AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("*Amendment*") is entered into as of the 3 day of February, 2010 by and between CITY PARKWAY V, INC., a Nevada non-profit company ("*CPV*"), and PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company ("*Developer*"). CPV and Developer may be referred to herein singularly as a "P*arty*" and collectively as the "P*arties*".

WITNESSETH:

WHEREAS:

A. The Parties have entered into that certain Disposition and Development Agreement approved on March 19, 2008 by the City Council pursuant to which the Parties have agreed to the terms and conditions whereby CPV agrees to sell the Site to Developer and Developer agrees to purchase and develop the Site (the "*Agreement*").

B. For good and valuable consideration, the Parties mutually desire to modify the Agreement to provide for the (i) extension of the Close of Escrow, (ii) modification of the Developer Schedule of Performance and the CPV Schedule of Performance and (iii) modification of other terms contained in the Agreement relating to the sale, purchase and development of the Site.

C. In connection there with, the Parties have entered into this Amendment in order to set forth their mutual agreement as to the amendment and modification of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. Definitions. Any capitalized terms set forth in this Amendment that are not defined in this Amendment shall have the same definitions as set forth in the Agreement.

2. Close of Escrow. The Parties mutually desire to extend the date for the Close of Escrow and to provide Developer with certain rights to further extend the date for the Close of Escrow. In connection therewith the Parties hereby agree as follows:

(a) The Parties hereby agree that the definition of Closing Date in the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"*Closing Date*" means February 27, 2012 as such may be extended or accelerated by Developer pursuant to Section 10.1 below and Section 6.3(d)(ii) below.

(b) The Parties hereby agree that Section 10.1 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

10.1 Closing Date; Reporting Requirements.

(a) Provided that (i) Developer and CPV are not in material default under this Agreement, which default has not been cured after receipt of all required notices and the expiration of all applicable cure periods, and (ii) all conditions precedent to the Close of Escrow have occurred, the Close of Escrow shall occur on the Closing Date, subject to Developer's rights to extend or accelerate the Closing Date as set forth in Sections 10.1(b) and 10.1(c) below and extend the Closing Date pursuant to Section 6.3(d)(ii) above. CPV and Developer agree to perform all acts necessary in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) The Parties agree that Developer shall have two options to extend the Closing Date (the "*Extension Options*") as follows:

(i) Provided that at the time Developer exercises the first Extension Option Developer is not in material default of this Agreement which default has not been cured after receipt of all required notices and the expiration of all applicable cure periods, Developer shall have the first right to extend the Closing Date to February 27, 2013 by giving CPV written notice of the exercise of such option at anytime after October 1, 2011 but in no event later than February 1, 2012. Developer agrees that in the event Developer intends to exercise the first Extension Option, Developer shall make a presentation to the City Council as to the status of the hotel market nationally and locally; the feasibility of financing for the Project and the hotel segment in general; and such other information in Developer's possession reasonably requested by CPV, provided, however, that Developer shall not be required to engage or commission any third party reports or studies. Such presentation shall be made prior to the exercise of the first Extension Option. CPV agrees to assist Developer in submitting such report for an agenda of the City Council.

(ii) In the event Developer exercises the option to extend the Closing date as set forth in Section 10.1(b)(i) and provided that at the time Developer exercises the second Extension Option Developer is not in material default of this Agreement which default has not been cured after receipt of all required notices and the expiration of all applicable cure periods, Developer shall have a second and final right to extend the Closing Date to February 27, 2014 by giving CPV written notice of the exercise of such option at anytime after October 1, 2012 but in no event later than February 1, 2013. Developer agrees that in the event Developer intends to exercise the second Extension Option, Developer shall make a presentation to the City Council as to the status of the hotel market nationally and locally; the feasibility of financing for the Project and the hotel segment in general; and such other information reasonably in Developer's possession requested by CPV, provided, however, that Developer shall not be

required to engage or commission any third party reports or studies. Such presentation shall be made prior to the exercise of the second Extension Option. CPV agrees to assist Developer in submitting such report for an agenda of the City Council. Developer agrees that in the event Developer fails to exercise the first Extension Option pursuant to Sections 10.1(b)(i), Developer's right to exercise the second Extension Option shall automatically be null and void.

(iii) Developer agrees that it shall have no other rights to extend the Closing Date except as provided in Sections 10.1(b)(i) and 10.1(b)(ii) and 6.3(d)(ii) of this Agreement. In the event Developer fails to exercise the first or second Extension Option, as the case may be, Developer agrees that date for the Close of Escrow shall be the Closing Date then in effect except as provided in Section 6.3(d)(ii) of this Agreement.

(c) Provided that Developer is not in default of this Agreement, Developer shall have the right to accelerate the Closing Date by providing CPV with written notice no less than ninety (90) days prior to the Closing Date selected by Developer.

(d) In consideration of CPV's agreement to extend the Closing Date and grant the Extension Options, Developer agrees to perform the following reporting obligations:

(i) Developer shall provide to CPV written updates on a quarterly calendar basis of the local hotel market, availability of financing for development of the Project, the state of local market conditions for hotel developments, key market data, a summary of Developer's efforts in connection with the Project and such other information in Developer's possession as reasonably requested by CPV, provided, however, that Developer shall not be required to engage or commission any third party reports or studies. Such reports shall be in a format approved by CPV which approval shall not be unreasonably withheld. The first report shall be submitted for the first quarter of 2010 and all such reports shall be submitted no later than sixty (60) days after the last day of each calendar quarter.

(ii) In addition, Developer agrees to meet with each of the Mayor of the City and the council person for Ward 5 of the City at least twice each calendar year to provide each an update on the status of the Project. Such meetings shall be on dates and at times as mutually agreed by the Parties.

3. Earnest Money Deposit. The Parties agree that Section 5.1 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

5.1 Earnest Money Deposit. CPV and Developer acknowledge that Developer has deposited with Escrow the sum of Four Hundred Eighty-four Thousand Three Hundred Forty-eight Dollars ($484,348.00) (the "*Earnest Money*

Deposit"). The Earnest Money Deposit shall be applied in payment of the Purchase Price at the Close of Escrow. All interest paid on the Earnest Money Deposit including the ENA Deposit shall inure to the benefit of Developer and the term "Earnest Money Deposit" shall include any and all interest accrued thereon form time to time. Developer agrees that except for (i) Developer's right to terminate this Agreement pursuant to Section 6.3(d)(ii) above and (ii) the occurrence of a CPV event of default as defined in Section 17.3 below, the Earnest Money Deposit is nonrefundable in all respects and events.

4. Developer Schedule of Performance; Block Plan Approval.

(a) The Parties mutually desire to update Exhibit "E" to the Agreement to reflect the status of work completed by Developer in connection with the Project and to provide for tasks which remain to be completed by Developer and the modifications set forth in this Amendment. In connection therewith, the Parties agree that Exhibit "E" to the Agreement is hereby deleted in its entirety and Substitute Exhibit "E" to this Amendment is hereby substituted in lieu thereof and hereby incorporated into the Agreement.

(b) Developer acknowledges that it has received approval of Developer's Block Plan by the UPDRC as required by Section 6.3(a) of the Agreement and Developer no longer has a right to terminate the Agreement pursuant to Section 6.3(a) of the Agreement. Accordingly, the Parties hereby agree that Section 6.3(a) of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

(a) RESERVED

In addition, the Parties hereby agree that the definitions "*PAC Agreement*" and "*PAC Commencement Date*" are hereby deleted in their entirety from the Agreement.

5. CPV Schedule of Performance.

(a) The Parties mutually desire to update Exhibit "L" to the Agreement to reflect the status of work completed by CPV in connection with the Project and to provide for tasks which remain to be completed by CPV and the modifications set forth in this Amendment. In connection therewith, the Parties agree that Exhibit "L" to the Agreement is hereby deleted in its entirety and Substituted Exhibit "L" to this Amendment is hereby substituted in lieu thereof and hereby incorporated into the Agreement. In addition, the Parties agree that in order to correct a reference in the definition "*CPV Schedule of Performance*" in the Agreement to the wrong Exhibit to the Agreement, the definition of CPV Schedule of Performance is hereby deleted in its entirety and the following substituted in lieu thereof:

"*CPV Schedule of Performance*" means the schedule of performance for CPV set forth on Exhibit "L" attached hereto.

In addition, the Parties agree that Exhibit "C" to the Declaration is hereby deleted in its entirety and Substituted Exhibit "C" to this Amendment is hereby substituted in lieu thereof and hereby incorporated into the Declaration.

(b) The Parties hereby agree that Section 6.3(d)(ii) and Section 6.3(d)(iii) are hereby deleted in their entirety and the following substituted in lieu thereof:

(ii) (A) Developer agrees to notify CPV up to ten (10) months prior to, but no less than sixty (60) days prior to, the then effective Closing Date that it intends to proceed to Close of Escrow at the then effective Closing Date. Within thirty (30) days of such notice, CPV shall notify Developer as to whether CPV intends to commence and complete the Phase II Infrastructure as set forth in the CPV Schedule of Performance. In the event CPV notifies Developer that it intends to complete such Phase II infrastructure pursuant to the CPV Schedule of Performance, CPV thereafter shall proceed to commence and complete the Phase II Infrastructure as set forth in the CPV Schedule of Performance. CPV's obligation to construct the Phase II Infrastructure shall be subject to Unavoidable Delays. Developer agrees that in the event CPV agrees to construct the Phase II Infrastructure, then any unexercised Extension Options shall automatically be null and void and Close of Escrow shall occur on the then effective Closing Date. Developer acknowledges that in the event Developer provides written notice to CPV under this paragraph (ii) at a time that is less than ten (10) months between the time of the notice and the then effective Closing Date, that (x) portions of the construction of Phase II Infrastructure shall be constructed after the Closing Date and (y) notwithstanding, Developer shall still be obligated to proceed with the Close of Escrow on the then effective Closing Date.

(B) In the event that CPV notifies Developer that it is not then prepared to construct the Phase II Infrastructure, then Developer shall have the following sole and exclusive right and remedy in connection therewith:

(1) Allow this Agreement to remain in full force and effect in which case (x) the Closing Date shall be extended by one (1) day for each one (1) day that lapses until CPV notifies that CPV will construct the Phase II Infrastructure pursuant to the CPV Schedule of Performance and (y) the dates set forth in Section 10.1(b) for the exercise of any Extension Options shall be extended by one (1) day for each one (1) day that lapses until CPV notifies that CPV will construct the Phase II Infrastructure pursuant to the CPV Schedule of Performance; and

(2) Terminate this Agreement at anytime in which case Developer shall receive a refund in full of the Earnest Money Deposit and all interest accrued thereon. Upon such termination, this Agreement shall be null and void and the Parties shall have no further obligations or liabilities hereunder.

(iii) Developer agrees to cooperate with CPV making application for any approvals or services required for the Project, including, without limitation,

application to Nevada Energy for reservation of power service for the Project in sufficient time to support Developer's development schedule for the Project. CPV acknowledges that Developer's application with Nevada Energy currently remains open. CPV agrees that in the event such application expires or is otherwise terminated that Developer shall not be in default of this Agreement, provided, however, that Developer thereafter will make such applications to Nevada Energy at such time as Developer determines necessary to provide power service to the Project.

(c) The Parties agree that the following definition is hereby inserted into the Agreement:

"*Unavoidable Delays*" means delays in completion of Phase II Infrastructure actually resulting from any of the following (provided that such delay is beyond CPV's reasonable control): labor stoppage, materials shortage, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, unusually severe or abnormal weather conditions, failure or lack of utilities, or a court order which causes a delay (unless resulting from disputes between or among CPV, present or former employees, officers, members, partners or shareholders of CPV or affiliates of CPV (or present or former employees, officers, partners, members or shareholders of such affiliates) of CPV. In no event shall any of the following constitute an Unavoidable Delay with respect to CPV: (i) CPV's financial condition or inability to fund or obtain funding or financing, (ii) any change in the management or ownership of CPV or (iii) the application to CPV of any applicable law, rule or regulation. An extension of time for an Unavoidable Delay shall only be for the period of the greater of (i) the Unavoidable Delay or (ii) the actual impact on the schedule of completion of construction if greater than the period of Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

6. Symphony Park Documents.

(a) The Parties acknowledge that the name of Union Park has been changed to Symphony Park. In connection therewith the Parties agree that (i) the definitions on the Agreement of "*Union Park*" and "*Union Park Documents*" are hereby deleted in their entirety and the following substituted in lieu thereof:

"*Symphony Park*" is that certain real property described on Exhibit "F" attached hereto.

"*Symphony Park Documents*" has the meaning set forth in Section 6.4.

In addition, the Parties hereby agree that (i) except for the reference to "Union Park" in Developer's actual name in the opening paragraph of the Agreement, in the definition of "*Developer*", in Section 3.2 of the Agreement, in Section 18.5 of the Agreement and in

Developer's signature block, all references in the Agreement to "Union Park" are hereby changed to "Symphony Park", (ii) all references in the Agreement to "Union Park Documents" are hereby changed to "Symphony Park Documents and (iii) all references in the Agreement to "Union Park Master Association" are hereby changed to "Symphony Park Master Association". In addition, the Parties agree that they shall make conforming changes to the Declaration to reflect the name change to Symphony Park prior to the Close of Escrow.

(b) The Parties agree that Section 6.4 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

> 6.4 Symphony Park Documents. Developer and CPV agree that the Site and the Project shall be part of the Symphony Park Master Association and in connection therewith the Site and the Project shall be subject to (a) the Charter for Symphony Park recorded against Symphony Park December 16, 2009 in the Official Records of Clark County, Nevada in Book 20091216 as Instrument No. 00606, including the rules and regulations of the Symphony Park Master Association adopted from time to time and any supplements thereto; (b) the Restated Articles of Incorporation of the Symphony Park Master Association, Inc.; (c) the restated by-laws of the Symphony Park Master Association; (d) the Design Standards; (e) the Declaration of Shared Parking Covenants, Conditions and Restrictions for Symphony Park, (f) that form of Supplement to Community Charter for Symphony Park Relating to the Construction and Operation of a Private Roadway Supplement for the Private Road and (g) that form of Private Roadway Construction Agreement (collectively referred to herein as the "*Symphony Park Documents*"). True and correct copies of the Symphony Park Documents have been delivered to Developer as group Exhibit "M" to this Agreement. Developer agrees to accept title to the Site subject to the Symphony Park Documents.

