encumbrances shall be covenants running with the land.

1. DEFINITIONS.

(a) Association shall mean and refer to Sterling Park West Owners Association, a nonprofit mutual benefit corporation, incorporated under the laws of the State of Nevada, and its successors, and assigns.

(b) Building Lot shall mean the portions of the Park designated on the Site Plan as Building Lots (labelled as A, B, C, D, E, and Existing Bldg. on Exhibit "B" hereto) and shall include both the building pad and a portion of the continuous landscaped area, the latter of which is herein sometimes referred to as "Greenbelt".

(c) Common Area shall mean and refer to all of the Property except for that portion of the Property located within a Building Lot and shall include, but not be limited to, the Parking Area.

(d) Maintenance Area shall mean and refer to the portion of the Property intended for non-exclusive use by the owners and their permittees, tenants, subtenants, employees, concessionaires, licensees, customers, and business invitees in common with other users as permitted by the Declaration. Maintenance Area shall include, but not be limited to, the Common Area, the Greenbelt, and the exterior surfaces of each building, except for the roof, exterior doors and window glass.

(e) Mortgagee shall mean a mortgagee, or trustee and beneficiary under a Mortgage (as hereinafter defined), and to the extent applicable, a fee owner or lessor or sublessor of any Building Lot which is the subject of a lease under which any Owner becomes a lessee in a so-called "sale and leaseback" or "assignment and subleaseback" transaction. The term "Mortgage" means any first mortgage, indenture of first mortgage, or first deed of trust encumbering the interest, whether fee or leasehold, of an Owner in a Building Lot and, to the extent applicable, a "sale and leaseback" or "assignment and subleaseback" transaction.

(f) Owner shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Building Lot, including Declarant, or the vendee under an installment land sales contract, but excluding those having any interest merely as security for the performance of an obligation. In the event that the ownership of any Building or other Improvements on any portion of a Building Lot shall ever be severed from the land, whether by lease or by deed, only the owner of the interest in the land shall be deemed an Owner hereunder. The Owner of the fee title and not the lessee of a Building Lot shall be deemed the Owner regardless of the term of any lease. Such "Owner" shall include any Person designated in writing by any owner to act in the manner and at the time provided herein with complete authority and in the place of such Owner in the matter for which action is taken, powers exercised or performance required, provided such written authority shall be recorded in the Official Records of the County Recorder for Clark County, Nevada.

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(g) Parking Area shall mean those portions of the Common Area used for (i) pedestrian and vehicular ingress to and egress from the Park from and to adjacent public streets, (ii) pedestrian and vehicular movement in and about the Park, and (iii) the parking of motor vehicles, together with all parking improvements to the Common Area which at any time are erected thereon, including incidental and interior roadways, pedestrian stairways, walkways and curbs, within or adjacent to such area, plus such other areas as Declarant may from time to time designate as Parking Areas.

(h) Permittee shall mean an Owner, and any other Person from time to time entitled to the use and occupancy any portion of any Building in the Park under any lease, deed or other arrangement whereunder such Person has acquired a right to use and occupy any Building, and the respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires of such Persons. Among others, Persons engaging in the following activities on the Common Area or Greenbelt will not be considered to be Permittees:

- (i) Exhibiting any placard, sign, or notice;
- (ii) Distributing any circular, handbill, placard, or booklet;
- (iii) Soliciting memberships or contributions;
- (iv) Parading, picketing, or demonstrating; and
- (v) Failing to follow regulations relating to the use of the Property.

(i) Person shall mean any individual, partnership, firm, association, joint venture, corporation, limited liability company, trust, or any other form of business or governmental entity.

(j) Pro Rata shall mean and refer to a fraction determined as follows: The number of square feet of the Building Lot owned by an Owner (whether developed or not) divided by the total number of square feet of all Building Lots in the Park (whether developed or not).

(k) Site Plan shall mean the site development plan for the Park attached hereto as Exhibit "B" and incorporated herein by this reference. Declarant shall have the right to modify the Site Plan, in its sole discretion, for any portions of the Property owned by Declarant. Except as set forth herein, any revisions, modifications or other changes to the Site Plan shall require the prior approval of a majority of the Owners, which approval shall not be unreasonably withheld or delayed.

2. MEMBERSHIP.

(a) Membership. Every Owner shall be a Member of the Association. The terms and provisions set forth in this Declaration which are binding upon all Owners are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles, Bylaws, and Association Rules to the extent the provisions thereof are not in conflict with this

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Declaration. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Building Lot. Ownership of a Building Lot shall be the sole qualification for membership; provided, however, a Member's voting rights, if any, may be regulated or suspended as provided in this Declaration, the Bylaws, or the Association Rules. Not more than one membership shall exist based upon ownership of a single Building Lot.

(b) Transfer. The membership held by any Owner shall not be transferred, pledged, or alienated in any way except that such membership shall automatically be transferred to the transferee of the interest of an Owner. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association shall have the right to record the transfer upon the books of the Association without any further action of consent by the transferring Owner. The Association shall have the right to impose a reasonable fee to cover the cost of documentation and clerical services incurred with respect to the transfer of ownership interests on the books and records of the Association. Said fee shall be considered delinquent on the date ownership is transferred and said fee shall be treated as a Common Area Expense as that term is used in Section 6 hereof. Notwithstanding any other provision of this Declaration, a new Owner's right to vote shall not vest until such transfer fee has been paid. The provisions of this Section 2 shall not apply to the transfer, pledge, or alienation of a membership to a Mortgagee in connection with a Mortgage.

(c) Voting Rights of Declarant. (1) So long as the Declarant shall own or control at least eighty percent (80%) of the available voting rights of all members of the Association; or (2) until the Declarant elects in writing to authorize voting on the part of all members as set forth herein, whichever of the events described in (1) or (2) above occurs first, the Declarant shall be the only Member entitled to vote on any matter pertaining to any provision contained in this Declaration or the Bylaws; provided, however, that all voting rights, whether exercised by the Declarant or by all the Members, shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association rules.

(d) Voting Rights of Members. Upon the transfer of voting rights to or vesting of voting rights in the Members in accordance with Subparagraph (c) hereof, each member shall be entitled to one vote for each Building Lot owned. When more than one person is the Owner of a Building Lot, all such persons shall be Members, and the vote for such Building Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Building Lot. If any Owner casts a vote representing his Building Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Building Lot. Any vote cast with regard to any such Building Lot in violation of this provision shall be null and void.

(e) Approvals and Consents. Prior to the transfer of voting rights to the Members in accordance with Section (c) hereof, any provision of this Declaration or the Bylaws which requires the vote or written ballot or written consent of a specified majority of the voting power of the Association as set forth in the Bylaws, shall be deemed satisfied upon the written consent of Declarant exercising the entire voting power of the Association. Further, prior to the transfer of voting rights to the members in accordance with Section (b) hereof, any provision in this Declaration which requires the vote, consent, approval, or action of the Declarant shall be deemed satisfied if voted upon, consented to, approved or acted upon by the Declarant under this

Declaration. Provided that the transfer of voting rights to the Member shall have previously occurred in accordance with Section (b) hereof, and unless otherwise specifically provided in this Declaration or the Bylaws, and except as otherwise limited by applicable law, any provision of this Declaration or the Bylaws which requires the vote or written consent of a specified majority of the voting power of the Association shall be deemed satisfied by the following:

(i) The vote of the specified percentage at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members. Such percentage must include the specified number of all Members entitled to vote at such meeting;

(ii) Written ballot or written consents as specified in the Bylaws, signed by the specified percentage of members as provided in the Bylaws; and

(iii) In any matter requiring the consent of the Members but not specifically provided for in this Declaration or in the Articles, Bylaws, or any contract executed by the Association, a simple majority of the voting power of Members entitled to vote on such matters shall suffice.

3. USE RESTRICTIONS

(a) Except as provided below, no part of the Park shall be used for the following purposes:

(i) industrial purposes;

(ii) commercial excavation of building or construction materials, except in the usual course of construction of improvements which are constructed pursuant to the terms herein;

(iii) distillation of bones; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse;

(iv) operation of a massage parlor, an adult bookstore, or any business primarily engaged in the sale or exhibition of what is commonly referred to as "pornographic," "obscene," or "adult" material;

(v) operation of a convenience store (such as a "7-11 Store" or "AM/PM Mini Market")

(vi) operation of a hotel or motel;

(vii) operation of a house of worship;

(viii) operation of body and fender shop, a junk yard or a recycling facility.

(b) No Owner or Permittee operating a business in the Park shall be permitted to display, sell, store, or place any merchandise, portable signs, or other objects (including, without limitation, vending machines, newspaper racks, kiosks, or furniture) anywhere outside the defined exterior walls, roof and permanent doorways of the Owner's or Permittee's Building.

(c) No Owner or Permittee of such Owner shall carry any merchandise or substance or perform any activity in relation to the use of such Owner's Building Lot which would (a) cause or threaten the cancellation of any insurance covering any portion of the Park, or (b) increase the insurance rates applicable to any portion of the Park.

(d) Everything done, installed, or constructed by each owner or with its permission or consent to or on its Building Lot shall conform to, and all operations on its Building Lot shall, to the best of such Owner's ability, conform to every applicable requirement of law or duly constituted authority. Each owner shall use its best efforts to conduct or cause the occupant of such Owner's Building Lot to conduct its activities in conformity with all applicable laws, ordinance,s rules, and regulations of governmental authority, and in such manner as not to constitute a nuisance or create unreasonable interference with other occupants of the Park and their customers and business invitees.

(e) No radio, TV, C.B., or other antennae, nor any mechanical or electrical equipment or other improvements shall be placed or maintained on the roof of any building in the Park except to the extent that the same can be shielded so as not to be visible and is approved by the Architectural Control Committee prior to its installation. All HVAC equipment shall be maintained such that noise levels emitted from such equipment comply with provisions of applicable noise control ordinances and regulations.

4. ARCHITECTURAL CONTROL

(a) Appointment of Architectural Control Committee. Declarant shall initially appoint the Architectural Control Committee, and shall retain the right to appoint, augment, or replace all members of the Architectural Committee for so long as the Declarant owns or controls at least one (1) of the available voting rights of all Members of the Association. The Architectural Control Committee shall consist of not less than two (2) nor more than five (5) persons, as fixed from time to time by Declarant, and upon the transfer of voting rights to or vesting of voting rights in the Members, by resolution of the Board. Persons appointed by the Board to the Architectural Control Committee must be Members (or a representative officer, director, shareholder, partner, member, manager, or agent of a Member); however, persons appointed by Declarant to the Architectural Control Committee need not be members, in Declarant's sole discretion.

(b) General Provisions.

(i) The Architectural Control Committee may establish reasonable procedural rules and may assess a reasonable fee for submission of plans in connection with review of plans and specifications including, without limitation, the number of sets of plans to be submitted; provided, however, the Architectural Control Committee may delegate its plan review responsibilities to one or more members of such Architectural

Control Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Architectural Control Committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

(ii) The address of the Architectural Control Committee shall be the principal office of the Association as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards shall be kept.

(iii) The establishment of the Architectural Control Committee and the systems herein for architectural approval shall not be construed as changing any rights or obligations upon Owners to maintain, repair, alter, or modify or otherwise have control over the Building Lots as may otherwise be specified in this Declaration, in the Bylaws, or in any Association Rules.

(iv) In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Architectural Control Committee, such plans and specifications will be deemed approved.

(c) Approval and Conformity of Plans.

(i) No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Building Lot until plans and specifications showing the plot layout and all exterior elevations with materials and colors therefor and structural designs, signs, parking, driveway, walkways, landscaping, and such other drawings, plans, designs, and specifications as are requested by the Architectural Control Committee, shall have been submitted to and approved in writing by the Architectural Control Committee; provided, however, that the restrictions set forth in this Section (c) shall not apply to improvements which are to be erected, placed, or altered entirely within a Building which do not affect the exterior of the structural design of a Building. Such plans and specifications shall be submitted in writing over the authorized signature of the Owner or Occupant of the Building Lot or his authorized agent. The Board shall adopt and promulgate the Architectural Standards. The Architectural Standards adopted by the Board shall apply with respect to the plans and specifications and the improvements contemplated thereby which are subject to approval by the Architectural Control Committee shall be administered through the Architectural Control Committee. The Architectural Standards shall include, among other things, those restrictions and limitations upon the Owners set forth below:

(1) Reasonable time limitations for the completion of the improvements for which approval is required pursuant to the Architectural Standards;

(2) Conformity of completed improvements to plans and specifications approved by the Architectural Control Committee pursuant to this Article 4;

provided, however, that as to purchasers and encumbrances in good faith and for value, the restrictions set forth herein pertaining to noncompletion or nonconformance shall not apply, unless notice of noncompletion or nonconformance identifying the violating Building Lot and its Owner, specifying the reason for the notice, and executed by the Architectural Control Committee shall be filed of record in the office of the County Recorder of the County, and given to such Owner within thirty (30) days of the expiration of the time limitation described in subsection (i) above, or unless legal proceedings shall have been instituted to enforce compliance or completion within said thirty (30) day period, and the completed improvements shall be deemed to be in compliance with plans and specifications approved by the Architectural Control Committee as required herein and in compliance with the applicable Architectural Standards, but only with respect to purchasers and encumbrances in good faith and for value; and

(3) Such other limitations and restrictions as the Board in its reasonable discretion shall adopt including, without limitation, the regulation of the following: construction, reconstruction, exterior, addition, change, or alteration to or maintenance of a building, structure, wall, fence or other improvements including, without limitation, the nature, kind, shape, height, materials, exterior color, surface, and location of such improvement; the type, location, and elevation of trees, bushes, shrubs, plants, hedges, and fences, the harmony of exterior design and color in relation to other improvements in the Park; effect of location and use of improvements in the Park; effect of location and use of improvements and landscaping on neighboring Property, improvements, landscaping, operations, and uses; relation of topography, grade, and finished ground elevation of the Property being improved to that neighboring Property; proper facing of primary elevations with respect to nearby streets; preservation of view and aesthetic beauty; with respect to fences, walls, and landscaping, assurance of adequate access by the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Architectural Control Committee in accordance with this Article; conformity of the plans and specifications to the purpose and general plan and intent of this Declaration and inclusion in such plans and specifications of provision for the construction of adequate parking, driveways, and walkways in relation to the Building which are to be constructed thereon and the uses to be made thereof.

(ii) The Board shall further adopted a procedure by which a prospective Owner intending to erect improvements on a Building Lot may submit and obtain the advance approval of the Architectural Control Committee of such prospective Owner's plans therefor prior to the purchase of a Building Lot.

(d) Nonliability for Approval of Plans. Plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, the Association, the Members, the Board nor the Declarant assumes liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications.

(e) Appeal. In the event plans and specifications submitted to the Architectural Control Committee are disapproved thereby, the party or parties making such submission may

appeal in writing to the Board in the event voting rights shall have transferred to or vested in the Members. The written request shall be delivered to the Board not more than thirty (30) days following the final decision of the Architectural Control Committee. The Board shall submit such request to the full Architectural Control Committee for review, whose written recommendation will be submitted to the Board. Within thirty (30) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said thirty (30) day period shall be deemed a decision against the appellant. Prior to the date of the transfer of voting rights to or vesting of voting in the Members, any decision by the Architectural Control Committee shall be final and may not be appealed as provided for by this Section (e).

(f) Inspection and Recording of Approval. Any member of the Architectural Control Committee or any officer, director, employee, or agent of the Association, at any reasonable time and after not less than twenty-four (24) hours' oral notice to the Owner, may enter without being deemed guilty of trespass upon any Building Lot and improvements thereon, in order to inspect improvements constructed or being constructed on such Building Lot to ascertain that such improvements have been or are being built in compliance with plans and specifications approved by the Architectural Control Committee and in accordance with the Architectural Standards. The Architectural Control Committee shall cause an inspection to be undertaken within thirty (30) days of a request therefor from any Owner as to his Building Lot, and if such inspection reveals that the portions of the improvements completed as of the date of the inspection, the completed improvements have been completed in compliance with this Article, the President and Secretary of the Association shall provide to such Owner a notice of such approval in recordable form which, when recorded, shall be conclusive evidence of compliance as of the date of the inspection with the provisions of this Article as to portions of the completed improvements inspected, or if the improvements are completed on the date of inspection, then the completed improvements described in such recorded notice, but as to such portions of or completed improvements only. The Architectural Control Committee, may in its sole discretion, assess a fee for any aforesaid inspections requested by an Owner to defray the expenses of any such inspections.

(g) Subterranean Improvements. No improvement in the Building Lot which will extend beneath the surface of the ground for a distance of more than six (6) inches shall be commenced unless plans and specifications therefor have been approved by the Architectural Control Committee. Without limiting the generality of the foregoing, the Architectural Control Committee shall not approve plans or specifications for any such subterranean improvements which interfere with the intended use of the Building Lot unless adequate provision has been made to mitigate such interference to the satisfaction of the Architectural Control Committee. The procedure used by the Architectural Control Committee for review of subterranean improvements and the rules governing the same shall be the same as those provided for in this Article for the approval by the Architectural Control Committee of other improvements.

(h) Completion of Work. After the commencement of the work with respect to any improvements approved by the Architectural Control Committee in accordance with the terms hereof, such work shall be diligently prosecuted so that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for the completion thereof. All construction shall be done so as to cause minimal interference with the business operations

conducted from those Buildings already open for business. During the construction, the construction site and surrounding areas shall be kept reasonably clean and free of construction material, trash, and debris, and appropriate precautions shall be taken to protect against personal injury and Property damage to the Declarant, other Owners, and Occupants. With regard to excavation and without limiting any other provision of this Declaration, no excavation shall be made on, and no sand, gravel, soil, or other material shall be removed from, the site except in connection with the construction or alteration of improvements approved in the manner set forth in this Article, and upon completion of any such operations, exposed openings shall be backfilled and disturbed ground shall be graded, leveled, and paved or landscaped in accordance with the previously approved plans and specifications contemplated in this Article. After such completion of the improvements, there shall not be any other material change in the aforesaid improvements without prior approval in writing by the Architectural Control Committee in the manner contemplated in this Article. Failure to comply with this Section shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth in this Declaration and any other remedies provided by law or equity.

(i) Regulation of Improvements. The following provision shall govern the erection, construction, placement, and alteration of improvements on the Building Lots. The provisions shall be incorporated into the Architectural Standards. These provisions may from time to time be amended, modified, and supplemented by the Architectural Control Committee; provided, however, that such amendments, modifications, and supplementations conform with all applicable building and zoning laws.

(i) Buildings. All Buildings and structures shall be placed or constructed wholly within the respective building pads and not upon the Greenbelt.

(ii) Minimum Setback Lines. Unless the Architectural Control Committee shall enact greater requirements, minimum setback lines throughout the Park shall be those required by the applicable provisions of the zoning ordinances of the City.

(iii) Sewer Lines. Unless maintained by the Association, on-site sanitary sewer mains and laterals on each Building shall be maintained by the Owner of the Building Lot from Building to the point of connection with the public maintained sewer line within public rights of way.

(iv) Signs and Lighting. Lighting shall be restricted to parking and security lights, fire lighting, and low-level sign illumination and floodlighting of buildings landscaping or such other lighting as specifically approved in writing by the Architectural Control Committee. All lighting shall be shielded and contained within Property lines.

(v) Access. The Owner of each Building Lot shall have right to use, for purposes of ingress and egress, driveways and walkways of the Common Area and Greenbelt.

...

...

(vi) Parking Areas.

(A) Adequate Parking Area shall be designated within the Common Area.

(B) All parking Areas shall be paved by the Association in the manner and with materials approved by the Architectural Control Committee.

(C) Each Owner of a Building Lot shall be assigned the exclusive use of one (1) covered parking space for each 1000 square feet of real property which he or she owns (e.g. the Owner of a 3,650 square foot Building Lot shall be entitled to the exclusive use of three (3) covered parking spaces).

(vii) Storage Areas. No materials, supplies, equipment or trash containers, or trash or refuse, shall be stored on a Building Lot except inside a Building or inside a storage or refuse area approved by the Association.

(viii) Building Specifications. Any building erected on a building pad within a Building Lot shall conform to the following general construction practices:

(A) Exterior walls of stucco construction, or other construction as specifically approved in writing by the Architectural Control Committee.

(B) Exterior walls shall be painted or suitably finished in a color and manner acceptable to the Architectural Control Committee.

(j) General Sign Requirements. All signs in the Park shall comply with all governmental requirements applicable thereto and any sign criteria which may be established by the Declarant or by the Architectural Control Committee. Such signs shall be restricted to identification of the Park, the individual businesses located therein, or the services or products of said businesses, except that ordinary, temporary, tasteful, and not overly large or obtrusive "For Sale" or "For Lease" signs shall also be permitted. In no event shall there be any rooftop, flashing or audible signs in the Park, unless allowed by the Sign Criteria adopted from time to time by the Declarant or the Architectural Control Committee.

5. DUTIES AND POWERS OF THE ASSOCIATION

(a) General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the specific duties and powers specified in this Article.

(b) General Duties of the Association. The Association, through the Board, shall have the duty and obligation to enforce the provisions of this Declaration, the Articles, Bylaws, and Association Rules by appropriate means and carry out obligations of the Association hereunder, including but not limited to, the obligation of the Association hereunder.

(c) General Powers of the Association. The Association, through the Board, shall have the power but not the obligation:

(i) Acquire interests in real or personal Property, offices or other facilities (1) that may be necessary or convenient for the administration of the affairs of the Association, or (2) that may be of benefit to the Members, or (3) that will enhance and protect the value, desirability and attractiveness of the Park and to operate same;

(ii) Borrower money as may be needed in connection with the discharge by the Association of its powers and duties;

(iii) Establish in cooperation with the City a specific assessment district for the performance of all or a part of the functions now within the responsibility of the Association;

(iv) Assist governmental agencies or quasi-governmental agencies in the satisfaction of any conditions to permit entitlements, approvals, or authorizations imposed as a result of financial assistance granted to such agency by the Economic Development Administration;

(v) Take all the acts required and incur the charges that result in the levy of any and all Assessments.

(d) Association Rules. The Board shall also have the right to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"), which may include the establishment of a system of fines and penalties enforceable as Special Assessments, all as provided in the Bylaws or herein. Association Rules shall govern such matters in furtherance of the purposes of the Declaration; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting or the adoption, amendment, or repeal of specific portions of the Association Rules shall be delivered to each Owner in the same manner established in this Declaration for the delivery of notices. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby. The Association Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such conflict.

(e) Delegation of Powers. The Association shall have the right according to law to delegate to committees, officers, employees, or agents any of its duties and powers under this Declaration, the Articles, and Bylaws; provided, however, no such delegation shall relieve the Association of its obligation to perform such delegated duty.

(f) Pledge of Assessment Rights. The Association shall have the power to pledge the right to exercise its Assessment powers in connection, provided, however, that following the transfer of voting rights to or vesting of voting rights in the Members in accordance with Section 2 hereof, any such pledge shall require the prior affirmative vote or written assent of at least seventy-five percent (75%) of the Members. Said power shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to or which will become payable to the Association, which assignment may be then presently effective but shall allow said Assessments to continue to be paid to and used by the Association as set forth in this Declaration, unless and until the Association shall default on the repayment of the debt which is secured by said assignment. The Association may levy Special Assessments against the Members to obtain such funds. Upon the failure of any Member to pay said Special Assessment when due, the Association may exercise all of its rights, including, without limitation, the right to foreclose its lien pursuant to Section 16 herein, entitled "Nonpayment of Assessments."

(g) Emergency Powers. The Association or any persons authorized by the Association may enter the improvements located on any Building Lot in the event of any emergency involving illness or potential danger to life or Property. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association unless covered by insurance carried by the Owner.

(h) Waiver Against Declarant. To the fullest extent permitted by law, neither the Declarant nor any of its successors or assigns shall be liable to any Owner or Occupant of a Building Lot or any other person subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction, and/or for the enforcement or failure to enforce any provision of this Declaration. Every Owner of a Building Lot, by acquiring his interest therein, agrees that he will not bring any action or suit against the Declarant or its successors or assigns to recover any damages or to seek equitable relief because of any mistake in judgment, negligence, nonfeasance, action or inaction, and/or the enforcement or failure to enforce any provision of this Declaration. For purposes of this Section, the term "Declarant" shall be deemed to include the parties that make up the Declarant.

6. MAINTENANCE AREA

(a) Maintenance. The Association shall maintain the Maintenance Area in a manner comparable to the standard of maintenance followed in other first class business park developments of comparable size in the Las Vegas, Nevada area and in compliance with all applicable governmental laws, rules, regulations, order and ordinances and the provisions of this Declaration. The Association's maintenance and repair obligations hereunder shall include, without limitation, all of those tasks for which the Association shall be entitled to reimbursement pursuant to the provisions of Paragraph 6(b) below. The Association shall have the right to select from time to time a person or persons to maintain the Maintenance Area, provided that such selection will not diminish the Association's obligations to maintain the Maintenance Area. Each Owner shall pay its respective Pro Rata share of the Maintenance Area Expenses (defined in Paragraph 6(b) below). The Association shall undertake and perform its duties hereunder diligently and in an economical manner possible. Except for the Administration Fee payable to the Association pursuant to the provisions of Subparagraph 6(b) (xv) the Association shall not profit from its activities either directly or indirectly.

(b) Maintenance Area Expenses. The Association shall be entitled to collect from all of the Owners in the manner described below in Paragraph 6(d) for all of the below-described costs and expenses (collectively, the "Maintenance Area Expenses") incurred by the Association in performing its maintenance and repair obligations in accordance with the provisions of this Section 6:

(i) All general maintenance and repairs to the area identified herein as "Parking Area", whether required by the enactment or operation of law or otherwise, including, without limitation, cleaning, sweeping, repairing, restriping, resealing, and resurfacing all paved surfaces and curbs as necessary and appropriate;

(ii) All general maintenance and repair, to all landscaped and other areas identified herein as Maintenance Areas including, without limitation, cleaning, sweeping, irrigating, weeding, pruning, fertilizing and replacing shrubs and other landscaping as necessary (excepting such landscaping which is installed by any Owner or Permittee without the prior approval of the Association), and the maintenance, repair and replacement of the Park identification sign (if any), Parking Area directional signs and markers (if any), tenant directory signs and markers (if any), including, without limitation, the pylon, panel, base, utilities service therefor, and any and all appurtenances to any of the aforesaid; and maintenance repair and replacement of all lighting facilities in the Maintenance Area;

(iii) Periodic sweeping and removal of all papers, debris, and refuse from the Maintenance Area and providing rubbish receptacles (including gates and enclosures) and periodic removal service for Owners and Permittees of the Park;

(iv) Storage space for equipment used for the benefit of the Maintenance Area;

(v) Expenses reasonably incurred for personnel to implement such services including, without limitation, payroll, payroll taxes, and health and workers' compensation insurance premiums;

(vi) Common and repair of any fire protection systems, security alarm systems, lighting systems, storm drainage systems, electrical systems, and any other utility systems serving the Maintenance Area. During each day that offices in the Park shall be operating, the Association shall provide for full lighting of the Maintenance Area to the extent deemed necessary by the Association for security and safety reasons, and the costs associated with providing such lighting shall be included as a part of and properly charged as a Maintenance Area Expense. Should any Owner or Permittee require lighting in excess of the foregoing ("Excess Lighting"), the Association shall endeavor to provide the requested Excess Lighting to the Owner(s) or Permittee(s) requesting same; provided, however, that all costs associated therewith shall be borne and paid for on a Pro Rata basis by the Owner(s) and/or Permittee(s) requesting such Excess Lighting;

(vii) Any taxes (other than real and personal Property taxes payable by the Owners of the individual Building Lots in the Park in accordance with the

requirements of Article 18) applicable to provide the aforementioned services rendered in connection with the Maintenance Area;

(viii) Any public utility or governmental charges or surcharges, and any other costs levied, assessed, or imposed pursuant to laws, statutes, regulations, codes and ordinances promulgated by a governmental or quasi-governmental authority in connection with the operation and use of the Maintenance Area;

(ix) Necessary tools and supplies;

(x) Depreciation on maintenance and operating machinery and equipment (if owned) and rental paid for such machinery and equipment (if rented); provided, however, that if the Association depreciates any particular machine or piece of equipment or establishes reserves in anticipation of the replacement thereof, the aggregate amount of such depreciation and reserves with respect to such particular machine or piece of equipment shall be applied by the Association against the cost of replacing such machine and/or piece of equipment, at such time such machine or piece of equipment is replaced;

(xi) Expenses reasonably incurred in connection with providing professional security personnel, or traffic supervision, if either is deemed necessary by the Association in its sole and complete discretion;

(xii) Other costs and fees identified in this Declaration as Maintenance Area Expenses; and

(xiii) An allowance for administration and supervision of the Maintenance Area (the "Administration Fee") in an amount not to exceed ten percent (10%) of the total of all other Maintenance Area Expenses, except for expenses that would, in accordance with generally accepted accounting principles, be capitalized, and all separately identifiable expenses incurred by the Association in performing maintenance, repair, and/or replacement activities recurring less frequently than annually.

(c) [INTENTIONALLY OMITTED].

(d) Annual Operating Budget/Payment of Maintenance Area Expenses.

(i) The Association shall prepare annually and submit to the Members a detailed budget setting forth the anticipated Maintenance Area Expenses for the upcoming year (the "Annual Operating Budget"). The Association shall use its best efforts to have the first Annual Operating Budget or the Park prepared and submitted to the Owners prior to January 1, 1996. Thereafter, the Association shall prepare and submit a budget not later than forty-five (45) days prior to the commencement of each fiscal year, which budget shall cover the twelve (12) month period of each succeeding fiscal year. The Owners shall have twenty (20) days after receipt of the proposed Annual Operating Budget to either approve or disapprove the same. The failure of any Owner to give the Association timely written notice of its approval or disapproval of the proposed Annual

Operating Budget shall be deemed said Owner's approval of same. The proposed Annual Operating Budget shall be deemed approved and shall be binding on all of the Owners if approved by sixty-six and two-thirds percent (66-2/3%). If more than thirty-three and one-third percent (33-1/3%) of the Owners shall disapprove of any of the material terms thereof, said Owners shall negotiate in good faith to establish a final approved Annual Operating Budget for the following year prior to the onset of the period covered thereby. If approval of the Annual Operating Budget shall be delayed beyond said date, the Owners shall operate as though the previous year's Annual Operating Budget were still in effect until all of the disputed issues are resolved, with adjustments made as necessary thereafter. If for any reason the Owners are unable to agree upon an Annual Operating Budget by the commencement of the relevant fiscal year, the Association may notify the Owners of its desire to submit the issue for resolution by an arbitrator, in which case the controversy shall be subject to impartial and final arbitration pursuant to the provisions of the American Arbitration Association in the locale where the Park is located. The Association shall operate, maintain, and repair the Maintenance Area in accordance with the approved Annual Operating Budget and, except as provided in Subparagraph (ii) below, shall not include as Maintenance Area Expenses nor bill the Owners for their Pro Rata share of any costs or charges which are not included in the approved Annual Operating Budget; provided, however, that the Association shall have the right to include as a part of the Maintenance Area Expenses properly chargeable to the Owners charges associated with any emergency repairs or maintenance to the Maintenance Area which are necessary to prevent injury or damage to persons or Property ("Emergency Expenses"). The Association shall, however, use reasonable efforts to inform all of the Owners of the necessity of such emergency repairs or maintenance and to obtain the consent of the Owners thereto.

(ii) Prior to incurring a Maintenance Area Expense for an item or service which is in excess of the cost allocated therefor in the approved Annual Operating Budget and which would result in a greater than ten percent (10%) overrun of the total Maintenance Area Expenses set forth on the Annual Operating Budget, the Association shall send written notice of such expense, and the necessity therefor, to all of the Owners, and the Association shall not incur said expense (except to the extent it constitutes an Emergency Expense) until approved by the Owners. If the Owners do not agree as to the necessity of the expense, said Owners shall negotiate in good faith to resolve their differences respecting same. If such differences are not resolved within a period of sixty (60) days from the date such notice is originally given to the Owners, the Association may elect to proceed with arbitration as described in Subparagraph (i) above. Any of the Owners as provided in this Subparagraph (ii) may be incurred by the Association without such consent.

(iii) Commencing on the first day of the first month following close of escrow and thereafter on the first day of each calendar month during the term of this Declaration, each Owner shall pay to the Association such Owner's Pro Rata share of one-twelfth (1/12) of the approved Annual Operating Budget for the current year. Payments for any partial month shall be a pro rated portion of the normal monthly payment, based on the actual days in such month. The Association shall, from time to time, but not more often than once every three (3) months and not less than every six (6) months, send each

Owner a written statement itemizing in detail (including such backup material and cost breakdowns as may be reasonably requested by any Owner) the Maintenance Area Expenses actually expended by the Association for the period covered by the statement, including any expenses which are in excess of those shown on the approved Annual Operating Budget (a "Maintenance Area Expense Statement"). If any Owner shall have paid more than its Pro Rat share of the Maintenance Area Expenses actually incurred during the period in question, the Association shall promptly refund the amount of such excess to Owner. If any owner shall have paid less than its Pro Rata share of said Maintenance Area Expenses during said period, such Owner shall promptly pay to the Association the amount of such deficiency. Any Owner may object to any cost or expense shown on any such Maintenance Area Expense Statement (a "Disputing Owner"), but only to the extent that the cost or expense objected to was not included as a part of the approved Annual Operating Budget nor separately approved by the Owners, by giving written notice of such objection to the Association, which written notice shall set forth in reasonable detail the grounds for the Owner's objections. Notwithstanding an Owner's objection, each Owner shall promptly pay all undisputed amounts. In addition, an Owner may, but shall not be obligated to, pay its Pro Rata share of the Maintenance Area Expenses to which such Owner objects, which payment shall be deemed to be made under protest. The Association and any Disputing Owner(s) shall thereafter enter into good faith discussions reasonably calculated to settle all disputes relating to charges shown on the Maintenance Area Expense Statement. If such disputes are not settled within sixty (60) days of the Association's receipt of the Owner's objection, the Association may notify the other Owners of its desire to submit the issue for resolution by an arbitrator pursuant to Paragraph 6(d)(i) above.