The Parties agree that attached to this Amendment is group Exhibit "M:" which is hereby incorporated into the Agreement.

7. Conditions to Obligations to Close. The Parties agree that Section 10.2(c) is hereby deleted in its entirety and the following substituted in lieu thereof:

> (c) this Agreement has not been terminated pursuant to Section 6.3(d)(ii).

The Parties further agree that Section 10.3(d) is hereby deleted in its entirety and the following substituted in lieu thereof:

> (c) this Agreement has not been terminated pursuant to Section 6.3(d)(ii).

8. Miscellaneous.

(a) Except as amended by this Amendment, the Agreement is and shall remain in full force and effect.

(b) This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Each counterpart of this Amendment shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

(c) If there is any conflict between any of the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall control.

(d) The effective date of this Agreement shall be the date of approval of this Agreement by the City Council.

(e) The captions contained in this Amendment are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Amendment.

(f) Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Amendment and the remaining provisions shall remain in full force and effect.

(g) The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

SIGNATURES ON NEXT PAGE

CPV

CITY PARKWAY V, INC, a Nevada corporation

By _____
Elizabeth Fretwell, President

ATTEST:

_____, Title

APPROVED AS TO FORM:

_____, ESQ
Date

1/14/10

DEVELOPER

PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company

BY: Mill Creek Hospitality LLC, a Managing Member

By: _____
Charles R. Palmer, Manager

BY: City-Core Hospitality, LLC, a Managing Member

By: City-Core Development, Inc., its Manager

By: _____
Richard H. Kaufman, President

EXHIBITS

Substituted Exhibit "C"	Schedule of CPV Infrastructure Improvements to the Declaration
Substituted Exhibit "E"	Developer Schedule of Performance
Substituted Exhibit "L"	CPV Schedule of Performance
Group Exhibit "M"	Symphony Park Documents

Substituted Exhibit "C" to Declaration of Special Land Use Restrictions,

Option to Repurchase and Infrastructure Agreement

Between

CITY PARKWAY V, INC. and PALMER CITY-CORE UNION PARK HOTEL, LLC

CPV Schedule of Infrastructure Improvements

Record of Survey

To be recorded on or before:	Completed.

Phase I Infrastructure

Phase I infrastructure encompasses the southern half of Symphony Park from the southern most portions of Parcels C, G, and N. All wet and dry utility installations, sanitary and storm sewers, as well as grading and curbing shall be installed. In addition, grading will be accomplished on the northern half of the site.

Mylar's to City	Completed
Bid Package	Completed
Commencement of:	Completed
Construction Completion*:	Completed

*Construction Completion of Phase I infrastructure is defined as all underground utilities installed and that curbing and a stable road base are in place.

Phase II Infrastructure

Phase II infrastructure encompasses the northern half of Symphony Park wet and dry utility installations, sanitary and storm sewers, as well as curbing and first layer of asphalt. In addition, the portion of our permanent power from the commerce substation and gas will be provided under the UPRR tracks.

99% design drawings to City:	Completed
Construction Completion*:	To be completed within 10 months of notice to close by Palmer City-Core Union Park Hotel, LLC

*Construction Completion of Phase II infrastructure is defined as all underground utilities are installed and that curbing and a base course of asphalt are in place.

In addition, prior to the opening of Developer's project, the final asphalt coat will be applied to all streets surrounding Parcel G, except for the private road located on the northern border of Parcel G, and also applied to all of Symphony Park Avenue and all required traffic signals will be installed and operating.

Electric Power

Will-serve letter submitted to Parcel G by Nevada Energy:	Completed

Symphony Park

For purposes of this schedule, Symphony Park construction will be designated for Parcels M2 and M3.

Please Note: Funding and party responsible for constructing park on M2 and M3 is yet to be determined.

Construction Completion*:	To be completed within 3 months prior to opening of developer's project

*Construction Completion of Symphony Park is defined as all hardscape and landscapes in place such that the park is available for use by Developer and Developer's guests. Any proposed civic art, kiosks, or band-shell may not have been installed by such time.

Substituted Exhibit "E"

TO

AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

Between

CITY PARKWAY V, INC. and PALMER CITY-CORE UNION PARK HOTEL, LLC

Developer Schedule of Performance

Acquisition and Entitlement

The Acquisition and Entitlement process includes many items already completed. Items remaining to be completed and the timeframes for completion as set forth below.

UPMA document comments to Newland Communities	Completed
West Bridger Easement Language	Completed
Conclude UPMA document negotiation	Completed
Close Escrow	02/27/2012*

* Or as extended pursuant to the terms of the Agreement.

Design to Building Permit

The design process includes various stages of conceptual design, schematic design, design development, and construction drawings. The scope of work includes a mixed-used project of hotel, residential, retail, restaurant, spa. pool, and all other uses normally found in a fine hotel property.

Initial Block Plan to DRC	Completed
Geotechnical, Phase I & Phase II reports	Completed
Resubmit Block Plan to DRC	Completed
Commence Design & Development Phase	Commenced
Submit Final Block Plan and Architecturals to UPDRC for review	7 months prior to close of escrow
Submit final plans to City Planning Department for Entitlement approval	6 months prior to close of escrow
Submit final block plan to City Council For final approval	5 months prior to close of escrow
Submit Construction Drawings for Permit	4 months prior to close of escrow
Developer to have acquired building permit	Prior to close of escrow

Construction

Start Construction	w/in 30 days after close of escrow
Complete Construction	w/in 30 months after start of construction

Substituted Exhibit "L"

TO

AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

Between

CITY PARKWAY V, INC. and PALMER CITY-CORE UNION PARK HOTEL, LLC

CPV Schedule of Performance

Record of Survey

To be recorded on or before:	Completed.

Phase I Infrastructure

Phase I infrastructure encompasses the southern half of Symphony Park from the southern most portions of Parcels C, G, and N. All wet and dry utility installations, sanitary and storm sewers, as well as grading and curbing shall be installed. In addition, grading will be accomplished on the northern half of the site.

Mylar's to City	Completed
Bid Package	Completed
Commencement of:	Completed
Construction Completion*:	Completed

*Construction Completion of Phase I infrastructure is defined as all underground utilities installed and that curbing and a stable road base are in place.

Phase II Infrastructure

Phase II infrastructure encompasses the northern half of Symphony Park wet and dry utility installations, sanitary and storm sewers, as well as curbing and first layer of asphalt. In addition, the portion of our permanent power from the commerce substation and gas will be provided under the UPRR tracks.

99% design drawings to City:	Completed
Construction Completion*:	To be completed within 10 months of notice to close by Palmer City-Core Union Park Hotel, LLC

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In addition, prior to the opening of Developer's project, the final asphalt coat will be applied to all streets surrounding Parcel G, except for the private road located on the northern border of Parcel G, and also applied to all of Symphony Park Avenue and all required traffic signals will be installed and operating.

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Will-serve letter submitted to Parcel G by Nevada Energy: Completed

Symphony Park

For purposes of this schedule, Symphony Park construction will be designated for Parcels M2 and M3.

Please Note: Funding and party responsible for constructing park on M2 and M3 is yet to be determined.

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*Construction Completion of Symphony Park is defined as all hardscape and landscapes in place such that the park is available for use by Developer and Developer's guests. Any proposed civic art, kiosks, or band-shell may not have been installed by such time.

Inst #: 200912160000606
Fees: $132.00
N/C Fee: $25.00
12/16/2009 09:14:47 AM
Receipt #: 163232
Requestor:
FIRST AMERICAN TITLE HOWARD
Recorded By: MSH Pgs: 119
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN NOS: 139-33-511-002
139-33-511-008
139-33-511-009
139-33-511-010
139-33-610-025
139-33-610-026
139-33-610-027
139-34-110-005
139-34-110-007
139-34-110-008
139-34-110-009
139-34-211-001
139-34-211-002

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Office of Business Development

(Space Above Line For Recorder's Use)

COMMUNITY CHARTER

FOR

SYMPHONY PARK

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COMMUNITY CHARTER
FOR
SYMPHONY PARK

PREAMBLE

"**Symphony Park**" is a mixed-use planned community located in the City of Las Vegas Nevada, a political subdivision of the State of Nevada ("**City**"), Clark County ("**County**"), Nevada. This Community Charter for Symphony Park ("**Charter**") establishes a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, and maintenance of Symphony Park. Newland Communities, LLC, a Delaware limited liability company, is the development manager of Symphony Park and along with its successors and assigns is referred to as the "**Founder.**"

The plan for development of Symphony Park is described in that certain **master plan** approved by the City, as may be supplemented and amended from time to time (the "**Master Plan**"). The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, and parking uses. This Charter is intended to establish a process for achieving the goals set out in the Master Plan and establishes relationships and obligations between and among owners, uses, and the various parcels within Symphony Park.

The Symphony Park Master Association, Inc. (the "**Association**"), a Nevada nonprofit corporation, shall own, operate, and/or maintain various common areas and community improvements within Symphony Park and is empowered to administer and enforce this Charter and the other Governing Documents referenced in this Charter. All owners of parcels which are made subject to this Charter shall be members of the Association.

The Master Plan encompasses all of the property described in the site plan contained in Exhibit "A" to this Charter. All of the property shown on Exhibit "A" of the Master Plan is subject to this Charter except for Parcel A-1 (Lou Ruvo Brain Institute) which shall not be subject to this Charter and which is excluded from the legal description of the initial property contained in Exhibit "A". In addition, property may be submitted to this Charter that is not shown on the Master Plan and as permitted herein.

DECLARATION OF COVENANT

The Founder, City Parkway V, Inc., a Nevada non-profit corporation (the "**Project Owner**"), City Parkway IVA, Inc., a Nevada non-profit corporation, Office District Parking I, Inc., a Nevada non-profit company, and the City by collectively executing and recording this Charter, declare that the property described in Exhibit "A" and any additional property made subject to this Charter in the future by amendment or supplement, shall constitute "**Symphony Park**" or the "**Community**," as referred to in this Charter. This Charter shall run with the title to all such property, shall govern the development and use of such property, and shall be binding upon the Project Owner; the Founder; the owners of any portion of such property; any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property; and their respective heirs, successors, successors-in-title, and assigns. This Charter shall also be binding upon the Symphony Park Master Association, Inc., its successors and assigns.

Symphony Park is a "planned community" as defined in the Nevada Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001, *et seq.* (as may be amended from time to time, the "**Act**") and is subject to the provisions of the Act in addition to the provisions of this Charter. The Association is a "master association" as defined in the Act.

Symphony Park is a private planned community and not intended for general public use or as a public forum. This Charter and the other Governing Documents do not create any rights for public use in Symphony Park in the Parcels, Common Areas, the Park or any other areas not expressly publicly dedicated, including, without limitation, plazas, sidewalks, parks, landscaping areas, and promenades. All Parcels, Common Areas, and other areas not expressly dedicated for public use are for the exclusive use of residents and users of Symphony Park.

PART ONE: INTRODUCTION TO THE COMMUNITY

Chapter 1
Governing Documents

Symphony Park shall be guided and governed by certain governing documents, which bind the community together, give it structure, and provide guidance to all who participate in its growth and evolution.

1.1. Scope and Applicability

Symphony Park is administered through various documents that have a legal and binding effect on all owners and occupants of property that is subject to this Charter, as well as on anyone else that now or in the future has an interest in any portion of the property comprising the Community. Such documents, referred to in this Charter as the "**Governing Documents**," include the documents described in Table 1.1, each as may be amended. All Parcel Owners (as de-

GOVERNING DOCUMENTS	
Charter: (recorded)	this Charter for Symphony Park, which creates obligations that are binding upon the Association and all present and future owners of property in Symphony Park
Supplement: (recorded)	a recorded Supplement to this Charter, which may submit a portion of the Additional Property (as defined in Section 2.1) to this Charter, create easements over the property described in the Supplement, impose additional obligations or restrictions on such property, designate service areas as described in Chapter 3, create exceptions to this Charter, or any of the foregoing
Articles of Incorporation: (filed with the Nevada Secretary of State)	the Articles of Incorporation of the Symphony Park Master Association, Inc., which establishes the Association as a not-for-profit corporation under Nevada law, as amended and/or restated from time to time.
By-Laws: (attached and recorded with this Charter as Exhibit "E")	the By-Laws of the Symphony Park Master Association, Inc., adopted by its Board of Directors, which govern the Association's internal affairs, such as voting, elections, meetings, etc., as amended or restated from time to time. A copy of the By-Laws is attached as Exhibit "E."
Design Standards: (Adopted by City Ordinance)	The Union Park Design Standards dated November 11, 2006 and adopted by City of Las Vegas Ordinance No. 5875, as amended by Ordinance No. 5974 adopted by the City of Las Vegas on March 5, 2008, as such may be amended from time to time.
Rules: (initial set attached and recorded within this Charter as Exhibit "C")	the rules of the Association adopted pursuant to Chapter 7, which regulate use of property, activities, and conduct within Symphony Park
Board Resolutions: (Board adopts)	the resolutions which the Board adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of property which the Association owns, maintains, or controls.

Table 1.1 Governing Documents

fined in Section 2.4), as well as their tenants and invitees, are required to comply with the Governing Documents.

1.2. Additional Covenants

The owner of any property within Symphony Park may impose additional covenants on its property with the Founder's approval as required pursuant to Section 19.7 which approval shall not be unreasonably withheld. In such case, as between this Charter and any such additional covenants, the more restrictive provisions control. If given such authority in the instrument setting forth such covenants, the Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

1.3. Conflicts

If there are conflicts between any of the Governing Documents and Nevada law, Nevada law shall control. If there are conflicts between or among any of the Governing Documents, then the Charter, the Articles, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Community (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents shall control.