(iv) Upon the final resolution of any such dispute(s), the Association or the Disputing Owner, as the case may be, shall promptly pay the amount owing by the one to the other, together with interest thereon from the date of payment by such owner to the date of reimbursement by the Association (in the case of payment owed to a disputing Owner), or from the date which is ten (10) days after the Maintenance Area Expense Statement is delivered to the Disputing Owner by the Association to the date of payment by such Owner (in the case of payment owed to the Association). Such payments shall bear interest at a "Default Rate" equal to five percent (5%) over the discount rate charged by the Federal Reserve Bank of San Francisco in loans to its member banks as of the twenty-fifth (25th) day of the calendar month immediately preceding the date of the Maintenance Area Expense Statement.

(v) Any Maintenance Area Expense owed to the Association hereunder which is more than ten (10) days past due shall, for as long as such amounts owing to Association remain unpaid, bear interest at the Default Rate. Any such penalties or interest which are paid by such delinquent Owner(s) shall be placed in a fund (the "Maintenance Area Fund"), which Maintenance Area Fund shall be established and controlled by the Association and shall be utilized by the Association to pay for unrecovered costs associated with the operation of the Maintenance Area in accordance with this Declaration. Each Owner acknowledges that the late payment of any monthly installment will cause Association to incur certain costs and expenses not otherwise contemplated, the exact amount of such costs being extremely difficult and impractical

to fix. Such costs and expenses include, without limitation, administrative and collection costs, processing and accounting expenses and other costs and expenses necessary and incidental thereto, such that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Association for its loss suffered by such nonpayment. The late charge provisions contained herein are in addition to and do not diminish or represent a substitute for any or all of the Association's other rights to enforce the provisions of this Declaration.

(vi) Within two (2) years after receipt of any Maintenance Area Expense Statement, any Owner may, at its own expense, audit such statement. If it shall be determined as a result of such audit that the Owner has paid in excess of the amount required pursuant to this Declaration, then such overpayment shall be credited toward the next installment that would otherwise be due from such Owner. In addition, if the Maintenance Area Expense Statement required such Owner to pay in excess of three percent (3%) over the amount that such Owner should have paid (as determined by the approved audit), then the Association shall pay all of the auditing Owner's reasonable costs and expenses connected with such audit.

(e) Utilities in Common Area. The utilities that serve the buildings constructed in the Park shall, unless maintained by a public or quasi-public utility or authority, be maintained and repaired as follows: Each Owner, with respect to the utility lines that serve only such Owner's Building Lot, shall maintain and repair, or cause to be maintained and repaired at said Owner's expense, all electric, gas, water, sewer, telephone, or other lines only serving said Building Lot. Each Owner shall, in addition, repair any damage to any part of the Maintenance Area caused during the fulfillment of said Person's obligations hereunder.

7. BUILDING UPKEEP AND MAINTENANCE

Except as otherwise specifically provided herein, each Owner shall provide for appropriate upkeep and maintenance of all improvements located in or on each Owner's Building Lot in order to assure that the Park and each part thereof is maintained in a safe, clean, and attractive condition and retains at all times the appearance of a first-class Park. Such maintenance shall include, but not be limited to, maintenance, repair and replacement of the exterior portions of each building's roof areas, exterior doors and window glass surfaces.

8. INSURANCE

(a) Insurance on Building Lot and Improvements. Each Owner shall at all times, at its sole expense, maintain insurance on such Owner's Building Lot and all improvements located thereon, and all fixtures, furnishings, equipment, and contents, as the same may exist from time to time. Said insurance shall be in the amount of the full replacement value thereof as ascertained by the insurance carrier and shall inure against all risks and perils normally covered under an "extended coverage all risk" policy as that term is ordinarily used in the insurance industry.

(b) Liability Insurance. Each Owner shall at all times, at its sole expense, maintain a policy of public liability and Property damage insurance with respect to such Owner's

Building Lot, the business operated by such Owner, and any Permittees, concessionaires, or licensees of Owner on the Building Lot with limits of public liability coverage of not less than \$500,000 per person and \$1,000,000 per occurrence and with limits of Property damage liability coverage of not less than \$100,000 per accident or occurrence. The policy shall name the Association and any person, firms or corporations designated by the Association as additional insureds.

(c) Requirements for Insurance Policies. Insurance required to be maintained by Owner hereunder shall be in companies holding a "General Policyholders' Rating" of A or better and a "Financial Rating" of 10 or better as set forth in the most current issue of "Best's Insurance Guide". Owner shall promptly deliver to the Association, within ten days of close of escrow, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after sixty (60) days prior written notice to Association. Owner shall, within sixty (60) days prior to the expiration, cancellation, or reduction of such policies, furnish the Association with renewals or "binders" thereof. Owner shall not do or permit to be done anything which shall invalidate the insurance policies required under these Covenants, Conditions, and Restrictions. All public liability, Property damage, and other liability policies shall be written as primary policies, not contributing with and not in excess of any other coverage which may be applicable. All such policies shall contain a provision that the Association, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Owner of the indemnity agreement as to liability for injury to or death of persons or injury or damage to Property contained in Section 15.

(d) Lenders. Any mortgage lender interested in any part of any Owner's Building Lot, may, at lender's option, be afforded coverage under any policy required to be secured by Owner hereunder, by use of a mortgagee's endorsement to the policy concerned.

(e) Owner's Failure to Maintain Insurance. In the event any Owner fails to maintain such insurance coverage as is required hereunder, the Association may, but shall have no obligation to, obtain same at Owner's expense. The premiums paid by the Association for such insurance plus twenty percent (20%) for overhead shall be reimbursed to the Association by Owner immediately upon presentation of a bill therefor.

(f) Waiver of Subrogation/Blanket Policies and Certificates/No Cancellation or Reduction Without Notice. The Association and each Owner, on its behalf and on behalf of its insurance company(ies), waives all subrogation and other rights of recovery as it might have against each other and their respective Permittees, agents, servants, employees, invitees, and insurers with respect to (i) all perils actually covered by insurance, and (ii) all perils required by the terms of this Declaration to be covered by insurance, whether or not such insurance is actually obtained. Any insurance required to be carried by an Owner pursuant to this paragraph may be carried by an Owner's Permittee(s) and under a blanket policy or under policies maintained by said Owner or Permittee with respect to other premises or Property owned or operated by said Owner or Permittee or its or their subsidiaries or affiliates. Each Owner shall provide to the other Owners proper certificates evidencing the coverages required hereunder. All insurance carried by any Owner shall provide that it shall not be cancelled or the coverage reduced below the amount required hereunder without at least twenty (20) days' notice to the other parties.

9. DAMAGE TO IMPROVEMENTS

(a) Reconstruction of Improvements. In the event of any damage or destruction to any part of any Owner's improvements constructed within its building pad, whether insured or uninsured, such Owner shall be obligated to, restore, repair or rebuild the damaged or destroyed area with all due diligence. Such Owner shall restore and reconstruct such building and/or improvements to at least as good a condition as they were in immediately prior to such damage or destruction. All such construction shall be accomplished in accordance with the requirements of Section 4 hereof and such other provisions of this Declaration as may be applicable.

All such restoration and reconstruction shall be performed in accordance with the following requirements, as the same are applicable thereto:

(i) No such work shall be commenced unless the Owner desiring to perform the same has, in each instance, complied with the appropriate provisions of Section 4 hereof with respect to plan approval;

(ii) All work shall be performed in a good and workmanlike manner and shall conform to and comply with:

(1) The plans and specifications prepared therefor as aforesaid;

(2) All applicable requirements of laws, codes, regulations and rules; and

(3) All applicable requirements of this Declaration; and

(iii) All such work shall be completed with due diligence, and at the sole cost and expense of the Owner performing the same.

10. EMINENT DOMAIN

(a) Condemnation. If the whole or any part of the real property comprising the Park shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Property so taken or to such Owner's Mortgagees or Permittees, as their interests may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Declaration. Any Owner of any real property which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Owner of the property taken.

(b) Reallocation Following Condemnation. Following the Condemnation of any Owner's Building Lot or portions thereof ("Condemnation"), the Association shall deduct from the Building Lot the total square footage of the condemned portions, and shall notify each

Owner in writing of the results of such calculation. A Condemnation shall not excuse an Owner from payment of all or any portions of Maintenance Area Expenses due for the year of the occurrence of the Condemnation. However, any and all Maintenance Area Expenses payable thereafter shall be prorated on the basis of the recalculated square footage of the Building Lot.

11. RIGHTS OF MORTGAGEES.

(a) Filing Notice: Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Building Lot within the Park. Such notice need not state which Building Lot or Building Lots are encumbered by such Mortgage, but shall state whether such Mortgagee is a First Mortgagee. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder, shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

(b) Priority of Mortgage Lien. No breach of the covenants, conditions, or restrictions herein contained, nor in the enforcement of any lien provision herein, shall affect, impair, defeat, or render invalid the lien or charge of any mortgage made in good faith and for value encumbering any Building Lot, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise with respect to a Building Lot except as otherwise provided in this Article.

(c) Curing Defaults. A Mortgagee or the immediate transferee of such Mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which occurred prior to the date such Mortgagee acquired the title to a Building Lot which is not curable or of the type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether breach is not curable or not feasible to cure shall be final and binding on all Mortgagees.

(d) Resale. It is intended that any loan to facilitate the resale of any Building Lot after judicial foreclosure, deed in lieu of foreclosure, or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

(e) Relationship with Assessment Liens.

(i) The lien for nonpayment of assessments provided for in Section 16 hereof entitled "Nonpayment of Assessments", shall be subordinate to the lien of any Mortgage which was recorded prior to the date any such Assessment becomes due.

(ii) If any Building Lot subject to a monetary lien created by any provisions hereof shall be subject to the lien or Mortgage:

(A) the foreclosure of any lien created by anything set forth in this Declaration shall not operate, affect or impair the lien of such Mortgage; and

(B) the foreclosure of the lien of said Mortgage, acceptance of a deed in lieu of foreclosure of said Mortgage, or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate, affect or impair the lien hereof, except that persons who obtain an interest through any of Events of Foreclosure, and their successors of interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, except for liens or claims for a share of such Assessments resulting from a reassessment pursuant to Section 16(e) hereof, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

(f) Other Rights of Mortgagees. Any Mortgagee or its mortgage servicing contractor shall, upon written request to the Association, be entitled to:

(i) Inspect the books and records of the Association during normal business hours;

(ii) Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Building Lot is encumbered by such Mortgagee's Mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association; provided, however, the Association shall only be obligated to provide such notice to Mortgagees who have delivered a written request therefor to the Association specifying the Building Lot or Building Lots to which such request relates.

(g) Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage.

(h) Conflicts. In the event of any conflict between any of the provisions of this Section and any of the other provisions of this Declaration, the provisions of this Section shall control.

12. APPROVAL OF OWNER/DEEMED APPROVAL

Except as otherwise specifically provided herein, if any Owner having a right of approval hereunder fails to give such approval or specific grounds for disapproval within thirty (30) days of receipt of the request therefor (which shall include such background data, including required elevations, as may be necessary to make an informed decision on such request), said Owner shall be deemed to have given its approval. Except as otherwise specifically provided herein, no such approval shall be unreasonably withheld or delayed.

13. NOT A PUBLIC DEDICATION

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Park to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Park or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to control of the Owner(s). Notwithstanding any other provisions herein to the contrary, Declarant, pursuant to Paragraph 6(d), or the Owners by mutual agreement, may periodically restrict ingress to and egress from the Park in order to prevent a prescriptive easement from arising by reason of continued public use.

14. BREACH SHALL NOT PERMIT TERMINATION

No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against the Person acquiring title to a Building Lot or a portion thereof or interest therein by way of foreclosure, trustee's sale, or otherwise.

15. INDEMNITY

(a) Hold Harmless. Each Owner (the "Indemnifying Owner") shall protect, indemnify, defend, and hold each other Owner (the "Indemnified Owner(s)") harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss or damage to the Property of any person as shall occur in or about the Indemnifying Owner's Building Lot, except claims resulting from the negligence or willful act or omission of the Indemnified Owner or any occupant of such Indemnified Owner's Building Lot, or the agent, servants, or employees of such Indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this Paragraph 15 to the contrary, each Owner for itself and its Permittees waives any right of recovery against the other Owner(s) and their Permittees for any loss, damage, or injury to the extent the same

(i) is actually covered by insurance, or (ii) would have been covered by such insurance as is required to be carried pursuant to the provisions of this Declaration.

(b) Construction Indemnity. With respect to the obligations undertaken and/or the work to be performed hereunder by or on behalf of any Owner, each such Owner shall protect, indemnify, defend, and save harmless the other Owners and their Permittees, agents, servant, employees, officers and directors, from any and all losses, damages, liability, costs or expenses, including, without limitation, attorneys' fees, reasonable investigative and discovery costs, court costs and all other sums which such other Owners, their permittees, agents, servants, employees, officers and directors may pay or become obligated to pay on account of any, all and every demand or claim, or assertion of liability, or any claim or action founded thereon (including mechanic's lien claims or stop notices) arising or alleged to have arisen out of any act or omission of the indemnifying party, its Permittees, agents, servants and employees, whether such claim or claims, action or actions be for damages, injury to person or Property, including the Property of the indemnified party, or death of any person, made by any person, group or organization, whether employed by any of the Owners or otherwise. The indemnified parties shall give the indemnifying party notice of any suit or proceeding entitling the indemnified party to indemnification pursuant to the provisions of this paragraph, and the indemnifying party shall defend the indemnified party in such suit or proceeding with counsel approved by the indemnified party. The indemnities and assumptions of liability is and obligations herein provided shall continue in full force and effect notwithstanding the expiration or termination of this Declaration, to the extent that the facts giving rise thereto have occurred prior to the expiration or termination of this Declaration, to the extent that the facts giving rise thereto have occurred prior to the expiration or termination of this Declaration. Notwithstanding anything to the contrary hereinabove stated in this paragraph; (i) a party shall not be entitled to indemnification for any damage caused by or arising from the negligence or willful misconduct of such party or its agents or contractors, and (ii) each Owner for itself and its Permittees waives any right of recovery against the other Owner(s) and their Permittees for any loss, damage, or injury to the extent the same (i) is actually covered by insurance, or (ii) would have been covered by such insurance as is required to be carried pursuant to the provisions of this Declaration.

16. NONPAYMENT OF ASSESSMENTS

(a) Delinquency. Any Assessment provided for in this Declaration which is not paid within fifteen (15) days after the date of said Assessment because due shall be considered delinquent on the date said Assessment became due (the "Delinquency Date"). If any such Assessment is not paid within ten (10) days after the Delinquency Date, the delinquent assessment shall bear interest at the rate of not less than eighteen percent (18%) per annum from and after said date, but in any event not higher than the maximum rate permitted by law. The Association may, at its option and without waiving the right to judicially foreclose its lien against the Building Lot, pursue any available remedies, including, without limitation, bringing an action at law against the Owner personally obligated to pay the same and/or upon compliance with the notice provisions set forth in Section (b) herein, entitled "Notice of Delinquent Assessment", to foreclose the lien against the Building Lot. If action is commenced, there shall be added to the amount of such Assessment, interest (including, without limitation, interest on the Delinquent Assessment, on reasonable costs of collection, and on late charges), and reasonable attorneys' fees, together with the costs of action. Each Owner vests in the Association or its assigns the

right and power to bring all actions at law or equity for lien foreclosure against the right and power to bring all actions at law or equity for lien foreclosure against such Owner or other Owners for the collection of such Delinquent Assessments.

(b) Notice of Delinquent Assessments. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date of Notice of Delinquent Assessment is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Building Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in the County at least twenty (20) days after the date the Notice of Delinquent Assessment must recite a good and sufficient legal description of any such Building Lot, the record Owner or reputed Owner thereof, the nature of the Owner's ownership interest in the Building Lot, the amount which is delinquent, which shall include interest (including interest on the unpaid Assessment, reasonable costs of collection, and on late charges) at the rate of not less than eighteen percent (18%) per annum from and after the thirtieth (30th) day after the Assessment became due, but in any event not higher than the maximum rate permitted by law, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien, the fact that the delinquent amount is a lien against the Building Lot and the name and address of the trustee authorized to enforce the lien by sale.

(c) Foreclosure Sale. Any Assessment lien may be enforced by sale by the Association, its attorney, or any other person authorized by the Board to make the sale after failure of the Owner to make the payments specified in the Notice of Delinquent Assessment within said thirty (30) day period. Any such sale provided for above is to be conducted in accordance with the provisions of the Nevada Revised Statutes, as said statutes may from time to time be amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Building Lot, using as a credit bid the amounts secured by such lien, Association funds, or funds borrowed for such purpose at the sale, and to acquire and hold, lease, mortgage, and convey the same.

(d) Curing of Default. Upon the timely payment or other satisfaction of:

(i) All delinquent Assessments specified in the Notice of Delinquent Assessment;

(ii) All other Assessments which have become due and payable with respect to the Building Lot as to which such Notice of Delinquent Assessment was recorded; and

(iii) Interest (including interest on the delinquent Assessments, on reasonable costs of collection, and on late charges), attorneys' fees and other costs of collection pursuant to this Declaration and the Notice of Delinquent Assessment which have accrued.

An officer of the Association or any other person designated by the Board is hereby authorized to file or record, as the case may be, an appropriate release of such Notice of

Delinquent Assessment and lien imposed thereby upon payment by the defaulting Owner of a reasonable fee to cover the costs of preparing and filing or recording such release.

(e) Reassessment of the Members. In the event the Association is unable to obtain payment from one or more Owners ("Nonpaying Owner") for any Assessments prior to the Delinquency Date ("Unpaid Assessments"), the Association, without releasing any delinquent Owner and without waiving any remedy set forth herein, may reassess the Members for a sum equal to the Unpaid Assessments. Upon payment by the Nonpaying Owner of the Unpaid Assessments or upon collection of same by the Association, the Association shall credit Assessments due or to be due in the future by Members in an amount equal to the Unpaid Assessment, or a portion thereof, for which the Member was assessed.

17. CONFORMITY TO LAWS

Each Owner shall maintain, or cause to be maintained, in a safe, clean, and tenantable condition and in good order and repair, all buildings and improvements which may from time to time be located within its building pad, so that said buildings and improvements conform to, and comply with, all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction with respect to construction and maintenance of the Park and the health and safety of the Owners, Permittees, occupants, business invitees, customers, and other Persons using the Park, and in such a manner as to not constitute a nuisance or create unreasonable interference with occupants of the Park, and their customers and business invitees.

18. REAL AND PERSONAL PROPERTY TAXES AND ASSESSMENTS

Each Owner shall pay, or cause to be paid by such Owner's Permittees, when due, all real estate and personal Property taxes and assessments which may be levied, assessed, or charged by any public authority against such Owner's Building Lot, the improvements thereon, or any other part thereof. If an Owner shall deem any Property tax or assessment (including the rate thereof or the assessed valuation of the Property) to be excessive or illegal, such Owner shall have the right, at its own cost and expense, to contest the same by appropriate proceedings, and nothing contained in this Section shall require such Owner to pay any such real Property tax or assessment as long as (i) no other Owner's Building Lot would be immediately affected by such failure to pay (or bond); and (ii) the amount and/or validity thereof shall be contested in good faith. If the failure to pay (or bond) such real Property tax or assessment affects another Owner's Building Lot, such other Owner shall have the right to pay such tax and shall have the lien on the nonpaying Owner's Building Lot for the amount so paid until reimbursed for such payment. Any such lien shall be subject and junior to, and shall in no way impair or defeat, a lien or charge of any Mortgagee.

19. CONSTRUCTION BY DECLARANT

Nothing in this Declaration shall limit the right of Declarant to alter any Building Lot or to construct such improvements as Declarant deems advisable prior to Declarant's sale of such Building Lot. Such right shall include, but not be limited to, erecting, constructing, and maintaining on the unsold Building Lots such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by

sale, lease, or otherwise. This Declaration shall not limit the right of Declarant, at any time prior to acquisition of title by a purchaser, to establish on the Property subject hereto additional licenses, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The rights of Declarant hereunder may be assigned to any successor or successors to Declarant's interest in the Property by an express assignment transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the any other Owner's right to use and enjoy its Building Lot. Any exercise of a right of the Declarant provided for in this Section 19 that shall require the Declarant to amend the Site Plan, shall require that Declarant provide notice to all Owners and Mortgagees in accordance with the notice provisions hereof.

20. RECIPROCAL EASEMENTS

(a) Ingress and Egress. Declarant initially declares the existence of, and each Owner hereby grants and conveys to each other Owner, for its use and for the use of its Permittees, in common with others entitled to use the same, a perpetual non-exclusive easement for the passage and accommodation of pedestrians over and across the Greenbelt of each grantor's Building Lot as the same may from time to time be constructed and maintained for such use and the right of ingress, egress, and access to and within the Park. Such easement rights shall be subject to the following reservations as well as other provisions contained in this Declaration.

(i) Except for situations specifically provided for in the following subparagraphs, no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian travel for the purposes herein permitted shall be erected or permitted within or across the Greenbelt area of a Building Lot; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities (such as mailboxes, public telephones, or benches), landscaping, berms, or planters, which have been approved by the Architectural Control Committee.

(ii) No Owner shall make changes to the Greenbelt on its Building Lot without the approval of the Architectural Control Committee.

(iii) Each Owner further reserves the right to close off such portion of its Greenbelt for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of its Greenbelt as herein provided, such Owner shall give written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.

(iv) Each Owner reserves the right, at any time and from time to time, to exclude and restrain any Person who is not a Permittee from using the Greenbelt of such Owner's Building Lot.

(b) Utilities.

(i) Declarant initially declares the existence of, and each Owner hereby grants and conveys to each other Owner, a non-exclusive perpetual easement in, to, over, under, along, and across the Greenbelt located on the grantor's Building Lot necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation, and removal of lines or systems for utilities serving the grantee's Building Lot, including but not limited to sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone, and communication lines. Except with respect to ground mounted electrical transformers at the rear of a building or as may be necessary during periods of construction, repair, or temporary service, all utilities shall be underground unless required to be above ground by the utility providing such service. Prior to exercising the right granted herein, the grantee shall first provide the grantor with a written statement describing the need for such easement, shall indemnify the proposed location of the utility, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by the Association. Any Person installing or maintaining utilities pursuant to the provisions of this article shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the grantor's use of its Building Lot. If any of the Owners elect to install common utilities, all costs and expenses thereof may be set forth in a separate agreement between those cooperating Owners.

(ii) The location and width of any utility installed subsequent to the initial paving and improving of any Owner's Building Lot shall be subject to the prior written consent of the Owner whose Building Lot is to be burdened thereby, such consent not to be unreasonably withheld. The easement area shall be no larger than that necessary to reasonably satisfy the utility company (as to a public utility) or five feet on each side of the centerline (as to a private line). Upon request, the grantee shall provide to the grantor a copy of an as-built survey showing the location of such utility. The grantor shall have the right at any time to relocate a utility line upon thirty (30) days prior written notice to the grantee, provided that such relocation:

- (A) shall not interfere with or diminish the utility services to the grantee;
- (B) shall not reduce or unreasonably impair the usefulness or function of such utility;
- (C) shall be performed without cost or expense to grantee;
- (D) shall be completed using materials and design standards which equal or exceed those originally used; and
- (E) shall have not been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area shall be at the grantor's expense and shall be accomplished as soon as possible. Grantee shall have a right to require an as-built survey of such relocated utility to be delivered to it at grantor's expense.

(c) Construction, Common, and Reconstruction.

(i) In order to accommodate any footings, foundations, columns, walls, or eaves which may be constructed or reconstructed immediately adjacent to a boundary line of the building pad and Greenbelt and which may overlap that boundary line, Declarant initially declares the existence of, and each Owner hereby grants and conveys to each other Owner, a non-exclusive easement in, to, over, under, and across that portion of the Greenbelt adjacent to such boundary line, in space not theretofore occupied by any then-existing structure, for the construction, maintenance, and replacement of footings and foundations, to a maximum distance of three (3) feet onto the Greenbelt, and for the construction, replacement, and maintenance of columns, walls, or eaves to a maximum distance of three (3) feet onto the Greenbelt. The grant of easement shall include the reasonable right of access necessary to exercise and enjoy such grant. The easement shall continue in effect for the term of this Declaration and thereafter for so long as the building utilizing the easement area exists (including a reasonable period to permit reconstruction or replacement of such building if the same shall be destroyed, damaged, or demolished) and shall include the reasonable right of access necessary to exercise and enjoy such grant.

(ii) Prior to utilizing the easement right set forth in (a) above, the Owner shall advise the Association of its intention to use the same, shall provide the plans and specifications and proposed construction techniques for the improvements to be located within the easement area, and shall give the Association opportunity to commence any construction activities which the Association contemplated undertaking at approximately the same time to the end that each party involved shall be able to utilize subterranean construction techniques which will permit the placement above-ground of improvements on each portion of the property immediately adjacent to the common boundary line. If the common subterranean construction element is used by an Owner and the Association, it is specifically understood that each shall assume and pay its reasonable share of the cost and expense of the initial construction and, so long as the Owner and the Association are benefiting therefrom, subsequent maintenance thereof. In the event any improvement utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element shall be left in place for the benefit of any improvements utilizing the same located on the adjoining portion of the property.

(iii) Should any improvement to be constructed as provided herein inadvertently encroach on any Greenbelt or Common Area surrounding same, the Declarant hereby declares the existence of and each Owner hereby grants and conveys to each other Owner a perpetual easement for such encroachment to the encroaching party; provided, however, that such encroachment easement shall lapse in the event the improvement benefiting from same is thereafter razed and rebuilt, unless the encroachment is necessary for the structural integrity of the rebuilt structure.

(d) Drainage Easement. Declarant initially declares the existence of, and each Owner hereby grants and conveys to each other Owner, for its use and for the use of its Permittees, a nonexclusive, perpetual easement through and across each Building Lot and the Common Area for reasonable drainage purposes.

(e) Restriction. No Owner shall grant any easement for the purposes set forth in this Article for the benefit of any property not within the Park; provided, however, that the foregoing shall not prohibit the granting or dedicating of utility easements by the Declarant or an Owner on the Common Area or a Building Lot, as the case may be, to governmental or quasi-governmental authorities or to public utilities.

(f) Amendment/Repeal. The provisions of this Article 20 may not be amended or repealed without the approval of one hundred percent (100%) of the Owners, the Association and all Mortgagees.

21. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and addressed to the recipient at such addresses as each shall supply to the others in the manner hereafter provided. All notices given pursuant to this Declaration shall be deemed received upon personal delivery or, if mailed, upon expiration of four (4) business days after mailing or, if sent by express delivery service, upon expiration of one (1) business day after pickup by such express delivery service, unless actually received sooner. Each party may change its address by written notice to the other Owner(s) given in the manner hereinabove stated.

(b) No Joint Venture. The provisions of this Declaration are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

(c) Captions/Headings. The captions heading the various sections of this Declaration are for convenience and identification only and shall not be deemed to limit or define the contents of their respective sections.

(d) Entire Declarations. This Declaration contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or verbal agreements with respect thereto. This Declaration may not be modified without the written agreement of all of the Owners.

(e) No Wavier. The failure of an Owner or of the Association to insist upon strict performance of any of the provisions of this Declaration shall not be deemed a wavier of any rights or remedies that such Owner or the Association may have and shall not be deemed a wavier of any subsequent breach or default of any of the obligations contained herein by the same or any other party.

(f) Time of Essence. Time is of the essence with respect to matters in this Declaration wherein time limitations are mentioned.

(g) Remedies Cumulative. All remedies provided in this Declaration shall be deemed cumulative. therefore, notwithstanding the exercise by a party of any remedy hereunder, such Owner shall have recourse to all other remedies as may be available at law or in equity.

(h) Binding Effect/Covenants Running With Land. The covenants contained in this Declaration shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of the Park and any portion thereof or interest therein, and any Person having or acquired any portion of the Park or any interest therein and their successive owners and assigns.

(i) Recordation. This Declaration shall be recorded in the official records of Clark County, Nevada and this Declaration shall be effective upon such recordations.

(j) Governing Law. This Declaration and the obligations of the parties bound hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Nevada.

(k) Counterparts. This Declaration may be executed in any number of counterparts, each of which, when fully executed, shall be deemed to be an original, and all of which together shall deemed to constitute one and the same instrument.

(l) Estoppel Certificate. Upon the written request of any Owner, the Board shall provide such Owner with a written certificate stating that, to the best of its actual knowledge, the Owner or Owner's Building Lot is not in violation of any of the provisions of this Declaration and the Board has not received written notice from any Owners stating that the Owner or Owner's Building Lot is in violation of this Declaration, or if there are any such violations or the Board has received such notices, stating in sufficient detail the nature of such violations. The certification shall be delivered to the Owner no later than thirty (30) days after such request by the Owner. The Board may charge the Owner a reasonable fee to recover its costs in researching and preparing the certificate. Any prospective purchaser or Mortgage of the Owner's Building Lot shall be entitled to rely on the information contained in the certificate; provided, however, that such reliance may not extend to any violations of this Declaration of which the Board does not have actual knowledge, or which have not been brought to its attention by written notice of an Owner. To the fullest extent permitted by law and provided the Board, the Association, any committee of the Association or Board, and any members thereof, and any officers of the Association or Board, acted in good faith and consistent with what they reasonably believed to be within the scope of their authority and duties, neither the Board, the Association, any committees of the Association or Board, any members thereof, or any officers of the Association or Board shall be liable to the Owner requesting the certificate or any other Owner of a Building Lot for any damage, loss, or prejudice suffered or claimed on account of the failure to supply such certificate or on account of any information contained in the certificate being incomplete or inaccurate and said was actually unknown to any of the above entities or persons.

(m) Mechanic's Liens. If an Owner (the "Responsible Owner") shall permit or allow any mechanic's liens to be filed against another Owner's Building Lot (an "Affected Owner") the Responsible Owner shall either pay the same and have it discharged of record, promptly, or take such action as may be required to reasonably and legally object to such lien

and the placing of same against such Affected Owner's Building Lot, and in all events the Responsible Owner shall cause the lien to be discharged prior to the entry of judgment for foreclosure of such lien. Upon request of an Affected Owner, the Responsible Owner shall furnish such security or indemnity as may be required, to and for the benefit of such Affected Owner to permit a title endorsement or title policy to be issued relating to such Affected Owner's Building Lot without showing thereon the effect of such lien.

(n) Duration. This Declaration and each term, easement, covenant, restriction and undertaking contained herein will remain in effect for a term of fifty (50) years from the recordation date hereof and will automatically be renewed for successive ten (10) year periods unless the Owners of sixty-six and two-thirds percent (66-2/3%) or more of the Building Lots comprising the Park elect in writing not to so renew; provided, however, that the easements referred to in Article 20 hereof which are specified as being perpetual or as continuing beyond the term of this Declaration shall continue in force and effect as provided therein. Upon termination of this Declaration, all rights and privileges derived herefrom and all duties and obligations created and imposed hereunder, except as relate to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity which may be available with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

(o) Severability. If any clause, sentence, or other portion of this Declaration shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

(p) Attorneys' Fees/Court Costs. Should suit or legal action be instituted to enforce any of the foregoing terms, covenants, conditions, restrictions, and encumbrances, then the losing party, in addition to any judgment, order, or decree agrees to pay the prevailing party its reasonable attorneys' fees and court costs as may be awarded by the trier of fact adjudging or decreeing such suit or action.

(q) Force Majeure. If any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

(r) Rules and Regulations. Each Owner shall observe and comply with, and shall cause its respective Permittees to observe and comply with, such non-discriminatory Rules and Regulations as the Association may adopt from time to time (the "Rules and Regulations"). Amending the Rules and Regulations shall not require the amendment of this Declaration. The Rules and Regulations shall be enforced by the Association.

(s) Enforcement. The Association, or any Owner, or both, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Without limiting the generality of the immediately preceding sentence, the Association, or any Owner, or both, shall have the right to enforce as equitable servitudes all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration or any amendments thereto. The Association, or any Owner, or both, shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto. The Association, or any Owner, or both, shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto. With respect to architectural control, Maintenance Area Expense liens, or other liens or charges and Association Rules, the Association shall have the exclusive right to the enforcement thereof.

(t) Nuisance. The result of every act or omission whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

(u) Exempted Improvements. Any and all improvements built, constructed, erected, repaired, or replaced by the Declarant on the Common Area or on any Building Lot shall not be subject to the provisions of Section 3, "Use Restrictions", or Section 4, "Architectural Control".

(v) Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Control Committee, any other committees of the Association, any member of such Board or committee, nor any officer of the Board or Association shall be liable to any Member or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, committees, or persons reasonably believed to be within the scope of their duties.

(w) Leases. Any agreement for the leasing or rental of a Building Lot or any Building thereon (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, and the Association Rules. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his Building Lot or Building thereon shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, the Bylaws, and the Association Rules.

(x) Construction. Unless the context otherwise requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural includes the singular.

(y) Amendments/Repeal. Subject to the other provisions of this Declaration, including without limitation the rights of Mortgagees pursuant to Article 11, "Rights of Lenders", this Declaration may be amended as follows:

(i) Until such time as voting rights shall have been transferred to or vested in the Members in accordance with Section 2 ("Membership") hereof, amendments or modifications to this Declaration or repeal of this Declaration shall be effective when executed by the Declarant and all Mortgagees which have interests encumbering the Building Lots of the Declarant, when the President and Secretary of the Association shall execute a certificate stating that the Declarant and all said Mortgagees are the only individuals and/or entities which must approve same, and when the aforesaid certificate of the President and the Secretary of the Association and the amendment or modification are both recorded in the Official Records of Clark County, Nevada. Thereafter, this Declaration may be amended or modified only by the affirmative vote or written ballot or written consent of Members representing at least two-thirds (2/3) of the voting power of the Association, and by the written consent of all Mortgagees; provided, however, that so long as the Declarant owns at least sixty-six and two-thirds percent (66-2/3%) of the Building Lots within the Park, then this Declaration may not be repealed without the prior written consent of the Declarant.

(ii) An amendment, modification, or repeal that requires the vote and written assent of the Members and Mortgagees as hereinabove provided shall be effective when the hereinabove required percentage of members, Mortgagees, individuals, and entities has approved the same, when that fact has been certified in a certificate executed by the President and the Secretary of the Association, and when the aforesaid certificate of the President and Secretary of the Association and the amendment, modification, or document evidencing the repeal of the Declaration, are both recorded in the Official Records of Clark County, Nevada.

(z) Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Building Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said Property.