The Governing Documents use italicized summaries at the beginning of each Chapter. In addition, diagrams and tables are used to illustrate concepts and assist the reader. **If there is a conflict between any italicized summary, diagram, or table and the text of the Governing Documents, the text shall control.**

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

1.4. Definitions

The defined terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms follows the Table of Contents. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

1.5. Interpretation of Certain References

Consent or Approval. All references in the Governing Documents to "**consent**" or "**approval**" shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Governing Documents to "**discretion**" or to the right to "**determine**" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, anyone authorized in the Governing Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Person. References in the Governing Documents to a "**Person**" or "**Persons**" shall mean an individual, a corporation, a partnership, a limited liability company, government entity, or any other legal entity.

Recording. All references in the Governing Documents to a "**recorded**" legal instrument, or to "**recordation**" or the "**recording**" of a legal instrument, shall mean an instrument filed or the filing of a legal instrument in the official land records of the County or such other place designated as the official location for filing docu-

ments affecting title to real estate in the County in order to make them a matter of public record.

Community-Wide Standard. Where the Governing Documents require compliance with the "**Community-Wide Standard**," the standard to be applied is the higher of: (a) the standard of use and operations, conduct, maintenance, and appearance generally prevailing in the Community, or (b) the minimum standards described in this Charter, Design Standards, the Rules, and Board resolutions. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board. The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as Symphony Park matures.

Maintenance. All references in this Charter to "**maintenance**" shall refer to maintenance, repair, and, except as otherwise specifically conditioned in this Charter, replacement.

Notice. All references in this Charter to "**notice**" or "**notify**" or any derivative of such terms shall be deemed to refer to written notice by personal delivery, United States mail, private carrier, or, with written confirmation of transmission, by facsimile or electronic mail.

Notices shall be deemed to have been duly given and effective:

(a) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(b) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(c) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

Chapter 2
Community Administration

The Project Owner, Founder, the Association, and the Parcel Owners all have a role in the functioning of Symphony Park and in helping to fulfill the vision and goals for the Community. This chapter identifies those parties and describes their roles in administering Symphony Park.

2.1. The Founder

The Founder, is the development manager of Symphony Park. The Governing Documents set forth the founding principles that will guide the development and operation of the Community.

Various rights are reserved to the Founder in the Governing Documents with respect to development and administration of Symphony Park, including the right to submit additional property to this Charter, to appoint a majority of the members of the Association's board of directors ("**Board**"), and those rights set forth in Chapters 18 and 19 (collectively, "**Founder Rights**"). The Founder may exercise such rights during the "**Development and Sale Period**". Unless the Governing Documents provide otherwise, the Founder's Rights shall terminate at the end of the Development and Sale Period.

The Development and Sale Period is the period of time during which the Project Owner owns real property in Symphony Park for development and sale or has an unexpired option to expand the Community pursuant to Chapter 18. Notwithstanding the above, the Founder, in a recorded instrument, may terminate any or all of the Founder Rights prior to the termination of the Development and Sale Period.

During the "**Founder Control Period**," the Founder is entitled to appoint a majority of the members of the Association's board of directors ("**Board**"). The Founder Control Period begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

(a) sixty (60) days after the conveyance of seventy- five percent (75%) of the maximum number of Parcels that may be created as a part of Symphony Park (as identified in Section 3.1) to Persons other than the Project Owner or Parcel Developers holding title for purposes of construction and resale;

(b) five (5) years after all "declarants" (as defined in the Act), including the Project Owner, the Founder, and Parcel Developers have ceased to offer Parcels or undivided Sub-Units (as defined in Section 3.1) for sale in the ordinary course of business;

(c) five (5) years after any right to add new Parcels to this Charter was last exercised; or

(d) when the Founder declares in a recorded instrument.

For purposes of determining when the Founder Control Period terminates, a Parcel for which a Parcel Association (as defined in Section 2.4) is created shall be deemed conveyed at such time as the board of directors for such Parcel Association is elected by the owners of individual condominium units within such Parcel, as opposed to the Parcel Developer (as defined in Section 2.5).

The Founder's rights and status under the Governing Documents may be assigned to any person who takes title to any portion of Symphony Park or any property described on Exhibit "B" attached hereto (the "**Additional Property**"). Such assignment shall be made only in a recorded instrument signed by the Founder, the Project Owner, and the assignee. In addition, the Founder has been appointed by the Project Owner and the Project Owner has the power and

authority to remove the Founder and appoint a replacement Founder.

2.2. The Association

The Association is the entity primarily responsible for managing and administering Symphony Park in accordance with the Governing Documents. The Association may exercise all rights and powers which the Governing Documents and Nevada law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

2.3. The Board

On most matters, the Association acts through the Board and the Board may exercise the Association's rights and powers without a vote of the membership. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of Association members.

In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances), and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards of conduct set forth in the By-Laws.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, as defined in Section 3.1, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

2.4. The Parcel Owners

Each Person that holds record title to a Parcel is referred to in the Governing Documents as a "**Parcel Owner.**" However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered a "Parcel Owner." If a Parcel has more than one (1) Parcel Owner, each co-Owner is jointly and severally obligated to perform the responsibilities of the Parcel Owner under the Governing Documents.

Every Parcel Owner has a responsibility to comply with the Governing Documents and uphold the community standards described in this Charter.

One (1) or more Parcels within Symphony Park may include Sub-Units (defined in Section 3.1) for which a separate condominium or other owners association must be formed to administer additional covenants applicable to that particular development. Any such condominium or other owners association is referred to in this Charter as a "**Parcel Association;**" provided, in the case of a Parcel which is governed by a master condominium or other owners association containing one or more subordinate sub-associations, the master condominium or owners association for the Parcel, and not the sub-association(s), shall be the Parcel Association with respect to such Parcel.

If a Parcel Association is formed for any Parcel, unless otherwise provided in the Governing Documents, the Parcel Association shall act on behalf of the owners of Sub-Units ("**Sub-Unit Owners**") within the Parcel, shall be deemed the Parcel Owner for such Parcel for all purposes under this Charter, and shall be the member of the Association with respect to such Parcel. Sub-Unit Owners shall *not* be Parcel Owners under this Charter and are *not* members of the Association.

2.5. Parcel Developers

Much of the responsibility and credit for helping to create Symphony Park rests with the "**Parcel Developers**" -- those Persons who acquire or ground lease Parcels for operation, development and/or resale in the ordinary course of their business. The Founder may extend any of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Community to all or any of the Parcel Developers, provided, however, that (i) the Project Owner must approve any such extension and (ii) all Parcel Owners are provided with notice of such extension at least thirty (30) days prior to the effective date of such extension.

2.6. Mortgagees

If a Parcel is made subject to a mortgage or other form of security instrument affecting title to a Parcel ("**Mortgage**"), then the holder or beneficiary of that Mortgage ("**Mortgagee**") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Chapter 17.

Chapter 3
Community Structure and Organization

Symphony Park consists of Parcels intended for operation and control by individual Parcel Owners, as well as property that the Association operates and controls and that is intended for common use by all Parcel Owners. Parcels may be assigned to Service Areas to permit the Association to provide special services and benefits to particular Parcels within the Community.

3.1. Property Designations Within the Community

Parcels. A "**Parcel**" is a portion of Symphony Park, whether improved or unimproved, which may be independently owned and conveyed and is intended for development, use, and occupancy in a manner consistent with the Master Plan, but excluding property dedicated to governmental bodies. With respect to any portion of Symphony Park that is governed by a Parcel Association, the term Parcel shall refer collectively to all Sub-Units and any common area or common elements subject to such Parcel Association and not to individual condominium or other independently conveyable units ("**Sub-Units**") within the Parcel. The term Parcel shall refer to the land or air space that is part of the Parcel as well as any improvements thereon.

Up to seventeen (17) Parcels and up to ten thousand (10,000) Sub-Units (collectively, "**Maximum Parcels**") may be created within Symphony Park; provided, there shall be no obligation to create or otherwise develop such maximum number of Parcels.

The vertical boundaries of each Parcel shall be the planes formed by the boundaries shown on a recorded Plat or as may otherwise be described in a declaration of condominium or other covenants with respect to such Parcel. The Parcels shall have no horizontal boundaries unless otherwise specified in a recorded declaration of condominium or other covenants relating to such Parcel.

Each Parcel shall be identified by a unique number and/or letter on the recorded Plat depicting such Parcel.

Common Area. Any property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Parcel is referred to as "**Common Area.**" The Common Area also includes any property that the Association holds under a lease, license, and/or easement in favor of or held by the Association.

Limited Common Area. Any portion of the Common Area may be designated as "**Limited Common Area**" and assigned for the exclusive use or primary benefit of less than all Parcels or Parcels in specified portions of the Community. Limited Common Areas might include such things as entry features, parking facilities, and green space, among other things.

Area of Common Responsibility. All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "**Area of Common Responsibility,**" regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include portions of Parcels and property dedicated to the public, such as public rights-of-way. The initial Area of Common Responsibility is described in Chapter 11.

3.2. Service Areas

Parcels may also be part of one (1) or more "**Service Areas**" in which particular Parcels

share Limited Common Areas or receive special benefits or services from the Association that the Association does not provide to all Parcels within the Community. For example, and without limitation, the Association may provide maintenance services to similarly situated Parcels which are not provided to other Parcels. Any decision to provide such services shall be on a consistent and fair basis among the Parcels. A Parcel may be assigned to more than one (1) Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Parcels that are not contiguous.

The Founder may initially designate Service Areas (by name or other identifying designation) and assign Parcels to a particular Service Area in a Supplement. During the Development and Sale Period, the Founder may unilaterally amend a Supplement to change Service Area boundaries, subject to (a) existing service contracts between the Association and service vendors and (b) written approval (which approval shall not be unreasonably withheld) of all Parcel Owners actually affected by the change in Service Areas.

In addition, the Board may, by resolution, designate Service Areas and assign Parcels to them upon approval of the Parcel Owners affected by the proposed designation pursuant to Section 12.2. Any such Service Area designated by the Board shall be documented in a Supplement pursuant to Section 12.2.

The Owners of Parcels within each Service Area may elect a "**Service Area Committee**" in accordance with the By-Laws to represent and act on behalf of such Parcel Owners with respect to the services and benefits that the Association provides to the Service Area; provided, for so long as the Founder, any Founder Affiliate, or the Project Owner is the Owner of a Parcel within a Service Area, the Founder may appoint the members of the Service Area Committee.

Chapter 4
Association Membership and Voting Rights

The Association is the entity through which each Parcel Owner participates in the governance and administration of Symphony Park. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in the Parcel Owners allow the Parcel Owners to participate in administration of the Community and influence major decisions.

4.1. Membership

The Association initially has two (2) classes of membership: the Owner Membership, which is comprised of all Parcel Owners, and the Founder Membership, which consists solely of the Founder.

(a) ***Owner Membership.*** Every Parcel Owner is automatically a "**Member**" of the Association.

There shall be only one (1) membership per Parcel. If more than one (1) Person is the Parcel Owner, all co-Parcel Owners shall share the privileges of such membership. The exercise of membership privileges is subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws.

If a Parcel Owner is a Parcel Association or other corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Parcel Owner designates from time to time in writing to the Association's Secretary.

Notwithstanding the above, all co-Parcel Owners of a Parcel are jointly and severally obligated to perform the responsibilities of a Member as it relates to their respective Parcel.

(b) ***Founder Membership.*** The Founder holds the sole Founder Membership. The Founder Membership shall terminate upon termination of the Founder Control Period, or on such earlier date as the Founder or Project Owner determines and declares in a recorded instrument.

The Founder may, by Supplement, create additional classes of membership comprised of the Parcel Owners of Parcels within any portion of Symphony Park. The Founder shall specify in any such Supplement the rights, privileges, and obligations of the members of any class of membership created by that Supplement. No such additional class of membership may have any voting rights hereunder if such class of membership does not pay assessments hereunder. Notwithstanding the foregoing, the written approval (which approval shall not be unreasonably withheld) of a Parcel Owner shall be required for the creation of additional classes of membership if the creation of such additional classes of membership shall affect in any way the rights, privileges or obligations of such Parcel Owner.

4.2. Voting

Each Parcel shall be allocated the number of votes corresponding to the number of "**Equivalent Units**" assigned to the Parcel in accordance with the formula set forth in Exhibit "D," subject to any limitations on voting set forth in this Charter and the other Governing Documents. No vote shall be exercised for any Parcel exempt from assessment under Section 14.8. Further, during the period of the Founder Membership, the Founder's consent shall be required for actions of the Board, the membership, and committees, as specifically provided in the Governing Documents.

Parcel Owners may exercise voting rights as set forth in the By-Laws. If more than one (1) Person comprises the Parcel Owner, the vote for such Parcel shall be exercised as the co-Parcel Owners holding a majority of the ownership interest in the Parcel determine among themselves. Any co-Parcel Owner may cast the vote for the Parcel and majority agreement shall be conclusively presumed unless another co-Parcel Owner of the Parcel protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Parcel's vote shall be suspended if two (2) or more co-Parcel Owners seek to exercise it independently and inconsistently. Sub-Unit Owners shall not be considered co-Parcel Owners under this Charter.

With respect to any Parcel for which a Parcel Association is created, in all instances the vote for such Parcel shall be exercised by the board of directors of such Parcel Association, as the Parcel Association's directors determine among themselves.

4.3 Parcel Ground Lessees

The term **"Parcel Ground Lessee"** means a Person that is ground leasing a Parcel from a Parcel Owner pursuant to a Parcel Ground Lease. The term **"Parcel Ground Lease"** means a written ground lease of a Parcel whereby a Parcel Owner ground leases its respective Parcel to a Person for a period of no less than ten (10) years. A Parcel Owner shall have the right to designate a Parcel Ground Lessee of such Parcel Owner's Parcel as the Member for such Parcel for purposes of this Chapter 4, including, without, limitation, the power to exercise pursuant to Section 4.1 all voting rights associated with such Parcel. Such designation shall be in writing and shall contain such information as reasonably required by the Board. Such designation may be unilaterally revoked by the designating Parcel Owner by written revocation of such designation provided to the Board.

Chapter 5
Design Standards Compliance

All Parcel Owners are required to uphold minimum design, landscaping, and general appearance standards with respect to their Parcels as required by the Design Standards. This chapter explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on Parcels.