(aa) Limitation of Liability. Notwithstanding any contrary provision in this Declaration, the Articles, the Bylaws, or the Association Rules, the liability of the Declarant for any liabilities, damages, claims, awards, judgments, fees, or costs resulting from the failure of Declarant or the failure of Declarant's partners, or the partners, directors, or officers of Declarant's partners, or the failure of Declarant's agents, contractors, or employees, to keep, observe, and perform all the duties, obligations, agreements, covenants, conditions, and restrictions imposed by this Declaration, the Articles, the Bylaws, or the Association Rules (Collectively, the "Declarant's Liabilities"), shall be limited to the equity interest of the Declarant

in the Building Lots then owned by Declarant. No other Property, real or personal, of Declarant, nor the partners of Declarant, nor the partners, directors, or officers of the partners of Declarant, shall be available or liable for the satisfaction of the Declarant's Liabilities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures this 4th day of April, 1995.

E. A. Collins, a married man,
his sole & separate property,
 E. A. Collins, a Married man as his sole
 and separate property
E. A. Collins
Dene E. Krametbauer, by E. A. Collins,
his attorney-in-fact.
 Dene E. Krametbauer, by E. A. Collins his
 attorney-in-fact E. A. Collins

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on MAY 5, 1995 by E. A. Collins, for himself and as attorney-in-fact for Dene E. Krametbauer.



MARY PICKENS
 Notary Public-State of Nevada
 CLARK COUNTY
 My Appointment Expires Mar. 20, 1997

Mary Pickens
 Notary Public

E X H I B I T " A "

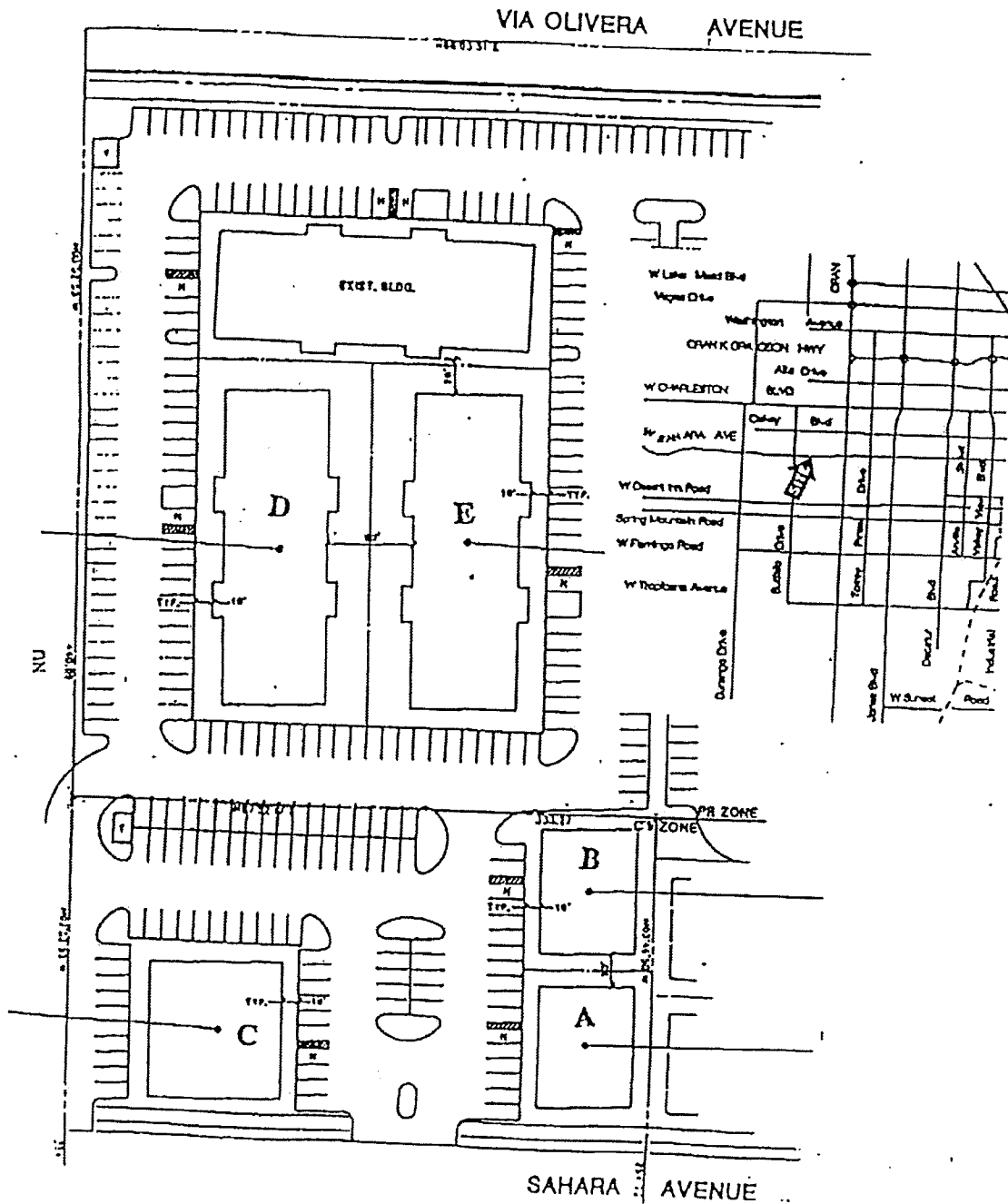
Being a portion of Lot 1, Block 1 of SAHARA PROFESSIONAL PARK - UNIT 2 (A Commercial Subdivision) as shown by a map thereof on file in Book 60 of Plats, Page 69 in the Office of the County Recorder, Clark County, Nevada being in the West Half (W1/2) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 3, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 3; thence along the Westerly line and the Southerly prolongation of said Lot 1, North 03° 52' 55" West, 268.76 feet to the POINT OF BEGINNING; thence continuing North 03° 52' 55" West, 242.96 feet to the Southerly line of Parcel 1 as per map recorded in File 71, Page 57 of Surveys in the Office of the County Recorder of said County; thence along said line, North 88° 03' 51" East, 333.76 feet to the Easterly line of said Lot 1; thence along said line, South 03° 46' 50" East 241.83 feet; thence departing said line, South 87° 52' 17" West, 333.29 feet to the POINT OF BEGINNING.

EXHIBIT "B"

(Site Plan)

Bldg Lot Map



RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
NATIONAL TITLE COMPANY

05-10-95 08:00 NLE 37

BOOK: 950510 OFFICIAL RECORDS INST: 00303

FEE: 43.00 RPTT: .00

10
980625 NW
WHEN RECORDED MAIL TO:

Jones Vargas
3773 Howard Hughes Parkway
Third Floor South
Las Vegas, Nevada 89109
Attn: Stephen M. Rice, Esq.

PT
085
(16)

**DECLARATION OF RESTRICTIVE COVENANTS,
RESERVED PARKING AGREEMENT AND EASEMENTS**

This DECLARATION OF RESTRICTIVE COVENANTS, RESERVED PARKING AGREEMENT AND EASEMENTS (the "Declaration") is made and entered into as of April 15th, 1998 by E.A. Collins and Dene E. Krametbauer (collectively, "Declarant").

1. **RECITALS.**

(a) Declarant is the owner of certain real property located in the City of Las Vegas, Clark County, Nevada, as shown on Exhibit "A" attached hereto and incorporated herein by this reference, together with all easements, rights of way, hereditaments and appurtenances thereto (the "Property"), as shown on the site plan attached hereto as Exhibit "B" and incorporated herein by reference (the "Site Plan").

(b) Declarant wishes to subject the Property to the restrictive covenants, reserved parking agreement, and easements set forth herein.

2. **COVENANTS.**

Declarant hereby declares that all of the Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictive covenants:

- a. No building, structure or appurtenance or any portion of any building, structure or appurtenance on the Property may be constructed within that area which is described in Exhibit "C" attached hereto and incorporated herein by this reference.
- b. Pad B, as shown on the Site Plan, shall not be used for the operation of a restaurant, bar, tavern, liquor store, or similar establishment which offers food and/or alcoholic beverages for sale.

3. **RESERVED PARKING.**

Declarant shall reserve for the exclusive use of the owner of Pad A (the "**Pad A Owner**"), as shown on the Site Plan, those thirty-one (31) parking spaces cross-hatched on the Site Plan (the "**Parking Facilities**"). The Pad A Owner shall have the right, if necessary, to post signs in order to enforce its exclusive parking rights. The Pad A Owner shall indemnify and hold Declarant harmless for loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection with the Pad A Owner's rights pursuant to this section. Furthermore, Declarant shall have no obligation to enforce this Section 3.

4. **VEHICULAR ACCESS, INGRESS, AND EGRESS EASEMENT.**

Declarant grants to the Pad A Owner and its employees, customers, guests, and invitees a non-exclusive easement across the drive aisles of the Property solely for vehicular access, ingress, and egress between the public streets and the Parking Facilities.

5. **SEWER EASEMENT.**

Declarant grants to the Pad A Owner for the sole benefit of Pad A, a non-exclusive permanent right of way and easement on, over and through a portion of the Property described on Exhibit "D" attached hereto and incorporated herein by reference (the "**Easement Area**") for the installation, construction, maintenance and use of a sewer line(s) to serve Pad A. The Pad A Owner shall indemnify and hold Declarant harmless for loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever in connection the Pad A Owner's rights pursuant to this section.

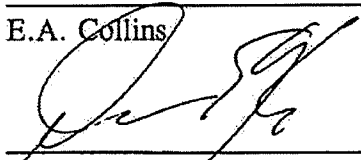
6. **RUNNING OF BENEFITS AND BURDENS.**

The provisions of this Declaration shall run with the Property and shall be binding on and inure to the benefit of the owners of the Property and their heirs, successors and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this Declaration.

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



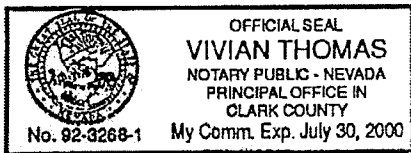
 E.A. Collins



 Dene E. Krametbauer

STATE OF NEVADA

COUNTY OF CLARK

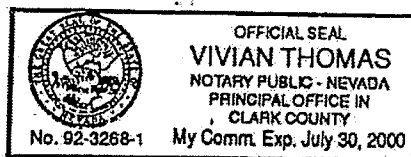
This instrument was acknowledged before me on April 15, 1998 by E.A. Collins.

Vivian Thomas
Notary Public

My commission expires: 7/30/2000

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on April 15, 1998 by Dene E. Krametbauer.

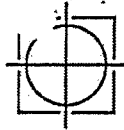
Vivian Thomas
Notary Public

My commission expires: 7/30/2000

980416.01865

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY



ESI ENGINEERS AND
SURVEYORS INC.
PLANNERS • CONSULTING ENGINEERS • SURVEYORS

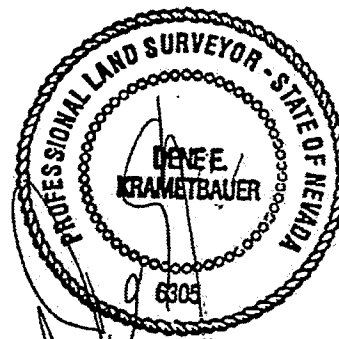
W.O. #742-9617
File: 9617ex41.doc
April 13, 1998
By: TLH

EXPLANATION: Parcel adjacent to West Sahara Avenue, being a portion of Lot 1, Block 1 per Book 60, Page 69 of Plats.
(Sahara Professional Park II)

Being a portion of Lot 1, Block 1 in the City of Las Vegas, County of Clark, State of Nevada, as per map recorded in Book 60, Page 69 of Plats in the Office of the County Recorder of said County, being in the West Half ($W \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of the Southeast Quarter ($SE \frac{1}{4}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section 3, Township 21 South, Range 60 East, M.D.M., more particularly described as follows:

COMMENCING at the southwest corner of the Southeast Quarter ($SE \frac{1}{4}$) of the Southwest Quarter ($SW \frac{1}{4}$) of said Section 3;
Thence along the westerly line of said Southeast Quarter ($SE \frac{1}{4}$) and the southerly prolongation of said Lot 1, North $03^{\circ}52'55''$ West, 75.04 feet to the POINT OF BEGINNING;
Thence continuing, North $03^{\circ}52'55''$ West, 194.23 feet;
Thence North $87^{\circ}52'17''$ East, 333.30 feet to the easterly line of said Lot 1;
Thence along said line, South $03^{\circ}46'50''$ East, 194.22 feet to the northerly Right-of-Way line of Sahara Avenue;
Thence along said line, South $87^{\circ}52'17''$ West, 332.95 feet to the **POINT OF BEGINNING**.

Said parcel contains 64,504 sq. ft., 1.48 acres more or less.



4/13/98

SAHARA PROFESSIONAL PARK

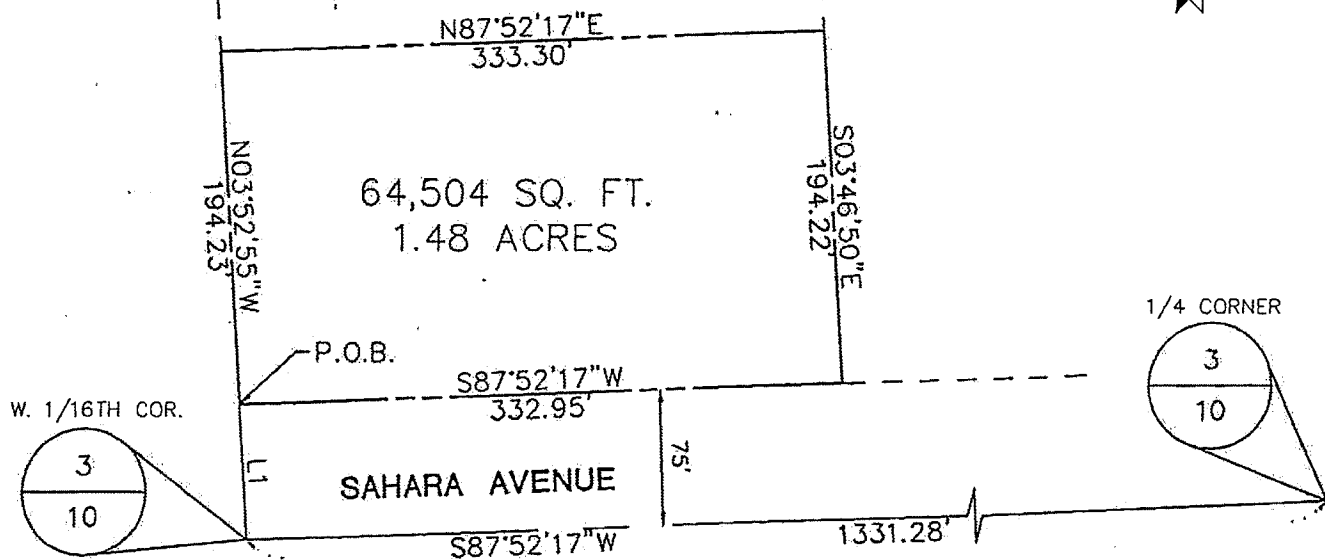
PORTION OF LOT 1, BLOCK 1 OF BOOK 60, PAGE 69 OF PLATS

VIA OLIVERO AVENUE

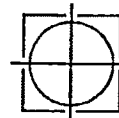
PARCEL 1
FILE 71, PAGE 57 OF SURVEYS

LOT 1, BLOCK 1
BOOK 60, PAGE 69 OF PLATS

No.	BEARING	DISTANCE
L1	N03°52'55"W	75.04'



SCALE: 1" = 100'



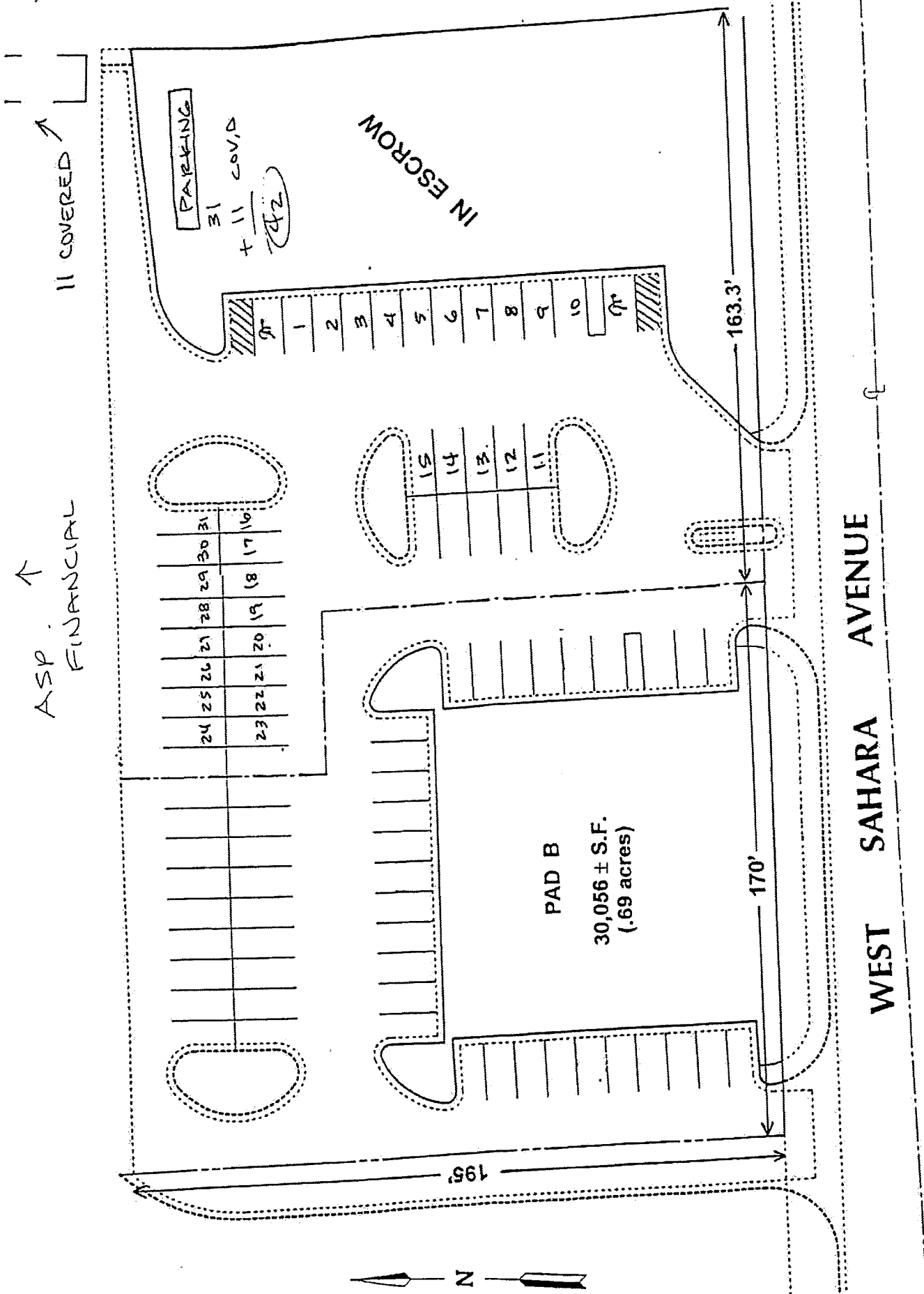
ESI ENGINEERS AND
SURVEYORS INC.
PLANNERS • CONSULTING ENGINEERS • SURVEYORS

7548 WEST SAHARA AVENUE • LAS VEGAS, NEVADA 89117 • (702) 248-6415

980416.01865

EXHIBIT "B"

SITE PLAN



980416.01865

EXHIBIT "C"

LEGAL DESCRIPTION OF NO-BUILD AREA

EXHIBIT "C" - LEGAL DESCRIPTION OF NO-BUILD AREA

EXPLANATION: No-build easement within E.A. Collins and Dene Krametbauer property @ Sahara Professional Park - Unit 2.

BASIS OF BEARINGS

The basis of bearings for this legal description is the southerly line of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, which bears South 87°52'17" West, as per map recorded in Book 60, Page 69 of Plats in the Office of the County Recorder of said County.

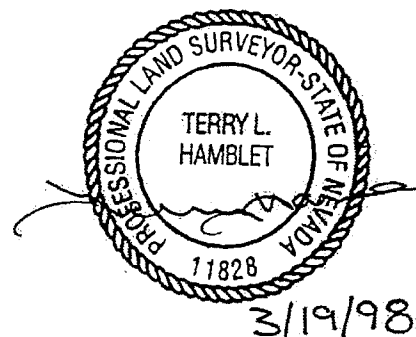
Being a portion of Lot 1, Block 1 of SAHARA PROFESSIONAL PARK - UNIT 2 (A COMMERCIAL SUBDIVISION) in the City of Las Vegas, County of Clark, State of Nevada, as per map recorded in Book 60, Page 69 of Plats in the Office of the County Recorder of said County situated in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 21 South, Range 60 East, M.D.M., more particularly described as follows:

BEGINNING at the southeast corner of Parcel III as per File 83, Page 94 of Surveys;
Thence along the easterly line of said Lot 1, said line also being the westerly line of Lot 1, Block 1 of SAHARA PROFESSIONAL PARK - UNIT 1 as per Book 58, Page 2 of Plats, South 03°46'50" East, 8.74 feet;
Thence South 83°03'20" West, 72.38 feet to a point of curvature;
Thence southwesterly, along the arc of a curve to the left, concave southeasterly, having a radius of 23.00 feet, through a central angle of 68°34'03", an arc distance of 27.52 feet to a point of compound curvature to which a radial line bears, North 75°30'43" West;
Thence southeasterly, along the arc of a curve to the left, concave northeasterly, having a radius of 3.00 feet, through a central angle of 108°16'07", an arc distance of 5.67 feet;
Thence North 86°13'10" East, 14.99 feet; Thence South 03°46'50" East, 159.62 feet to the southerly line of said Lot 1 per Book 60, Page 69 of Plats, said line also being the northerly line of West Sahara Avenue, being, 75.00 feet wide half street width, as dedicated per said plat map;
Thence along said line, South 87°52'17" West, 40.02 feet;
Thence departing said line, North 03°46'50" West, 180.77 feet to the southerly line of said Parcel III;
Thence along said line, North 87°52'17" East, 115.05 feet to the POINT OF BEGINNING.

Said parcel contains 8,403 sq. ft., more or less.

"The above described parcel of land represents a portion of Lot 1, Block 1 of Book 60, Page 69 of Plats and is not intended for inclusion in a document conveying fee ownership. To do so is a violation of state law and or local ordinance."

END OF DESCRIPTION



900116.01065

EXHIBIT "C" - FULL DESCRIPTION OF NO-BUILD AREA

SAHARA PROFESSIONAL PARK - UNIT 2

NO-BUILD EASEMENT WITHIN E.A. COLLINS & DENE KRAMETBAUER PROPERTY

LOT 1, BLOCK 1
SAHARA PROFESSIONAL
PARK - UNIT 1
BOOK 58, PAGE 2
PLATS

No.	BEARING	DISTANCE
L1	S87°52'17"W	40.02'
L2	S03°46'50"E	8.74'
L3	N86°13'10"E	14.99'

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	23.00'	68°34'03"	27.52'	15.68'
C2	3.00'	108°16'07"	5.67'	4.15'

LOT 1, BLOCK 1
SAHARA PROFESSIONAL
PARK - UNIT 2
BOOK 60, PAGE 69
PLATS

PARCEL 3
FILE 80, PAGE 39
SURVEYS

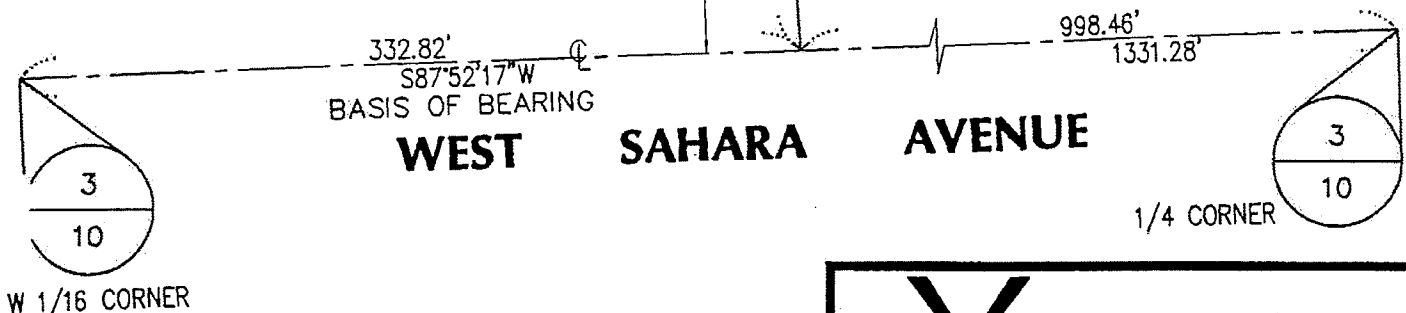
PARCEL 1
FILE 80, PAGE 39
SURVEYS



INGRESS/EGRESS ESMT. PER
BOOK 60, PAGE 69 OF PLATS

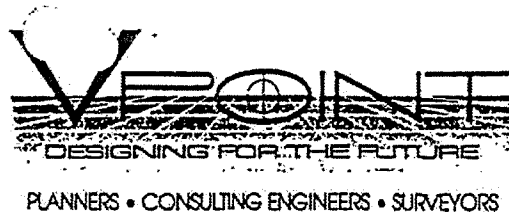
(R/W DEDICATED PER BOOK 60, PAGE 69 OF PLATS
& BOOK 920612, INSTRUMENT No. 00921)

(R/W DEDICATED PER BOOK 58, PAGE 2 OF PLATS
& BOOK 920618, INSTRUMENT No. 00273)

**SCALE: 1" = 50'**

980416.01865

EXHIBIT "D"
EASEMENT AREA



980416.01865
W.O. #937-9618
File: 9618ex18.doc
April 13, 1998
By: TLH
Checked By: GDR

EXHIBIT "D" - EASEMENT AREA

EXPLANATION: 20' wide Private Sewer Easement over Sahara Professional Park - Unit 2.

BASIS OF BEARING:

The basis of bearings for this legal description is the southerly line of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, which bears South 87°52'17" West, as per map recorded in Book 60, Page 69 of Plats in the Office of the County Recorder of said County.

An easement for sewer purposes and incidents thereto, being a strip of land 20.00 feet wide over a portion of Lot 1, Block 1 of SAHARA PROFESSIONAL PARK - UNIT 2 (A COMMERCIAL SUBDIVISION) in the City of Las Vegas, County of Clark, State of Nevada, as per map recorded in Book 60, Page 69 of Plats in the Office of the County Recorder of said County situated in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 3, Township 21 South, Range 60 East, M.D.M., being 10.00 feet on each side of the following described centerlines:

PARCEL 1:

COMMENCING at the southeast corner of said Lot 1;

Thence along the southerly line of said Lot 1, said line also being the northerly right-of-way line of West Sahara Avenue, being, 75.00 feet wide half street width, as dedicated per said plat map, South 87°52'17" West, 75.03 feet to the southerly prolongation of the westerly line of Parcel 1 per File 94, Page 71 of Surveys;

Thence along said prolongation and said westerly line North 03°46'50" West, 38.62 feet to the

POINT OF BEGINNING;

Thence departing said line, South 87°52'17" West, 53.92 feet to the easterly line of that certain 20.00 feet wide City of Las Vegas sewer easement as shown per said plat map, said point also being the **POINT OF TERMINUS.**

The sidelines of said 20.00 foot easement to be extended or shortened as to begin on said westerly line of Parcel 1 per File 94, Page 71 of Surveys and to be extended or shortened as to terminate on said easterly line of said 20.00 foot wide City of Las Vegas sewer easement.

PARCEL 2:

TOGETHER WITH the following described parcel of land:

COMMENCING at the aforementioned **POINT OF BEGINNING** for Parcel 1;

Thence along the westerly line of said Parcel 1 per File 94, Page 71 of Surveys and the westerly line of Parcel 2 per said survey map, North 03°46'50" West, 45.00 feet to the **POINT OF BEGINNING;**

Thence departing said line, South 87°52'17" West, 52.62 feet to the easterly line of that certain 20.00 feet wide City of Las Vegas sewer easement as shown per said plat map, said point also being the **POINT OF TERMINUS.**

980416.01865

W.O. #937-9618
File: 9618ex18.doc
April 13, 1998
By: TLH
Checked By: GDR

The sidelines of said 20.00 foot easement to be extended or shortened as to begin on said westerly line of Parcel 2 per File 94, Page 71 of Surveys and to be extended or shortened as to terminate on said easterly line of said 20.00 foot wide City of Las Vegas sewer easement.

PARCEL 3:

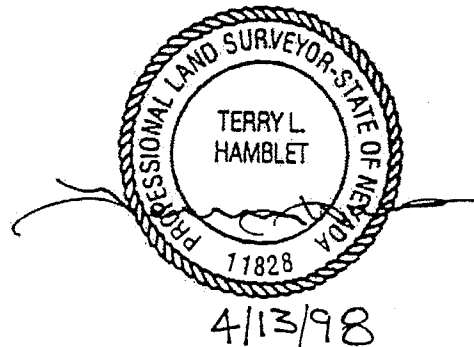
TOGETHER WITH the following described parcel of land:

COMMENCING at the aforementioned POINT OF BEGINNING for Parcel 2;
Thence along the westerly line of said Parcel 2 per File 94, Page 71 of Surveys and the westerly line of Parcel 3 per said survey map, North 03°46'50" West, 49.39 feet to the POINT OF BEGINNING;
Thence departing said line, South 87°52'17" West, 61.20 feet;
Thence South 02°07'43" East, 23.95 feet to the northerly line of that certain 20.00 feet wide City of Las Vegas sewer easement as shown per said plat map, said point also being the POINT OF TERMINUS.

The sidelines of said 20.00 foot easement to be extended or shortened as to begin on said westerly line of Parcel 3 per File 94, Page 71 of Surveys and to be extended or shortened to meet at angle points and to be extended or shortened as to terminate on said northerly line of said 20.00 foot wide City of Las Vegas sewer easement.

"The above described parcel of land represents a portion of Lot 1, Block 1 of Book 60, Page 69 of Plats and is not intended for inclusion in a document conveying fee ownership. To do so is a violation of state law and or local ordinance."

END OF DESCRIPTION



SAHARA PROFESSIONAL PARK - UNIT 2

20' WIDE PRIVATE SEWER EASEMENTS

LOT 1, BLOCK 1
SAHARA PROFESSIONAL
PARK - UNIT 1
BOOK 58, PAGE 2
PLATS

PARCEL III
FILE 83, PAGE 94
SURVEYS

No.	BEARING	DISTANCE
L1	S02°07'43"E	23.95'
L2	S87°52'17"W	61.20'
L3	S87°52'17"W	52.62'
L4	S87°52'17"W	53.92'
L5	S03°46'50"E	12.00'
L6	S03°46'50"E	26.61'
L7	N03°46'50"W	26.62'

LOT 1, BLOCK 1
SAHARA PROFESSIONAL
PARK - UNIT 2
BOOK 60, PAGE 69
PLATS

PARCEL 3
FILE 94, PAGE 71
SURVEYS

PARCEL 3
FILE 80, PAGE 39
SURVEYS

PARCEL 2
FILE 94, PAGE 71
SURVEYS

PARCEL 1
FILE 80, PAGE 39
SURVEYS

PARCEL 1
FILE 94, PAGE 71
SURVEYS

P.O.B.
PARCEL 1

S87°52'17"W
75.03'

INGRESS/EGRESS ESMT. PER
BOOK 60, PAGE 69 OF PLATS

(R/W DEDICATED PER BOOK 60, PAGE 69 OF PLATS
& BOOK 920612, INSTRUMENT No. 00921)

(R/W DEDICATED PER BOOK 58, PAGE 2 OF PLATS
& BOOK 920618, INSTRUMENT No. 00273)

332.82'
S87°52'17"W
BASIS OF BEARING

WEST**SAHARA****AVENUE**

1/4 CORNER

W 1/16 CORNER

SCALE: 1" = 50'**VPOINT**

DESIGNING FOR THE FUTURE
PLANNERS • CONSULTING ENGINEERS • SURVEYORS

7548 WEST SAHARA AVENUE • LAS VEGAS, NEVADA 89117 • (702) 248-6415

APNs:

**163-03-412-006, 163-03-412-007
163-03-412-009, 163-03-412-010
163-03-412-011, 163-03-412-012
and 163-03-412-013**

**WHEN RECORDED
RETURN TO:**

**KOLESAR & LEATHAM, CHTD.
3320 West Sahara Avenue, #380
Las Vegas, NV 89102
Attention: Joseph J. Mugan**

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RECIPROCAL EASEMENTS
FOR
STERLING PARK WEST**

This First Amendment to the Declaration of Covenants, Conditions and Reciprocal Easements for Sterling Park West (hereinafter referred to as the "Amendment") is made with reference to the facts set forth below. Capitalized terms, used herein and not otherwise defined herein are used with the meanings assigned therein the Declaration, as defined below.

RECITALS:

A. On May 10, 1995, the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easements for Sterling Park West (hereinafter referred to as the "Declaration") was recorded by E.A. Collins and Dene E. Krametbauer (hereinafter collectively referred to as the "Declarant") in Book 19950510 as Instrument No. 00303, in the Office of the County Recorder of Clark County, Nevada, as corrected by that certain Correction of Area Described Under Declaration of Covenants, Conditions and Restrictions And Reciprocal Easements for Sterling Park West recorded against the Property described on Exhibit "A" attached hereto in Book 19980416 as Instrument No. 01864 in the Office of the County Recorder of Clark County, Nevada. Jasmine Homeowners, a Nevada nonprofit corporation, is referred to herein and in the Declaration as the "Association."

B. Declarant has transferred all of their voting rights to the Members of the Association in accordance with Article 2 of the Declaration.

C. Section (y) of Article 21 of the Declaration provides that after the voting rights have been transferred to the Members of the Association, the Declaration may be

amended from time to time by the affirmative vote of Members representing at least two-thirds (2/3) of the voting power of the Association, evidenced by a written certification executed by the President and Secretary of the Association, as attached hereto as Exhibit "D", and by written consent of all Mortgagees holding a beneficial interest under a Deed of Trust encumbering a Building Lot within the Association, attached hereto as Exhibit "E". An amendment shall be effective when the aforesaid certification and amendment are both recorded in the Official Records of Clark County, Nevada. Section (d) of Article 21 of the Declaration provides that the Declaration may not be modified without the written agreement of all of the Owners. Section (a) of Article 2 provides that every Owner shall be a Member of the Association.