5.1. General

(a) ***Design Standard Ordinance.*** All structures, improvements, landscaping, signage, and other items placed on any portion of a Parcel in a manner or location visible from outside of any structures (collectively, "**Improvements**") are subject to the standards and approval process set forth in the Design Standards. No independent review or approval by the Founder, Project Owner or Association of the design of any Improvements which have been approved pursuant to the Design Standards is required under the Governing Documents.

No approval is necessary to rebuild or restore damaged structures in a manner consistent with the plans and specifications most recently approved for such structures or to do work that does not cause material change to the exterior appearance of the structure. Generally, no approval is required for work done to the interior of any structure; however, interior modifications to a structure that materially change the exterior appearance of the structure do require prior approval.

Any Improvement on a Parcel shall be designed by and built in accordance with the plans and specifications of a licensed architect or engineer.

Review under this chapter is not a substitute for and shall apply in addition to any approvals or reviews required by the City or any other governmental agency or entity having jurisdiction over architectural or construction matters.

5.2. Design Review Compliance

(a) ***Compliance Review.*** No construction of any Improvement subject to the Design Standards may begin on any Parcel until such improvements have been approved pursuant to the Design Standards and copies of all approvals have been provided to the Association. All Improvements subject to the Design Standards will be constructed and maintained in compliance of the Design Standards and the terms and conditions of all approvals issued pursuant to the Design Standards.

Copies of (a) all applications, correspondence, plans, designs, specifications and all other submittals made under the Design Standards, (b) all correspondence and approvals issued pursuant to the Design Standards and (c) the final plans and specifications for the construction of the Improvements shall be provided concurrently to the Founder during the Founder Control Period and thereafter to the Association.

Prior to the commencement of the construction of any Improvements subject to the Design Standards for which final approvals have been provided pursuant to the Design Standards, copies of all permits issued in connection with the construction of the Improvements shall be delivered to the Founder during the Founder Control Period, and thereafter the Association to determine compliance with such final approvals. No construction of Improvements may commence until such time that the Founder or the Associa-

tion has confirmed in writing compliance with such final approvals. The Founder or Association, as the case may be, shall notify the Parcel Owner within fifteen (15) days as to the compliance with such final approvals. In the event the Founder or the Association fails to respond in the required time, approval shall be deemed conclusively to be given.

The Founder or the Association, as the case may be, may designate one or more Persons to act on its behalf in reviewing and determining Design Standards compliance. (the "**Reviewer**").

The Reviewer may establish and charge reasonable fees for its review and determination of Design Standards compliance. Such fees may also include reasonable costs actually incurred in having professionals review any proposed Improvements plans and specifications. The respective Parcel Owner seeking approval shall pay all such fees.

5.3. Limitation of Liability

This chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of Symphony Park; they do not create any duty to any Person. The Founder, Association or the Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Parcel Owners.

The Project Owner, the Founder, Founder Affiliates, the Association, its officers, the Board, any committee, the Reviewer and member of any of the foregoing shall not be liable for and assume no responsibility for (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder or for the accuracy or completion of construction in accordance with such plans; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on, or modifications to, any Parcel; (e) review or approval pursuant to the Design Standards; or (e) any loss or damage relating to the economic viability of any business or enterprise operated on a Parcel. In all matters, the Association shall defend and indemnify the Founder, the Board, the Reviewer, and the members of each, as provided in the By-Laws.

5.4. Certificate of Compliance

Any Parcel Owner may request in writing that the Association issue a certificate of compliance certifying that there are no known violations of this Chapter 5. The Association shall either grant or deny such written request within thirty (30) days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Association from taking enforcement action against a Parcel Owner for any condition known to the Association on the date of such certificate.

If no violations of this Chapter 5 are known to the Association, then the Founder or the Association, as the case may be, shall issue the requested certificate of compliance. If the requested certificate of compliance is denied, the Founder or the Association, as the case may be, shall provide the Parcel Owner with a list of known noncompliance issues. If the Association fails to respond to a Parcel Owner's request for a certificate of compliance within the time period specified above, then the requested certificate of noncompliance shall be deemed issued to the requesting Parcel Owner.

5.5 Final Approved Floor Plans.

No later than thirty (30) days after completion of and issuance of a certificate of completion for

any Improvements, the respective Parcel Owner shall deliver to the Association the final approved architectural floor plans and elevations for the Improvements, copies of all certificates of completion and occupancy issued in connection with the Improvements, any final condominium subdivision maps and any other reasonably requested material to assist the Founder during the Founder Control Period and thereafter the Association in determining the number of Equivalent Units to be assigned to the respective Parcel pursuant to Exhibit "D".

5.6 Temporary Signage

All signage in Symphony Park shall be required to comply with the Rules, including any signage guidelines adopted by the Association and implemented as a Rule.

Chapter 6
Maintenance, Repair, and Replacement

This chapter describes the Parcel Owners' responsibilities for maintenance and repair of their Parcels and for insuring their Parcels against property damage so that funds will be available for repair and restoration as needed.

6.1. Maintenance by Parcel Owners

Each Parcel Owner shall maintain its entire Parcel, including all structures, landscaping, and other Improvements comprising the Parcel, in a safe, clean, neat, and attractive manner, in good condition and repair, free of trash and debris, and consistent with the Governing Documents, the Design Standards and the Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Charter, any Supplement, or by law.

Each Parcel Owner acknowledges that certain areas contained within the Parcel boundaries (*e.g.*, sidewalks and perimeter landscaping) shall be Area of Common Responsibility (as defined in Chapter 11 below) over which the Association shall have primary control and maintenance responsibility under this Charter; provided, any wall, fence, or similar Improvement, and any tables, chairs, or displays of any kind, installed or placed by the Parcel Owner within that portion of the Parcel designated as Area of Common Responsibility shall be the maintenance responsibility of the Parcel Owner, unless otherwise designated by the Association. A Parcel Owner is precluded from altering, improving, or otherwise physically modifying any portion of the Area of Common Responsibility contained on its Parcel, including as described in this paragraph, except to the extent expressly permitted under this Charter and/or with approval under Chapter 5 and the Design Standards.

6.2. Maintenance by the Association

As further described in Section 11.2, the Association shall maintain the Area of Common Responsibility in a manner consistent with the Governing Documents and the Community-Wide Standard.

The Association shall also assume maintenance responsibility for all or part of any Parcel, upon designation of the Parcel or a part of the Parcel as a portion of the Area of Common Responsibility. In addition, upon the Board's determination that the level and quality of maintenance then being provided on a Parcel is not consistent with the Community-Wide Standard, and after notice and an opportunity to cure as provided in Section 8.2, the Association may perform maintenance on a Parcel and assess the costs of providing such maintenance against the Parcel Owner. The Association shall treat all similarly situated Parcels with reasonable uniformity.

6.3. Maintenance and Repair of Party Walls and Similar Structures

Except as may otherwise be provided by law, a written agreement between Parcel Owners of adjacent Parcels irrespective of streets, or a Supplement shall be entered into by such Parcel Owners providing the following:

(a) Any portion of any Improvement built to serve and/or separate any two adjoining Parcels shall be considered a party structure. The Parcel Owners whose Parcels are served by the party structure jointly and severally shall share the responsibility for repair and maintenance of a party structure.

(b) If a party structure is destroyed or damaged by fire or other casualty, the Parcel Owner of any Parcel which is served by the structure may restore it at its expense.

(c) To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure.

The terms of any written agreement between Parcel Owners of adjacent Parcels, or the terms of any Supplement applicable to such Parcels, shall control over this section in the event of a conflict.

6.4. Responsibility for Repair and Reconstruction

(a) ***Scope of Maintenance Responsibility.*** Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair, replacement, and reconstruction as necessary to maintain the property to a level consistent with the Community-Wide Standard.

(b) ***Obligation to Repair and Reconstruct.*** The development and uses of the various Parcels within Symphony Park are interdependent to a significant degree. As such, each Parcel Owner covenants and agrees that, within ninety (90) days after any damage to or destruction of an Improvement on a Parcel, the Parcel Owner shall commence repair or reconstruction in a manner consistent with the original plans and specifications for such Improvement and, thereafter, shall diligently pursue repair or construction of the structure to completion. If (i) insurance proceeds, estimates of the loss, or both are not available within such ninety (90) day period or (ii) any other matter beyond the reasonable control of the Parcel Owner occurs which prevents the commencement or repair within such ninety (90) day period, then the ninety (90) day period shall be extended for a reasonable period of time in order that such funds or information is available or such matter no longer prevents commencement of construction or repair. Upon written request of the Parcel Owner within sixty (60) days after such damage or destruction occurs, the Board may, in its discretion, extend the period within which construction must commence and/or permit reconstruction in accordance with alternative plans and specifications approved in accordance with Chapter 5. The Parcel Owner shall pay any costs that insurance proceeds do not cover.

(c) ***Enforcement Rights.*** Subject to Section 6.4(b), in the event a Parcel Owner fails or refuses to repair or reconstruct an Improvement on its Parcel in accordance with this section, the Association, after notice and an opportunity to cure as provided in Section 8.2, shall be authorized to (i) enter the Parcel and demolish the damaged or destroyed structure or other Improvement; (ii) remove all debris associated with such demolition; and (iii) sod, pave, or otherwise landscape the area in a manner consistent with the Community-Wide Standard. The Association's costs incurred in connection with its actions under this sub-section shall be assessed against the Parcel and the Parcel Owner as a Specific Assessment under Section 14.4.

(d) ***Equivalent Units.*** In the event of damage to or destruction of an Improvement on a Parcel, the Parcel shall continue to be assigned the number of Equivalent Units for assessment and voting purposes as were assigned to the Parcel immediately prior to such damage or destruction.

(e) ***Community-Wide Standard.*** Notwithstanding the obligation to repair and reconstruct Improvements on a Parcel, the Parcel Owner shall be responsible at all times for maintaining the Parcel in a manner consistent with the Community-Wide Standard.

Chapter 7
Use and Conduct

This chapter sets forth basic standards regarding use, occupancy, and transfer of interests in Parcels. In addition, it provides a procedure by which the Board and the membership can adopt and change rules regulating use, conduct, and activities within Symphony Park to address changes over time.

7.1. Use, Occupancy, and Transfer of Interests in Parcels

(a) ***Leasing.*** For purposes of this Charter, the terms "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a Parcel or any portion of a Parcel by any Person other than the Parcel Owner, for which the Parcel Owner receives any consideration or benefit.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Parcel are bound by, and obligated to comply with, the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

The Parcel Owner is responsible for providing the tenant copies of the Governing Documents.

(b) ***Transfer of Title.*** Any Parcel Owner desiring to sell or otherwise transfer title to its Parcel shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require within ten (10) days of such transfer. In addition, a Parcel Association shall provide the Board such notice with respect to the transfer of title to a Sub-Unit. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Parcel Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

(c) ***Subdivision and Combination of Parcels.*** No Person other than the Project Owner shall subdivide (except in connection with the creation of Sub-Units) or change the boundary lines of any Parcel without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Parcel(s). In addition, the Founder's consent is required for any such action during the Development and Sale Period.

(d) ***Prohibited Uses.*** In addition to uses that are restricted by zoning or the Master Plan, the following uses are prohibited within Symphony Park:

(i) trailer courts, mobile home parks, recreation vehicle campgrounds, and facilities for the sales or service of mobile homes or trailers;

(ii) junkyards, scrap metal yards, automobile used parts sales facilities, motor vehicles sales operations or dealerships (with the exception of high end auto sales that are ancillary to the principal use of a Parcel and are operated completely within a building and do not involve any motor vehicle servicing or repair of any sort), motor vehicle dismantling operations, auto repair and auto painting operations, car washes (with the exception of hand car washing operations conducted within off-street parking garages solely for residents, office users or hotel guests within Symphony Park), and sanitary landfills;

(iii) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the prem-

ises from authorized uses in a clean and sanitary manner;

(iv) the following uses shall be permitted only if operated fully within buildings and are not visible from the street: consignment shops , pawn shops, thrift stores, fleas markets, salvage businesses, or discount stores whose merchandise consists primarily of used goods or merchandise, excess inventory, discontinued items, and/or goods acquired through liquidation of other businesses or fire or bankruptcy sales; provided, (a) periodic Association sponsored or sanctioned events or activities on the Common Area (such as, without limitation, craft fairs, arts festivals, or farmers markets) shall be permitted, (b) wine consignment shops will be permitted within street level retail establishments and (c) sale of jewelry and precious gems on consignment will be permitted within street level retail establishments if done in connection with an overall retail or wholesale jewelry sale operation;

(v) truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use which is not prohibited);

(vi) any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude the following which are permitted (a) tanning, massage, or other services offered by fully clothed, trained personnel as part of a hotel, a legitimate fitness, health, or tanning facility, a day spa operation that also offers beauty, body care, skin care, or similar services; (b) partially dressed male or female employees of a bar or nightclub otherwise permitted under this Charter and (c) adult themed shows, including shows with full or partial nudity, within casino resorts operating pursuant to a non-restricted gaming license;

(vii) "adult entertainment uses," which shall include, for the purposes of this Charter, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (A) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the following which are permitted (i) the sale or rental of movies, films, or videos for in-room viewing within a hotel or (ii) adult themed shows, including shows with full or partial nudity, within casino resorts operating pursuant to a non-restricted gaming license); or (B) sexually explicit games, toys, devices, or similar merchandise;

(viii) tattoo parlors, body piercing shops, and so-called "head shops" (*i.e.*, shops offering or promoting illegal drug paraphernalia or items intended for or commonly associated with the use of illegal drugs);

(ix) motor and freight terminals mini-warehouses, and warehouse/distribution centers;

(x) except within the area of Symphony Park designated as a foreign trade zone and only in connection with jewelry and precious gems, any facility for the dying and finishing of textiles, the production of fabricated metal products, or the storage and refining of petroleum (except as may be incidental to a use which is not prohibited);

(xi) dry cleaning plants; provided, facilities for drop-off or pick-up of items dry cleaned outside of Symphony Park are permitted;

(xii) engine and motor repair facilities (except in connection with any permitted automobile service station);

(xiii) heavy machinery sales and storage facilities;

(xiv) Money lending services except (i) as part of recognized banking institution, invest-

ment or brokerage institution or (ii) if operated fully within buildings and are not visible from the street; provided that the extension of credit by hotels or other permitted operations to their customers is not prohibited hereunder; and

(xv) any other use which would cause or threaten the cancellation of any insurance maintained by the Association, or which would measurably increase insurance rates for any insurance maintained by the Association or Parcel Owners above the rates that would apply in the absence of such use, except such uses as are specifically authorized under the Master Plan.