D. After receiving the proposed amendment set forth herein, the Members and Owners of the Association, each as defined by the Declaration, approved this Amendment, with the written consent of all Mortgagees, by written consent by the requisite number of votes pursuant to Section (d) of Article 21 of the Declaration and Section (y)(i) of Article 21 of the Declaration as of the date hereof.

E. By this Amendment, the Members and Owners representing the total voting power of the Association, with the written consent of all Mortgagees, desire to amend certain provisions of the Declaration.

NOW, THEREFORE, pursuant to and in accordance with the provisions of Section (d) of Article 21 of the Declaration and Section (y)(i) of Article 21 of the Declaration, the Declaration is hereby amended in the following respects:

1. Section (b) of Article 1 Definitions of the Declaration is hereby deleted in its entirety and restated as:

(b) Building Lot shall mean the portions of the Park designated on the Site Plan as Building Lots (labeled as A, B, C, D, E, F and G on Exhibit "B" hereto) and shall include both the building pad and a portion of the continuous landscaped area, the latter of which is sometimes referred to as "Greenbelt".

2. The Site Plan attached to the Declaration as Exhibit "B" is hereby deleted in its entirety and replaced by the Exhibit "B" Site Plan attached to this Amendment.

3. Section (i)(vi)(C) of Article 4 of the Declaration is hereby deleted in its entirety and the following is substituted therefore and restated as:

C. The exclusive use of each covered parking space indicated on the Site Plan are allocated to those groups of Building Lots in the manner and as indicated on the carport allocation plan attached hereto as Exhibit "C". In the event that the Building Lots within any particular group are owned by two (2) or more Owners at any given time, then such Owners shall agree in writing amongst themselves how the covered parking spaces allocated to

their respective group shall be assigned for exclusive use by each Building Lot within that particular group.

2. Except as specifically amended herein, all other terms, conditions and provisions of the Declaration shall continue in full force and effect.

3. This Amendment may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original and all of which shall constitute one and the same Amendment.

IN WITNESS WHEREOF, this Amendment is executed this ____ day of _____, 2008 by the Owners and Members of the Association in accordance with the terms of the Declaration.

MEMBERS:

EDGAR A. WILKINS AND SARA J. WILKINS, TRUSTEES OF THE WILKINS FAMILY TRUST DATED JULY 26, 1996

SAEID S. MOHTASHAMI

Saeid S. Mohtashami

By: _____
Edgar A. Wilkins, Trustee

DAVID A. ARPIN and KATHLEEN F. OLENDER

David A. Arpin

By: _____
Sara J. Wilkins, Trustee

Kathleen F. Olender

RONALD L. GREENAWALT and TONIA K. GREENAWALT

**COMMUNITY BANK,
a _____ corporation**

Ronald L. Greenawalt

By: William Risley
~~Rick Elmore~~, William Risley

Tonia K. Greenawalt

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by Saeid S. Mohtashami.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by David A. Arpin.

Notary Public

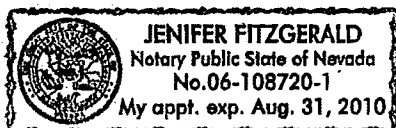
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by Kathleen F. Olender.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on 4/11/09 by William Risley ~~Rick Elmore~~ as
_____ of Community Bank, a _____ corporation.



[Signature]

Notary Public

EXHIBIT "A"

PARCEL I:

Being a portion of Lot 1, Block 1 in the City of Las Vegas, County of Clark, State of Nevada, as per map recorded in Book 60, page 69 of Plats, in the Office of the County Recorder of said County, being in the West Half (W1/2) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 3, Township 21 South, Range 60 East, M.D.M., more particularly described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 3;

THENCE along the Westerly line of said Southeast Quarter (SE1/4) and the Southerly prolongation of said Lot 1, North 01° 52' 55" West, 75.04 feet to the POINT OF BEGINNING;

THENCE continuing North 03° 52' 55" West, 194.23 feet;

THENCE North 87° 52' 17" East, 333.30 feet to the Easterly line of said Lot 1;

THENCE along said line, South 03° 46' 50" East, 194.22 feet to the Northerly right-of-way line of Sahara Avenue;

THENCE along said line, South 87° 52' 17" West, 332.95 feet to the POINT OF BEGINNING.

PARCEL II:

Being a portion of Lot 1, Block 1 of SAHARA PROFESSIONAL PARK-UNIT 2 (A Commercial Subdivision) as per map recorded in Book 60, page 69 of Plats in the Office of the County Recorder of the County of Clark and a portion of Parcel 1, as per map recorded in File 71, page 57 of Surveys, all being in the City of Las Vegas, County of Clark, State of Nevada, situated in the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 3, Township 21 South, Range 60 East, M.D.M., more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter (SE1/4) said point being a point on the centerline of West Sahara Avenue and the Southerly prolongation of the Westerly line of said Lot 1;

THENCE along said Westerly line, North 03° 52' 55" West, 298.76 feet;

Continuation of EXHIBIT "A"

THENCE departing said line, North 86° 07' 05" East, 66.00 feet to a line 66.00 feet Easterly and parallel with measured at right angles from said Westerly line, said point also being the POINT OF BEGINNING;

THENCE along said line, North 03° 52' 55" West, 289.77 feet to a line 74.00 feet Southerly and parallel with measured at right angles from the Northerly line of said Lot 1;

THENCE along said line, North 88° 03' 51" East, 201.83 feet to a line 66.00 feet Westerly and parallel with measured at right angles from the Easterly line of said Lot 1;

THENCE along said line, South 03° 46' 50" East, 289.08 feet to a line 300.63 feet Northerly and parallel with measured at right angles from said centerline;

THENCE along said line, South 87° 52' 17" West, 201.29 feet to the POINT OF BEGINNING.

PARCEL III:

Being a portion of Lot 1, Block 1 of SAHARA PROFESSIONAL PARK UNIT 2 (A COMMERCIAL SUBDIVISION) as per map recorded in Book 60, page 69 of Plats in the Office of the County Recorder of the County of Clark and a portion of Parcel 1, as per map recorded in File 71, page 57 of Surveys, all being in the City of Las Vegas, County of Clark, State of Nevada, situated in the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 3, Township 21 South, Range 60 East, M.D.M., more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter (SE1/4) said point being a point on the centerline of West Sahara Avenue, being 75.00 feet wide half street as shown per said Plat Map, and the Southerly prolongation of the Westerly line of said Lot 1;

THENCE along said Westerly line, North 03° 52' 55" West, 269.26 feet to the POINT OF BEGINNING;

THENCE continuing along said line, North 03° 52' 55" West, 395.55 feet to the Southerly right-of-way line of Via Olivera Avenue, being 30.00 feet wide half street as shown per said Plat Map;

THENCE along said line, North 88° 03' 51" East, 334.03 feet to the Easterly line of said Lot 1;

THENCE along said line, South 03° 46' 50" East, 394.41 feet to a line 194.13 feet Northerly and parallel with measured at right angles from the Northerly right-of-way line of said West Sahara Avenue;

Continuation of EXHIBIT "A"

THENCE along said line, South $87^{\circ} 52' 17''$ West, 333.30 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel:

COMMENCING at the Southwest corner of said Southeast Quarter (SE1/4) said point being a point on the centerline of West Sahara Avenue and the Southerly prolongation of the Westerly line of said Lot 1;

THENCE along said Westerly line, North $03^{\circ} 52' 55''$ West, 298.76 feet;

THENCE departing said line, North $86^{\circ} 07' 05''$ East, 66.00 feet to a line 66.00 feet Easterly and parallel with measured at right angles from said Westerly line, said point also being the POINT OF BEGINNING;

THENCE along said line, North $03^{\circ} 52' 55''$ West, 289.77 feet to a line 74.00 feet Southerly and parallel with measured at right angles from the Northerly line of said Lot 1;

THENCE along said line, North $88^{\circ} 03' 51''$ East, 201.83 feet to a line 66.00 feet Westerly and parallel with measured at right angles from the Easterly line of said Lot 1;

THENCE along said line, South $03^{\circ} 46' 50''$ East, 289.08 feet to a line 300.63 feet Northerly and parallel with measured at right angles from said centerline;

THENCE along said line, South $87^{\circ} 52' 17''$ West, 201.29 feet to the POINT OF BEGINNING.

The diagram is a site plan of a property. The property is bounded by Sahara Avenue to the north and south, and Van Ness Avenue to the east. The plan shows several rectangular lots labeled A through G. Lots A, B, and C are located in the bottom right corner, stacked vertically. Lot D is a large square lot to the left of lot B. Lot E is a large rectangular lot in the upper left. Lot F is a large rectangular lot to the right of lot E. Lot G is a large rectangular lot at the top center. The plan also shows various streets, including Van Ness Avenue, Sahara Avenue, and several streets labeled 'CARPORT'.

SADLER AVENUE

STERLING PARK

16 covered parking spaces
allocated to Building Lot
group made up of Building Lots
G, E and F

8 spaces EXHIBIT C 8 spaces

6 covered parking
spaces allocated to
Building Lot group
made up of Building
Lots G, E and F

19 covered parking
spaces allocated to
Building Lot group
made up of Building
Lots G, E and F

14 covered parking
spaces allocated to
Building Lot D

11 covered parking
spaces allocated to
Building Lot group
made up of Building
Lots A, B and C

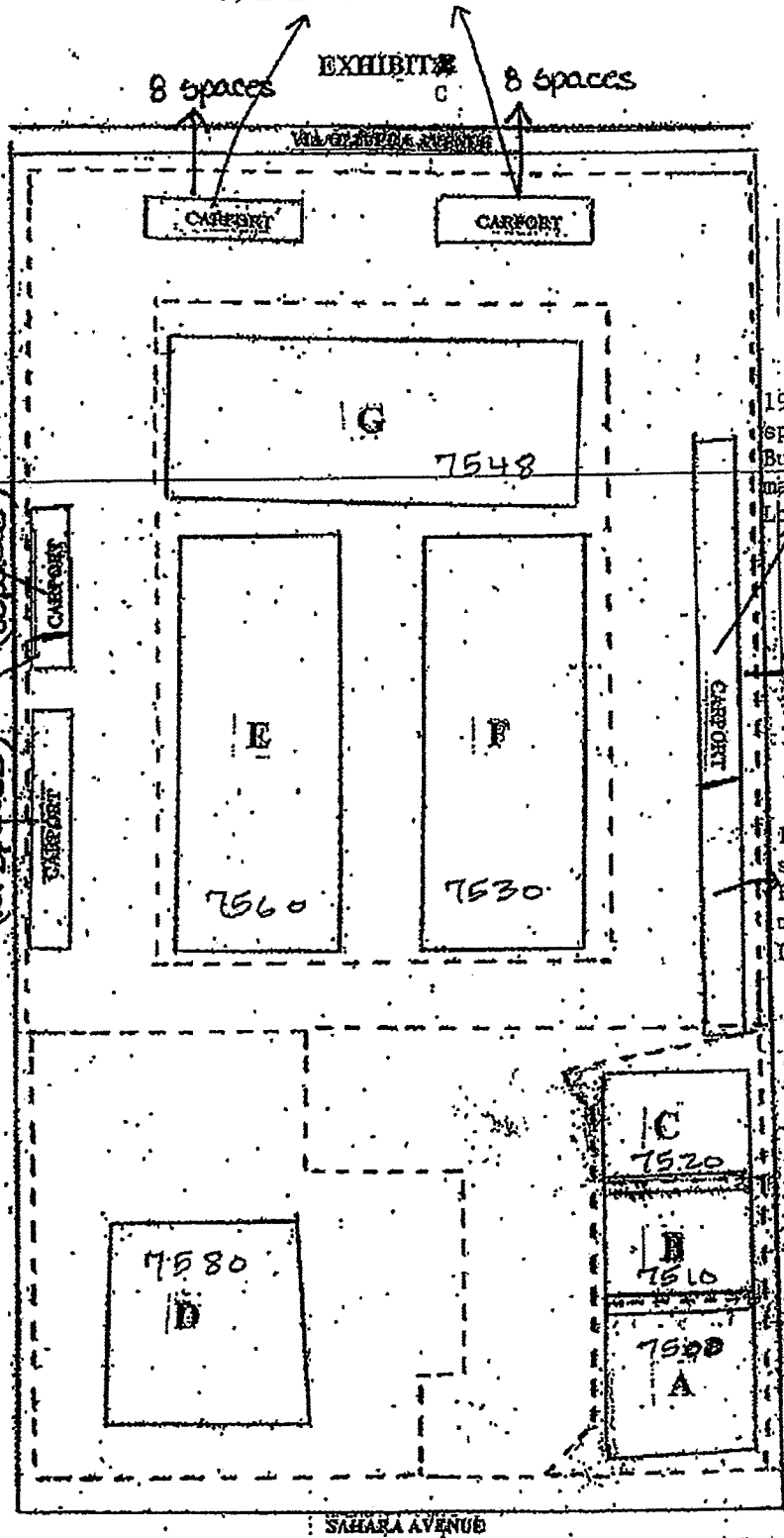


EXHIBIT D

EXHIBIT E

CONSENT OF BENEFICIARY

Bank of America, N.A., a national banking corporation, the beneficiary under that certain deed of trust made by PRLAP, Inc., as trustee, and Saeid S. Mohtashami, as grantor, recorded in Book 20030627 as Instrument No. 03554, Official Records of Clark County, Nevada hereby consents to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easements for Sterling Park West and hereby agrees and declares that said deed of trust, as amended, every beneficial interest thereunder and every estate derived therefrom, are subject to and subordinate thereto.

Dated: _____

Bank of America, N.A.,
a national banking corporation

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2008,
by _____, as _____ of _____,
a _____ banking corporation.

Notary Public

ACKNOWLEDGEMENT OF ASSOCIATION

The Members of Sterling Park West Owners Association in consideration of the foregoing Consent of Beneficiary, hereby acknowledge and agree that the deed of trust referred to above, as the same may be amended from time to time, shall constitute a first deed of trust made in good faith and for value and that the beneficiary of said deed of trust shall constitute a "First Mortgagee" for all purposes of Article 11 of the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easements for Sterling Park West.

MEMBERS:

**EDGAR A. WILKINS AND SARA J.
WILKINS, TRUSTEES OF THE
WILKINS FAMILY TRUST
DATED JULY 26, 1996**

SAEID S. MOHTASHAMI

Saeid S. Mohtashami

By: _____
Edgar A. Wilkins, Trustee

**DAVID A. ARPIN and
KATHLEEN F. OLENDER**

David A. Arpin

By: _____
Sara J. Wilkins, Trustee

Kathleen F. Olender

**RONALD L. GREENAWALT and
TONIA K. GREENAWALT**

**COMMUNITY BANK,
a _____ corporation**

Ronald L. Greenawalt

By: William Risley
~~Rick Elmore, [Signature]~~
William Risley

Tonia K. Greenawalt

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by Saeid S. Mohtashami.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by David A. Arpin.

Notary Public

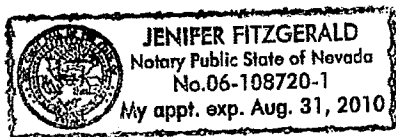
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by Kathleen F. Olender.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on 4/11/08 by William Risley ~~Rick Elmore~~ as
_____ of Community Bank, a _____ corporation.



[Signature]

Notary Public

CONSENT OF BENEFICIARY

First Bank of Beverly Hills, F.S.B., a _____ banking corporation, the beneficiary under that certain deed of trust made by Nevada Title Company, as trustee, and Edgar A. Wilkins and Sara Wilkins, Trustees of the Wilkins Family Trust, dated July 26, 1996, as grantor, recorded in Book 20040506 as Instrument No. 0001186, Official Records of Clark County, Nevada hereby consents to the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easements for Sterling Park West and hereby agrees and declares that said deed of trust, as amended, every beneficial interest thereunder and every estate derived therefrom, are subject to and subordinate thereto.

Dated: _____

First Bank of Beverly Hills, F.S.B.,
a _____ banking corporation

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2008,
by _____, as _____ of _____,
a _____ banking corporation.

Notary Public

ACKNOWLEDGEMENT OF ASSOCIATION

The Members of Sterling Park West Owners Association in consideration of the foregoing Consent of Beneficiary, hereby acknowledge and agree that the deed of trust referred to above, as the same may be amended from time to time, shall constitute a first deed of trust made in good faith and for value and that the beneficiary of said deed of trust shall constitute a "First Mortgagee" for all purposes of Article 11 of the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easements for Sterling Park West.

MEMBERS:

**EDGAR A. WILKINS AND SARA J.
WILKINS, TRUSTEES OF THE
WILKINS FAMILY TRUST
DATED JULY 26, 1996**

By: _____
Edgar A. Wilkins, Trustee

By: _____
Sara J. Wilkins, Trustee

**RONALD L. GREENAWALT and
TONIA K. GREENAWALT**

Ronald L. Greenawalt

Tonia K. Greenawalt

SAEID S. MOHTASHAMI

Saeid S. Mohtashami

**DAVID A. ARPIN and
KATHLEEN F. OLENDER**

David A. Arpin

Kathleen F. Olender

**COMMUNITY BANK,
a _____ corporation**

By: William Risley
~~Rick Elsmore~~, William Risley
William Risley

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by Saeid S. Mohtashami.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by David A. Arpin.

Notary Public

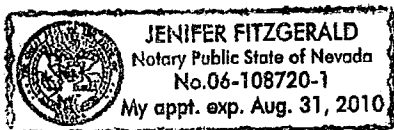
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

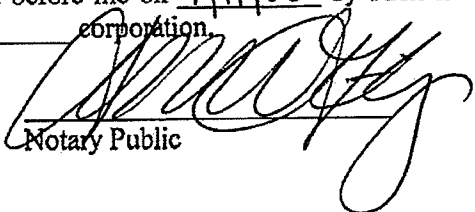
This instrument was acknowledged before me on _____ by Kathleen F. Olender.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on 4/11/08 by ^{William Risley} ~~Rick Elmore~~ as
_____ of Community Bank, a _____ corporation.




Notary Public

BYLAWS OF
STERLING PARK WEST OWNERS ASSOCIATION

ARTICLE I
GENERAL PROVISIONS

Section 1: Name. The name of the association is Sterling Park West Owners Association ("Association"). The principal office of the Association shall be at such place in Las Vegas, Clark County, Nevada as the Board of Directors may designate from time to time.

Section 2: Definitions. Unless expressly indicated to the contrary, the terms used herein shall have the following meanings:

(a) Articles. The Articles of Incorporation of Sterling Park West Owners Association.

(b) Board. The Board shall mean the Board of Directors of the Association described in Article VI hereof.

(c) Declaration. That certain Declaration of Covenants, Conditions, and Restrictions and Reciprocal Easements for Sterling Park West as recorded in the Office of the County Recorder of Clark County, Nevada on or about May 10, 1995 in Book Number 950510, Instrument No. 00303.

(d) Project. That certain assemblage of Building Lots comprising the Property to be developed as an integrated business park in the manner set forth in the Site Plan attached to the Declaration.

(e) Additional Terms. The balance of the capitalized terms not otherwise defined herein but in the Declaration shall have the same meaning when used in these Bylaws as when used in the Declaration.

Section 3: Purpose. The Association has been formed for the purpose of exercising the powers and performing the duties of the Association set forth in these Bylaws, the Articles of Incorporation of the Association and the Declaration. The Association is not organized for profit and shall not be operated for profit. No dividend shall be paid and no part of the net income of the Association, if any, shall be distributed to the Members, trustees or officers of the Association, except as otherwise provided under Nevada law. Notwithstanding any said purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this corporation.

Section 4: Manager. The Board may, by written contract, delegate to a professional management organization or individual all or any part of its managerial duties, responsibilities, functions and powers as are properly delegable.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1: Qualifications. In accordance with the terms of the Declaration,

- (a) Membership. Every Owner shall be a Member of the Association. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Building Lot. Ownership of a Building Lot shall be the sole qualification for membership; provided, however, a Member's voting rights, if any, may be regulated or suspended as provided in the Declaration, these Bylaws, or the Association Rules. Not more than one membership shall exist based upon ownership of a single Building Lot.
- (b) Transfer. The membership held by any Owner shall not be transferred, pledged, or alienated in any way except in accordance with the terms and provisions of the Declaration.
- (c) Voting Rights of Members. Each Member by and through its authorized representative, shall be entitled to one vote for each Building Lot owned. When more than one person is the Owner of a Building Lot, all such persons shall be Members, and the vote for such Building Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Building Lot. If any Owner casts a vote representing his Building Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Building Lot. Any vote cast with regard to any such Building Lot in violation of this provision shall be null and void.
- (d) Joint Owner Disputes. The vote, or votes, for each Building Lot may be cast only as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Building Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Building Lot.
- (e) Approvals and Consents. Unless otherwise specifically provided in this Declaration or these Bylaws, and except as otherwise limited by applicable law, any provision of the Declaration or these Bylaws which requires the vote or written consent of a specified majority of the voting power of the Association shall be deemed satisfied by the following:
- (i) The vote of the specified percentage at a meeting duly called and noticed pursuant to the provisions of these Bylaws dealing with annual or special meetings of the Members. Such percentage must include the specified number of all Members entitled to vote at such meeting;
 - (ii) Written ballot or written consents as specified in the Bylaws, signed by the specified percentage of Members as provided in these Bylaws; and
 - (iii) In any matter requiring the consent of the Members but not specifically provided for in the Declaration or in the Articles, these Bylaws, or any contract executed by the Association, a simple majority of the voting power of Members entitled to vote on such matters shall suffice.

ARTICLE III
MEMBERSHIP ASSESSMENTS AND LIEN RIGHTS

Section 1: Membership Assessments. Annual and Special Assessments including, but not limited to, Maintenance Area Expenses as provided for in the Declaration, together with all other assessments of the Members provided for in the Declaration shall be paid by the Members at the time, in the manner and subject to the conditions and limitations set forth in the Declaration, and the Board shall fix, levy, collect and enforce such assessments at the time, in the manner and subject to the limitations set forth in the Declaration.

Section 2: Enforcement, Lien Rights. For the purpose of enforcing and collecting assessments, this Association shall have the lien rights set forth in the Declaration, which lien rights shall be enforceable by the Board in the manner set forth in the Declaration. The Board shall also have and be entitled to exercise all other rights and remedies set forth in the Declaration or otherwise provided for at law or in equity.

ARTICLE IV
MEMBERSHIP RIGHTS AND PRIVILEGES

Section 1: Rights and Privileges of Members. No Member shall have the right, without the prior approval of the Board, to exercise any of the powers or to perform any of the acts delegated to the Board by these Bylaws, or the Declaration. Each Member shall have all of the rights and privileges including, but not limited to, property rights and rights to access over, and use and enjoyment of the Maintenance Area granted to the Members by these Bylaws and the Declaration subject to such limitations as may be imposed in accordance therewith.

Section 2: Rules. The Board shall also have the right to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"), which may include the establishment of a system of fines and penalties enforceable as Special Assessments, all as provided in the Bylaws or the Declaration. Association Rules shall govern such matters in furtherance of the purposes of the Declaration; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with the Declaration, the Articles, or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed or a notice setting or the adoption, amendment, or repeal of specific portions of the Association Rules shall be delivered to each Owner in the same manner established in the Declaration for the delivery of notices. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby. The Association Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of the Declaration, or the Articles or these Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of the Declaration, the Articles, or these Bylaws to the extent of any such conflict.

Section 3: Suspension of Voting Rights; Imposition of Monetary Penalties. After the meeting of the Board as provided below, the Board shall have the right to suspend the voting rights of any Member or Members for the period during which any Assessment owed by such Member remains unpaid and delinquent. The Board shall also have the right to suspend such voting rights for a period not to exceed thirty (30) days and to impose monetary penalties for any other failure to comply with the Declaration or the Association Rules by any Member, his

servants, guests, tenants, invitees or the members of his family; provided that any suspension of voting rights shall be made or monetary penalties imposed by the Board only after a meeting of the Board, at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in these Bylaws for the noticing, calling and holding of a special meeting of the Board. Written notice of such meeting, including notice of the proposed actions of the Board and the reasons therefor, shall be given at least fifteen (15) days prior to the holding of such meeting to the Member whose voting rights are being sought to be suspended or against whom monetary penalties are sought to be imposed. Such notice shall be given either by personal delivery or deposited in the United States mail, certified or registered, postage and fees prepaid, return receipt requested, addressed to such Member either at the address of his Building Lot in the Project or the address given to the Association by him for the purpose of giving notice. Such notice, if mailed, shall be deemed given and received twenty-four (24) hours after being so deposited in the United States mail. The Member whose voting rights are being sought to be suspended or against whom monetary penalties are sought to be imposed shall be entitled to appear at such meeting and present his case as to why voting rights should not be suspended or such monetary penalties should not be imposed. The decision as to whether such rights should be suspended or such monetary penalties should be imposed shall be made by a majority of the Members of the Board present at such meeting and shall be binding upon all Members. No action taken at such meeting shall be effective unless a quorum of the Board is present in person or by proxy. No suspension of voting rights or imposition of monetary penalties shall be effective unless and until written notice has been given to the Member of the suspension and the reason(s) therefor and not less than five (5) days have elapsed after the aforesaid Board meeting.

ARTICLE V MEETINGS OF MEMBERS

Section 1: Place of Meeting. All meetings of the Members shall be held within the Project or as close thereto as may be practical.

Section 2: Annual Meetings of Members. Annual meetings of Members shall be held each year in the same month in which the organization meeting as hereinafter provided for was held commencing with the year immediately following the year during which the organization meeting as hereinafter provided for is held. At the organization meeting, and at all subsequent annual meetings there shall be elected a Board of Directors in accordance with the requirements of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such organization or annual meeting.

Written notice of both the organization meeting and each annual meeting shall be given to each Member by the Secretary or, in the case of the organization meeting only, by the initial Board, in the manner hereinafter provided. All such notices of any organization or annual meeting shall be sent to each Member not less than ten (10) days and not more than ninety (90) days before such meeting, and shall specify the place, the day and the hour of such meeting and shall generally state those matters which the Board, at the time of mailing of the notice intends to present for action by the Members (but any proper matter may be presented for action at such meeting). The notice of any meeting at which directors are to be elected shall include the names of those who are nominees at the time the notice is sent to the Members.

Section 3: Special Meetings. Special meetings of Members, for any purpose or purposes whatsoever, may be called at any time by the President of the Association or by the Board or by Members representing twenty percent (20%) or more of the total voting power of all

Members; provided that no special meeting may be held or called prior to the organization meeting. Except in special cases where other express provision is made by statute, these Bylaws or the Declaration, notice of such special meetings shall be given in the same manner as for annual meetings and may be given by any person or persons entitled to call such meeting. Notices of any special meetings shall specify in addition to the place, day and hour of such meeting, the general nature of the business to be transacted (and no other business may be transacted).

If a special meeting is called by Members, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the President, any Vice-President or the Secretary of the Association. The officer receiving the request shall cause notice to be promptly given to the Members entitled to vote, that a meeting will be held, and the date for such meeting, which date shall be not less than ten (10) nor more than ninety (90) days following the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the persons requesting the meeting may give the notice. Nothing contained in this paragraph shall be construed as limiting, fixing or affecting the time when a meeting of Members may be held when the meeting is called by action of the Board.

Section 4: Notice of Certain Agenda Items. If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s):

- (i) Removing a director without cause;
- (ii) Filling vacancies on the Board by the Members;
- (iii) Amending the Articles.

Section 5: Manner of Giving Notice. Notice of any meeting of the Members shall be given either personally or by first class mail, by facsimile, telegraphic or other written communication, charges addressed to each Member either at the address of any Building Lot in the Project owned by the Member or the address or fax telephone given by the Member to the Association for the purpose of notice. If no address appears on the Association's books and no other has been given and the Member does not maintain an office on any Building Lot owned by him, notice shall be deemed to have been given if either (i) notice is sent to that Member by first-class mail or telegraphic or other written communication to the Association's principal executive office, or (ii) notice is published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by facsimile, telegram or other means of written communication. An affidavit of the mailing or other means of giving any notice of any Members' meeting may be executed by the Secretary, Assistant Secretary, or any other party of the Association giving the notice, and if so executed, shall be filed and maintained in the minute book of the Association.

Section 6: Adjourned Meetings and Notices Thereof. Any membership meeting, organization, annual or special, whether or not a quorum is present, may be adjourned from time to time by the affirmative vote of a majority of the votes entitled to be cast and represented at such meeting in person or by proxy, but in the absence of a quorum, no other business may be transacted at any such meeting unless these Bylaws or the Declaration otherwise provides.

When any membership meeting, either organizational, annual or special, is adjourned for thirty (30) days or more, notice of the reconvening of the adjourned meeting shall be given as in the case of the original meeting so adjourned. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting, other than by an announcement at the meeting at which such adjournment is taken.

Section 7: Quorum. The presence either in person or by proxy at a Members meeting of Members entitled to cast at least fifty percent (50%) of the total number of votes comprising the Association (the "**Total Votes**") shall constitute a quorum for any action by the Members, unless a different requirement is imposed by these Bylaws, the Articles or the Declaration, and a majority of the Total Votes present at a meeting at which a quorum is present shall prevail at such meetings unless a different percentage is required by these Bylaws, the Articles or the Declaration. Subject to the provisions of Section 4 of this Article V and unless otherwise expressly authorized by these Bylaws or the Declaration, all action required or permitted to be taken by the Members may be taken only at a duly called and properly noticed organizational, annual or special meeting at which a quorum is present. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members so that less than a quorum is present if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. If any meeting cannot be held because a quorum is not present, a majority of the Members present either in person or by proxy and entitled to vote, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called at which meeting the quorum requirement shall be twenty-five percent (25%) of the Votes.

Section 8: Consent of Absentees. The transactions of any meeting of Members, either organization, annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote and not present in person or by proxy, signs a written waiver of notice, or a consent of the holding of such meeting, or an approval of the minutes thereof. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of Members, except that if action is taken or proposed to be taken for approval of any of the matters specified in Section 4 of Article V, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9: Waiver by Attendance. Attendance by a person at a meeting shall constitute a waiver of notice of that meeting. Attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting, if that objection is expressly made at the meeting.

Section 10: Action without Meeting. Any action, which under the provisions of NRS Chapter 82 (Nonprofit Corporations) may be taken at a meeting of the Members, may be taken without a meeting and without prior notice if (a) the written ballot of every Member is solicited, (b) the required number of signed approvals in writing, setting forth the action so taken, is received, (c) the number of ballots cast within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and (d) the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of ballots cast.

Ballots shall be solicited in a manner consistent with the requirements of NRS Chapter 82. All such solicitations shall indicate the number of responses needed to meet the quorum requirement and with respect to ballots other than for the election of Directors, shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted.

Subject to NRS Chapter 82, any Member casting a ballot, or the proxyholders of a Member or a transferee of a membership or a personal representative of the Member or their respective proxyholders, may revoke the ballot, or substitute another, by a writing received by the Association, prior to the time specified in the solicitation pursuant to the preceding paragraph, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the Association.

Section 11: Record Date. The Board of Directors may fix a date in the future as a record date for the determination of the Members entitled to notice of and to vote at any meeting of Members. The record date so fixed shall not be more than sixty (60) days prior to any other action. When a record date is so fixed, only Members of record on that date shall be entitled to notice of and to vote at the meeting, notwithstanding any transfer of or issuance of Membership certificates on the books of the Association after the record date.

If no record date is fixed in accordance with the provisions of the preceding paragraph, the record date for determining those Members entitled to receive notice of, or to vote at, a meeting of Members shall be the next business day preceding the day on which notice is given, or, if notice is waived, the next business day preceding the day on which the meeting is held. The record date for determining those Members entitled to vote by ballot on corporate action without a meeting, when no prior action by the Board has been taken, shall be the day on which the first written consent is given. When prior action of the Board has been taken, it shall be the day on which the Board adopts the resolution relating to that action. For purposes of this paragraph and the preceding paragraph, a person holding membership as of the close of business on the record date shall be deemed the Member of record.

Section 12: Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the Association prior to the commencement of the meeting at which the proxy is to be exercised. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Member executing it, before the vote cast pursuant to that proxy, by a writing delivered to the Association stating that the proxy is revoked by a subsequent proxy executed by such Member, or by personal attendance and voting at a meeting by such Member, or (ii) if written notice of the death or incapacity of the maker of the proxy is received by the Association before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of NRS Chapter 82. In any election of directors, any form of proxy that is marked by a Member "withhold," or otherwise marked in a manner indicating that the authority to vote for the election of directors is withheld, shall not be voted either for or against the election of a director. Failure to comply with this paragraph shall not invalidate any corporation election taken, but may be the basis for challenging the proxy at a meeting.

ARTICLE VI DIRECTORS

Section 1: Number, Qualifications, Term of Office. The affairs of the Association shall be managed by a Board of three (3) directors each of whom shall be a representative, respectively, of an Owner of a Building Lot. By way of example, if one Owner owns two Building Lots, two representatives of such Owner may be elected as Directors. At the organizational meeting, the Members shall elect three (3) directors. At each annual meeting of the Members thereafter, the Members shall elect a new director to fill each vacancy created by the expiration of a prior director's term of office. Such new director(s) shall serve for a term of one (1) year or until the later election of their successors. From and after the first election of the Board by the Members. Prior to the organizational meeting, and thereafter until their successors are elected, the first director appointed by the incorporator shall serve as director of the Association. The number of directors may be increased or decreased from time to time by an amendment to these Bylaws by the Members as hereinafter provided in these Bylaws.

Section 2: Removal and Vacancies. The entire Board or any individual director may be removed from office, with or without cause, at any duly called, noticed and held annual or special meeting of the Members, at which a quorum is present, by a majority of the Total Votes. A vacancy in the Board created by the removal of a director shall be filled at any duly called special meeting of the Members, and each director so elected shall hold office until his successor is elected at an annual meeting of Members or at a special meeting duly called for that purpose. A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any director, or if the Members shall increase the authorized number of directors but shall fail at the meeting at which such increase is authorized or any adjournment thereof to elect the additional director so provided for, or in case the Members fail at any time to elect the full number of authorized directors. In the event of an increase in the authorized number of directors, no more than one director may be appointed, rather than elected, to fill a vacancy created thereby. If the Board accepts the resignation of a director tendered to take effect at a future time, the Board shall have the power to elect a successor to take office when the resignation shall become effective.

In the event that any Member of the Board shall be absent from four (4) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said fourth absence occurs, declare the office of said absent director to be vacant.

Section 3: Place of Meeting. All meetings of the Board shall be held within the Project if reasonably possible, otherwise at a place as close thereto as reasonably possible and within the County of Clark, as designated at any time by resolution of the Board or by written consent of a majority of the Members of the Board.

Section 4: Organization Meeting of the Board. Immediately following the organizational meeting and each annual meeting of the Members, the Board shall hold a regular meeting at the same place for the purpose of organization, election of officers and the transaction of other business. Notice of such meeting is hereby dispensed with.

Section 5: Other Regular Meetings. Other regular meetings of the Board shall be held at a time and at such place within the Project or as close thereto as reasonably possible, which place may be designated by the Board from time to time. Notice of the time and place of such meeting shall be posted at a prominent place(s) within the Common Area or otherwise communicated to each director not less than four (4) days prior to the meeting. Regular meetings of the Board shall be held at least once every twelve (12) months.

Section 6: Special Meetings. Special meetings of the Board for any purpose or purposes may be called by written notice at any time by the President, or if he is absent or unable or refuses to act, by any Vice President or by any two directors.

Notice of the time and place of special meetings and of the nature of any special business to be considered shall be given to each director either (a) by written notice given by first class mail at least ninety-six (96) hours prior to the scheduled time of such meeting, or (b) by telephone notice or written notice delivered personally or by telegraph at least seventy-two (72) hours prior to the meeting. Notice of the time and place of all special meetings shall be posted at a prominent place or places within the Common Area no later than seventy-two (72) hours prior to the meeting.

Whenever any director has been absent from any special meeting of the Board and notice of such meeting has been duly given to such director, an entry in the minutes to the effect that notice has been duly given shall be made.

Section 7: Meetings by Telephone. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, and any Member of the Board may participate by conference telephone or similar communications equipment in a meeting at which other Members of the Board are physically present, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting.

Section 8: Quorum, Requirement, Waiver of Notice. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present, unless a quorum is expressly not required pursuant to these Bylaws, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 9: Action Without Meeting. Any action required or permitted to be taken by the Board by law, according to the Articles or according to these Bylaws or the Declaration may be taken without a meeting, if all Members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board, and shall have the same force and effect as an unanimous vote of such-directors.

Section 10: Quorum. A majority of the Board shall constitute a quorum thereof. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present, in person, by proxy or by telephone, shall be regarded as the act of the Board, unless the provisions of these Bylaws, the Articles or the Declaration (especially those provisions relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of directors) shall require or permit the particular action involved to be taken by the Board under other circumstances.

Section 11: Adjournment. A quorum of the directors may adjourn any directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at the directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Notice of the

time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 12: Open Meetings.

(a) Regular and special Meetings of the Board shall be open to all Members of the Association not in default in their obligations to the Association provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board. Any Member not in default in their obligation to the Association may request to be and shall be connected to a meeting by telephone conference call.

(b) The Board may, with the approval of a majority of a quorum of its Members, adjourn a meeting and reconvene in executive session to discuss and vote upon personal matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 13: Compensation. No director of the Association shall receive any salary or other compensation for services rendered as a director or officer of the Association. However, directors and officers shall be reimbursed for expenses incurred in connection with the business of the Association and authorized by the Board. Nothing herein shall preclude any director from serving the Association in any capacity other than as an officer or a director and receiving compensation therefor as authorized and approved by the Board. Any director receiving any special compensation for services in such other capacity shall be excluded from deliberations and voting by the Board relative to the authorization thereof and fixing compensation with regard thereto.

Section 14: Committees. The Board shall have the power to appoint an Executive Committee and other committees and to delegate to such committees any of the powers and authority of the Board in the management of the business and affairs of the Association except the power to:

- (a) adopt, amend or repeal the Bylaws;
- (b) fill vacancies on the Board or in any committee;
- (c) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (d) appoint any other committees of the Board or the Members of these committees;
- (e) approve any transaction (1) to which the Association is a party and one or more directors have a material financial interest or (2) between the Association and one or more of its directors or (3) between the Association and any entity in which one or more of its directors have a material financial interest.

✱ Each Committee shall be composed of two (2) or more directors (one member of the Executive Committee shall be the President) and shall keep regular written minutes of the proceedings and report the same to the Board.

Section 15: Powers and Duties. Subject to the limitations of the Articles, these Bylaws, the Declaration and NRS Chapter 82 as to action required to be taken, authorized or approved by the Members of the Association, or a portion or percentage thereof, all Association powers and duties including those set forth in the Declaration shall be exercised by, or under the authority of the Board, and the business and affairs of the Association shall be controlled by the Board.

ARTICLE VII OFFICERS

Section 1: Enumeration of Officers. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as the Board may deem necessary. Any person may hold more than one office. The President shall be a Member of the Board. The Treasurer may be, but need not be a Member of the Board. Each officer must be a Member of the Association or a representative of Declarant designated by Declarant.

Section 2: Subordinate Officers. The Board may appoint, and may authorize the President or another officer to appoint, any other officers that the business of the Association may require, each of whom shall have the title, hold office for the period, have the authority, and perform the duties specified in these Bylaws or determined from time to time by the Board.

Section 3: Election. The initial officers shall be chosen by a majority vote of the directors at the first meeting of the Board, and thereafter, officers shall be removed or chosen at any subsequent meeting of the Board by a majority vote of the total number of directors on the Board.

Section 4: Term. All officers shall hold office at the pleasure of the Board.

Section 5: Resignation of Officers. Any officer may resign at any time by giving written notice to the Board. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Association under any contract to which the officer is a party.

X Section 6: President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have supervision, direction and control of the business and affairs of the Association. He shall preside at all meetings of the Members and at all meetings of the Board. He shall be ex-officio a member of all standing committees, including the Executive Committee, if in existence and shall have the general powers and duties of management usually vested in the office of President of a Nevada nonprofit corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

X Section 7: Vice President. In the absence or disability of the President, the Vice President, if any, shall perform all the duties of the President, and when so acting shall have all powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board or by these Bylaws.

X Section 8: Secretary. The Secretary shall keep or cause to be kept, a book of minutes at the principal office of the Association or such other place as the Board may order, of all

meetings of directors and Members, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those persons present at the directors' meetings, the number of Members present or represented at Members' meetings and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board required by the Bylaws or by law to be given, except that notice of the organization meeting may be given by the Declarant, and he shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

The Secretary shall keep, or cause to be kept, at the principal executive office, as determined by resolution of the Board, a record of the Association Members, showing the names of all Members and their addresses.

X Section 9: Treasurer. The Treasurer shall keep and maintain, or cause to be kept or maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The books of account shall at all times be open to inspection by any director. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws. The Board may delegate the performance of the foregoing duties, subject to supervision by the Treasurer, to a professional manager retained by the Association.

ARTICLE VIII
INDEMNIFICATION OF DIRECTORS,
OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1: Definitions. For the purpose of this Article,

(a) **"Agent"** means any person who is or was a director, officer, employee, or other agent of this Association, or is or was serving at the request of this Association as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise;

(b) **"Proceeding"** means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and

(c) **"Expenses"** includes, without limitation; all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

Section 2: Successful Defense By Agent. To the extent that an agent of this Association has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the

provisions of Sections 3 through 5 of this Article shall determine whether the agent is entitled to indemnification.

Section 3: Actions Brought By Persons Other Than The Association. Subject to the required findings to be made pursuant to Section 5 below, this Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this Association, or by an officer, director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in selfdealing within the meaning of applicable Nevada law, by reason of the fact that such person is or was an agent of this Association, for all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding.

Section 4: Action Brought By or On Behalf of The Association.

(a) Claims Settled Out of Court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Association, with or without approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding.

(b) Claims and Suits Awarded Against Agent. This Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action brought by or on behalf of this Association by reason of the fact that the person is or was an agent of this Association, and for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(i) the determination of good faith conduct required by Section 5 of this Article below must be made in the manner provided for in that section; and

(ii) upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 5: Determination of Agent's Good Faith Conduct. The indemnification granted to an agent in Sections 3 and 4 of this Article above is conditioned on the following:

(a) Required Standard of Conduct. The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he believed to be in the best interest of this Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this Association or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

(b) Manner of Determination of Good Faith Conduct. The determination that the agent did act in a manner complying with Paragraph (a) above shall be made by:

(i) the Board by a majority vote of a quorum consisting of directors who are not parties to the proceeding;

(ii) the affirmative vote or written ballot of a majority of the votes of the Members represented and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum), with the persons to be indemnified not being entitled to vote thereon; or

(iii) the court in which the proceeding is or was pending. Such determination may be made on application brought by this Association or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by this Association.

Section 6: Limitations. No indemnification or advance shall be made under this Article, except as provided in Sections 2 or 5(b)(iii), in any circumstance when it appears:

(a) that the indemnification or advance would be inconsistent with a provision of the Articles, a resolution of the Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7: Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this Association before the final disposition of the proceeding upon a preliminary determination by the Board that the agent was acting in good faith within the meaning of Section 5, supra. Such a preliminary determination by the Board shall not affect, nor prejudice the Board's ultimate determination that the agent is entitled to be indemnified as authorized in this Article. In the event the agent is ultimately determined to be entitled to no indemnification then any advance previously made pursuant to this section shall immediately become due and payable by said agent.

Section 8: Contractual Rights of Nondirectors and Nonofficers. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this Association, or any subsidiary hereof, may be entitled by contract or otherwise.

Section 9: Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Association would have the power to indemnify the agent against that liability under the provisions of this Section.

ARTICLE IX MISCELLANEOUS

Section 1: Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 2: Contracts, Etc. How Executed. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract

or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by a contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 3: Inspection of Bylaws. The Association shall keep in its principal office the original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

Section 4: Fiscal Year. The fiscal year of the Association shall terminate on December 31st of each year.

Section 5: Maintenance and Inspection of Other Corporate Records. The accounting books, records and minutes of proceedings of the Members and the Board and any committee(s) of the Board shall be kept at such place or places designated by the Board or, in the absence of such designation, at the principal executive office of the Association. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed or printed form. The minutes and accounting books and records shall be open to inspection on the written demand of any Member, at any reasonable time during usual business hours, for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts.

The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of records by the Member desiring to make the inspection.
- (b) Hours and days of the week when such an inspection may be made.
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

Each director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

Section 6: Reports to Members. The Board may issue annual or other periodic reports to the Members as it considers appropriate and as provided in the Declaration and applicable Nevada law. Additionally, the Association shall provide to the Members the reports referred to in the Declaration and provide to the directors, and to those Members who request it in writing, within 120 days of the close of its fiscal year, a report containing the following information in reasonable detail:

- (a) The assets and liabilities, including the trust funds, of the Association as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the Association, both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Association, for both general and restricted purposes, during the fiscal year.

(e) Any information required by applicable Nevada law.

If the Association does not furnish such report annually, it shall notify each Member annually of such Member's right to request and receive such report.

ARTICLE X EVIDENCE OF MEMBERSHIP, SEAL

Section 1: Evidence of Membership. The Board shall have the power, but not the obligation, to cause the issuance of evidence of membership in the Association to the Members in such form as the Board shall determine.

Section 2: Seal. The Association shall have a circular seal forming within its circumference the name of the Association, its date of incorporation and such other matters as may be required by the laws of Nevada.

ARTICLE XI AMENDMENTS, CONFLICTS

Section 1: Amendments. These Bylaws may be amended from time to time by vote at any duly called, noticed and held regular or special meeting of the Members at which a quorum is present or by written assent of the Members; provided, however, the Bylaws shall not be amended in a manner which conflicts with the term or provision of the Declaration. Any amendment to these Bylaws shall require the vote or written assent of Members holding fifty-one percent (51%) of the total votes in the Association. The percentage of affirmative votes prescribed for action to be taken under that clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. Amendments shall be kept by the Secretary with the other records and books of the Association and shall become effective upon the execution of such written instrument as required by this Section without any further action or requirement.

Section 2: Conflicts. In the event of any inconsistency between these Bylaws and the Articles, the Articles shall control, and in the event of any inconsistency between these Bylaws or the Articles and the Declaration, the Declaration shall control.

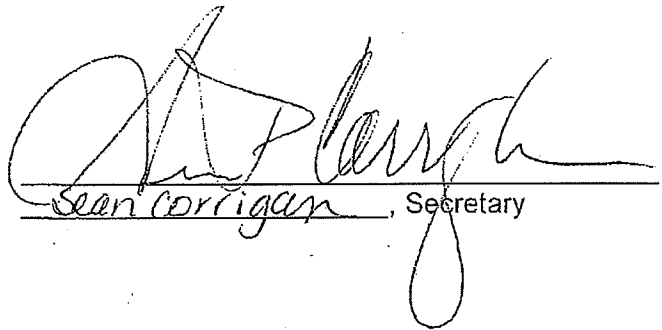
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected Secretary of Sterling Park West Owners Association.
2. That the foregoing Bylaws, comprising sixteen (16) pages, excluding this page, constitute the Bylaws of said Association as duly adopted at a meeting of the Board of Directors thereof duly held on the ____ day of _____, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 2004.

(SEAL)



Sean Corrigan, Secretary

13 + 13

BY-LAWS
OF
STERLING PARK OWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is STERLING PARK OWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located in the County of Clark, State of Nevada, but meetings of Members and Directors may be held at such places within the State of Nevada, County of Clark, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may from time to time be amended.

Section 2. "Association" shall mean and refer to STERLING PARK OWNERS ASSOCIATION, a Nevada nonprofit mutual benefit corporation, its successors and assigns.

Section 3. "Board or Board of Directors" shall mean and refer to the governing body of the Association.

Section 4. "Building Lot" shall mean and refer to any numbered lot shown on that certain Site Plan attached hereto as Exhibit "A" together with the improvements thereon, if any.

Section 5. "Common Area" shall mean and refer to all portions of the Property except for that portion of the Property located within a Building Lot and shall include, but not be limited to, the Parking Area and the "Greenbelt".

Section 6. "Declarant" shall mean and refer to STERLING PARTNERSHIP II, a Nevada limited partnership.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Sterling Park recorded with the Office of the County Recorder of Clark County, Nevada, covering the Property, including such amendments thereto as may from time to time be recorded.

Section 8. "Eligible Insurer or Guarantor" shall mean and refer to an insurer or governmental guarantor of a first Mortgage on the



Property or any portion thereof who has requested notice of certain matters in accordance with Section 11, Paragraph (a), of the Declaration.

Section 9. "Maintenance Area" shall mean and refer to the portion of the Property intended for non-exclusive use by the Owners and their permittees, tenants, subtenants, employees, concessionaires, licensees, customers, and business invitees in common with other users as permitted by the Declaration. Maintenance Area shall include, but not be limited to, the Common Area, and certain exterior portions of each building not including roofs, exterior door surfaces, and window glass.

Section 10. "Member" shall mean and refer to a person entitled to membership in the Association as provided in the Declaration.

Section 11. "Mortgage" shall mean any first mortgage, indenture of first mortgage, or first deed of trust encumbering the interest, whether fee or leasehold, of an Owner in a Building Lot and, to the extent applicable, a "sale and leaseback" or "assignment and subleaseback" transaction.

Section 12. "Mortgagee" shall mean a mortgagee, or trustee and beneficiary under a Mortgage (as defined above), and to the extent applicable, a fee owner or lessor or sublessor of any Parcel which is the subject of a lease under which any Owner becomes a lessee in a so-called "sale and leaseback" or "assignment and subleaseback" transaction.

Section 13. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Building Lot, including contract buyers but excluding those having such interest merely as security for the performance of an obligation. In the event that the ownership of any Building or other Improvements on any portion of a Building Lot shall ever be severed from the land, whether by lease or by deed, only the owner of the interest in the land shall be deemed an Owner hereunder. The Owner of the fee title and not the lessee of a Building Lot shall be deemed the Owner regardless of the term of any lease. Such "Owner" shall include any Person designated in writing by any Owner to act in the manner and at the time provided herein with complete authority and in the place of such Owner in the matter for which action is taken, powers exercised or performance required, provided such written authority shall be recorded in the Official Records of the County Recorder for Clark County, Nevada.

Section 14. "Project" shall mean and refer to the entire real Property described in the Declaration, including the Property hereinafter defined and all structures and improvements erected or to be erected thereon, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 15. "Property" shall mean and refer to that certain real Property located in Clark County, Nevada, more particularly described on Exhibit "B" attached hereto.

Section 16. Capitalized terms used herein and not otherwise defined herein are used with the meanings set forth in the Declaration.

ARTICLE III MEMBERS

Section 1. Qualifications.

(a) Each Owner of a Building Lot (including Declarant if, and so long as, it is the Owner of one or more Building Lots), by virtue of being such an Owner and for so long as he is such an Owner, shall become a Member of the Association, and, in the event of its dissolution, a Member of any unincorporated association succeeding thereto, and shall be entitled to exercise the rights of a Member upon the delivery to the Association of the Proof of ownership of such a Building Lot which is prescribed in Paragraph (b) of this Section 1.

(b) No person shall exercise the rights or privileges of membership in the Association until satisfactory proof has been furnished to the Board that he is an Owner of a Building Lot. Such proof of ownership of such Building Lot may consist of a copy of a duly executed and acknowledged grant deed, or a title insurance policy showing said person to be the Owner of a Building Lot, or such documentary or other proof as the Board, in its sole discretion, shall deem to be satisfactory. The decision of the Board as to qualification for membership shall be final and conclusive for all purposes.

(c) The Board may provide for the issuance of certificates, in a form which it shall determine, evidencing membership in the Association. Such certificates shall be consecutively numbered and contain the name and address of the Member. The date of issuance of the certificate shall be entered in the records of the Association by the Secretary. If any certificate is lost, mutilated or destroyed, a new certificate may be issued upon such terms and conditions as the board may direct.

Section 2. Voting: This Association shall have two (2) classes of voting membership as set forth in Article VI of the Articles and in the Declaration.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meetings and Notice Thereof. The first annual meeting of Members shall be held within nine (9) months after the close of escrow for the sale of the first Building Lot by

Declarant, or within sixty (60) days after close of escrow for the sale by Declarant of sixty-six and two-thirds percent (66-2/3%) of the Building Lots, whichever shall first occur. Subsequent annual meetings of Members shall be held on August 1 in Las Vegas at the hour of 5:00 o'clock p.m. and at such place as may be designated pursuant to Section 6 of this Article. Should any annual meeting day fall upon a Sunday or a legal holiday, then such annual meeting of Members shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday. Written notice of each such annual meeting shall be given to each Member and, upon written request therefor, to all first Mortgagees either personally or by sending a copy of the notice through the mail or by telegraph, charges prepaid, to his address appearing on the books of the Association or supplied by him to the Association for the purpose of notice. If no address is supplied, notice shall be deemed to have been given him if mailed to the address of the Building Lot owned by such Member or encumbered by the first Mortgagee, or published at least once in some newspaper of general circulation in the county of the principal office of the Association. All such notices shall be given not less than ten (10) days and not more than ninety (90) days before the annual meeting; provided, however, if notice is given by mail and the notice is not mailed by first-class, registered or certified mail, then notice shall be given not less than twenty (20) days before the annual meeting.

Such notices shall specify:

- (a) the place, the date, and the hour of such annual meeting;
- (b) those matters which the Board, at the time the notice is given, intends to present for action by the Members;
- (c) if Directors are to be elected, the names of the nominees intended at the time of the notice to be presented for election.

Section 2. Special Meetings and Notice Thereof. Special meetings of Members for any purpose or purposes shall be promptly called by the Directors (a) upon the vote for such a meeting by a majority of the Directors present at a meeting duly held; provided, however, those Directors present represent at least a quorum of the Board; or (b) upon receipt of a written request for a special meeting signed by Members representing at least sixty-six and two thirds percent (66-2/3%) of the total voting power of the Association.

Written notice of each such special meeting shall be given to each Member and, upon written request therefor, to all first Mortgagees either personally or by sending a copy of the notice through the mail or by telegraph, charges prepaid, to his address appearing on the books of the Association or supplied by him to the Association for the purpose of notice. If no address is supplied, notice shall be deemed to have been given him if mailed to the address of

the Building Lot owned by such Member or encumbered by the first Mortgagee, or published at least once in some newspaper of general circulation in the county of the principal office of the Association. All such notices shall be given not less than ten (10) days and not more than thirty (30) days before each special meeting; provided, however, if notice is given by mail and the notice is not mailed by first-class, registered or certified mail, then notice shall be given not less than twenty (20) days before the special meeting. Such notices shall specify the place, day and hour of such special meeting and the nature of the business to be undertaken thereat

Section 3. Quorum. The presence in person or by proxy of a majority of the voting power entitled to vote at any meeting shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough voting power to leave less than a quorum. In the event any meeting of Members cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time of the original meeting date, at which meeting the quorum requirement shall be fifty-one percent (51%) of the voting power of the membership of the Association; provided, however, that the only matters which may be voted upon at any adjourned annual meeting actually attended, in person or by proxy, by less than fifty-one percent (51%) of the voting power of the membership of the Association, are matters notice of the general nature of which was duly given.

Section 4. Adjourned Elections and Notice Thereof. Any membership meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the voting power present in person or represented by proxy, but in the absence of a quorum no other business may be transacted at any such meeting.

When any membership meeting, either annual or special, is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

Unless otherwise provided herein, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting other than by an announcement at the meeting at which such adjournment is taken of the time and place of the adjourned meeting. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) days nor more than thirty (30) days from the original meeting date. If a time and place for the adjourned meeting is not announced at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice

of the time and place of the adjourned meeting shall be given to Members in the manner prescribed herein for annual meetings.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing; shall state the purpose and period of time for which same shall be effective; and shall be filed with the Secretary. The maximum term of any proxy shall be one (1) year from the date of execution. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Building Lot.

Section 6. Place of Meetings. Members' meetings shall be held within the Project or at a meeting place reasonably convenient to the Members and unless unusual conditions exist, a meeting shall not be held outside Clark County, Nevada.

Section 7. Membership Approval. Except as otherwise expressly provided in the Declaration, if there are any provisions in these By-Laws or the Declaration calling for membership approval of any action to be taken by the Association then such approval shall be by the prescribed percentages of each class of membership during the time that there are two outstanding classes of membership.

Section 8. Mortgagee Representation. First mortgagees shall have the right to attend all membership meetings through a representative designated in writing and delivered to the Board but no first mortgagee shall have a right to vote at any such meeting.

Section 9. Action Without a Meeting. Any action which may be taken by the vote of Members at an annual or special meeting, except the election of Directors where cumulative voting is a requirement, may be taken without a meeting if done in compliance with the provisions of the Nevada Revised Statutes.

Section 10. Consent of Absentees. The transactions of any meeting of Members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the Members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof.

All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. Voting. The voting of the Members may be viva voce or by ballot; provided, however, all elections for Directors shall be by secret written ballot

ARTICLE V
BOARD OF DIRECTORS: ELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, a majority of whom shall be Members of the Association; provided, however, that the initial Board of Directors shall consist of only two (2) Directors.

Section 2. Term of Office. The initial Board of Directors designated in the Articles shall serve until the first annual meeting of Members. At the first annual meeting of Members, the Members shall elect three (3) Directors as follows: one (1) Director for a term of one (1) year and two (2) Directors for a term of two (2) years; and at each annual meeting thereafter the Members shall elect the appropriate number of Directors one (1) or two (2) as the case may be) for a term of two (2) years.

Section 3. Vacancies. Vacancies in the Board, except for a vacancy created by the removal of a Director, may be filled by a majority vote of the remaining Directors, though less than a quorum, and each Director so elected shall hold office until his successor is elected at an annual meeting of Members or at a special meeting called for that purpose.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any Director, or if the Members shall increase the authorized number of Directors but shall fail at the meeting at which such increase is authorized, or at any adjournment thereof, to elect the additional Directors so provided for, or in case the Members fail at any time to elect the full number of authorized Directors.

The Members may at any time elect Directors to fill any vacancy not filled by the Directors, and may elect the additional Directors at the meeting at which an amendment of the By-Laws is voted authorizing an increase in the number of Directors.

If any Director tenders his resignation to the Board, the Board shall have the power to elect a successor to take office at such time as the resignation shall become effective. No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of his term of office

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating committee shall consist of a Chairman, who shall be a Director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each

annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers, so long as a sufficient number of Members are nominated by the Nominating Committee to satisfy the requirements of Article V, Section 1 of these By-Laws.

Section 2. Voting. All elections for Directors shall be by secret written ballot. Cumulative voting is required for all elections in which more than two (2) Directors are to be elected. A Member shall be entitled to cumulate his or her votes for one or more candidates for the governing body, if the candidate's name has been placed in nomination prior to the voting, and if the Member has given notice at the meeting or prior to the voting, of his or her intention to cumulate votes. If any one Member gives such notice, all Members at any election for Directors, subject to the foregoing, shall have the right to cumulate votes and give one (1) candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such Member is entitled or to distribute his or her votes on the same principle among as many candidates as he or she shall think fit. The candidates meeting the requirements of Article V, Section 1 and receiving the highest number of votes, up to the number of Directors to be elected, shall be elected. Unless the entire Board is removed from office by the vote of Members, an individual Director shall not be removed prior to the expiration of his or her term of office if the number of votes cast against his or her removal or not consenting in writing to his or her removal would be sufficient to elect him or her if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the most recent election of the governing Board member were then being elected. Any Director elected to office solely by the votes of Members other than Declarant as provided below may be removed from office prior to the expiration of his term only upon the vote of a simple majority of the voting power of Members other than Declarant. Notwithstanding the foregoing, if at the first election of Directors by Members and thereafter for so long as (a) Declarant holds a majority of the voting power of the Association or (b) two (2) classes of membership are outstanding, Members, other than Declarant, do not have sufficient voting power (when cumulating their votes to the maximum number) to elect at least one-third of the incumbents on the Board, then, upon the vote of a majority of the voting power of the Members other than Declarant, at least one-third of the incumbents on the Board shall be elected solely by the voting power of said Members. The election of Directors may be held at any meeting of Members and each Member

shall have the right to nominate from the floor candidates for the office of Director.

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Annual Organizational Meeting. An annual meeting of the Board for the purpose of organization, election of officers and the transaction of other business shall be held immediately following the adjournment of the annual meeting of the Members. Notice of such meeting is hereby dispensed with.

Section 2. Regular Meetings and Notice Thereof. At each annual organizational meeting, the Board shall adopt a schedule setting forth the time, date and place of other regular meetings of the Board to be held at least monthly during the forthcoming year; provided, however, that if the business to be transacted by the Board does not require such frequent meetings, then the Board may meet as infrequently as every six (6) months. Notice of the time, date and place of a regular meeting shall be communicated to the Directors not less than five (5) days prior to such meeting; provided, however, that notice of a regular meeting need not be given to any Director who has signed a waiver of notice or a written consent to a holding of the meeting.

Section 3. Special Meetings and Notice Thereof. Special meetings of the Board may be called at any time by the President or, if he is unable or refuses to act, by any Vice-President or by any two (2) Directors. Written notice of the time and place of special meetings and the nature of any special business to be considered shall be sent to all Directors by first-class mail not less than five (5) days prior to the scheduled time of the meeting or delivered personally or by telephone or telegraph not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of a special meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 4. Quorum. A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided.

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board; unless the law, the Articles, the Declaration or the By-Laws require a greater number.

Section 5. Adjournment. A quorum of the Directors may adjourn any Directors' meeting to meet again at the stated time and hour; provided, however, that in the absence of a quorum, a majority of Directors present at the Directors' meeting, either regular or

special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

Section 6. Entry of Notice. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall constitute a rebuttable presumption that due notice of that special meeting was given to such Director as required by law and these By-Laws.

Section 7. Notice of Adjournment. Notice of any adjournment of any Director's meeting, either regular or special, to another time and place shall be given prior to the time of the adjourned meeting to the Directors who were present at the time of the adjournment.

Section 8. Meeting Place. All regular and special meetings of the Board shall be held at 2320 Paseo del Prado, Suite B-301, Las Vegas, Nevada.

Section 9. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting to be held after regular call and notice if a quorum be present and if, either before or after the meeting, each of the Directors not present signs a waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Open Meetings. Regular and special meetings of the Board shall be open to all Members, provided, however, that Members who are not on the Board may not participate in any deliberations or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

Section 11. Executive Sessions. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of other business to be considered in executive session shall first be announced in open session. Only Directors shall be entitled to attend Executive Sessions.

Section 12. Action Without Meeting. The Board may take action without a meeting if all of its members consent in writing to the actions to be taken. If the Board resolves by unanimous written consent to take an action, an explanation of the action to be taken shall be given by the Board to the Members of the Association within three (3) days after all written consents have been obtained in the manner provided in Article VII, Section hereof for the giving of notice of regular meetings of the Board.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have power to:

(a) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration, which powers, duties and authority so vested or delegated shall not be inconsistent with law; and

(b) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and

(c) contract for goods and services for the Maintenance Area.

Section 2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, said records to include but not be limited to a membership register, books of account and minutes of meetings of the Members and of the Board, and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote; Duties.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

- (1) fix the amount of the proposed annual assessment against each Building Lot at least forty-five (45) days and not more than sixty (60) days in advance of each annual assessment period;
- (2) send written notice of each proposed annual assessment to each Owner subject thereto at least forty-five (45) days in advance of each annual assessment period; and
- (3) file a lien against any Building Lot for which assessments are not paid within ten (10) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) furnish or cause an appropriate officer or officers to furnish, upon demand by any person, a certificate signed by an officer of the Association setting forth whether the assessments on a specified Building Lot have been paid. A

properly executed certificate of the Association as to the status of assessments on a Building Lot is binding upon the Association as of the date of its issuance;

(e) procure and maintain adequate liability insurance on Property owned by the Association or otherwise subject to the Declaration;

(f) cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Maintenance Area to be maintained as provided in the Declaration;

(h) at least forty-five (45) days and not more than sixty (60) days prior to the commencement of the second and each succeeding fiscal year of the Association, prepare and distribute to Members a proposed budget and prior to the commencement of the fiscal year, the Board shall adopt a budget for the Association consisting of at least the following information:

- (1) Estimated revenue and expenses on an accrual basis.
- (2) The amount of the total cash reserves of the Association currently available for replacement or major repair of Maintenance Area facilities and for contingencies.
- (3) An itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the Maintenance Area and facilities for which the Association is responsible.
- (4) A general statement setting forth the procedures used by the governing body in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Maintenance Area and facilities for which the Association is responsible.

(i) cause a financial statement (including a balance sheet and income and expense statement) of the affairs of the Association to be made:

- (1) as of the last day of the twelfth month following close of escrow for the sale of the first Building Lot by Declarant to an Owner. Said financial statement shall reflect the financial condition of the Association as of said date and shall summarize the financial transactions in which the Association was involved during the period between the close of the first sale and the date of the financial

statement. The financial statement shall include a schedule of assessments received and receivable itemized by Building Lot and shall include the name of the person or entity assessed. A copy of said financial statement shall be distributed personally or by mail to each of the Members of the Association and, upon written request, to all first Mortgagees, within sixty (60) days after the date of such financial statement.

- (2) as of the last day of each fiscal year of the Association. Said financial statement shall reflect the financial condition of the Association as of said date and shall summarize the financial transactions in which the Association was involved during the period between the close of the first sale of a Building Lot or the last of such financial statements and the date of the current financial statement and shall include a statement of changes in financial position. Said financial statement shall be prepared in accordance with generally accepted accounting principles by an independent public accountant for each fiscal year, and a copy of the financial statement shall be distributed personally or by mail to each Member of the Association and upon written request, to all first Mortgagees within one hundred twenty (120) days following the end of each fiscal year. In addition to financial statements, the governing body shall annually distribute, no more than sixty (60) nor less than forty-five (45) days prior to the beginning of the fiscal year, a statement of the Association's policies and practices in enforcing its remedies against Members for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against Members' Building Lots.

(j) make available to any prospective purchaser of a Building Lot, any Owner of a Building Lot, any first Mortgagee, and the holders, insurers and guarantors of a first Mortgage on a Building Lot, current copies of the Declaration, the Articles, these By-Laws, the rules and regulations governing the Building Lot and all other books, records and financial statements of the Association. "Available" as used in this paragraph shall at least mean available for inspection upon request during normal business hours or under other reasonable circumstances.

Section 3. Restrictions on Powers of Board.

(a) The Association shall be prohibited from taking any of the following actions without the vote or written assent of Members representing sixty-six and two-thirds percent (66-2/3%) or

more of the voting power of each class of Members; provided, however, in the event the Class B membership has been converted to Class A membership, then sixty-six and two-thirds percent (66-2/3%) or more of the total voting power of the Association comprised of at least sixty-six and two-thirds percent (66-2/3%) of the votes of Members other than Declarant shall then be necessary.

- (1) entering into a contract with a third person wherein the third person will furnish goods or services for the Maintenance Area or the Association for a term longer than one (1) year with the following exceptions:

- (i) a management contract, the terms of which have been approved by the Veterans Administration (if applicable)

- (ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Nevada Public Service Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

- (iii) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits a cancellation by the insured upon thirty (30) days written notice.

- (2) paying compensation to Directors or to Officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Director or Officer to be reimbursed for expenses incurred in carrying on the business of the Association.

- (3) filling a vacancy on the Board created by the removal of a Director

- (4) selling Property of the Association during any fiscal year.

(b) The Association shall be prohibited from taking the following action without the vote or written assent of at least two-thirds (2/3) of the voting power of each class of Members of the Association.

- (1) hypothecating any or all of the real or personal Property owned by the Association as security for money borrowed or debts incurred.

Notwithstanding the foregoing, for so long as there is any Building Lot or Common Area for which this Association is obligated to provide management, maintenance, preservation or control, then, without the approval of one hundred percent (100%) of the Members, this Association or any person acting on its behalf shall not transfer all or substantially all of its assets or file a certificate of dissolution

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a President and a Vice President, who shall at all times be Directors, a Secretary, and a Treasurer and such other Officers as the Board may from time to time by resolution create

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or shall be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require; each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine

Section 5. Removal and Resignation. Any Officer may be removed either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or except in case of an Officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

An Officer may resign at any time giving written notice to the Board, or the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any or of the other offices

except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, and subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the Members and at all meetings of the Board. He shall be, ex-officio, a member of all standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or by these By-Laws. The President shall see that all orders and resolutions of the Board are carried out.

(b) Vice-President. The Vice-President shall act in the place and in the stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws at such time as the Declarant no longer has the right to appoint the Committee members. In addition, the Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of one or more of the Directors of the Association, which to the extent provided in the resolution, shall have and may exercise the

powers of the Board in the management of the business and affairs of the Association, and may have power to authorize the seal of the Association to be affixed to all papers on which the Association desires to place a seal. The committees shall keep minutes of their proceedings and report the same to the Board when required.