The Governing Documents do not prohibit the planned uses of (i) the World Jewelry Center or (ii) Palmer City-Core Symphony Park Hotel, LLC, and such planned uses are in conformance with this Section 7.1. In no event shall the Founder have the authority to prohibit the planned uses of the World Jewelry Center or Palmer City-Core Symphony Park Hotel, LLC,; provided that such uses shall comply with and be subject to the Governing Documents, including the prohibition of the uses set forth in Section 7.1(d).

(e) ***Retail Uses Allocation.*** It is the intent of the Master Plan that retail uses within Symphony Park be allocated among the various Parcels in order to attempt to achieve a mix of retail uses among the various Parcels and to attempt to allocate appropriate retail uses to the intended use of the Parcels.

Attached hereto as Exhibit "G" is a plan for the allocation of retail uses within the various Parcels (the **"Retail Uses Allocation Schedule"**). As shown in the Retail Uses Allocation Schedule, certain retail uses are prohibited within certain specified Parcels. As indicated on the Retail Uses Allocation Schedule, such specified prohibited uses are prohibited within the specific Parcels as specified on the Retail Uses Allocation Schedule.

The Founder during the Development and Sale Period and the Association thereafter shall have the authority to grant variances from the Retail Uses Allocation Schedule at their sole and unfettered discretion; provided, however, that the Founder or the Association shall under no circumstances be obligated to grant any variance. No variance shall (a) be effective unless in writing; (b) be contrary to this Charter or the Design Standards; or (c) prevent a denial of any other request for a variance from the Retail Use Allocation Schedule (including requests for variances for uses for which a variance was previously granted). A variance requires the Founder's consent during the Founder Control Period and thereafter requires the Association's written consent.

7.2. Rulemaking Authority and Procedures

The Governing Documents establish a framework of covenants and conditions that govern Symphony Park. The initial Rules attached as Exhibit "C" are a part of that framework. The Board and the Parcel Owners are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 7.3.

(a) ***Board Authority.*** Subject to the notice requirements in subsection (c) and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting.

(b) ***Membership Authority.*** Subject to the notice requirements in subsection (c), the Parcel Owners representing a majority of the votes in the Association may also adopt new Rules and modify or rescind existing Rules at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted.

(c) ***Notice.*** The Board shall send written notice to all Parcel Owners concerning any proposed Rule change, along with a copy of such proposed rule change, at least five (5) business days prior to the meeting of the Board or the Parcel Owners at which such action is to be considered. At any such meeting, Parcel Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Areas and regulation of traffic and parking, notwithstanding that such policies may be published as part of the Rules.

(d) ***Effective Date.*** A Rules change adopted under this section shall take effect thirty (30) days after the date on which written notice of the Rules change is given to the Parcel Owners. During the Development and Sale Period, the adoption or change of any Rule shall be subject to the Founder's approval.

(e) ***Conflicts.*** No action taken under this section shall have the effect of modifying or repealing any provision of this Charter other than the Rules. In the event of a conflict between the Rules and any provision of this Charter (exclusive of the Rules), the Charter shall control.

7.3. Protection of Parcel Owners and Others

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions:

(a) ***Similar Treatment.*** Similarly situated Parcels shall be treated similarly; however, the Rules may vary by location, use, or other distinct characteristics of areas within Symphony Park.

(b) ***Activities Within Parcels.*** No Rule shall interfere with any permitted use of a Parcel, except that the Association may prohibit activities which are inconsistent with the Master Plan, that create monetary costs for the Association or other Parcel Owners, that create a danger to anyone's health or safety, that create unsightly conditions visible from outside of a structure, or that are an unreasonable source of annoyance. In addition, Section 7.1 prohibits or restricts certain uses within a Parcel.

(c) ***Allocation of Burdens and Benefits.*** No Rule shall alter the allocation of financial burdens among the various Parcels or rights to use the Common Area to the detriment of any Parcel Owner over that Parcel Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available (provided that such change does not adversely affect a Parcel Owner over that Parcel Owner's objection given in writing), from adopting generally applicable rules for use of Common Area(provided that such change does not adversely affect a Parcel Owner over that Parcel Owner's objection given in writing), or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Chapter 14.

(d) ***Leasing and Transfer of Parcels.*** No Rule shall prohibit leasing or transfer of any Parcel or require approval prior to leasing or transferring a Parcel.

(e) ***United States Flag.*** No Rule shall prohibit or restrict any Person from display of the flag of the United States in a manner required to be permitted under the Act.

(f) ***Abridging Existing Rights.*** No Rule shall unreasonably interfere with the permitted use or operation of a Parcel in full compliance with this Charter and the Rules in effect immediately prior to the enactment of such Rule. In addition, no Rule shall require that a Parcel Owner dispose of personal property kept in or on a Par-

cel in compliance with the Rules in effect at the time such personal property was brought onto the Parcel.

(g) ***Reasonable Rights to Develop.*** No Rule may unreasonably interfere with the Founder's or any Parcel Owner's ability to develop, market, and sell property described in the Master Plan.

(h) ***Interference with Easements.*** No Rule may unreasonably interfere with the exercise of any easement.

(i) Non-public Nature of Areas of Common Responsibility. All Areas of Common Responsibility, including Common Area, the Park and the Perimeter Areas (including the sidewalks located in the Perimeter Areas) are (i) privately owned and (ii) intended for the sole use of the Parcel Owners, the Association and their tenants, guests and invitees. The Areas of Common Responsibility are not open to public use and are not public forums. The Association, and the Parcel Owners have the right to exclude and remove any persons not permitted to be on the Areas of Common Responsibility (provided that Parcel Owners shall have such right only in connection with their respective Parcels).

7.4. Parcel Owners' Acknowledgment and Notice to Purchasers

By accepting a deed or by assuming the role of a Parcel Association, as applicable, each Parcel Owner acknowledges and agrees that the use, enjoyment, and marketability of its Parcel is limited and affected by the Rules, which may change from time to time, subject to the limitations and protections provided in this chapter. All Parcel purchasers are hereby notified that the Association may have adopted changes to the Rules and that such changes may not be set forth in a recorded document.

A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

7.5. Construction Activities on Parcels

The development and construction of Improvements within any Parcel shall not unreasonably interfere with the use, operation, or enjoyment of other portions of Symphony Park. In addition, construction staging areas on the Parcels shall be adequately screened at all times. The Founder or the Board may impose more specific regulations governing development and construction activities, including, without limitation, the screening of construction staging areas and site management plans; provided, however that any such specific regulations shall not unreasonably interfere with any Parcel Owner's ability to construct improvements on its respective Parcel.

Chapter 8
Compliance and Enforcement

The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Parcel Owners and operators within Symphony Park. This chapter sets forth the obligation to comply and the remedies available to the Association for noncompliance.

8.1. Compliance

Parcel Owners must comply with the Governing Documents and shall be subject to sanctions for violations as described in this chapter. In addition, each Parcel Owner shall be jointly and severally responsible with the tenants of its Parcel for, and may be sanctioned for, any violation of the Governing Documents by such Persons, and for any damage to the Area of Common Responsibility that such Persons may cause.

8.2. Remedies for Non-Compliance

The Association, the Founder, and every affected Parcel Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents. Such rights shall be enforced on a consistent basis.

(a) ***Sanctions Requiring Prior Notice and Hearing.*** Except in the event of an emergency in which event no notice is required, after written notice to the violator and the Parcel Owner, if different, and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, consistent with those permitted under the Act, which shall constitute a lien upon the violator's Parcel.

In the event that any tenant, occupant, guest, or invitee of a Parcel violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator. The Parcel Owner shall remain jointly and severally obligated with such violation to pay the fine; provided that if the Parcel Owner is diligently and in good faith taking judicial action to evict such tenant, occupant, guest, or invitee who is violating the Governing Documents, then the Parcel Owner shall not be required to pay the fine during the time a judicial action is pending for eviction, provided further that if such judicial action is not successful in evicting or otherwise ceasing such violation, then the Parcel Owner shall be required to pay the fine;

(ii) suspend a Parcel Owner's right to vote (except that no hearing is required if the Parcel Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed to the Association);

(iii) suspend services the Association provides to a Parcel (except that no hearing is required if the Parcel Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed to the Association);

(iv) require a Parcel Owner, at the Parcel Owner's expense, to perform maintenance or to remove any structure or other Improvement on such Parcel Owner's Parcel in violation of the Governing Documents and to restore the Parcel to its previous condition. The Board's agent or representative may enter the property and exercise self-help to remove or cure a violating condition if a Parcel Owner fails to take action as required;

(v) exercise self-help or take action to abate any violation of the Governing Documents occurring on a Parcel in a non-emergency situa-

tion (including removing personal property that violates the Governing Documents);

(vi) levy Specific Assessments to cover costs incurred by the Association to bring a Parcel into compliance with the Governing Documents; and

(vii) record a notice of violation with respect to any Parcel on which a violation exists.

(b) ***Other Sanctions.*** The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Parcel in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property;

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or

(iii) bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

(c) ***Founder's Right to Impose Sanctions.*** In the event that the Association fails or refuses to take action or impose sanctions under this Article after notice from the Founder of a violation of the Governing Documents, the Founder, only during the Development and Sale Period, or the Project Owner shall have the right to levy monetary fines on behalf of the Association after notice and hearing in the same manner as the Association under Section 8.2(a). In addition, the Founder may exercise self-help or take action to abate a violation or bring suit at law or in equity in the same manner as the Association under Section 8.2(b).

8.3. Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) a technical violation is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other provision.

8.4. Attorneys Fees and Costs

In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

Chapter 9
Promotion of Symphony Park

This chapter provides for the Association's right to participate in promoting Symphony Park.

9.1. Authority

The Association may establish and implement programs and activities designed to promote Symphony Park, including activities designed to project a positive image, and increase awareness and support of Symphony Park. The Association's promotional activities may include, but are not limited to, market research, public relations, and advertising services. It may engage in joint enterprises with other Persons or groups to accomplish its promotional goals. It also may provide various services which the Board deems appropriate, such as programs designed to create employment opportunities within Symphony Park.

Each of the Association's annual operating budget shall contain a maximum amount (as determined by the Board in its reasonable discretion) which can be expended annually on such promotional activities. The promotional programs and activities will be for the promotion of Symphony Park, provided, however, that the Association may promote single events or components within Symphony Park, so long as the Board deems the promotion of single events or components to be reasonably related to the promotion of Symphony Park as a whole.

The Association's activities may be on-site, off-site, within, and outside of the State of Nevada and may be conducted in cooperation with Persons who are not affiliated with Symphony Park.

The Association's costs incurred in the promotion of Symphony Park under this chapter shall be a Common Expense assessed against all Parcels as a part of the Base Assessment under Chapter 14.

9.2. Advisory Committee

The Board may appoint an advisory committee to assist the Association in developing and implementing promotional activities and programs for Symphony Park. If appointed, an advisory committee shall consist of not less than three nor more than seven persons, who may, but need not, be Parcel Owners or representatives of Parcel Owners. Such committee may include marketing, advertising, or similar professionals, whose compensation, if any, shall be established by the Board. Parcel Owners and representatives of Parcel Owners shall not be compensated for serving on any such committee. An advisory committee shall conduct itself in accordance with the Board's resolution establishing the committee. During the Development and Sale Period, the Founder shall be an *ex officio* member of any such advisory committee.

Chapter 10
RESERVED

Chapter 11
Property Management

This chapter establishes the Association's obligation to accept ownership or other responsibility for property that the Founder designates as Common Area and to maintain, operate, and insure it for the benefit of Symphony Park.

11.1. Acceptance and Control of Association Property

(a) ***Transfers and Conveyances by the Founder.*** The Project Owner, the Founder, Founder Affiliates, or their respective designees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Community, and the Association may accept such transfers and conveyances (provided, however, that in all events the Association shall accept transfer of the Park). Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. The master plan for Symphony Park includes the Park for the benefit of all users of Symphony Park and the Park shall be part of the Common Area and part of the Area of Common Responsibility.

Upon the Founder's written request, the Association shall reconvey to the Project Owner or other third parties designated by the Founder any real property originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

(b) ***Management and Control.*** The Association is responsible for management, operation, and control of the Common Area. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Association may permit use of Common Area facilities by persons other than Parcel Owners and occupants of Parcels and may charge use fees in such amount as the Board may establish for such use.

11.2. Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes without limitation:

(a) the Common Area, including the Park;

(b) the area on each Parcel shown on Exhibit "F" attached hereto which include perimeter sidewalks, light poles and/or landscaping areas, and special Service Areas, including any utilities exclusively serving such areas (the "**Perimeter Areas**"). The final size and design of any Perimeter Areas may vary from the areas set forth on Exhibit "F" and the Founder shall have the right to permit and accept as Area of Common Responsibility Perimeter Areas that vary from those shown on Exhibit "F";

(c) sidewalks, gathering areas for residents and other permitted users of Symphony Park, and entry features serving Symphony Park, including associated landscaping, lighting, signage, and other improvements, regardless of whether located within the boundaries of a Parcel;

(d) common utilities, if any; and

(e) such portions of any Additional Property as may be dictated by the Founder during the Development and Sale Period, this Charter, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association.

Without limiting the generality of the foregoing, the Association shall assume maintenance responsibilities relating to the Area of Common Responsibility imposed by the City or its governmental or quasi-governmental subdivisions, any state and federal agencies, and similar entities of any kind with respect to the Area of Common Responsibility, and shall indemnify and hold the Founder and the Project Owner harmless with respect to such assumed responsibilities. In addition, the Association shall comply with governmental or quasi-governmental permits, approvals, or regulations concerning the Community.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities or other obligations hereunder.