ARTICLE XI BOOKS AND RECORDS

Section 1. Inspection. The original or a copy of these By-Laws as amended or otherwise altered to date, certified by the Secretary, the membership register, books of account and minutes of meetings of the Members, the Board and committees of the Board shall be kept at the office of the Association or at such other place as the Board shall prescribe and shall be made available for inspection and copying by any Member of the Association, or by his duly-appointed representative and by all first Mortgagees, at any reasonable time and for a purpose reasonably related to his interest as a Member or as a first Mortgagee, whatever the case may be. The governing body shall establish reasonable rules with respect to:

(a) notice to be given to the custodian of the records by the Member desiring to make the inspection;

(b) hours and days of the week when such an inspection may be made; and

(c) payment of the cost of reproducing copies of documents by a Member.

Section 2. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director shall include the right, at his expense, to make extracts and copies of documents.

ARTICLE XII ASSESSMENTS

Membership Assessments and Lien Rights

Section 1. Assessments. Subject to the limitations set forth in Section 6 of the Declaration, the Board shall fix and determine from time to time assessments to be paid by each Owner for the purpose of operating, maintaining and repairing the Maintenance Area, paying the necessary expenditures of the Association as provided in these By-Laws and the Declaration, and establishing an operating reserve fund and reserve for replacement, all as set forth in the Declaration.

Section 2. Lien Rights. As provided in the Declaration, the Association shall have a lien against the interest of each Owner in his or her Building Lot to secure the full and prompt payment of certain assessments levied by the Association in compliance with these By Laws, and, in the event of default by any Owner, said interest of such Owner may be foreclosed by the Association in the same manner as a realty mortgage or may be enforced by sale pursuant to NRS §278.A.150 and 278A.160 and to that end a power of sale is hereby conferred upon the Association, and any redemption thereafter shall be subject to the lien hereby created as to other or future events of default; provided, however, that the lien hereby created shall, at all times, be subordinate and inferior to the lien of any first Mortgage placed on the Building Lot or any part thereof.

Any assessments which are not paid within ten (10) days of the date such assessment became due shall be delinquent. Delinquent assessments shall bear interest, late charges and penalties from the date of delinquency at the rate (or in an amount) reasonably determined by the Board, and the Association may bring an action at law against the Member personally obligated to pay the same and, in addition thereto or in lieu thereof, may foreclose the lien as hereinabove provided, and interest, costs, including penalties and attorney's fees incurred in any such action, shall be added to the amount of such assessments. No Member may waive or otherwise escape liability for assessments provided for hereby by non-use of the Maintenance Area or abandonment of his or her Building Lot.

Section 3. Payment of Assessments by Declarant. The Declarant shall pay all assessments levied by the Association against any Building Lot owned by it at such time, in such manner and in such amounts as provided in the Declaration.

Section 4. Commencement of Regular Assessments. The regular assessments for all Building Lots, except those Building Lots owned by Declarant which (i) have not yet been sold and (ii) are unoccupied, shall commence on the first day of the first calendar month following the close of escrow for the first sale of a Building Lot by Declarant. Regular assessments as to all unoccupied Building Lots owned by Declarant which have not been previously sold shall commence upon the first day of the thirty-seventh (37th) calendar month following the close of escrow for the first sale of a Building Lot by Declarant.

ARTICLE XIII
CORPORATE SEAL

The Association shall have a corporate seal, which shall be circular in form, and shall have inscribed thereon the name of the Association, the date of its incorporation and the word "Nevada".

ARTICLE XIV
AMENDMENTS

Except as otherwise provided herein, new By-Laws may be adopted or these By-Laws may be amended or repealed by the vote of the Members entitled to exercise sixty-six and two-thirds percent (66-2/3%) or more of the voting power of each class of Members of the Association or by the written assent of such Members, unless the Class B membership has been converted to Class A membership in which event, sixty-six and two-thirds percent (66-2/3%) of the total voting power of the Association comprised of at least sixty six and two-thirds percent (66-2/3%) of the votes of Members other than Declarant, shall be necessary to amend these By-Laws. Notwithstanding the foregoing, no material amendment to these By Laws shall be made without (i) the approval of at least sixty-six and two-thirds percent (66-2/3%) of the Mortgagees and (ii) the consent (by vote or written consent) of Members representing sixty-six and two-thirds percent (66-2/3%) or more of the voting power of each class of Members of the Association, unless Class B membership has been converted to Class A membership, in which event, the consent of sixty-six and two-thirds percent (66-2/3%) of the total voting power of the Association comprised of at least sixty-six and two-thirds percent (66-2/3%) of the votes of Members other than Declarant. The term "material amendment" as used herein shall be defined as and shall mean any amendment which affects any of the following areas: voting rights; assessments; assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Maintenance Areas; responsibility for maintenance and repairs; boundaries of any Building Lot; convertibility of Building Lots into Common Area or vice versa; contraction of the Project, or the withdrawal of Property to or from the Project; insurance or fidelity bonds; leasing of Building Lots; imposition of any restrictions on an Owner's right to sell or transfer his Building Lot; a decision by the Association to establish self management when professional management had been required previously by a Mortgagee; restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; or any provision that expressly benefits mortgage holders, insurers or guarantors. Any Mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Notwithstanding the above or any other section of these By-Laws, the percentage of the voting power of the Association or of Members other than Declarant necessary to amend a specific clause or provision of these By-Laws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

ARTICLE XV
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on January 1 of each calendar year and end on December 31 of the year except that the first fiscal year shall begin on the date of incorporation. However, the fiscal year is subject to change from time to time as the Board may determine.

Section 2. Checks, Drafts, etc. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by two of the following: the President, any Vice-President; and the Treasurer of the Association.

Section 3. Contracts, etc., How Executed. The Board, except as in the By-Laws otherwise provided, may authorize any officer or officers or agent or agents to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have the authority to incur debt or to pledge the credit of the Association or to otherwise render it liable for any purpose or to any amount.

Section 4. Construction. Unless the context otherwise requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural includes the singular.

ARTICLE XVI
MEMBERSHIP RIGHTS AND PRIVILEGES

Except for certain rights of Declarant described in the Declaration, no Member shall have the right without the prior approval of the Board to exercise any of the powers or to perform any of the acts by these By-Laws delegated to the Board, as is in Article VIII of these By-Laws more fully provided. Unless otherwise provided in the Declaration and subject to the rules and regulations adopted by the Board, each Member, his immediate family, guests and tenants shall have the right to use and enjoy the Maintenance Area.

The membership rights and privileges, together with the voting rights of any Member, may be suspended by the Board for a period not to exceed one hundred twenty (120) days for any infraction of the provisions of the Declaration, the Articles, these By-Laws or the rules and regulations adopted pursuant to Article IV of the Declaration.

Notwithstanding the foregoing, membership rights and privileges, together with the voting rights of any member, may be suspended by the Board for any period of time during which any assessment on his or her Building Lot remains unpaid. No such suspension shall affect the rights of such Member to access to his or her Building Lot. Reasonable monetary penalties may be adopted by the Board.

A decision to impose discipline shall not be reached (i) prior to forty-five (45) days written notice, stating the reason or reasons for any such disciplinary action, being given to the accused Member personally or by first-class or registered mail sent to his or her last known address appearing on the books of the Association and (ii) without the accused Member having an opportunity to be heard, orally or in writing, by the Board at least thirty (30) days prior thereto. A two-thirds (2/3) vote of approval by the Board shall be necessary to impose disciplinary action.

ARTICLE XVII RESIDENT AGENT

The Association shall have a Resident Agent, who shall be chosen by the Board to hold office until his or her successor is chosen and qualifies. The resident agent may be either an individual or a corporation, located in the State of Nevada, in charge of the Association's principal office. The resident agent shall, within ten (10) days after acceptance of an appointment as such, file a certificate thereof in the office of the Secretary of State of Nevada and a copy of such certificate in the office of the County Clerk in the County in which the principal office of the corporation in the State of Nevada shall be located.

Michael J. Toigo, 3800 Howard Hughes Parkway, Suite 1550, Las Vegas, Nevada 89109 is hereby appointed the initial Resident Agent for the Association.

ARTICLE XVIII PRINCIPAL OFFICE

The principal office for the transaction of the business of the Association shall be located in Clark County, Nevada.

ARTICLE XVIII
CERTIFICATION

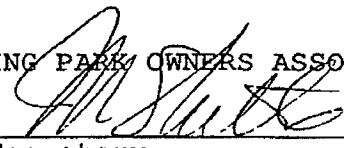
I, the undersigned, do hereby certify:

THAT I am the Secretary of the STERLING PARK OWNERS ASSOCIATION, a Nevada nonprofit mutual benefit corporation; and

That the foregoing By-Laws, comprising 22 pages, constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors and the Declarant, as the sole Member of said Association, dated the 19th day of JUNE, 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 19th day of JUNE, 1995.

STERLING PARK OWNERS ASSOCIATION

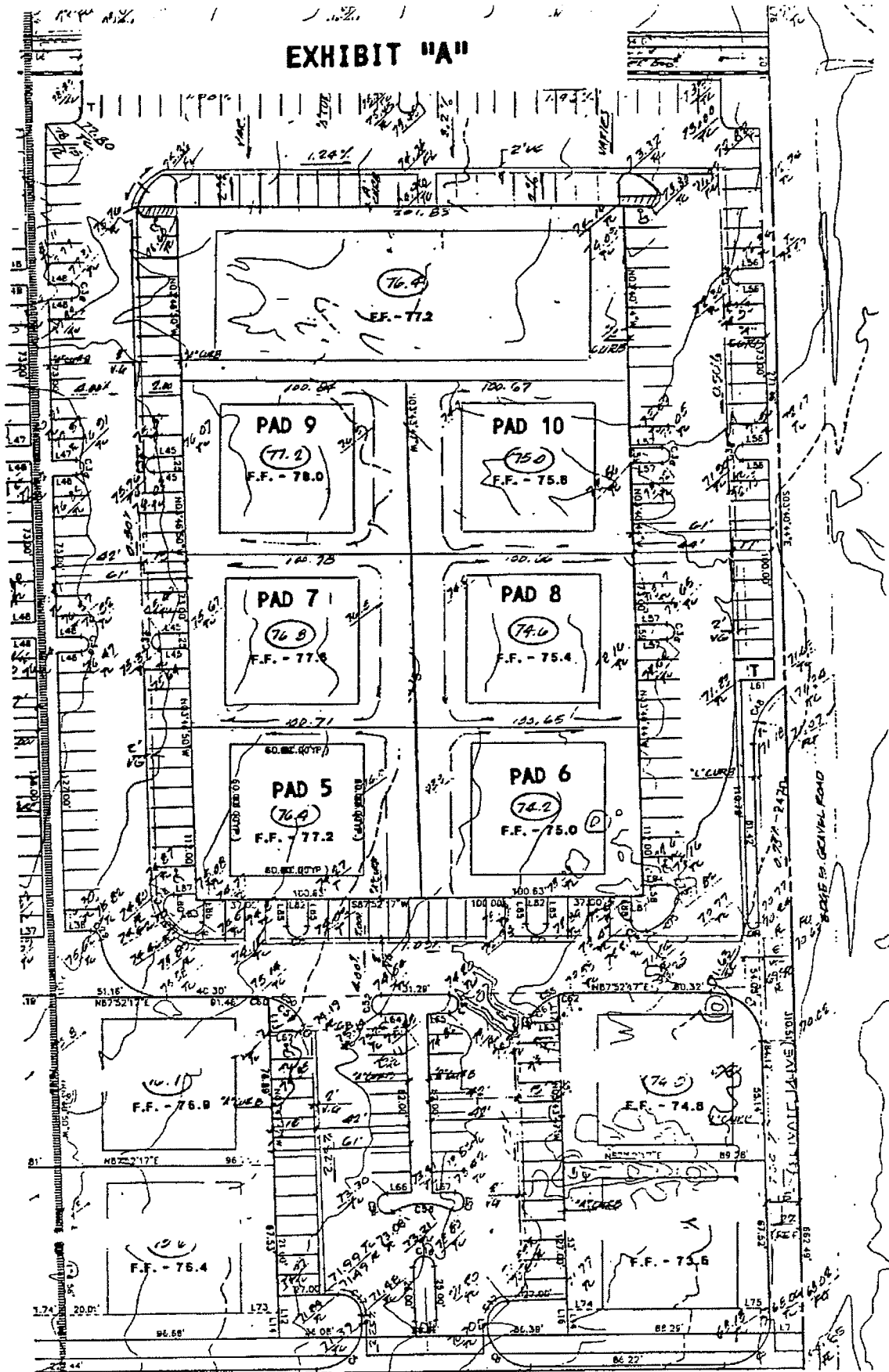
By: 

Its: Secretary

FRANK SHATTUCK

SEAL

EXHIBIT "A"



SAHARA AVENUE

EXHIBIT "B"

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), SAID CORNER BEING THE INTERSECTION OF TENAYA WAY AND SAHARA AVENUE; THENCE ALONG THE CENTERLINE OF SAHARA AVENUE, SOUTH 87°52'17" WEST, 665.64 FEET; THENCE NORTH 03°40'44" WEST, 75.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SOUTH 87°52'17" WEST, 332.95 FEET; THENCE NORTH 03°46'50" WEST, 588.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF VIA OLIVERO AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF VIA OLIVERO AVENUE; NORTH 88°03'51" EAST, 334.03 FEET; THENCE SOUTH 03°40'44" EAST, 587.47 FEET TO A POINT OF THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SAID POINT BEING THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 4.50 ACRES.

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:
Michael J. Toigo, Esq.
First Interstate Tower, Suite 1550
3800 Howard Hughes Parkway
Las Vegas, Nevada 89109

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RECIPROCAL EASEMENTS

FOR STERLING PARK

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RECIPROCAL EASEMENTS ("Declaration") is made and entered into this 30th day of December, 1993, by STERLING PARTNERSHIP II, a Nevada limited partnership, referred to hereinafter as "Declarant." Certain terms used in this Declaration are defined in Section 1 of this Declaration.

This Declaration is made in contemplation of and with reference to the following facts, understandings, and intentions of Declarant:

R E C I T A L S

A. Declarant is the fee owner of that certain real property situated in the City of Las Vegas, County of Clark, State of Nevada, which is described on Exhibit "A" attached hereto and incorporated herein by this reference. Said real property, together with any real property described on Exhibit "B" hereto which is subsequently annexed in accordance with the provisions of this Declaration, is hereinafter referred to as the "Park". The terms "Building Lot" and "Building Lots" as used herein shall mean the legal lots which, together with the Common Area, make up the Park, as same may be amended from time to time, upon further annexation or de-annexation as provided herein.

B. It is the purpose and intent of Declarant that the Building Lots comprising the Park be developed as an integrated business park in the manner set forth in the site plan attached hereto as Exhibit "C" (the "Site Plan").

C. It is the purpose and intent of Declarant by way of this Declaration to subject each of the Building Lots comprising the Park to the covenants, conditions, and restrictions hereinafter set forth pursuant to a general plan of improvement for the Park for the mutual benefit of the present and future owners of any and all portions thereof and their respective heirs, executors, successors, assigns, grantees, mortgagees, and tenants. Furthermore, in order to effectuate the common use and operation thereof, Declarant desires to declare the existence of certain reciprocal easements in, to, over and across the various Building Lots in the Park.

Each Owner will, at the time of the conveyance of fee simple title to a Building Lot receive title to an undivided interest in the Common Area within the Park.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby declares that (i) the following encumbrances shall attach to and run with all of the land comprising the Park and shall be for the benefit of and shall be limitations upon Declarant and any future owner or owners of the land comprising the Park, and (ii) all promises, covenants, conditions, restrictions, and encumbrances shall be covenants running with the land.

1. DEFINITIONS

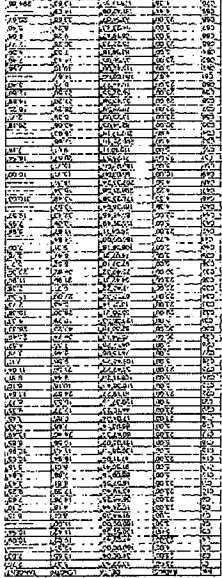
(a) Association shall mean and refer to Sterling Park Owners Association, a nonprofit mutual benefit corporation, incorporated under the laws of the State of Nevada, and its successor, and assigns.

(b) Building Lot shall mean the portions of the Park designated on the Site Plan as numbered Building Lots and shall include both the building pad and a portion of the contiguous landscaped area, the latter of which is herein sometimes referred to as "Greenbelt".

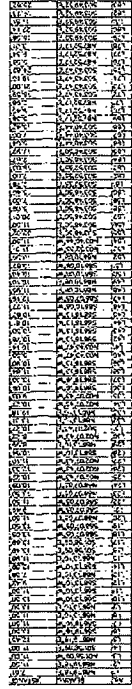
(c) Common Area shall mean and refer to all of the Property except for that portion of the Property located within a Building Lot and shall include, but not be limited to, the Parking Area. The Common Area is more particularly described in Exhibit "D" hereto.

(d) Maintenance Area shall mean and refer to the portion of the Property intended for non-exclusive use by the Owners and their permittees, tenants, subtenants, employees, concessionaires, licensees, customers, and business invitees in common with other users as permitted by the Declaration. Maintenance Area shall include, but not be limited to, the Common Area, the Greenbelt, and the exterior surfaces of each building, except for the roof, exterior doors and window glass.

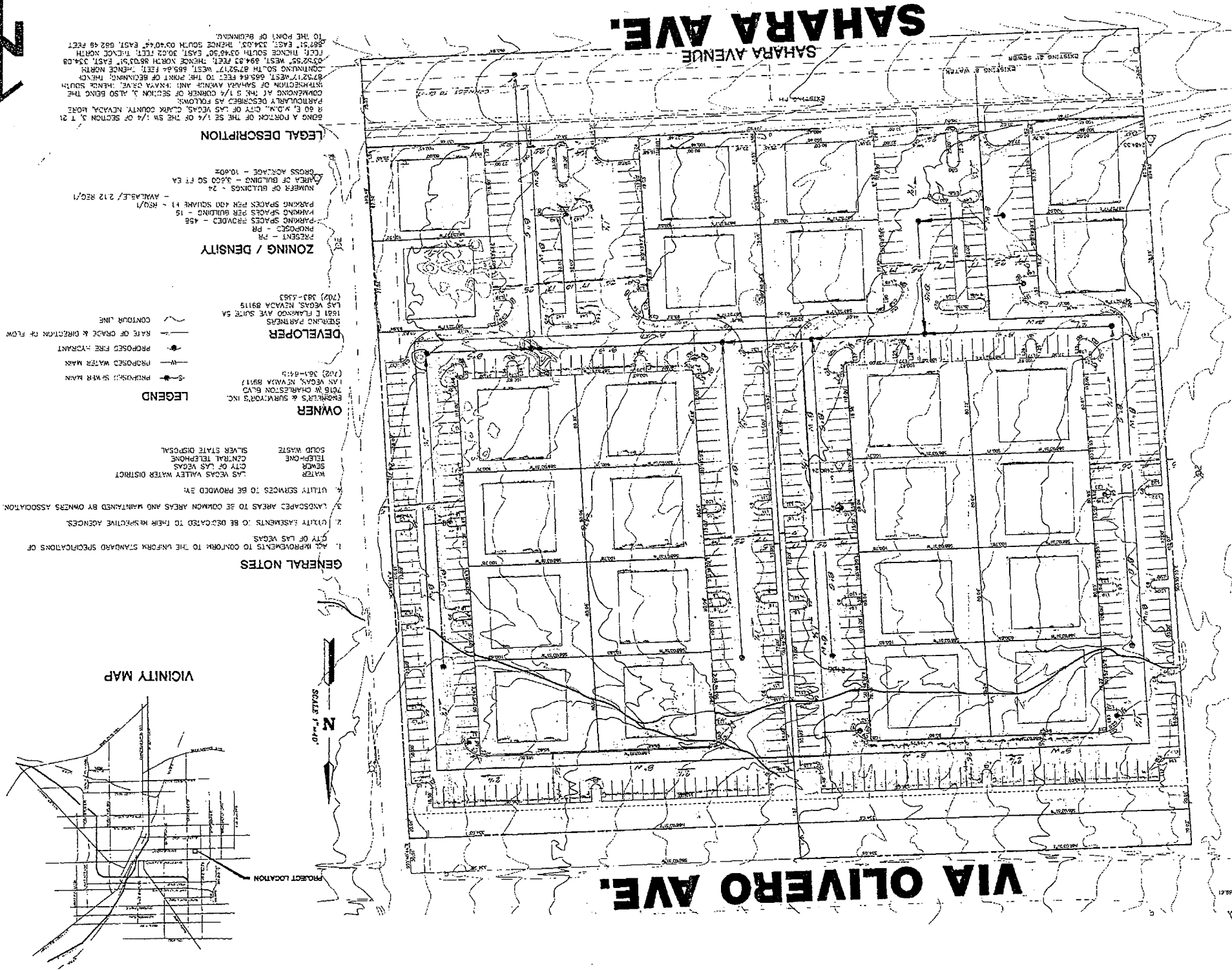
(e) Mortgagee shall mean a mortgagee, or trustee and beneficiary under a Mortgage (as hereinafter defined), and to the extent applicable, a fee owner or lessor or sublessor of any Building Lot which is the subject of a lease under which any Owner becomes a lessee in a so-called "sale and leaseback" or "assignment and subleaseback" transaction. The term "Mortgage" means any first mortgage, indenture of first mortgage, or first deed of trust encumbering the interest, whether fee or leasehold, of an Owner in a Building Lot and, to the extent applicable, a "sale and leaseback" or "assignment and subleaseback" transaction.



CURVE DATA



LINE DATA



TENTATIVE MAP

SAHARA PROFESSIONAL PARK
(A COMMERCIAL SUBDIVISION)


ESI ENGINEERS & INC.
 SURVEYORS
 3531 N. 10TH AVE., SUITE 100
 DENVER, CO 80202
 (303) 733-1000

SUBMITTED BY: *Don*
 DATE: *11-27-83*
 TIME: *1:44*

RECEIVED
 NOV 29 1983
 CIVIL ENGINEERING
 DIVISION

[illegible]

06-

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05 AON	3
808	
742-9517	7

SAHARA PROFESSIONAL P/A
(A COMMERCIAL SUBDIVISION)

Feb - 12/13/90 ADP? cc. 1/16/91 GAD. (black mirrored)

55-75192-APC

(f) Owner shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Building Lot, including Declarant, or the vendee under an installment land sales contract, but excluding those having any interest merely as security for the performance of an obligation. In the event that the ownership of any Building or other Improvements on any portion of a Building Lot shall ever be severed from the land, whether by lease or by deed, only the owner of the interest in the land shall be deemed an Owner hereunder. The Owner of the fee title and not the lessee of a Building Lot shall be deemed the Owner regardless of the term of any lease. Such "Owner" shall include any Person designated in writing by any Owner to act in the manner and at the time provided herein with complete authority and in the place of such Owner in the matter for which action is taken, powers exercised or performance required, provided such written authority shall be recorded in the Official Records of the County Recorder for Clark County, Nevada.

(g) [INTENTIONALLY OMITTED].

(h) Parking Area shall mean those portions of the Common Area used for (i) pedestrian and vehicular ingress to and egress from the Park from and to adjacent public streets, (ii) pedestrian and vehicular movement in and about the Park, and (iii) the parking of motor vehicles, together with all parking improvements to the Common Area which at any time are erected thereon, including incidental and interior roadways, pedestrian stairways, walkways and curbs, within or adjacent to such areas, plus such other areas as Declarant may from time to time designate as Parking Areas.

(i) Permittee shall mean an Owner, and any other Person from time to time entitled to the use and occupancy any portion of any Building in the Park under any lease, deed or other arrangement whereunder such Person has acquired a right to use and occupy any Building, and the respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires of such Persons. Among others, Persons engaging in the following activities on the Common Area or Greenbelt will not be considered to be Permittees:

- (i) Exhibiting any placard, sign, or notice;
- (ii) Distributing any circular, handbill, placard, or booklet;
- (iii) Soliciting memberships or contributions;
- (iv) Parading, picketing, or demonstrating; and
- (v) Failing to follow regulations relating to the use of the business park.

(j) Person shall mean any individual, partnership, firm, association, joint venture, corporation, trust, or any other form of business or governmental entity.

(k) [INTENTIONALLY OMITTED].

(l) Pro Rata shall mean and refer to a fraction determined as follows:

The number of square feet of the Building Lot owned by an Owner (whether developed or not) divided by the total number of square feet of all Building Lots in the Park (whether developed or not).

(m) Site Plan shall mean the site development plan for the Park attached hereto as Exhibit "C" and incorporated herein by this reference. Except as set forth herein, any revisions, modifications or other changes to the Site Plan shall require the prior approval of all Owners, which approval shall not be unreasonably withheld or delayed.

2. MEMBERSHIP

(a) Membership. Every Owner shall be a Member of the Sterling Park Owners Association. The terms and provisions set forth in this Declaration which are binding upon all Owners are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles, Bylaws, and Association Rules to the extent the provisions thereof are not in conflict with this Declaration. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Building Lot. Ownership of a Building Lot shall be the sole qualification for membership; provided, however, a Member's voting rights, if any, may be regulated or suspended as provided in this Declaration, the Bylaws, or the Association Rules. Not more than one membership shall exist based upon ownership of a single Building Lot.

(b) Transfer. The membership held by any Owner shall not be transferred, pledged, or alienated in any way except that such membership shall automatically be transferred to the transferee of the interest of an Owner. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner. The Association shall have the right to impose a reasonable fee to cover the cost of documentation and clerical services incurred with respect to the transfer of ownership interests on the books and records of the Association. Said fee shall be considered delinquent on the date ownership is transferred and said fee shall be treated as a Common Area Expense as that term is used in Section 6 hereof. Notwithstanding any other provision of this

Declaration, a new Owner's right to vote shall not vest until such transfer fee has been paid. The provisions of this Section 2 shall not apply to the transfer, pledge, or alienation of a membership to a Mortgagee in connection with a Mortgage.

(c) Voting Rights of Declarant. (1) So long as the Declarant shall own or control at least eighty percent (80%) of the available voting rights of all Members of the Association; or (2) until the Declarant elects in writing to authorize voting on the part of all Members as set forth herein, whichever of the events described in (1) or (2) above occurs first, the Declarant shall be the only Member entitled to vote on any matter pertaining to any provision contained in this Declaration or the Bylaws; provided, however, that all voting rights, whether exercised by the Declarant or by all the Members, shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules.

(d) Voting Rights of Members. Upon the transfer of voting rights to or vesting of voting rights in the Members in accordance with Subparagraph (c) hereof, each Member shall be entitled to one vote for each Building Lot owned. When more than one person is the Owner of a Building Lot, all such persons shall be Members, and the vote for such Building Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Building Lot. If any Owner casts a vote representing his Building Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Building Lot. Any vote cast with regard to any such Building Lot in violation of this provision shall be null and void.

(e) Approvals and Consents. Prior to the transfer of voting rights to the Members in accordance with Section (c) hereof, any provision of this Declaration or the Bylaws which requires the vote or written ballot or written consent of a specified majority of the voting power of the Association as set forth in the Bylaws, shall be deemed satisfied upon the written consent of Declarant exercising the entire voting power of the Association. Further, prior to the transfer of voting rights to the Members in accordance with Section (b) hereof, any provision in this Declaration which requires the vote, consent, approval, or action of the Declarant shall be deemed satisfied if voted upon, consented to, approved or acted upon by the Declarant under this Declaration. Provided that the transfer of voting rights to the Members shall have previously occurred in accordance with Section (b) hereof, and unless otherwise specifically provided in this Declaration or the Bylaws, any provision of this Declaration or the Bylaws which requires the vote or written consent of a specified majority of the voting power of the Association shall be deemed satisfied by the following:

(i) The vote of the specified percentage at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members. Such percentage must include the specified number of all Members entitled to vote at such meeting;

(ii) Written ballot or written consents as specified in the Bylaws, signed by the specified percentage of Members as provided in the Bylaws; and

(iii) In any matter requiring the consent of the Members but not specifically provided for in this Declaration or in the Articles, Bylaws, or any contract executed by the Association, a simple majority of the voting power of Members entitled to vote on such matters shall suffice.

3. USE RESTRICTIONS

(a) Except as provided below, no part of the Park shall be used for the following purposes:

industrial purposes;

commercial excavation of building or construction materials, except in the usual course of construction of improvements which are constructed pursuant to the terms herein;

distillation of bones; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse;

operation of a bar or tavern (which shall not be deemed to include a Restaurant which sells as an incidental part of its business, beer, wine, or other alcoholic beverages for on-premises consumption);

operation of a massage parlor, an adult bookstore, or any business primarily engaged in the sale or exhibition of what is commonly referred to as "pornographic," "obscene," or "adult" material;

operation of a convenience store (such as a "7-11 Store" or "AM/PM Mini Market");

operation of a hotel or motel;

operation of a house of worship;

operation of body and fender shop, a junk yard or a recycling facility.

(b) No Owner or Permittee operating a business in the Park shall be permitted to display, sell, store, or place any merchandise, portable signs, or other objects (including, without

limitation, vending machines, newspaper racks, kiosks, or furniture) anywhere outside the defined exterior walls, roof and permanent doorways of the Owner's or Permittee's Building.

(c) No Owner or Permittee of such Owner shall carry any merchandise or substance or perform any activity in relation to the use of such Owner's Building Lot which would (a) cause or threaten the cancellation of any insurance covering any portion of the Park, or (b) increase the insurance rates applicable to any portion of the Park.

(d) Everything done, installed, or constructed by each owner or with its permission or consent to or on its Building Lot shall conform to, and all operations on its Building Lot shall, to the best of such Owner's ability, conform to every applicable requirement of law or duly constituted authority. Each Owner shall use its best efforts to conduct or cause the occupant of such Owner's Building Lot to conduct its activities in conformity with all applicable laws, ordinances, rules, and regulations of governmental authority, and in such manner as not to constitute a nuisance or create unreasonable interference with other occupants of the Park and their customers and business invitees.

(e) No radio, TV, C.B., or other antennae, nor any mechanical or electrical equipment or other improvements shall be placed or maintained on the roof of any building in the Park except to the extent that the same can be shielded so as not to be visible and is approved by the Architectural Control Committee prior to its installation. All HVAC equipment shall be maintained such that noise levels emitted from such equipment comply with provisions of applicable noise control ordinances and regulations.

4. ARCHITECTURAL CONTROL

(a) Appointment of Architectural Control Committee. Declarant shall initially appoint the Architectural Control Committee, and shall retain the right to appoint, augment, or replace all members of the Architectural Committee for so long as the Declarant owns or controls at least one (1) of the available voting rights of all Members of the Association. The Architectural Control Committee shall consist of not less than two (2) nor more than five (5) persons, as fixed from time to time by Declarant, and upon the transfer of voting rights to or vesting of voting rights in the Members, by resolution of the Board. Persons appointed by the Board to the Architectural Control Committee must be Members; however, persons appointed by Declarant to the Architectural Control Committee need not be Members, in Declarant's sole discretion.

(b) General Provisions.

(i) The Architectural Control Committee may establish reasonable procedural rules and may assess a reasonable fee

for submission of plans in connection with review of plans and specifications including, without limitation, the number of sets of plans to be submitted; provided, however, the Architectural Control Committee may delegate its plan review responsibilities to one or more members of such Architectural Control Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Architectural Control Committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

(ii) The address of the Architectural Control Committee shall be the principal office of the Association as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards shall be kept.

(iii) The establishment of the Architectural Control Committee and the systems herein for architectural approval shall not be construed as changing any rights or obligations upon Owners to maintain, repair, alter, or modify or otherwise have control over the Building Lots as may otherwise be specified in this Declaration, in the Bylaws, or in any Association Rules.

iv) In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Architectural Control Committee, such plans and specifications will be deemed approved.

(c) Approval and Conformity of Plans.

(i) No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Building Lot until plans and specifications showing the plot layout and all exterior elevations with materials and colors therefor and structural designs, signs, parking, driveway, walkways, landscaping, and such other drawings, plans, designs, and specifications as are requested by the Architectural Control Committee, shall have been submitted to and approved in writing by the Architectural Control Committee; provided, however, that the restrictions set forth in this Section (c) shall not apply to improvements which are to be erected, placed, or altered entirely within a Building which do not affect the exterior or the structural design of a Building. Such plans and specifications shall be submitted in writing over the authorized signature of the Owner or Occupant of the Building Lot or his authorized agent. The Board shall adopt and promulgate the Architectural Standards. The

Architectural Standards adopted by the Board shall apply with respect to the plans and specifications and the improvements contemplated thereby which are subject to approval by the Architectural Control Committee shall be administered through the Architectural Control Committee. The Architectural Standards shall include, among other things, those restrictions and limitations upon the Owners set forth below:

(1) Reasonable time limitations for the completion of the improvements for which approval is required pursuant to the Architectural Standards;

(2) Conformity of completed improvements to plans and specifications approved by the Architectural Control Committee pursuant to this Article 4; provided, however, that as to purchasers in good faith and for value, the restrictions set forth herein pertaining to noncompletion or nonconformance shall not apply, unless notice of noncompletion or nonconformance identifying the violating Building, Lot and its Owner, specifying the reason for the notice, and executed by the Architectural Control Committee shall be filed of record in the Office of the County Recorder of the County, and given to such Owner within thirty (30) days of the expiration of the time limitation described in subsection (1) above, or unless legal proceedings shall have been instituted to enforce compliance or completion within said thirty (30) day period, and the completed improvements shall be deemed to be in compliance with plans and specifications approved by the Architectural Control Committee as required herein and in compliance with the applicable Architectural Standards, but only with respect to purchasers and encumbrancers in good faith and for value; and

(3) Such other limitations and restrictions as the Board in its reasonable discretion shall adopt, including, without limitation, the regulation of the following: construction, reconstruction, exterior addition, change, or alteration to or maintenance of any building, structure, wall, fence or other improvement, including, without limitation, the nature, kind, shape, height, materials, exterior color, surface, and location of such improvement; the type, location, and elevation of trees, bushes, shrubs, plants, hedges, and fences; the harmony of exterior design and color in relation to other improvements in the Park; effect of location and use of improvements and landscaping on neighboring Property, improvements, landscaping, operations, and uses; relation of topography, grade, and finished ground elevation of the Property being improved to that of neighboring Property; proper facing of primary elevations with respect to nearby streets; preservation of view and aesthetic beauty; with respect to fences,

walls, and landscaping, assurance of adequate access by the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Architectural Control Committee in accordance with this Article; conformity of the plans and specifications to the purpose and general plan and intent of this Declaration and inclusion in such plans and specifications of provision for the construction of adequate parking, driveways, and walkways in relation to the Building which are to be constructed thereon and the uses to be made thereof.

(ii) The Board shall further adopt a procedure by which a prospective Owner intending to erect improvements on a Building Lot may submit and obtain the advance approval of the Architectural Control Committee of such prospective Owner's plans therefor prior to the purchase of a Building Lot.

(d) Nonliability for Approval of Plans. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the Architectural Control Committee, the members thereof, the Association, the Members, the Board nor the Declarant assumes liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications.

(e) Appeal. In the event plans and specifications submitted to the Architectural Control Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board in the event voting rights shall have transferred to or vested in the Members. The written request shall be delivered to the Board not more than thirty (30) days following the final decision of the Architectural Control Committee. The Board shall submit such request to the full Architectural Control Committee for review, whose written recommendation will be submitted to the Board. Within thirty (30) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said thirty (30) day period shall be deemed a decision against the appellant. Prior to the date of the transfer of voting rights to or vesting of voting in the Members, any decision by the Architectural Control Committee shall be final and may not be appealed as provided for by this Section (e).

(f) Inspection and Recording of Approval. Any member of the Architectural Control Committee or any officer, director, employee, or agent of the Association, at any reasonable time and after not less than twenty-four (24) hours' oral notice to the Owner, may enter without being deemed guilty of trespass upon any Building Lot and improvements thereon, in order to inspect improvements constructed or being constructed on such Building Lot

to ascertain that such improvements have been or are being built in compliance with plans and specifications approved by the Architectural Control Committee and in accordance with the Architectural Standards. The Architectural Control Committee shall cause an inspection to be undertaken within thirty (30) days of a request therefor from any Owner as to his Building Lot, and if such inspection reveals that the portions of the improvements completed as of the date of the inspection, the completed improvements have been completed in compliance with this Article, the President and Secretary of the Association shall provide to such Owner a notice of such approval in recordable form which, when recorded, shall be conclusive evidence of compliance as of the date of the inspection with the provisions of this Article as to portions of the completed improvements inspected, or if the improvements are completed on the date of inspection, then the completed improvements described in such recorded notice, but as to such portions of or completed improvements only. The Architectural Control Committee, may in its sole discretion, assess a fee for any aforesaid inspections requested by an Owner to defray the expenses of any such inspections.

(g) Subterranean Improvements. No improvement in the Building Lot which will extend beneath the surface of the ground for a distance of more than six (6) inches shall be commenced unless plans and specifications therefor have been approved the Architectural Control Committee. Without limiting the generality of the foregoing, the Architectural Control Committee shall not approve plans or specifications for any such subterranean improvements which interfere with the intended use of the Building Lot unless adequate provision has been made to mitigate such interference to the satisfaction of the Architectural Control Committee. The procedure used by the Architectural Control Committee for review of subterranean improvements and the rules governing the same shall be the same as those provided for in this Article for the approval by the Architectural Control Committee of other improvements.

(h) Completion of Work. After the commencement of the work with respect to any improvements approved by the Architectural Control Committee in accordance with the terms hereof, such work shall be diligently prosecuted so that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for the completion thereof. All construction shall be done so as to cause minimal interference with the business operations conducted from those Buildings already open for business. During the construction, the construction site and surrounding areas shall be kept reasonably clean and free of construction material, trash, and debris, and appropriate precautions shall be taken to protect against personal injury and Property damage to the Declarant, other Owners, and Occupants. With regard to excavation and without limiting any other provision of this Declaration, no excavation shall be made on, and no sand, gravel, soil, or other material shall be removed from, the site

except in connection with the construction or alteration of improvements approved in the manner set forth in this Article, and upon completion of any such operations, exposed openings shall be backfilled and disturbed ground shall be graded, leveled, and paved or landscaped in accordance with the previously approved plans and specifications contemplated in this Article. After such completion of the improvements, there shall not be any other material change in the aforesaid improvements without prior approval in writing by the Architectural Control Committee in the manner contemplated in this Article. Failure to comply with this Section shall constitute a breach of this Declaration and subject the defaulting party or parties to all enforcement procedures set forth in this Declaration and any other remedies provided by law or equity.

(i) Regulation of Improvements. The following provisions shall govern the erection, construction, placement, and alteration of improvements on the Building Lots. The provisions shall be incorporated into the Architectural Standards. These provisions may from time to time be amended, modified, and supplemented by the Architectural Control Committee; provided, however, that such amendments, modifications, and supplementations conform with all applicable building and zoning laws.

(i) Buildings. All buildings and structures shall be placed or constructed wholly within the respective building pads and not upon the Greenbelt.

(ii) Minimum Setback Lines. Unless the Architectural Control Committee shall enact greater requirements, the minimum setback lines throughout the Park shall be those required by the applicable provisions of the zoning ordinance of the City.

(iii) Sewer Lines. Unless maintained by the Association, all onsite sanitary sewer mains and laterals on each Building Lot shall be maintained by the Owner of the Building Lot from the Building to the point of connection with the publicly maintained sewer line within public rights of way.

(iv) Signs and Lighting. Lighting shall be restricted to parking and security lights, fire lighting, and low-level sign illumination and floodlighting of buildings or landscaping or such other lighting as specifically approved in writing by the Architectural Control Committee. All lighting shall be shielded and contained within Property lines.

(v) Access. The Owner of each Building Lot shall have the right to use, for purposes on ingress and egress, the driveways and walkways of the Common Area and Greenbelt.

(vi) Parking Areas.

(A) Adequate Parking Area shall be designated within the Common Area.

(B) All Parking Areas shall be paved by the Association in the manner and with materials approved by the Architectural Control Committee and shall be striped in the manner required by the Architectural Control Committee.

(C) Each Owner of a Building Lot shall be assigned the exclusive use of one (1) covered parking space for each 1000 square feet of real property which he or she owns (e.g. the Owner of a 3,650 square foot Building Lot shall be entitled to the exclusive use of three (3) covered parking spaces).

(vii) Storage Areas. No materials, supplies, equipment or trash containers, or trash or refuse, shall be stored on a Building Lot except inside a Building.

(viii) Building Specifications. Any building erected on a building pad within a Building Lot shall conform to the following general construction practices:

(A) Exterior walls of stucco construction, or other construction as specifically approved in writing by the Architectural Control Committee.

(B) Exterior walls shall be painted or suitably finished in a color and manner acceptable to the Architectural Control Committee.

(j) General Sign Requirements. All signs in the Park shall comply with all governmental requirements applicable thereto and any sign criteria which may be established by the Declarant or by the Architectural Control Committee. Such signs shall be restricted to identification of the Park, the individual businesses located therein, or the services or products of said businesses, except that ordinary, temporary, tasteful, and not overly large or obtrusive "For Sale" or "For Lease" signs shall also be permitted. In no event shall there be any rooftop, flashing or audible signs in the Park, unless allowed by the Sign Criteria adopted from time to time by the Declarant or the Architectural Control Committee.

5. DUTIES AND POWERS OF THE ASSOCIATION

(a) General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws or elsewhere provided for herein, and without limiting the generality thereof,

the Association shall have the specific duties and powers specified in this Article.

(b) General Duties of the Association. The Association, through the Board, shall have the duty and obligation to enforce the provisions of this Declaration, the Articles, Bylaws, and Association Rules by appropriate means and carry out the obligations of the Association hereunder, including, but not limited to, the obligation of the Association hereunder.

(c) General Powers of the Association. The Association, through the Board, shall have the power but not the obligation to:

(i) Acquire interests in real or personal Property for offices or other facilities (1) that may be necessary or convenient for the administration of the affairs of the Association, or (2) that may be of benefit to the Members, or (3) that will enhance and protect the value, desirability, and attractiveness of the Park and to operate same;

(ii) Borrow money as may be needed in connection with the discharge by the Association of its powers and duties;

(iii) Establish in cooperation with the City a special tax assessment district for the performance of all or a portion of the functions now within the responsibility of the Association;

(iv) Assist governmental agencies or quasi-governmental agencies in the satisfaction of any conditions to permits, entitlements, approvals, or authorizations imposed as the result of financial assistance granted to such agencies by the Economic Development Administration;

(v) Take all the acts required and incur the charges which result in the levy of any and all Assessments;

(vi) Receive an assignment from or assume on behalf of the constituent general partners thereof, an Owner, and/or any future owners of all or any portion of a Building Lot, any and all rights, duties and obligations under any permits, approvals, or other entitlements issued to same by any federal, state, county, or municipal governments or other governmental agencies, commissions, or other bodies which govern development of all or a portion of a Building Lot.

(d) Association Rules. The Board shall also have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"), which may include the establishment of a system of fines and penalties enforceable as Special Assessments, all as provided in the Bylaws. The Association Rules shall govern such matters in furtherance of the purposes of the Declaration; provided, however, that the

Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed or a notice setting for the adoption, amendment, or repeal of specific portions of the Association Rules shall be delivered to each Owner in the same manner established in this Declaration for the delivery of notices. Upon completion of the notice requirements, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby. The Association Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such conflict.

(e) Delegation of Powers. The Association shall have the right according to law to delegate to committees, officers, employees, or agents any of its duties and powers under this Declaration, the Articles, and Bylaws; provided, however, no such delegation shall relieve the Association of its obligation to perform such delegated duty.

(f) Pledge of Assessment Rights. The Association shall have the power to pledge the right to exercise its Assessment powers in connection with obtaining funds to repay a debt of the Association, provided, however, that following the transfer of voting rights to or vesting of voting rights in the Members in accordance with Section 2 hereof, any such pledge shall require the prior affirmative vote or written assent of at least seventy-five percent (75%) of the Members. Said power shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to or which will become payable to the Association, which assignment may be then presently effective but shall allow said Assessments to continue to be paid to and used by the Association as set forth in this Declaration, unless and until the Association shall default on the repayment of the debt which is secured by said assignment. The Association may levy Special Assessments against the Members to obtain such funds. Upon the failure of any Member to pay said Special Assessment when due, the Association may exercise all of its rights, including, without limitation, the right to foreclose its lien pursuant to Section 16 herein, entitled "Nonpayment of Assessments."

(g) Emergency Powers. The Association or any persons authorized by the Association may enter the improvements located on any Building Lot in the event of any emergency involving illness or potential danger to life or Property. Such entry shall be made with as little inconvenience to the Owners as practicable,

and any damage caused thereby shall be repaired by the Association unless covered by insurance carried by the Owner.

(h) Waiver Against Declarant. To the fullest extent permitted by law, neither the Declarant nor any of its successors or assigns shall be liable to any Owner or Occupant of a Building Lot or any other person subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction, and/or for the enforcement or failure to enforce any provision of this Declaration. Every Owner of a Building Lot, by acquiring his interest therein, agrees that he will not bring any action or suit against the Declarant or its successors or assigns to recover any damages or to seek equitable relief because of any mistake in judgment, negligence, nonfeasance, action or inaction, and/or the enforcement or failure to enforce any provision of this Declaration. For purposes of this Section, the term "Declarant" shall be deemed to include the partners of the Declarant.

6. MAINTENANCE AREA

(a) Maintenance. The Association shall maintain the Maintenance Area in a manner comparable to the standard of maintenance followed in other first class business park developments of comparable size in the Las Vegas, Nevada area and in compliance with all applicable governmental laws, rules, regulations, order and ordinances and the provisions of this Declaration. The Association's maintenance and repair obligations hereunder shall include, without limitation, all of those tasks for which the Association shall be entitled to reimbursement pursuant to the provisions of Paragraph 6(b) below. The Association shall have the right to select from time to time a person or persons to maintain the Maintenance Area, provided that such selection will not diminish the Association's obligations to maintain the Maintenance Area. Each Owner shall pay its respective Pro Rata share of the Maintenance Area Expenses (defined in Paragraph 6(b) below). The Association shall undertake and perform its duties hereunder diligently and in an economical manner possible. Except for the Administration Fee payable to the Association pursuant to the provisions of Subparagraph 6(b) (xv) the Association shall not profit from its activities either directly or indirectly.

(b) Maintenance Area Expenses. The Association shall be entitled to collect from all of the Owners in the manner described below in Paragraph 6(d) for all of the below-described costs and expenses (collectively, the "Maintenance Area Expenses") incurred by the Association in performing its maintenance and repair obligations in accordance with the provisions of this Section 6:

(i) All general maintenance and repairs to the area identified herein as "Parking Area", whether required by the enactment or operation of law or otherwise, including, without limitation, cleaning, sweeping, repairing,

restriping, resealing, and resurfacing all paved surfaces and curbs as necessary and appropriate;

(ii) All general maintenance and repair, to all landscaped and other areas identified herein as Maintenance Areas including, without limitation, cleaning, sweeping, irrigating, weeding, pruning, fertilizing and replacing shrubs and other landscaping as necessary (excepting such landscaping which is installed by any Owner or Permittee without the prior approval of the Association), and the maintenance, repair and replacement of the Park identification sign (if any), Parking Area directional signs and markers (if any), tenant directory signs and markers (if any), including, without limitation, the pylon, panel, base, utilities service therefor, and any and all appurtenances to any of the aforesaid; and maintenance repair and replacement of all lighting facilities in the Maintenance Area;

(iii) Periodic sweeping and removal of all papers, debris, and refuse from the Maintenance Area and providing rubbish receptacles (including gates and enclosures) and periodic removal service for Owners and Permittees of the Park;

(iv) Storage space for equipment used for the benefit of the Maintenance Area;

(v) Expenses reasonably incurred for personnel to implement such services including, without limitation, payroll, payroll taxes, and health and workers' compensation insurance premiums;

(vi) Common and repair of any fire protection systems, security alarm systems, lighting systems, storm drainage systems, electrical systems, and any other utility systems serving the Maintenance Area. During each day that offices in the Park shall be operating, the Association shall provide for full lighting of the Maintenance Area to the extent deemed reasonably necessary by the Association for security and safety reasons, and the costs associated with providing such lighting shall be included as a part of and properly charged as a Maintenance Area Expense. Should any Owner or Permittee require lighting in excess of the foregoing ("Excess Lighting"), the Association shall endeavor to provide the requested Excess Lighting to the Owner(s) or Permittee(s) requesting same; provided, however, that all costs associated therewith shall be borne and paid for on a Pro Rata basis by the Owner(s) and/or Permittee(s) requesting such Excess Lighting;

(vii) Any taxes (other than real and personal Property taxes payable by the Owners of the individual Building Lots in the Park in accordance with the requirements of Article 18)

applicable to provide the aforementioned services rendered in connection with the Maintenance Area;

(viii) Any public utility or governmental charges or surcharges, and any other costs levied, assessed, or imposed pursuant to laws, statutes, regulations, codes and ordinances promulgated by a governmental or quasi-governmental authority in connection with the operation and use of the Maintenance Area;

(ix) Necessary tools and supplies;

(x) Depreciation on maintenance and operating machinery and equipment (if owned) and rental paid for such machinery and equipment (if rented); provided, however, that if the Association depreciates any particular machine or piece of equipment or establishes reserves in anticipation of the replacement thereof, the aggregate amount of such depreciation and reserves with respect to such particular machine or piece of equipment shall be applied by the Association against the cost of replacing such machine and/or piece of equipment, at such time such machine or piece of equipment is replaced;

(xi) Expenses reasonably incurred in connection with providing professional security personnel, or traffic supervision, if either is deemed necessary by the Association in its sole and complete discretion;

(xii) Other costs and fees identified in this Declaration as Maintenance Area Expenses; and

(xiii) An allowance for administration and supervision of the Maintenance Area (the "Administration Fee") in an amount not to exceed ten percent (10%) of the total of all other Maintenance Area Expenses, except for expenses that would, in accordance with generally accepted accounting principles, be capitalized, and all separately identifiable expenses incurred by the Association in performing maintenance, repair, and/or replacement activities recurring less frequently than annually.

(c) [INTENTIONALLY OMITTED].

(d) Annual Operating Budget/Payment of Maintenance Area Expenses.

(i) The Association shall prepare annually and submit to the Members a detailed budget setting forth the anticipated Maintenance Area Expenses for the upcoming year (the "Annual Operating Budget"). The Association shall use its best efforts to have the first Annual Operating Budget for the Park prepared and submitted to the Owners prior to July 1,

1994. Thereafter, the Association shall prepare and submit a budget not later than forty-five (45) days prior to the commencement of each fiscal year, which budget shall cover the twelve (12) month period of each succeeding fiscal year. The Owners shall have twenty (20) days after receipt of the proposed Annual Operating Budget to either approve or disapprove the same. The failure of any Owner to give the Association timely written notice of its approval or disapproval of the proposed Annual Operating Budget shall be deemed said Owner's approval of same. The proposed Annual Operating Budget shall be deemed approved and shall be binding on all of the Owners if approved by sixty-six and two-thirds percent (66-2/3%). If more than thirty-three and one-third percent (33-1/3%) of the Owners shall disapprove of any of the material terms thereof, said Owners shall negotiate in good faith to establish a final approved Annual Operating Budget for the following year prior to the onset of the period covered thereby. If approval of the Annual Operating Budget shall be delayed beyond said date, the Owners shall operate as though the previous year's Annual Operating Budget were still in effect until all of the disputed issues are resolved, with adjustments made as necessary thereafter. If for any reason the Owners are unable to agree upon an Annual Operating Budget by the commencement of the relevant fiscal year, the Association may notify the Owners of its desire to submit the issue for resolution by an arbitrator, in which case the controversy shall be subject to impartial and final arbitration pursuant to the provisions of the American Arbitration Association in the locale where the Park is located. The Association shall operate, maintain, and repair the Maintenance Area in accordance with the approved Annual Operating Budget and, except as provided in Subparagraph (ii) below, shall not include as Maintenance Area Expenses nor bill the Owners for their Pro Rata share of any costs or charges which are not included in the approved Annual Operating Budget; provided, however, that the Association shall have the right to include as a part of the Maintenance Area Expenses properly chargeable to the Owners charges associated with any emergency repairs or maintenance to the Maintenance Area which are necessary to prevent injury or damage to persons or Property ("Emergency Expenses"). The Association shall, however, use reasonable efforts to inform all of the Owners of the necessity of such emergency repairs or maintenance and to obtain the consent of the Owners thereto.

(ii) Prior to incurring a Maintenance Area Expense for an item or service which is in excess of the cost allocated therefor in the approved Annual Operating Budget and which would result in a greater than ten percent (10%) overrun of the total Maintenance Area Expenses set forth on the Annual Operating Budget, the Association shall send written notice of such expense, and the necessity therefor, to all of the Owners, and the Association shall not incur said expense

(except to the extent it constitutes an Emergency Expense) until approved by the Owners. If the Owners do not agree as to the necessity of the expense, said Owners shall negotiate in good faith to resolve their differences respecting same. If such differences are not resolved within a period of sixty (60) days from the date such notice is originally given to the Owners, the Association may elect to proceed with arbitration as described in Subparagraph (i) above. Any Maintenance Area Expense which does not require the approval of the Owners as provided in this Subparagraph (ii) may be incurred by the Association without such consent.

(iii) Commencing on the first day of the first month following close of escrow and thereafter on the first day of each calendar month during the term of this Declaration, each Owner shall pay to the Association such Owner's Pro Rata share of one-twelfth (1/12) of the approved Annual Operating Budget for the current year. Payments for any partial month shall be a prorated portion of the normal monthly payment, based on the actual days in such month. The Association shall, from time to time, but not more often than once every three (3) months and not less often than once every six (6) months, send each Owner a written statement itemizing in detail (including such backup material and cost breakdowns as may be reasonably requested by any Owner) the Maintenance Area Expenses actually expended by the Association for the period covered by the statement, including any expenses which are in excess of those shown on the approved Annual Operating Budget (a "Maintenance Area Expense Statement"). If any Owner shall have paid more than its Pro Rata share of the Maintenance Area Expenses actually incurred during the period in question, the Association shall promptly refund the amount of such excess to Owner. If any Owner shall have paid less than its Pro Rata share of said Maintenance Area Expenses during said period, such Owner shall promptly pay to the Association the amount of such deficiency. Any Owner may object to any cost or expense shown on any such Maintenance Area Expense Statement (a "Disputing Owner"), but only to the extent that the cost or expense objected to was not included as a part of the approved Annual Operating Budget nor separately approved by the Owners, by giving written notice of such objection to the Association, which written notice shall set forth in reasonable detail the grounds for the Owner's objections. Notwithstanding an Owner's objection, each Owner shall promptly pay all nondisputed amounts. In addition, an Owner may, but shall not be obligated to, pay its Pro Rata share of the Maintenance Area Expenses to which such Owner objects, which payment shall be deemed to be made under protest. The Association and any Disputing Owner(s) shall thereafter enter into good faith discussions reasonably calculated to settle all disputes relating to charges shown on the Maintenance Area Expense Statement. If such disputes are not settled within sixty (60) days of the Association's receipt of the Owner's objection, the Association may notify

the other Owners of its desire to submit the issue for resolution by an arbitrator pursuant to Paragraph 6(d)(i) above.

(iv) Upon the final resolution of any such dispute(s), the Association or the Disputing Owner, as the case may be, shall promptly pay the amount owing by the one to the other, together with interest thereon from the date of payment by such Owner to the date of reimbursement by the Association (in the case of payment owed to a disputing Owner), or from the date which is ten (10) days after the Maintenance Area Expense Statement is delivered to the Disputing Owner by the Association to the date of payment by such Owner (in the case of payment owed to the Association). Such payments shall bear interest at a "Default Rate" equal to five percent (5%) over the discount rate charged by the Federal Reserve Bank of San Francisco in loans to its member banks as of the twenty-fifth (25th) day of the calendar month immediately preceding the date of the Maintenance Area Expense Statement.

(v) Any Maintenance Area Expense owed to the Association hereunder which is more than ten (10) days past due shall, for as long as such amounts owing to Association remain unpaid, bear interest at the Default Rate. Any such penalties or interest which are paid by such delinquent Owner(s) shall be placed in a fund (the "Maintenance Area Fund"), which Maintenance Area Fund shall be established and controlled by the Association and shall be utilized by the Association to pay for unrecovered costs associated with the operation of the Maintenance Area in accordance with this Declaration. Each Owner acknowledges that the late payment of any monthly installment will cause Association to incur certain costs and expenses not otherwise contemplated, the exact amount of such costs being extremely difficult and impractical to fix. Such costs and expenses include, without limitation, administrative and collection costs, processing and accounting expenses and other costs and expenses necessary and incidental thereto, such that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Association for its loss suffered by such nonpayment. The late charge provisions contained herein are in addition to and do not diminish or represent a substitute for any or all of the Association's other rights to enforce the provisions of this Declaration.

(vi) Within two (2) years after receipt of any Maintenance Area Expense Statement, any Owner may, at its own expense, audit such statement. If it shall be determined as a result of such audit that the Owner has paid in excess of the amount required pursuant to this Declaration, then such overpayment shall be credited toward the next installment that would otherwise be due from such Owner. In addition, if the Maintenance Area Expense Statement required such Owner to pay in excess of three percent (3%) over the amount that such

Owner should have paid (as determined by the approved audit), then the Association shall pay all of the auditing Owner's reasonable costs and expenses connected with such audit.

(e) Utilities in Common Area. The utilities that serve the buildings constructed in the Park shall, unless maintained by a public or quasi-public utility or authority, be maintained and repaired as follows:

(i) Each Owner, with respect to the utility lines that serve only such Owner's Building Lot, shall maintain and repair, or cause to be maintained and repaired at said Owner's expense, all electric, gas, water, sewer, telephone, or other lines only serving said Building Lot. Each Owner shall, in addition, repair any damage to any part of the Maintenance Area caused during the fulfillment of said Person's obligations hereunder.

7. BUILDING UPKEEP AND MAINTENANCE

Except as otherwise specifically provided herein, each Owner shall provide for appropriate upkeep and maintenance of all improvements located in or on each Owner's Building Lot in order to assure that the Park and each part thereof is maintained in a safe, clean, and attractive condition and retains at all times the appearance of a first-class Park. Such maintenance shall include, but not be limited to, maintenance, repair and replacement of the exterior portions of each building's roof areas, exterior doors and window glass surfaces.

8. INSURANCE

(a) Insurance on Building Lot and Improvements. Each Owner shall at all times, at its sole expense, maintain insurance on such Owner's Building Lot and all improvements located thereon, and all fixtures, furnishings, equipment, and contents, as the same may exist from time to time. Said insurance shall be in the amount of the full replacement value thereof as ascertained by the insurance carrier and shall insure against all risks and perils normally covered under an "extended coverage all risk" policy as that term is ordinarily used in the insurance industry.

(b) Liability Insurance. Each Owner shall at all times, at its sole expense, maintain a policy of public liability and Property damage insurance with respect to such Owner's Building Lot, the business operated by such Owner, and any Permittees, concessionaires, or licensees of Owner on the Building Lot with limits of public liability coverage of not less than \$500,000 per person and \$1,000,000 per occurrence and with limits of Property damage liability coverage of not less than \$100,000 per accident or occurrence. The policy shall name the Association and any

person, firms or corporations designated by the Association as additional insureds.

(c) Requirements for Insurance Policies. Insurance required to be maintained by Owner hereunder shall be in companies holding a "General Policyholders' Rating" of A or better and a "Financial Rating" of 10 or better as set forth in the most current issue of "Best's Insurance Guide". Owner shall promptly deliver to the Association, within ten days of close of escrow, original certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage except after sixty (60) days prior written notice to Association. Owner shall, within sixty (60) days prior to the expiration, cancellation, or reduction of such policies, furnish the Association with renewals or "binders" thereof. Owner shall not do or permit to be done anything which shall invalidate the insurance policies required under these Covenants, Conditions, and Restrictions. All public liability, Property damage, and other liability policies shall be written as primary policies, not contributing with and not in excess of any other coverage which may be applicable. All such policies shall contain a provision that the Association, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Owner of the indemnity agreement as to liability for injury to or death of persons or injury or damage to Property contained in Section 15.

(d) Lenders. Any mortgage lender interested in any part of any Owner's Building Lot, may, at lender's option, be afforded coverage under any policy required to be secured by Owner hereunder, by use of a mortgagee's endorsement to the policy concerned.

(e) Owner's Failure to Maintain Insurance. In the event any Owner fails to maintain such insurance coverage as is required hereunder, the Association may, but shall have no obligation to, obtain same at Owner's expense. The premiums paid by the Association for such insurance plus twenty percent (20%) for overhead shall be reimbursed to the Association by Owner immediately upon presentation of a bill therefor.

(f) Waiver of Subrogation/Blanket Policies and Certificates/No Cancellation or Reduction Without Notice.

The Association and each Owner, on its behalf and on behalf of its insurance company(ies), waives all subrogation and other rights of recovery as it might have against each other and their respective Permittees, agents, servants, employees, invitees, and insurers with respect to (i) all perils actually covered by insurance, and (ii) all perils required by the terms of this Declaration to be covered by insurance, whether or not such insurance is actually obtained. Any insurance required to be

carried by an Owner pursuant to this paragraph may be carried by an Owner's Permittee(s) and under a blanket policy or under policies maintained by said Owner or Permittee with respect to other premises or Property owned or operated by said Owner or Permittee or its or their subsidiaries or affiliates. Each Owner shall provide to the other Owners proper certificates evidencing the coverages required hereunder. All insurance carried by any Owner shall provide that it shall not be cancelled or the coverage reduced below the amount required hereunder without at least twenty (20) days' notice to the other parties.

9. DAMAGE TO IMPROVEMENTS

(a) Reconstruction of Improvements. In the event of any damage or destruction to any part of any Owner's improvements constructed within its building pad, whether insured or uninsured, such Owner shall be obligated to, restore, repair or rebuild the damaged or destroyed area with all due diligence. Such Owner shall restore and reconstruct such building and/or improvements to at least as good a condition as they were in immediately prior to such damage or destruction. All such construction shall be accomplished in accordance with the requirements of Section 4 hereof and such other provisions of this Declaration as may be applicable.

All such restoration and reconstruction shall be performed in accordance with the following requirements, as the same are applicable thereto:

(i) No such work shall be commenced unless the Owner desiring to perform the same has, in each instance, complied with the appropriate provisions of Section 4 hereof with respect to plan approval;

(ii) All work shall be performed in a good and workmanlike manner and shall conform to and comply with:

(1) The plans and specifications prepared therefor as aforesaid;

(2) All applicable requirements of laws, codes, regulations and rules; and

(3) All applicable requirements of this Declaration; and

(iii) All such work shall be completed with due diligence, and at the sole cost and expense of the Owner performing the same.

10. EMINENT DOMAIN

(a) Condemnation. If the whole or any part of the real property comprising the Park shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Property so taken or to such Owner's Mortgagees or Permittees, as their interests may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Declaration. Any Owner of any real property which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Owner of the property taken.

(b) Reallocation Following Condemnation. Following the Condemnation of any Owner's Building Lot or portions thereof ("Condemnation"), the Association shall deduct from the Building Lot the total square footage of the condemned portions, and shall notify each Owner in writing of the results of such calculation. A Condemnation shall not excuse an Owner from payment of all or any portions of Maintenance Area Expenses due for the year of the occurrence of the Condemnation. However, any and all Maintenance Area Expenses payable thereafter shall be prorated on the basis of the recalculated square footage of the Building Lot.

11. RIGHTS OF MORTGAGEES.

(a) Filing Notice; Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Building Lot within the Park. Such notice need not state which Building Lot or Building Lots are encumbered by such Mortgage, but shall state whether such Mortgage is a First Mortgage. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder, shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any

further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

(b) Priority of Mortgage Lien. No breach of the covenants, conditions, or restrictions herein contained, nor in the enforcement of any lien provision herein, shall affect, impair, defeat, or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Building Lot, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise with respect to a Building Lot except as otherwise provided in this Article.

(c) Curing Defaults. A Mortgagee or the immediate transferee of such Mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which occurred prior to the date such Mortgagee acquired the title to a Building Lot which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

(d) Resale. It is intended that any loan to facilitate the resale of any Building Lot after judicial foreclosure, deed in lieu of foreclosure, or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

(e) Relationship with Assessment Liens.

(i) The lien for nonpayment of assessments provided for in Section 16 hereof entitled "Nonpayment of Assessments", shall be subordinate to the lien of any Mortgage which was recorded prior to the date any such Assessment becomes due.

(ii) If any Building Lot subject to a monetary lien created by any provisions hereof shall be subject to the lien of a Mortgage:

(A) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and

(B) the foreclosure of the lien of said Mortgage, the acceptance of a deed in lieu of foreclosure of the Mortgage, or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in

interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, except for liens or claims for a share of such Assessments resulting from a reassessment pursuant to Section 16(e) hereof, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

(f) Other Rights of Mortgagees. Any Mortgagee or its mortgage servicing contractor shall, upon written request to the Association, be entitled to:

(i) Inspect the books and records of the Association during normal business hours;

(ii) Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Building Lot is encumbered by such Mortgagee's Mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association; provided, however, the Association shall only be obligated to provide such notice to Mortgagees who have delivered a written request therefor to the Association specifying the Building Lot or Building Lots to which such request relates.

(g) Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage.

(h) Conflicts. In the event of any conflict between any of the provisions of this Section and any of the other provisions of this Declaration, the provisions of this Section shall control.

12. APPROVAL OF OWNER/DEEMED APPROVAL

Except as otherwise specifically provided herein, if any Owner having a right of approval hereunder fails to give such approval or specific grounds for disapproval within thirty (30) days of receipt of the request therefor (which shall include such background data, including required elevations, as may be necessary to make an informed decision on such request), said Owner shall be deemed to have given its approval. Except as otherwise specifically provided herein, no such approval shall be unreasonably withheld or delayed.

13. NOT A PUBLIC DEDICATION

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Park to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly

limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Park or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to control of the Owner(s). Notwithstanding any other provisions herein to the contrary, Declarant, pursuant to Paragraph 6(d), or the Owners by mutual agreement, may periodically restrict ingress to and egress from the Park in order to prevent a prescriptive easement from arising by reason of continued public use.

14. BREACH SHALL NOT PERMIT TERMINATION

No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against the Person acquiring title to a Building Lot or a portion thereof or interest therein by way of foreclosure, trustee's sale, or otherwise.

15. INDEMNITY

(a) Hold Harmless. Each Owner (the "Indemnifying Owner") shall protect, indemnify, defend, and hold each other Owner (the "Indemnified Owner(s)") harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss, or damage, howsoever caused, to any person or loss or damage to the Property of any person as shall occur in or about the Indemnifying Owner's Building Lot, except claims resulting from the negligence or willful act or omission of the Indemnified Owner or any occupant of such Indemnified Owner's Building Lot, or the agent, servants, or employees of such Indemnified Owner, wherever the same may occur. Notwithstanding any of the provisions of this Paragraph 15 to the contrary, each Owner for itself and its Permittees waives any right of recovery against the other Owner(s) and their Permittees for any loss, damage, or injury to the extent the same (i) is actually covered by insurance, or (ii) would have been covered by such insurance as is required to be carried pursuant to the provisions of this Declaration.

(b) Construction Indemnity. With respect to the obligations undertaken and/or the work to be performed hereunder by or on behalf of any Owner, each such Owner shall protect, indemnify, defend, and save harmless the other Owners and their Permittees,

agents, servant, employees, officers and directors, from any and all losses, damages, liability, costs or expenses, including, without limitation, attorneys' fees, reasonable investigative and discovery costs, court costs and all other sums which such other Owners, their permittees, agents, servants, employees, officers and directors may pay or become obligated to pay on account of any, all and every demand or claim, or assertion of liability, or any claim or action founded thereon (including mechanic's lien claims or stop notices) arising or alleged to have arisen out of any act or omission of the indemnifying party, its Permittees, agents, servants and employees, whether such claim or claims, action or actions be for damages, injury to person or Property, including the Property of the indemnified party, or death of any person, made by any person, group or organization, whether employed by any of the Owners or otherwise. The indemnified parties shall give the indemnifying party notice of any suit or proceeding entitling the indemnified party to indemnification pursuant to the provisions of this paragraph, and the indemnifying party shall defend the indemnified party in such suit or proceeding with counsel approved by the indemnified party. The indemnities and assumptions of liabilities and obligations herein provided shall continue in full force and effect notwithstanding the expiration or termination of this Declaration, to the extent that the facts giving rise thereto have occurred prior to the expiration or termination of this Declaration. Notwithstanding anything to the contrary hereinabove stated in this paragraph; (i) a party shall not be entitled to indemnification for any damage caused by or arising from the negligence or willful misconduct of such party or its agents or contractors, and (ii) each Owner for itself and its Permittees waives any right of recovery against the other Owner(s) and their Permittees for any loss, damage, or injury to the extent the same (i) is actually covered by insurance, or (ii) would have been covered by such insurance as is required to be carried pursuant to the provisions of this Declaration.