Notwithstanding anything to the contrary contained in the Governing Documents, each Parcel Owner will be constructing and installing all improvements into the Perimeter Areas as required by the Design Standards (the "Perimeter Improvements"), including sidewalks, street lighting and landscaping. By accepting a deed or by assuming the role of a Parcel Association, each Parcel Owner (a) hereby agrees and warrants for itself and its successors and assigns that all Perimeter Improvements shall be designed and constructed in good and workmanlike manner in full compliance with all governmental requirements and the Design Standards and (b) hereby agrees for itself and its successors and assigns to repair at its sole cost and expense any defects in the design and construction of the Perimeter Improvements. All Perimeter Improvements must be completed prior to any occupancy of any improvements on a Parcel

11.3. Operation of Area of Common Responsibility

In its discretion, the Board may (a) temporarily close streets, sidewalks, or other portions of the Area of Common Responsibility to accommodate street fairs, festivals, or other events within Symphony Park (subject to such notice or approval requirements that the City may require; (b) establish reasonable operating hours for the Common Areas and other portions of the Area of Common Responsibility, which may vary by season; or (c) temporarily close or interrupt operation of the Area of Common Responsibility as it may determine appropriate to perform maintenance or repairs. The Board shall not unreasonably interfere with the operations on a Parcel and shall endeavor to provide advance notice to any affected Parcel Owner in connection with the exercise of any rights hereunder. Notwithstanding the above, the Association may not install or permit the installation of speed bumps on any street within Symphony Park without the prior approval of the City.

11.4. Restoring Damaged Improvements within the Area of Common Responsibility

In the event of damage to or destruction of portions of the Area of Common Responsibility for which the Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Association shall repair or reconstruct, or otherwise require the repair or reconstruction of damaged Area of Common Responsibility improvements unless the Founder, during the Development and Sale Period only and the Association thereafter, and Parcel Owners representing at least eighty percent (80%) of the total votes in the Association, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60) day period, then the period

shall be extended until such funds or information are available.

No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Area of Common Responsibility shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall retain for the benefit of all Parcel Owners, or the Parcel Owners within an affected Service Area, as the Board deems appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Parcel Owners, levy Special Assessments to cover the shortfall.

11.5. Relationships with Other Properties

The Association may enter into contractual arrangements or may be bound by a recorded covenant to provide for sharing of costs between Symphony Park and the owner(s) of adjacent properties for the (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services. During the Founder Control Period, the Association shall enter into such agreements or covenant upon the Founder's request.

Chapter 12
Provision of Services

In addition to its property management role, the Association is a vehicle for providing a variety of services for the benefit of Symphony Park at large and individual Parcels. This chapter describes some of the services the Association may provide and the mechanism by which it may provide varying levels and types of services to different areas of the Community.

12.1. Provision of Services

The Association may arrange for or provide services to Parcel Owners and their Parcels, directly or through "arms-length" contracts with the Founder or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Parcels, or it may offer various services at the option of particular Parcels, or both. By way of example and not limitation, such services might include such things as utilities, fire protection, security, trash collection, landscape maintenance, pest control, telecommunications, cable television and Community Service Systems (as described in Section 12.3).

Any Association contract for services may require individual Parcel Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Parcel Owner or the occupants of a Parcel, may result in termination of services provided to such Parcel. Any such termination shall not relieve the Parcel Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Parcel as a Common Expense or Service Area Expense pursuant to Chapter 14.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

Any Association contract for services shall be of reasonably limited duration.

Notwithstanding anything to the contrary contained in this Section 12.1, any Parcel Owner shall have the right at the Parcel Owners sole discretion to elect not to receive any such services or be part of any such contracts except for Community Service Systems as set forth in Section 12.3 below. In the event of any such election by a Parcel Owner, such Parcel Owner shall have no obligation to pay for such services or to enter into any contracts for such services.

12.2. Provision of Services to Service Areas

(a) ***Service Areas Designated by Founder.*** The Association shall provide services to any Service Area designated by the Founder pursuant to Section 3.2 as required by the terms of any Supplement applicable to the Service Area.

(b) ***Service Areas Designated by Board.*** In addition to Service Areas which the Founder may designate pursuant to Section 3.2, any group of Parcel Owners may petition the Board to designate their Parcels as a Service Area for the purpose of receiving from the Association (i) special benefits or services which are not provided to all Parcels, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Parcel Owners representing a majority of the votes allocated to the Parcels within the proposed Service Area based upon the assignment of Equivalent Units under Exhibit "D".

Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and submit a proposal to the Parcel Owners in the proposed Service Area stating such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Parcel Owners representing at least seventy-five percent (75%) of the total votes allocated to the Parcels within the proposed Service Area, based upon the assignment of Equivalent Units, approve the proposal in writing, the Board shall record a Supplement designating the Parcels as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 14.2(c).

Notwithstanding the above, during the Development and Sale Period, the designation of any Service Area shall require the Founder's consent.

12.3. Community Service Systems

Opportunities for Community Interaction. The Association may make use of computers, the Internet, and expanding technology for the purpose of facilitating community interaction within Symphony Park and to encourage participation in Association activities ("**Community Service Systems**"). For example, the Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, create and maintain a community wireless system, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Parcel Owners and business operators to interact and participate in Association-sponsored activities. Such right shall include, without limitation, the Association's right to select and contract with companies licensed to provide Community Services Systems in the region. The costs of creating and maintaining any such Community Service Systems shall be Common Expenses and no fees shall be directly charged to Parcel Owners.

Notwithstanding the above, there is no guarantee or representation that any particular Community Service Systems will be made available.

To the extent Nevada law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means.

12.4. Community Security

The Association shall have the right at its election to provide or provide for services designed to maintain or enhance a safe and secure environment within Symphony Park. The Association's responsibility in this regard shall be as, and limited, to all of the Common Areas and Areas of Common Responsibility within the entire Community and may include, without limitation, perimeter security services and security for other generally accessible areas within the community. The Association shall not be responsible for providing security services to any individual Parcel or business operations within Symphony Park. As more fully set forth in Section 16.2, each Parcel Owner acknowledges and agrees that the provision of security services by the Association does not guarantee the safety or security of Symphony Park, and each Parcel Owner and occupant of a Parcel, and their respective invitees, is responsible for their own personal safety and the security of their property within Symphony Park.

12.5. Transportation Management

(a) ***Authority.*** The Founder or the Association may establish and implement a system or systems to provide transportation service within Symphony Park, to connect with public transportation systems serving points outside of the Community, and to provide for the sharing or joint use of parking facilities within the Community (collectively, "**Transportation Systems**").

The Founder may assign to the Association such responsibilities and authority as to all or any aspect of the conception and operation of the Transportation Systems as it sees fit. The Association may establish committees, create subsidiary entities (including, but not limited to, entities formed pursuant to Section 501(c)(3) of the Internal Revenue Code), or contract with third parties for the operation and administration of all or any component of the Transportation Systems.

(b) ***Transportation Management Association.*** The Founder or the Association may establish a transportation management association ("**TMA**") for the purpose of administering or overseeing the operation of all or any of the Transportation Systems, including, but not limited to, pursuing funding or transit subsidies for the operation and promotion of the systems, coordinating and promoting use of public or community transportation and transit services, sponsoring and promoting programs and activities designed to reduce or control vehicular traffic within Symphony Park, and performing related activities. The TMA may be a committee or subsidiary of the Association.

The Founder, the Association, the TMA, or their assigns shall be authorized to perform the following functions:

(i) Impose upon any Person conducting a business within Symphony Park the requirement that they cooperate with or participate in transportation studies which assess and determine travel patterns and community needs relating to traffic and parking control;

(ii) Devise, implement, and require participation in any plan for the sharing or joint use of parking facilities, whether on a concurrent basis or on a staggered use basis and in connection with that certain form of Supplement to Community Charter for Symphony Park and Declaration of Shared Parking Covenants, Conditions and Restrictions for Symphony Park;

(iii) Make regulations and impose guidelines governing the use and operation of the Transportation Systems; and

(iv) Perform such other functions as may be necessary or appropriate for the operation, management, or monitoring of the Transportation Systems.

(c) ***Funding of Operation and Maintenance.*** The costs of operating and maintaining the Transportation System shall be a Common Expense to be allocated among all Parcels as part of the Base Assessment in accordance with Chapter 14; provided, the Founder, the Association, the TMA, or their assigns also may charge user fees for the use of any component of the Transportation Systems and seek subsidies or contributions from private or public sources to reduce the costs which must otherwise be paid through the collection of assessments. The Founder, the Association, the TMA, or their assigns shall be authorized to enter into commercially reasonable agreements, as determined in the Board's discretion, with any Person to operate all or any portion of the Transportation Systems on a commercial basis.

(d) ***Obligation to Participate; Enforcement.*** All Parcel Owners shall be obligated to abide by all regulations and guidelines imposed with respect to the Transportation Systems and to contribute to the cost of operating the Transportation System as a Common Expense of the Association.

(e) ***Conveyance of the Transportation System.*** The ownership of any component of the Transportation Systems may change at any time and from time to time by virtue of, without limitation, the sale or assumption of operations to or by any independent persons or entity.

Chapter 13
Insurance

The Association is responsible for insuring against various types of risks, including damage to Common Area properties, personal injury, and liability. This chapter describes the minimum types and amounts of coverage that the Association and Parcel Owners must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.

13.1. Required Coverage

The Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on

(i) the Common Area;

(ii) other portions of the Area of Common Responsibility, to the extent that the Association has responsibility for repair or replacement in the event of a casualty; and

(iii) any Parcel within a Service Area, to the extent mandated by a Supplement or to the extent authorized by a Supplement and deemed appropriate by the Board.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted.

Provided such coverage is economically feasible, Association property insurance shall not generally exclude coverage for loss or damage arising out of an act of terrorism. The limits of Association property insurance policies shall be sufficient to cover the replacement cost of the insured improvements under current building ordinances and codes.

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least $2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. However, if additional coverage and higher limits are available at a reasonable cost such that a reasonably prudent person would obtain such insurance, the Association shall obtain such additional coverages or limits. Such coverage may be provided through a combination of primary and umbrella policies;

(c) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(d) Directors and officers liability coverage in the amount of at least $2,000,000.00, if reasonably available, or, if not reasonably available, the highest amount of coverage available at reasonable cost; and

(e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth ($1/4^{th}$) of the annual Base Assessments on all Parcels plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Clark County area. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this section requires.

13.2. Deductibles

The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 13.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Parcel Owners, their invitees, or lessees, then the Board may assess the full amount of such deductible against such Parcel Owner(s) and their Parcel(s) as a Specific Assessment.

13.3. Policy Requirements

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Parcel Owner.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in Nevada which holds an A.M. Best's rating of A-VII or better, if reasonably available, or, if not, the most nearly equivalent;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, and their Mortgagees, as their interests may appear, except that policies on Limited Common Area may be for the benefit of the Owners of Parcels within the Service Area to which the Limited Common Area is assigned and their Mortgagees;

(c) not be brought into contribution with insurance purchased by Parcel Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement; and

(e) include an agreed amount endorsement, if the policy contains a co-insurance clause.

13.4. Association Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, except that premiums for property insurance benefiting just the Parcels within a particular Service Area shall be a Service Area Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

13.5. Parcel Insurance

(a) ***Required Coverages.*** Each Parcel Owner, at its own cost and expense, shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(i) Blanket property insurance for the full replacement cost of all insurable Improvements on its Parcel, less a reasonable deductible, unless the Association carries such insurance (which it may but is not obligated to do). If the Association assumes responsibility for insuring a Parcel, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Parcel and the Parcel Owner;

(ii) Commercial general liability insurance, including contractual liability coverage, with a combined single limit of at least two million dollars ($2,000,000.00) per occurrence,

insuring against claims on account of personal injury, death, or property damage that may arise from or be occasioned by the condition, use, or occupancy of such Parcel Owner's Parcel or the use of any portion of Symphony Park by such Parcel Owner or the tenants of such Parcel Owner's Parcel, and their respective employees, agents, and contractors. Such coverage may be provided through a combination of primary and umbrella policies. Such policy shall name the Association and the Association's members as additional insureds and, during the Founder Control Period, also shall name the Founder and the Project Owner as additional insureds;

(iii) Workers compensation insurance, employers liability insurance, and disability benefits insurance covering all persons employed by the Parcel Owner and any contractors, subcontractors, or other persons performing work on the Parcel, if and to the extent required by law;

(iv) During the construction or reconstruction of Improvements on a Parcel, builder's risk insurance (standard "All Risk" or equivalent coverage), in an amount not less than the cost of construction, written on a completed value basis;

(v) Business interruption insurance, to the extent reasonably available, in an amount sufficient to pay or provide for the payment of assessments and insurance required under this Charter, and the payment of taxes and amounts due under any Mortgage on the Parcel for a period of at least one year following the event or occurrence giving rise to a claim for payment under such policy; and

(vi) such other insurance as may be required by law.

(b) ***Policy requirements.*** Required Parcel or Parcel Owner insurance policies shall be subject to the same requirements as apply to Association insurance policies under Section 13.3, as applicable.

(c) ***Indemnification.*** Each Parcel Owner shall indemnify and hold the Project Owner, the Founder, the Association, and every other Parcel Owner harmless from and against any damages, liabilities, penalties, actions, claims, and expenses (including reasonable attorneys fees and court costs) arising out of (i) the generation, use, presence, handling, storage, disposal, release, or discharge of materials or substances which are considered hazardous, toxic, or otherwise regulated under any federal, state or local law or ordinance ("Hazardous Materials") on such Parcel Owner's Parcel or on other portions of the Community by the Parcel Owner or its agents or employees; or (ii) any violation of the Governing Documents or any applicable law by the Parcel Owner or its agents or employees. This paragraph (c) is not intended to and does not modify, affect or in anyway relate to any agreements between a Parcel Owner and the Project Owner relating to Hazardous Materials in connection with such Parcel Owner's respective Parcel.