16. NONPAYMENT OF ASSESSMENTS

(a) Delinquency. Any Assessment provided for in this Declaration which is not paid within fifteen (15) days after the date of said Assessment because due shall be considered delinquent on the date said Assessment became due (the "Delinquency Date"). If any such Assessment is not paid within ten (10) days after the Delinquency Date, the delinquent assessment shall bear interest at the rate of not less than eighteen percent (18%) per annum from and after said date, but in any event not higher than the maximum rate permitted by law. The Association may, at its option and without waiving the right to judicially foreclose its lien against the Building Lot, pursue any available remedies, including, without limitation, bringing an action at law against the Owner personally obligated to pay the same and/or upon compliance with the notice provisions set forth in Section (b) herein, entitled "Notice of Delinquent Assessment", to foreclose the lien against

the Building Lot. If action is commenced, there shall be added to the amount of such Assessment, interest (including, without limitation, interest in the Delinquent Assessment, reasonable costs of collection, and late charges), the cost of such action, and attorneys' fees incurred in connection with such action; and in the event a judgment is obtained, such judgment shall include said interest (including, without limitation, interest on the Delinquent Assessment, on reasonable costs of collection, and on late charges), and reasonable attorneys' fees, together with the costs of action. Each Owner vests in the Association or its assigns the right and power to bring all actions at law or equity for lien foreclosure against the right and power to bring all actions at law or equity for lien foreclosure against such Owner or other Owners for the collection of such Delinquent Assessments.

(b) Notice of Delinquent Assessment. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a Notice of Delinquent Assessment is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Building Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in the County at least twenty (20) days after the date the Notice of Delinquent Assessment must recite a good and sufficient legal description of any such Building Lot, the record Owner or reputed Owner thereof, the nature of the Owner's ownership interest in the Building Lot, the amount which is delinquent, which shall include interest (including interest on the unpaid Assessment, reasonable costs of collection, and on late charges) at the rate of not less than eighteen percent (18%) per annum from and after the thirtieth (30th) day after the Assessment became due, but in any event not higher than the maximum rate permitted by law, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien, the fact that the delinquent amount is a lien against the Building Lot and the name and address of the trustee authorized to enforce the lien by sale.

(c) Foreclosure Sale. Any Assessment lien may be enforced by sale by the Association, its attorney, or any other person authorized by the Board to make the sale after failure of the Owner to make the payments specified in the Notice of Delinquent Assessment within said thirty (30) day period. Any such sale provided for above is to be conducted in accordance with the provisions of the Nevada Revised Statutes, as said statutes may from time to time be amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Building Lot, using as a credit bid the amounts secured by such lien, Association funds, or funds borrowed for such purpose at the sale, and to acquire and hold, lease, mortgage, and convey the same.

(d) Curing of Default. Upon the timely payment or other satisfaction of:

(i) All delinquent Assessment specified in the Notice of Delinquent Assessment;

(ii) All other Assessments which have become due and payable with respect to the Building Lot as to which such Notice of Delinquent Assessment was recorded; and

(iii) Interest (including interest on the delinquent Assessments, on reasonable costs of collection, and on late charges), attorneys' fees and other costs of collection pursuant to this Declaration and the Notice of Delinquent Assessment which have accrued.

An officer of the Association or any other person designated by the Board is hereby authorized to file or record, as the case may be, an appropriate release of such Notice of Delinquent Assessment and lien imposed thereby upon payment by the defaulting Owner of a reasonable fee to cover the costs of preparing and filing or recording such release.

(e) Reassessment of the Members. In the event the Association is unable to obtain payment from one or more Owners ("Nonpaying Owner") for any Assessments prior to the Delinquency Date ("Unpaid Assessments"), the Association, without releasing any delinquent Owner and without waiving any remedy set forth herein, may reassess the Members for a sum equal to the Unpaid Assessments. Upon payment by the Nonpaying Owner of the Unpaid Assessments or upon collection of same by the Association, the Association shall credit Assessments due or to be due in the future by Members in an amount equal to the Unpaid Assessment, or a portion thereof, for which the Member was assessed.

17. CONFORMITY TO LAWS

Each Owner shall maintain, or cause to be maintained, in a safe, clean, and tenantable condition and in good order and repair, all buildings and improvements which may from time to time be located within its building pad, so that said buildings and improvements conform to, and comply with, all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction with respect to construction and maintenance of the Park and the health and safety of the Owners, Permittees, occupants, business invitees, customers, and other Persons using the Park, and in such a manner as to not constitute a nuisance or create unreasonable interference with occupants of the Park, and their customers and business invitees.

18. REAL AND PERSONAL PROPERTY TAXES AND ASSESSMENTS

Each Owner shall pay, or cause to be paid by such Owner's Permittees, when due, all real estate and personal Property taxes and assessments which may be levied, assessed, or charged by any public authority against such Owner's Building Lot, the improvements thereon, or any other part thereof. If an Owner shall deem any Property tax or assessment (including the rate thereof or the assessed valuation of the Property) to be excessive or illegal, such Owner shall have the right, at its own cost and expense, to contest the same by appropriate proceedings, and nothing contained in this Section shall require such Owner to pay any such real Property tax or assessment as long as (i) no other Owner's Building Lot would be immediately affected by such failure to pay (or bond); and (ii) the amount and/or validity thereof shall be contested in good faith. If the failure to pay (or bond) such real Property tax or assessment affects another Owner's Building Lot, such other Owner shall have the right to pay such tax and shall have the lien on the nonpaying Owner's Building Lot for the amount so paid until reimbursed for such payment. Any such lien shall be subject and junior to, and shall in no way impair or defeat, a lien or charge of any Mortgagee.

19. CONSTRUCTION BY DECLARANT.

Nothing in this Declaration shall limit the right of Declarant to alter any Building Lot or to construct such improvements as Declarant deems advisable prior to Declarant's sale of such Building Lot. Such right shall include, but not be limited to, erecting, constructing, and maintaining on the unsold Building Lots such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit the right of Declarant, at any time prior to acquisition of title by a purchaser, to establish on the Property subject hereto additional licenses, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The rights of Declarant hereunder may be assigned to any successor or successors to Declarant's interest in the Property by an express assignment transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the any other Owner's right to use and enjoy its Building Lot.

20. RECIPROCAL EASEMENTS

(a) Ingress and Egress. Declarant initially declares the existence of, and each Owner hereby grants and conveys to each other Owner, for its use and for the use of its Permittees, in common with others entitled to use the same, a perpetual non-exclusive easement for the passage and accommodation of

pedestrians over and across the Greenbelt of each grantor's Building Lot as the same may from time to time be constructed and maintained for such use and the right of ingress, egress, and access to and within the Park. Such easement rights shall be subject to the following reservations as well as other provisions contained in this Declaration.

(i) Except for situations specifically provided for in the following subparagraphs, no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian travel for the purposes herein permitted shall be erected or permitted within or across the Greenbelt area of a Building Lot; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities (such as mailboxes, public telephones, or benches), landscaping, berms, or planters, which have been approved by the Architectural Control Committee.

(ii) No Owner shall make changes to the Greenbelt on its Building Lot without the approval of the Architectural Control Committee.

(iii) Each Owner further reserves the right to close off such portion of its Greenbelt for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of its Greenbelt as herein provided, such Owner shall give written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.

(iv) Each Owner reserves the right, at any time and from time to time, to exclude and restrain any Person who is not a Permittee from using the Greenbelt of such Owner's Building Lot.

(b) Utilities.

(i) Declarant initially declares the existence of, and each Owner hereby grants and conveys to each other Owner, a non-exclusive perpetual easement in, to, over, under, along, and across the Greenbelt located on the grantor's Building Lot necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation, and removal of lines or systems for utilities serving the grantee's Building Lot, including but not limited to sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone, and communication lines. Except with respect to ground mounted electrical transformers at the rear of a building or as may be necessary during periods of construction, repair, or temporary service, all utilities

shall be underground unless required to be above ground by the utility providing such service. Prior to exercising the right granted herein, the grantee shall first provide the grantor with a written statement describing the need for such easement, shall identify the proposed location of the utility, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by the Association. Any Person installing or maintaining utilities pursuant to the provisions of this article shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the grantor's use of its Building Lot. If any of the Owners elect to install common utilities, all costs and expenses thereof may be set forth in a separate agreement between those cooperating Owners.

(ii) The location and width of any utility installed subsequent to the initial paving and improving of any Owner's Building Lot shall be subject to the prior written consent of the Owner whose Building Lot is to be burdened thereby, such consent not to be unreasonably withheld. The easement area shall be no larger than that necessary to reasonably satisfy the utility company (as to a public utility) or five feet on each side of the centerline (as to a private line). Upon request, the grantee shall provide to the grantor a copy of an as-built survey showing the location of such utility. The grantor shall have the right at any time to relocate a utility line upon thirty (30) days prior written notice to the grantee, provided that such relocation:

- (a) shall not interfere with or diminish the utility services to the grantee;
- (b) shall not reduce or unreasonably impair the usefulness or function of such utility;
- (c) shall be performed without cost or expense to grantee;
- (d) shall be completed using materials and design standards which equal or exceed those originally used; and
- (e) shall have been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area shall be at the grantor's expense and shall be accomplished as soon as possible. Grantee shall have a right to require an as-built

survey of such relocated utility to be delivered to it at grantor's expense.

(c) Construction, Common, and Reconstruction.

(i) In order to accommodate any footings, foundations, columns, walls, or eaves which may be constructed or reconstructed immediately adjacent to a boundary line of the building pad and Greenbelt and which may overlap that boundary line, Declarant initially declares the existence of, and each Owner hereby grants and conveys to each other Owner, a non-exclusive easement in, to, over, under, and across that portion of the Greenbelt adjacent to such boundary line, in space not theretofore occupied by any then-existing structure, for the construction, maintenance, and replacement of footings and foundations, to a maximum distance of three (3) feet onto the Greenbelt, and for the construction, replacement, and maintenance of columns, walls, or eaves to a maximum distance of three (3) feet onto the Greenbelt. The grant of easement shall include the reasonable right of access necessary to exercise and enjoy such grant. The easement shall continue in effect for the term of this Declaration and thereafter for so long as the building utilizing the easement area exists (including a reasonable period to permit reconstruction or replacement of such building if the same shall be destroyed, damaged, or demolished) and shall include the reasonable right of access necessary to exercise and enjoy such grant.

(ii) Prior to utilizing the easement right set forth in (a) above, the Owner shall advise the Association of its intention to use the same, shall provide the plans and specifications and proposed construction techniques for the improvements to be located within the easement area, and shall give the Association opportunity to commence any construction activities which the Association contemplates undertaking at approximately the same time to the end that each party involved shall be able to utilize subterranean construction techniques which will permit the placement above ground of improvements on each portion of the property immediately adjacent to the common boundary line. If a common subterranean construction element is used by an Owner and the Association, it is specifically understood that each shall assume and pay its reasonable share of the cost and expense of the initial construction and, so long as the Owner and the Association are benefiting therefrom, subsequent maintenance thereof. In the event any improvement utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element shall be left in place for the benefit of any improvement utilizing the same located on the adjoining portion of the property.

(iii) Should any improvement to be constructed as provided herein inadvertently encroach on any Greenbelt or Common Area surrounding same, the Declarant hereby declares the existence of and each Owner hereby grants and conveys to each other Owner a perpetual easement for such encroachment to the encroaching party; provided, however, that such encroachment easement shall lapse in the event the improvement benefiting from same is thereafter razed and rebuilt, unless the encroachment is necessary for the structural integrity of the rebuilt structure.

(d) Drainage Easement. Declarant initially declares the existence of, and each Owner hereby grants and conveys to each other Owner, for its use and for the use of its Permittees, a nonexclusive, perpetual easement through and across each Building Lot and the Common Area for reasonable drainage purposes.

(e) Restriction. No Owner shall grant any easement for the purposes set forth in this Article for the benefit of any Property not within the Park; provided, however, that the foregoing shall not prohibit the granting or dedicating of utility easements by the Declarant or an Owner on the Common Area or a Building Lot, as the case may be, to governmental or quasi-governmental authorities or to public utilities.

(f) Amendment/Repeal. The provisions of this Article 20 may not be amended or repealed without the approval of one hundred percent (100%) of the Owners, the Association and all Mortgagees.

21. ANNEXATION.

(a) Annexation of Additional Property by Association. Upon written approval of the Association, pursuant to two-thirds (2/3) of a majority of the voting power of its members, or the written assent of such members, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Declaration of Annexation which shall extend the scheme of this Declaration to such properties.

(b) Annexation by Declarant. If, within seven (7) years of the date of the recordation of this Declaration with the County Recorder for Clark County, Nevada, Declarant should develop any of the additional property described on Exhibit "B" attached hereto, such additional Phases or any portion thereof may be added to the Property subject to this Declaration, and included within the jurisdiction of the Association by action of Declarant without the assent of members of the Association or any Mortgagees.

Said annexation may be accomplished by the recording of a Declaration of Annexation or separate Declaration of Restrictions which requires the Owners therein to be Members of the Association. At the time of recording of the Declaration of

Annexation, the common area in the property being annexed shall become a part of the Common Area described in Section 1 (c) above and all Owners shall thereafter have the same right, title and interest in and to that additional Common Area as such Owners have in the initial Common Area. In other words, each Owner's undivided interest in the Common Area acquired at the time of the conveyance of its Building Lot shall be conclusively deemed to be an undivided interest in all of the Common Area as may exist from time to time.

The obligation of each Owner to pay dues to the Association and the right of such Owner to exercise voting rights in the Association in such annexed Property shall not commence until the first day of the month following close of the first sale of a Unit by Declarant in that particular phase of development.

Subject to the annexation of additional Property as set forth in this subsection, the Declarant hereby reserves for the benefit of and appurtenant to subsequent property described in Exhibit "B", non-exclusive easements to use the Greenbelt and Common Area on the Property, until such time as all Phases are annexed pursuant to this paragraph, or until expiration of the right to annex.

(c) De-Annexation. Declarant may delete all or any portion of a phase of development ("Phase") from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the Owner of all of that Phase and provided that

(i) the Notice of De-Annexation is recorded in the same manner as the applicable Declaration of Annexation was recorded;

(ii) Declarant has not exercised any Association vote with respect to any portion of such Phase;

(iii) assessments have not yet commenced with respect to any portion of such Phase;

(iv) no Building Lot has been sold in said Phase; and

(v) the Association has not made any expenditures of any obligation respecting any portion of said Phase.

22. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and addressed to the recipient at such addresses as each shall supply to the others in the manner hereafter provided. All notices given pursuant to this Declaration shall be deemed received upon personal delivery or, if mailed, upon expiration of four (4) business days after mailing or, if sent by express delivery service, upon expiration of one (1) business day after pickup by

such express delivery service, unless actually received sooner. Each party may change its address by written notice to the other Owner(s) given in the manner hereinabove stated.

(b) No Joint Venture. The provisions of this Declaration are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

(c) Captions/Headings. The captions heading the various sections of this Declaration are for convenience and identification only and shall not be deemed to limit or define the contents of their respective sections.

(d) Entire Declaration. This Declaration contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or verbal agreements with respect thereto. This Declaration may not be modified without the written agreement of all of the Owners.

(e) No Waiver. The failure of an Owner or of the Association to insist upon strict performance of any of the provisions of this Declaration shall not be deemed a waiver of any rights or remedies that such Owner or the Association may have and shall not be deemed a waiver of any subsequent breach or default of any of the obligations contained herein by the same or any other party.

(f) Time of Essence. Time is of the essence with respect to matters in this Declaration wherein time limitations are mentioned.

(g) Remedies Cumulative. All remedies provided in this Declaration shall be deemed cumulative. Therefore, notwithstanding the exercise by a party of any remedy hereunder, such Owner shall have recourse to all other remedies as may be available at law or in equity.

(h) Binding Effect/Covenants Running With Land. The covenants contained in this Declaration shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of the Park and any portion thereof or interest therein, and any Person having or acquiring any portion of the Park or any interest therein and their successive owners and assigns.

(i) Recordation. This Declaration shall be recorded in the official records of Clark County, Nevada and this Declaration shall be effective upon such recordation.

(j) Governing Law. This Declaration and the obligations of the parties bound hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Nevada.

(k) Counterparts. This Declaration may be executed in any number of counterparts, each of which, when fully executed, shall be deemed to be an original, and all of which together shall be deemed to constitute one and the same instrument.

(l) Estoppel Certificate. Upon the written request of any Owner, the Board shall provide such Owner with a written certificate stating that, to the best of its actual knowledge, the Owner or Owner's Building Lot is not in violation of any of the provisions of this Declaration and the Board has not received written notice from any Owners stating that the Owner or Owner's Building Lot is in violation of this Declaration, or if there are any such violations or the Board has received such notices, stating in sufficient detail the nature of such violations. The certificate shall be delivered to the Owner no later than thirty (30) days after such request by the Owner. The Board may charge the Owner a reasonable fee to recover its costs in researching and preparing the certificate. Any prospective purchaser or Mortgagee of the Owner's Building Lot shall be entitled to rely on the information contained in the certificate; provided, however, that such reliance may not extend to any violations of this Declaration of which the Board does not have actual knowledge, or which have not been brought to its attention by written notice of an Owner. To the fullest extent permitted by law and provided the Board, the Association, any committee of the Association or Board, and any members thereof, and any officers of the Association or Board, acted in good faith and consistent with what they reasonably believed to be within the scope of their authority and duties, neither the Board, the Association, any committees of the Association or Board, any members thereof, or any officers of the Association or Board shall be liable to the Owner requesting the certificate or any other Owner of a Building Lot for any damage, loss, or prejudice suffered or claimed on account of the failure to supply such certificate or on account of any information contained in the certificate being incomplete or inaccurate and said was actually unknown to any of the above entities or persons.

(m) Mechanics' Liens. If an Owner (the "Responsible Owner") shall permit or allow any mechanics' liens to be filed against another Owner's Building Lot (an "Affected Owner") the Responsible Owner shall either pay the same and have it discharged of record, promptly, or take such action as may be required to reasonably and legally object to such lien and the placing of same against such Affected Owner's Building Lot, and in all events the Responsible Owner shall cause the lien to be discharged prior to the entry of judgment for foreclosure of such lien. Upon request of an Affected Owner, the Responsible Owner shall furnish such security or indemnity as may be required, to and for the benefit of such Affected Owner to permit a title endorsement or title policy to be issued relating to such Affected Owner's Building Lot without showing thereon the effect of such lien.

(n) Duration. This Declaration and each term, easement, covenant, restriction and undertaking contained herein will remain in effect for a term of fifty (50) years from the recordation date hereof and will automatically be renewed for successive ten (10) year periods unless the Owners of sixty-six and two-thirds percent (66-2/3%) or more of the Building Lots comprising the Park elect in writing not to so renew; provided, however, that the easements referred to in Article 20 hereof which are specified as being perpetual or as continuing beyond the term of this Declaration shall continue in force and effect as provided therein. Upon termination of this Declaration, all rights and privileges derived herefrom and all duties and obligations created and imposed hereunder, except as relate to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity which may be available with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

(o) Severability. If any clause, sentence, or other portion of this Declaration shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

(p) Attorneys' Fees/Court Costs. Should suit or legal action be instituted to enforce any of the foregoing terms, covenants, conditions, restrictions, and encumbrances, then the losing party, in addition to any judgment, order, or decree agrees to pay the prevailing party its reasonable attorneys' fees and court costs as may be awarded by the trier of fact adjudging or decreeing such suit or action.

(q) Force Majeure. If any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

(r) Rules and Regulations. Each Owner shall observe and comply with, and shall cause its respective Permittees to observe and comply with, such non-discriminatory Rules and Regulations as the Association may adopt from time to time (the "Rules and Regulations"). Amending the Rules and Regulations shall not

require the amendment of this Declaration. The Rules and Regulations shall be enforced by the Association.

(s) Enforcement. The Association, or any Owner, or both, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Without limiting the generality of the immediately preceding sentence, the Association, or any Owner, or both, shall have the right to enforce as equitable servitudes all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration or any amendments thereto. The Association, or any Owner, or both, shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Bylaws and any amendments thereto. With respect to architectural control, Maintenance Area Expense liens, or other liens or charges and Association Rules, the Association shall have the exclusive right to the enforcement thereof.

(t) Nuisance. The result of every act or omission whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

(u) Exempted Improvements. Any and all improvements built, constructed, erected, repaired, or replaced by the Declarant on the Common Area or on any Building Lot shall not be subject to the provisions of Section 3, "Use Restrictions", or Section 4, "Architectural Control".

(v) Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Control Committee, any other committees of the Association, any member of such Board or committee, nor any officer of the Board or Association shall be liable to any Member or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence, or the like made in good faith or which such Board, committees, or persons reasonably believed to be within the scope of their duties.

(w) Leases. Any agreement for the leasing or rental of a Building Lot or any Building thereon (hereinafter in this Section referred to as a "lease") shall provide that the terms of such

lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, and the Association Rules. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his Building Lot or Building thereon shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, the Bylaws, and the Association Rules.

(x) Construction. Unless the context otherwise requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural includes the singular.

(y) Amendments/Repeal. Subject to the other provisions of this Declaration, including without limitation the rights of Mortgagees pursuant to Article 11, "Rights of Lenders", this Declaration may be amended as follows:

(i) Until such time as voting rights shall have been transferred to or vested in the Members in accordance with Section 2 ("Membership") hereof, amendments or modifications to this Declaration or repeal of this Declaration shall be effective when executed by the Declarant and all Mortgagees which have interests encumbering the Building Lots of the Declarant, when the President and Secretary of the Association shall execute a certificate stating that the Declarant and all said Mortgagees are the only individuals and/or entities which must approve same, and when the aforesaid certificate of the President and the Secretary of the Association and the amendment or modification are both recorded in the Official Records of Clark County, Nevada. Thereafter, this Declaration may be amended or modified only by the affirmative vote or written ballot or written consent of Members representing at least two-thirds (2/3) of the voting power of the Association, and by the written consent of all Mortgagees; provided, however, that so long as the Declarant owns at least sixty-six and two-thirds percent (66-2/3%) of the Building Lots within the Park, then this Declaration may not be repealed without the prior written consent of the Declarant.

(ii) An amendment, modification, or repeal that requires the vote and written assent of the Members and Mortgagees as hereinabove provided shall be effective when the hereinabove required percentage of members, Mortgagees, individuals, or entities has approved the same, when that fact has been certified in a certificate executed by the President and the Secretary of the Association, and when the aforesaid certificate of the President and Secretary of the Association and the amendment, modification, or document evidencing the

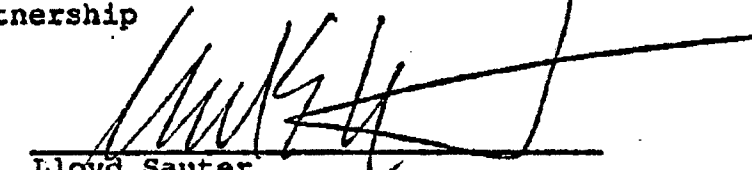
repeal of the Declaration, are both recorded in the Official Records of Clark County, Nevada.

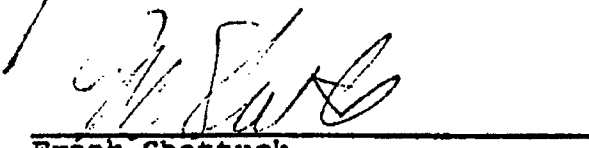
(z) Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of a Building Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said Property.

(aa) Limitation of Liability. Notwithstanding any contrary provision in this Declaration, the Articles, the Bylaws, or the Association Rules, the liability of the Declarant for any liabilities, damages, claims, awards, judgments, fees, or costs resulting from the failure of Declarant or the failure of Declarant's partners, or the partners, directors, or officers of Declarant's partners, or the failure of Declarant's agents, contractors, or employees, to keep, observe, and perform all the duties, obligations, agreements, covenants, conditions, and restrictions imposed by this Declaration, the Articles, the Bylaws, or the Association Rules (Collectively, the "Declarant's Liabilities"), shall be limited to the equity interest of the Declarant in the Building Lots then owned by Declarant. No other Property, real or personal, of Declarant, nor the partners of Declarant, nor the partners, directors, or officers of the partners of Declarant, shall be available or liable for the satisfaction of the Declarant's Liabilities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures this 30th day of December 1993.

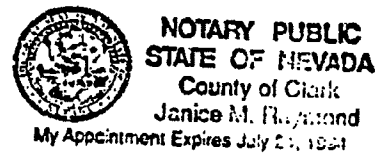
STERLING PARTNERSHIP II, a Nevada limited partnership

By 
Lloyd Sauter
Its: General Partner

By 
Frank Shattuck
Its: General Partner

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

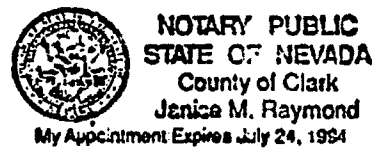
On the 30th day of December, 1993, before me, personally appeared LLOYD SAUTER, a General Partner of Sterling Partnership II, a Nevada limited partnership, before me, a Notary Public, State of Nevada, who acknowledged that he executed this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENTS FOR STERLING PARK.



Janice M. Raymond
Notary Public

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

On the 30th day of December, 1993, before me, personally appeared FRANK SHATTUCK, a General Partner of Sterling Partnership II, a Nevada limited partnership, before me, a Notary Public, State of Nevada, who acknowledged that he executed this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENTS FOR STERLING PARK.



Janice M. Raymond
Notary Public

EXHIBIT "A"

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), SAID CORNER BEING THE INTERSECTION OF TENAYA WAY AND SAHARA AVENUE; THENCE ALONG THE CENTERLINE OF SAHARA AVENUE, SOUTH 87°52'17" WEST, 665.64 FEET; THENCE NORTH 03°40'44" WEST, 75.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SOUTH 87°52'17" WEST, 332.95 FEET; THENCE NORTH 03°46'50" WEST, 588.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF VIA OLIVERO AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF VIA OLIVERO AVENUE; NORTH 88°03'51" EAST, 334.03 FEET; THENCE SOUTH 03°40'44" EAST, 587.47 FEET TO A POINT OF THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.50 ACRES.

EXHIBIT "B"

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), SAID CORNER BEING THE INTERSECTION OF TENAYA WAY AND SAHARA AVENUE; THENCE ALONG THE CENTERLINE OF SAHARA AVENUE, SOUTH 87°52'17" WEST, 998.46 FEET TO A POINT ON SAID CENTERLINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE CENTERLINE OF SAHARA AVENUE, SOUTH 87°52'17" WEST, 332.82 FEET, TO A POINT ON THE WESTERLY LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 3; THENCE ALONG SAID WESTERLY LINE, NORTH 03°52'55" WEST, 694.83 FEET; THENCE NORTH 88°03'51" EAST, 334.08 FEET; THENCE SOUTH 03°46'50" EAST, 693.67 FEET TO A POINT ON THE AFOREMENTIONED CENTERLINE OF SAHARA AVENUE, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.31 ACRES, MORE OR LESS.

EXHIBIT "C"

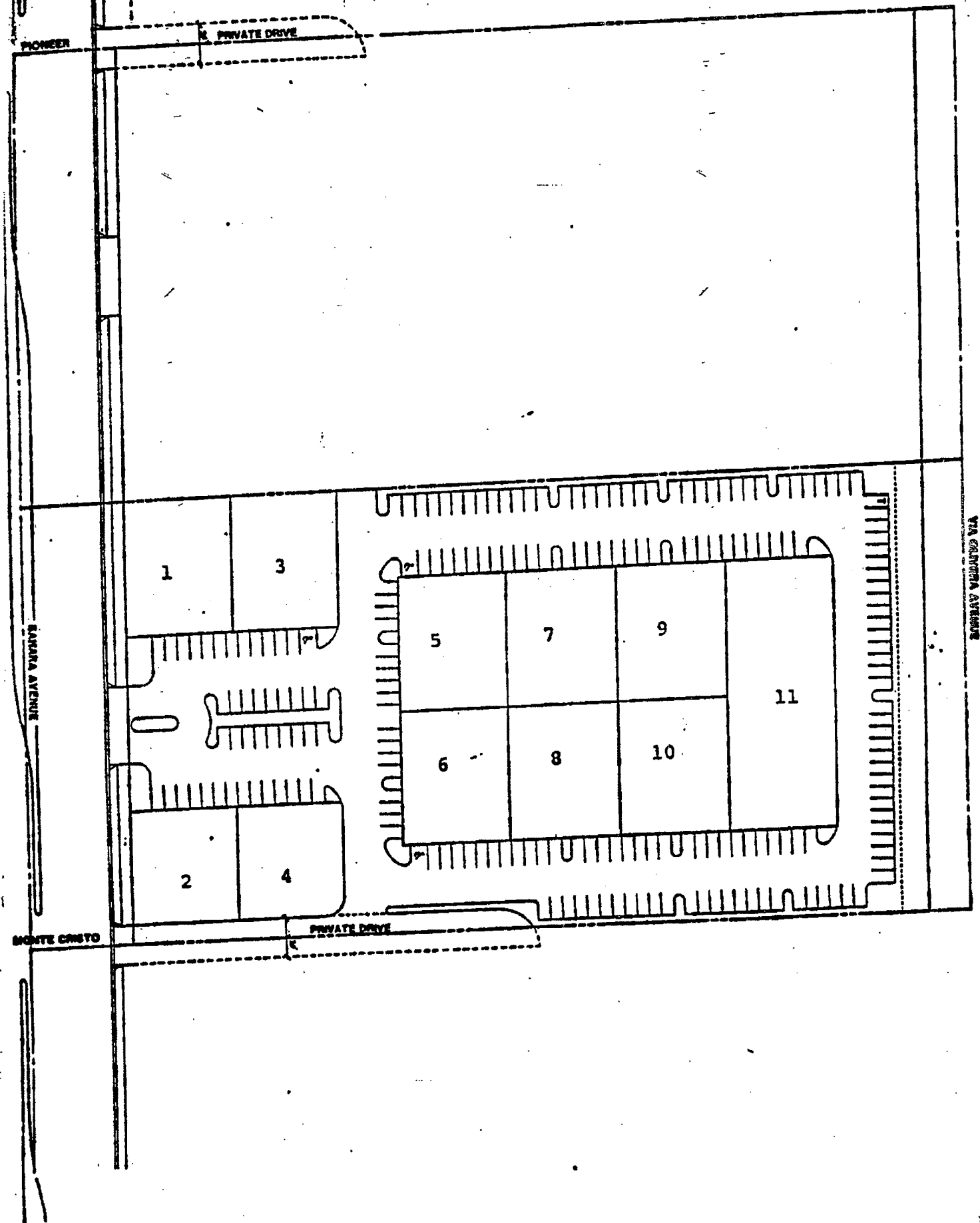


EXHIBIT "D"
PAGE 1 OF 2

BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), SAID CORNER BEING THE INTERSECTION OF TENAYA WAY AND SAHARA AVENUE; THENCE ALONG THE CENTERLINE OF SAHARA AVENUE, SOUTH 87°52'17" WEST, 665.64 FEET; THENCE NORTH 03°40'44" WEST, 75.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SOUTH 87°52'17" WEST, 332.95 FEET; THENCE NORTH 03°46'50" WEST, 588.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF VIA OLIVERO AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF VIA OLIVERO AVENUE; NORTH 88°03'51" EAST, 334.03 FEET; THENCE SOUTH 03°40'44" EAST, 587.47 FEET TO A POINT OF THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF SAHARA AVENUE, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.50 ACRES.

EXCEPTING THEREFROM (A) THE SOUTHWESTERLY BUILDING AREA CONTAINING APPROXIMATELY .35 ACRES, (B) THE NORTHERLY BUILDING AREA CONTAINING APPROXIMATELY 1.45 ACRES AND (C) THE SOUTHEASTERLY BUILDING AREA CONTAINING APPROXIMATELY .32 ACRES, EACH OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(A) THE SOUTHWESTERLY BUILDING AREA

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 3; THENCE ALONG THE SOUTHERLY LINE, SAID SOUTHERLY LINE ALSO BEING THE CENTERLINE OF SAHARA AVENUE, OF SAID SECTION 3, SOUTH 87°52'17" WEST, 665.64 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 03°40'44" WEST, 75.03 FEET; THENCE SOUTH 87°52'17" WEST, 236.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°52'17" WEST, 96.68 FEET; THENCE NORTH 03°46'50" WEST, 156.56 FEET; THENCE NORTH 87°52'17" EAST, 96.82 FEET; THENCE SOUTH 03°43'47" EAST, 156.55 FEET TO THE POINT OF BEGINNING.

(B) THE NORTHERLY BUILDING AREA

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 3; THENCE ALONG THE SOUTHERLY LINE, SAID SOUTHERLY LINE ALSO BEING THE CENTERLINE OF SAHARA AVENUE, OF SAID SECTION 3, SOUTH 87°52'17" WEST, 665.64 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 03°40'44" WEST, 275.06 FEET; THENCE SOUTH 87°52'17" WEST, 66.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°52'17" WEST, 201.26 FEET; THENCE NORTH 03°46'50" WEST, 213.78 FEET; THENCE NORTH 88°03'51" EAST, 201.83 FEET; THENCE SOUTH 03°40'44" EAST, 313.09 FEET TO THE POINT OF BEGINNING.

(C) THE SOUTHEASTERLY BUILDING AREA

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 3; THENCE ALONG THE SOUTHERLY LINE, SAID SOUTHERLY LINE ALSO BEING THE CENTERLINE OF SAHARA AVENUE, OF SAID SECTION 3, SOUTH 87°52'17" WEST, 665.64 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 03°40'44" WEST, 75.03 FEET; THENCE SOUTH 87°52'17" WEST, 15.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°52'17" WEST, 89.21 FEET; THENCE NORTH 03°43'47" WEST, 156.56 FEET; THENCE NORTH 87°52'17" EAST, 89.35 FEET; THENCE SOUTH 03°40'44" EAST, 156.55 FEET TO THE POINT OF BEGINNING.

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE COMPANY
01-04-94 08:00 BSB 49
BOOK: 940104 INST: 00294
FEE: 55.00 RPTT: .00
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