Chapter 14
Association Finances

This chapter provides for various types of funding to cover expenses that the Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments which this chapter authorizes the Association to levy against the Parcels and collect from the Parcel Owners and the Sub-Unit Owners. Assessments are secured by a lien on each Parcel.

14.1. Association Expenses

(a) ***Common Expenses.*** Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Parcel Owners, are considered "**Common Expenses.**" Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

The characterization of a particular expense as a "Common Expense" shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may benefit from the expenses incurred or share such expenses pursuant to this Charter, any Supplement, or any other recorded covenant or agreement.

(b) ***Service Area Expenses.*** All expenses that the Association incurs or expects to incur in connection with providing benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses.**" Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate.

14.2. Budgeting for and Allocating Association Expenses

(a) ***Preparation of Budget.*** Prior to the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association expects to incur for the benefit of such Service Area in the coming year.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense of the Service Area for which the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset. So long as the Board exercises business judgment, which may include relying in good faith on the advice of its accountants or other professional advisors, in determining the amount of the reserve fund, if any, the amount shall be considered adequate.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Parcels, and the amount to be gener-

ated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (c).

(b) ***Calculation of Base Assessments.*** Upon determining the total amount of income required to be generated through the levy of "**Base Assessments,**" the Association shall allocate such amount among all Parcels subject to assessment on the effective date of the budget based upon the assignment of Equivalent Units, as described in Exhibit "D." The amount allocated to each Parcel shall then be levied as a Base Assessment.

(c) ***Calculation of Service Area Assessments.*** The total Service Area Expenses budgeted for each Service Area, less any surplus in such Service Area budget from prior years, shall be allocated among all Parcels in the Service Area that are subject to assessment and levied as a "**Service Area Assessment.**" Unless otherwise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be allocated based upon the assignment of Equivalent Units, as described in Exhibit "D," except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Parcel in proportion to the benefit received, as the Board may reasonably determine.

All amounts the Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(d) ***Subsidy Option.*** The Founder or the Project Owner may, but shall not be obligated to, reduce the Base Assessment for the entire Community or any Service Area Assessment for any fiscal year by payment of a subsidy. Any such subsidy may be treated as a contribution, an advance against future assessments due from the Founder or the Project Owner, or a loan, in the Founder's or Project Owner's discretion. If the subsidy is treated as a loan, such amounts shall be subject to repayment by the Association. Any such loan shall accrue interest, compounded monthly, from the date the loan is made until the date of its repayment, at the short term "Applicable Federal Rate," as such rate is published by the Internal Revenue Service, and adjusted each month to reflect such rate for that month. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder or the Project Owner to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Founder or the Project Owner.

(e) ***Notice of Budget and Assessment; Right to Disapprove.*** At least thirty (30) days but not more than sixty (60) days prior to the beginning of the Association's fiscal year, the Board shall send a summary of each applicable budget, together with notice of the amount of the Base Assessment and Service Area Assessment to be levied pursuant to such budget, to the Parcel Owner of each Parcel. The notice shall announce the date set for a meeting of the Parcel Owners to consider such budget. The date of the meeting shall be not less than fourteen (14) or more than thirty (30) days after the date of mailing or other delivery of the summary of the budget.

Beginning with (i) the first fiscal year of the Association after the fiscal year of the Association in which (x) the Park is completed and the Association is paying expenses related to the operation and maintenance of the Park and (y) no less than five Parcels have completed projects on them and are being assessed as completed projects pursuant to Exhibit "D" to this Charter and (ii) each fiscal year of the Association thereafter, the following specific items of expense included in an annual budget may not be increased more than ten percent (10%) of the amounts budgeted for the pre-

vious fiscal year unless approved by a vote, whether or not a quorum is present, or written assent of Parcel Owners representing a majority of the total votes of the Association: (i) direct overhead costs incurred by the Association such as wages and benefits of direct employees and rent, (ii) the fees paid to third party management companies other than reimbursement of costs incurred in connection with the maintenance and repair of the Symphony Park Area of Common Responsibility, (iii) costs of Association marketing, advertising and public relation programs, (iv) costs for special events or other community promotions, (v) legal costs related to the ordinary administration and operation of the Association. The ten percent (10%) increase limitation shall not apply to any other costs and expenses, including, without, limitation, (i) direct or indirect costs incurred in connection with the maintenance and repair of the Symphony Park Area of Common Responsibility, including without limitation, the Common Area, the Park and the Perimeter Areas, (ii) insurance costs, (iii) taxes, (iv) reserves, (v) all legal costs incurred in the enforcement of the provisions of the Governing Documents and all legal costs related to the response, defense and/or prosecution of any claims made against or brought by the Association, (vi) costs of utilities and (vii) costs for uninsured casualty losses or other uninsured losses.

The Common Expense budget shall automatically become effective unless vetoed at the meeting, whether or not a quorum is present, by Parcel Owners representing at least seventy-five percent (75)% of the total votes in the Association.

Each Service Area budget shall automatically become effective unless vetoed at the meeting, whether or not a quorum is present, by Parcel Owners representing at least seventy-five percent (75%) of the total votes assigned to Parcels in the Service Area, except that the right to disapprove a Service Area budget shall apply only to those line items that are attributable to services or benefits requested by the Service Area and shall not apply to any item that the Governing Documents require to be assessed as a Service Area Expense.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect, shall continue in effect until a new budget takes effect in accordance with the above procedures without veto by the members.

The distribution of the budget summary shall include a written notice that the budget is available for review at the Association's offices and that a copy of the budget shall be provided to a Parcel Owner upon request.

(f) ***Budget Revisions.*** The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (e) above.

Notwithstanding the foregoing, this paragraph (f) shall not operate to limit increases in the Base Assessment that are necessary due to any Emergency Situation. "Emergency Situation" means the occurrence of any of the following:

(i) An extraordinary expense required by an order of court;

(ii) An extraordinary expense necessary to repair or maintain the Community or any portion thereof for which the Association is responsible when a threat to personal safety on the Community is discovered; and

(iii) An extraordinary expense necessary to repair or maintain the Community or any portion thereof for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing the budget pursuant to this Section 14.2.

The Board shall have the power to increase the Base Assessment above the amount set forth in the Budget adopted to this Section 14.2, if prior to the collection of a Base Assessment increase pursuant to this paragraph (f), the Board passes a resolution containing written findings that the extraordinary expense involved is necessary and, for any increases made under 14.2(f)(iii), an additional finding that expense was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Parcel Owners with a notice of Base Assessments increase not less than thirty (30) nor more than sixty (60) days prior to the increased Base Assessment becoming due.

14.3. Special Assessments

The Association may levy "**Special Assessments**" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Parcel Owners representing more than fifty percent (50%) of the votes attributable to Parcels subject to assessment and shall be allocated among the Parcels based on the assignment of Equivalent Units, as described in Exhibit "D." Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Parcel Owners representing more than fifty percent (50%) of the total votes allocated to Parcels in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 14.2(c). In addition, during the Development and Sale Period, any Special Assessment shall also require the Founder's written consent.

Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

14.4. Specific Assessments

In addition to other times when a Specific Assessment is specifically provided for under this Charter, the Association may levy "**Specific Assessments**" against a particular Parcel as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Parcel upon request of the Parcel Owner pursuant to any menu of optional services which the Association may offer (which might include the items identified in Section 12.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing the Parcel into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Parcel Owner or occupants of the Parcel, their agents, contractors, employees, licensees, or invitees; however, the Board shall give the Parcel Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection; and

(c) to cover the Parcel's pro rata share of any costs that the Association incurs in bringing the Service Area of which the Parcel is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Parcel Owners of Parcels in the Service Area and an opportunity for such Parcel Owners to be heard before levying any such assessment.

14.5. Authority to Assess Parcel Owners; Time of Payment

The Association is hereby authorized to levy assessments as provided for in this chapter, Exhibit "D" and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to a Parcel as set forth in Exhibit "D" The first annual Base Assessment and Service Area Assessment, if any, levied on each Parcel

shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Parcel.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Parcel and impose special requirements for Parcel Owners with a history of delinquent payment (two (2) or more delinquent payments in the past five (5) years). If the Board so elects, assessments may be paid in two (2)or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Parcel Owner is delinquent in paying any assessments or other charges levied on its Parcel, the Board may require all outstanding balances on all assessments to be paid in full immediately.

14.6. Personal Obligation for Assessments

Each Parcel Owner covenants and agrees to pay when due all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum, subject to the limitations of Nevada law), late charges as determined by Board resolution, costs, and reasonable attorneys fees, shall be the personal obligation of each Parcel Owner and a lien upon each Parcel until paid in full; provided, in the case of a Parcel governed by a Parcel Association, the Association's lien shall be upon each Sub-Unit within the Parcel in a pro rata amount corresponding to the Sub-Unit's share of any unpaid assessment or other charge, as determined based upon the assignment of Equivalent Units, as described in Exhibit "D." and the allocation of liability to the Sub-Unit under the Parcel Association's governing documents. Upon a transfer of title to a Parcel or a Sub-Unit, the grantee shall be jointly and severally liable with the grantor for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Parcel Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Parcel Owner from the obligation to pay assessments. In such event, each Parcel Owner shall continue to pay Base Assessments and Service Area Assessments at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Parcel Owner shall be exempt from liability for assessments by non-use of Common Area, abandonment of a Parcel, or non-use of services provided to all Parcels within the Service Area to which the Parcel is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Parcel Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Association shall furnish to any Parcel Owner or Sub-Unit Owner liable for any type of assessment a certificate signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment and may be relied upon by third parties. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

14.7. Lien for Assessments

(a) ***Existence of Lien.*** In accordance with §116.3116 of the Act, the Association shall have a statutory lien against each Parcel to secure payment of assessments, as well as interest, late charges (subject to the limitations of Nevada law), and costs of collection (including attorneys

fees and expenses); provided, in the case of a Parcel governed by a Parcel Association, the Association's lien shall be upon each Sub-Unit within the Parcel in a pro rata amount corresponding to the Sub-Unit's share of any unpaid assessment or other charge, as determined based upon the assignment of Equivalent Units, as described in Exhibit "D". Such lien shall be superior to all other liens, except (i) liens and encumbrances recorded prior to this Charter and which the Association has assumed or taken subject to; (ii) the liens of all real estate taxes and other governmental assessments or charges; and (iii) the lien or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgages on the Parcel, except that the Association's lien shall have priority over any such Mortgage to the extent of assessments that would have become due in the absence of acceleration during the six months immediately preceding any judicial or nonjudicial foreclosure of the Mortgage.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Parcel the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(b) ***Enforcement of Lien.*** The Association may bid for the Parcel or Sub-Unit, as the case may be, at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel or Sub-Unit. While a Parcel or Sub-Unit is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Parcel or the other Sub-Units within the Sub-Unit's respective Parcel Association shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Parcel or Sub-Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) ***Effect of Sale or Transfer.*** Sale or transfer of any Parcel or Sub-Unit shall not affect the assessment lien or relieve such Parcel or Sub-Unit from the lien for any subsequent assessments. However, the sale or transfer of any Parcel or Sub-Unit pursuant to foreclosure of a first priority Mortgage shall extinguish the lien as to any installments of such assessments due more than six months prior to the Mortgagee's foreclosure. The subsequent Parcel Owner of the foreclosed Parcel or Sub-Unit Owner of the foreclosed Sub-Unit shall not be personally liable for assessments on such Parcel due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from all Parcel Owners or the other Sub-Units within the Sub-Unit's respective Parcel Association subject to assessment, including such acquirer, its successors and assigns.

14.8. Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All property owned by the Association;

(b) Any property dedicated to and accepted by any governmental authority or public utility for roadway or utility purposes to which title has passed, provided that any Parcels on which the Improvements thereon are owned by a governmental authority or public utility are not exempt; and

(c) Property owned by any Parcel Association for the common use and enjoyment of its

members, or owned by all of the members of a Parcel Association as tenants-in-common.

14.9. Use and Consumption Fees

The Association may offer services or facilities for which it does not recover its costs through assessments under this chapter. The Board may charge use and consumption fees to any Person who chooses to use or participate in such services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (*e.g.*, Parcel Owners and non-Parcel Owners).

14.10 Ombudsman and Other Fees

Any fees or costs required to be paid pursuant to the Nevada Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001 *et seq*, including, without limitation Section 116.3155 thereunder, or any other applicable laws, rule or regulations in connection with any Sub-Units on a Parcel shall be paid by the respective Parcel Owner or Parcel Association, as the case may be, and the Association shall have no obligation or responsibility to pay such fees or costs.

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

Chapter 15
Easements

The easements created in this chapter establish the rights of Parcel Owners to use the Common Area and create various rights for the benefit of Parcel Owners, the Founder, the Association, and others over property within Symphony Park.

15.1. Easements in Area of Common Responsibility

(a) ***Granting and Scope of Easements.*** The Project Owner hereby grants to each Parcel Owner and the occupants and other permitted users of a Parcel a non-exclusive right and easement of use, access, and enjoyment in and to the Common Area and Perimeter Areas, including all service areas, exterior sidewalks and pedestrian pathways located in the Perimeter Areas subject to:

(i) The Governing Documents and any other applicable covenants;

(ii) Any restrictions or limitations contained in any deed conveying such property to the Association;

(iii) Certain Parcel Owners' rights to the exclusive use of those portions of the Common Area designated Limited Common Area, if any;

(iv) The holding of street fairs or festivals or other public or private events within Symphony Park; and

(v) The Board's right to:

(A) adopt rules regulating the use and enjoyment of such areas;

(B) suspend a Parcel Owner's right to use Common Area facilities;

(C) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Charter;

(D) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Notwithstanding the Board's right to regulate use of the Common Area and other portions of the Area of Common Responsibility, no regulation or restriction shall unreasonably restrict or deny access to a Parcel by the Parcel Owner or other permitted users of the Parcel.

(b) ***Location of Easements.*** Those areas within the Parcels subject to the easement rights described in this section shall be shown by survey prepared by the respective Parcel Owner in its expense and included in a recorded supplement to this Charter upon completion of any Improvements on a Parcel. During the Development and Sale Period, any easement of access across a Parcel may be relocated on the Parcel with the consent of the Founder and the Parcel Owner. Thereafter, the Association's consent is required to relocate such easement areas, which consent shall not unreasonably be withheld, conditioned, or delayed.

15.2. Easements for Maintenance, Emergency, and Enforcement

The Project Owner hereby grants to the Association easements over Symphony Park as necessary to enable the Association to fulfill its maintenance responsibilities and to exercise its enforcement rights under this Charter. The Association shall also have the right, but not the obli-

gation, to enter upon any Parcel, including any structure within a Parcel, for emergency, security, or safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Parcel Owner.

The Project Owner hereby grants and creates a perpetual, non-exclusive easement for access, ingress, and egress over any private streets within the Common Area for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment and personnel; for U.S. Postal Service and other package delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community; provided, such easement shall not authorize any such Persons to use private streets within the Community except while acting in their official capacities.

15.3. Easements for Utilities and Other Infrastructure

The Project Owner hereby assigns to the Founder the exclusive right to grant and record easements throughout Symphony Park to the extent reasonably necessary to:

(a) install improvements, utilities and infrastructure, other Community Service Systems, security and similar systems, and drainage systems to serve Symphony Park;

(b) install sidewalks, walkways, pathways, street lights, and signage to serve Symphony Park;

(c) inspect, maintain, repair, and replace the Area of Common Responsibility, utilities, infrastructure, and other improvements described above; and

(d) access and read utility meters.

The Founder reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

In addition, the Founder shall have the non-exclusive right and power to grant and record such other specific easements over the Parcels as it deems necessary to develop Symphony Park. The location of any specific easements under this section shall be subject to the written approval of the owner of the burdened property, which approval shall not unreasonably be withheld, conditioned, or delayed.

15.4. Easements to Facilitate Development of Additional Property

The Project Owner hereby grants and reserves to the Founder, its employees, and its duly authorized agents, designees, successors, assigns, and Mortgagees, temporary easements of access and use over and upon all of Symphony Park (but not through a structure) for all purposes reasonably related to making, constructing, and installing improvements to the Community and to the Additional Property (as defined in Section 18.1) (whether or not such property is made subject to this Charter).

Such temporary easements include, but are not limited to (a) right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property; (b) slope and construction easements for each separate construction project on a Parcel or the Common Area; (c) easements for installation of drainage systems, water and other utilities, erosion control, and storm and sanitary sewer (including the right to prune or remove trees, bushes, and shrubbery, to regrade soil, and to take any similar actions reasonably necessary);

and (d) easements for mobilization and storage of construction equipment, materials, and supplies necessary for the construction of improvements.

15.5. Easements Between Adjacent Properties

(a) ***Easements of Encroachment.*** The Project Owner hereby grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Parcel and any adjacent Common Area and between Parcels that are adjoining irrespective of streets. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of less than three inches, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

(b) ***Easements of Support and Construction.*** The Project Owner hereby grants reciprocal appurtenant easements over, under, across, and between adjacent Parcels that are adjoining irrespective of streets and each Parcel and any adjacent Common Area for the installation and maintenance of underpinning or other footing and foundation support systems, and sheeting, shoring, and other forms of earth retention, including tiebacks and other required components. Such easements shall permit the temporary use of adjacent properties for the construction and installation of such support systems and the permanent use of adjacent properties for the continued placement and maintenance of such systems.

The support system(s) benefiting any Parcel shall be designed, inspected during installation and upon completion of installation, and certified by a professional engineer registered in the State of Nevada. Any such support system also shall be subject to approval in accordance with Chapter 5 and the approval of the Parcel Owner of any adjacent, burdened Parcel, which approval shall not unreasonably be withheld, conditioned, or delayed.

(c) ***Easements for Use of Air Space.*** The Project Owner hereby grants reciprocal appurtenant easements over and between Parcels that are adjoining irrespective of streets and each Parcel and any adjacent Common Area for the use of air space as reasonably necessary during construction and maintenance of Improvements on a Parcel. The permitted use of air space includes the right to install and use scaffolding, towers, and cranes, and the right to swing a crane and its load, over the air space of any adjacent Parcel or Common Area during the construction of Improvements on a Parcel and during the maintenance, repair, cleaning, and inspection of Improvements on a Parcel.

15.6. Easement to Inspect and Right to Correct

The Project Owner hereby grants to the Founder, during the Development and Sale Period, for the Founder and others it may designate, the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, Improvement, fixtures, or condition that may exist on any portion of the property within Symphony Park, including Parcels, and a perpetual non-exclusive easement of access throughout Symphony Park to the extent reasonably necessary to exercise such right. Such right shall be subject to the following limitations and qualifications: (a) the Person exercising the easement must maintain adequate insurance to fully insure against any loss or damage to the Parcel on which such rights are exercised and (b) the Person exercising such rights shall indemnify and hold harmless the Parcel Owner of the Parcel on which the rights are being exercised and the occupants of such Parcel from and against all claims, charges, assessments, losses and any other costs arising in whole or in part as a result of the negligent exercise of such rights, including reasonable attorneys fees. Except in an emergency, entry into a struc-

ture on a Parcel shall be only after reasonable notice to the Parcel Owner, and no entry into an enclosed structure shall be permitted without the Parcel Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve a Parcel Owner of the responsibility for the maintenance and repair of its Parcel.

15.7. Exercise of Easements; Minimal Interference

Any Person exercising any right or easement described in this chapter shall minimize interference with the use and enjoyment of the Parcel or Common Area burdened by the easement. Persons exercising such easement rights shall be responsible for any damage caused to the Common Area or any Parcel as a result of their actions in connection with the exercise of such easement rights. Upon completion of any work pursuant to an easement right, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. All work performed pursuant to an easement right shall be performed in a good and workmanlike manner in accordance with all applicable laws.

The exercise of easements under this section shall not extend to permitting entry into the structures on any Parcel, nor shall it unreasonably interfere with the use of any Parcel. In the case of any easement permitting work to be performed on a Parcel, except in an emergency, entry onto the Parcel for such purpose shall be made only after reasonable notice to the Parcel Owner and the occupant of that portion of the Parcel for which entry is desired.

Chapter 16
Disclosures and Waivers

This chapter discloses some important information about Symphony Park for the benefit of prospective purchasers of Parcels.

16.1. Safety and Security

Each Parcel Owner and occupant of a Parcel, and their respective invitees, shall be responsible for their own personal safety and the safety of employees, and patrons, and the security of their property in Symphony Park. As provided in Section 11.4, the Association shall maintain or sponsor certain activities within Symphony Park designed to promote or enhance the level of safety or security which each person provides for itself and its property. However, neither the Association nor the Project Owner or the Founder shall in any way be considered insurers or guarantors of safety or security within Symphony Park, nor shall any be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to any portion of Symphony Park, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Parcel Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of its Parcel, that the Association, the Board and Association committees, the Project Owner, and the Founder are not insurers or guarantors of security or safety and that each Person within Symphony Park assumes all risks of personal injury and loss or damage to property resulting from acts of third parties.

16.2. Changes in Master Plan

Each Parcel Owner acknowledges that Symphony Park is a master planned community, the development of which is likely to extend over many years, and agrees that the Association shall not, without the Founder's prior written consent, engage in, or use Association funds to support, any protest, challenge, or other form of objection to (a) changes in uses or density of property within Symphony Park, or (b) changes in the Master Plan.

16.3. View Impairment

Neither the Project Owner, the Founder, nor the Association guarantee or represent that any view over and across any property within or outside Symphony Park will be preserved without impairment.

16.4. Contaminated Soils

Portions of Symphony Park have been used in the past for industrial, manufacturing, or other similar purposes and may contain contaminated sub-surface soils that may require remediation prior to development activities taking place. Each Parcel Developer and each Parcel Owner shall be responsible for determining the existence of contaminated soils on its Parcel and for complying with such remediation requirements as may be imposed. The Project Owner, the Founder, Founder Affiliates, and the Association shall have no obligation to remediate contaminated soils on any Parcel except as may otherwise be required under a separate governmental order, covenant, or agreement binding upon the Project Owner, the Founder, Founder Affiliates, or the Association.

16.5. Railroad

Symphony Park is situated adjacent to an operating railroad, which will cause noise and vibrations that may impact the use and enjoyment of the Parcels. The Project Owner, the Founder, Founder Affiliates, and the Association shall have no obligation to erect noise or vibration abatement devises or to take any action to abate the effects of the railroad operations, except as may otherwise be required by the City or under a separate covenant or agreement that is binding upon the Project Owner, the Founder, Founder Affiliates, or the Association.

16.6. Casino

Each Parcel Owner, by acceptance of a deed to a Parcel, acknowledges that Symphony Park may contain one or more casinos and that activities and effects commonly associated with the operation and existence of casinos will take place in the Community such as, without limitation, gambling, noise, excessive lighting, late night activities, consumption of alcohol, adult themed shows with full or partial nudity and crowds. Each Parcel Owner acknowledges that such activities and effects may result in nuisances, inconveniences, or hazards to persons and property on or in the vicinity of a casino.

16.7. Notices and Disclaimers as to Community Service Systems

Each Parcel Owner acknowledges that interruptions in cable television and other Community Service Systems and services will occur from time to time. The Project Owner, the Founder, Founder Affiliates, any their respective successors and assigns, shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Service Systems and services, regardless of the cause of the interruption.

16.8. Entertainment Activities

Each Parcel Owner, by acceptance of a deed to a Parcel, acknowledges that various entertainment activities and events such as concerts, festivals, and similar activities and events, may be held within Symphony Park. Each Parcel Owner acknowledges that such events and activities may result in nuisances, inconveniences, or hazards to persons and property on or in the vicinity of such events and activities.

16.9. Compliance with Governmental Permits and Approvals

Symphony Park is subject to various governmental permits and approvals issued in connection with the development and use of the property. Each Parcel Owner shall be bound by the terms of all applicable permits and approvals and such permits and approvals shall apply and shall bind the Parcel Owners in accordance with their terms, notwithstanding anything to the contrary in the Governing Documents. Each Parcel Owner is responsible for determining which governmental permits and approvals apply to its Parcel and the extent to which they apply.

16.10. Symphony Park

"Symphony Park" (the "**Park**") is or shall be an open air, open space park located within or adjacent to Symphony Park. Symphony Park may be owned by the Association or by a tax-exempt entity created pursuant to Section 501(c) or 509 of the Internal Revenue Code or may be licensed or leased to such a tax-exempt entity or another non-profit entity. Such lease or license may grant rights to such entity for the use of the Park by such entity. Regardless of ownership, license, or lease, the Association may be obligated to maintain and/or contribute to all or part of the cost of maintaining and operating Symphony Park, and any such costs shall be a Common Expense to be assessed against all Parcel Owners. The Park is a private park and part of the Common Area; the Park is not intended to be a public park and is not

available for use by the general public. The Park will be available for the private use of Parcel Owners and their respective residents, users and invitees.

16.11. Warranties of Quality

Except as may otherwise be specifically provided, no express warranties of quality with respect to the Common Area, any Parcel, or any Improvement on any Parcel, including any Sub-Units, are made by this Charter.

Each purchaser of a Sub-Unit acknowledges and agrees that the implied warranties of quality provided for under the Act, to the extent applicable or not otherwise waived, apply to the Parcel Developer of the Parcel within which the Sub-Unit is located and shall not apply to the Project Owner or the Founder.

16.12. Initiation of Litigation by Association

The Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Parcel Owners entitled to cast seventy-five percent (75%) of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

(a) initiated during the Founder Control Period with the Founder's approval;

(b) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(c) initiated to challenge *ad valorem* taxation or condemnation proceedings;

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This section shall not be amended unless such amendment is approved by the Founder, during the Development and Sale Period, and by the same percentage of votes necessary to institute proceedings.

Chapter 17
Rights of Lenders

In order to enhance each Parcel Owner's ability to obtain financing for the purchase and development of its property, this chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies which guarantee and insure mortgage loans made by institutional lenders.

The following provisions are for the benefit of holders, insurers, and guarantors of Mortgages in Symphony Park. The provisions of this chapter apply to both this Charter and to the By-Laws, notwithstanding any other provisions contained therein.

17.1. Notices of Action

A holder, insurer, or guarantor of a Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the legal description and street address of the property to which its Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of Symphony Park or which affects any Parcel on which there is a Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed to the Association by a Parcel subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Parcel or the Parcel Owner or occupant which is not cured within sixty (60) days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

17.2. No Priority

No provision of this Charter or the By-Laws gives or shall be construed as giving any Parcel Owner or other party priority over any rights of the Mortgagee of any Parcel in the case of distribution to such Parcel Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

17.3. Notice to Association

Upon request, each Parcel Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Parcel.

Chapter 18
Expansion of the Community

The Founder or the Association may expand the initial property submitted to the Charter as set forth in this chapter.

18.1. Expansion by Founder

From time to time, the Founder or the Project Owner may submit to the terms of this Charter all or any portion of the property described on Exhibit "B" ("**Additional Property**") by recording a Supplement describing the additional property to be submitted. The Founder or the Project Owner may record such a Supplement without the consent of any Person except the owner of such property.

The Founder's or the Project Owner's right unilaterally to expand Symphony Park under this section expires at the expiration of the Development and Sale Period.

Nothing in this Charter shall require the Founder or any successor to submit the Additional Property to this Charter or to develop any of the Additional Property in any manner whatsoever. Different parcels of property may be submitted to this Charter at different times. No assurances are given as to the boundaries of the parcels that may be submitted to the Charter or to the order in which different parcels of property may be submitted to this Charter.

18.2. Expansion by the Association

The Association also may submit additional property to this Charter by recording a Supplement describing the additional property. Any Supplement which the Association records must be approved by Parcel Owners representing more than fifty percent (50%) of the total votes in the Association at a meeting duly called for such purpose and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Founder's consent is required. The Association's President and Secretary, the owner of the property, and the Founder, if the Founder's consent is required, shall sign the Supplement.

18.3. Additional Covenants and Easements

Any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. The Supplement must be signed by all owners of property encumbered by the Supplement. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it applies to the additional property described in the Supplement, in order to reflect the different character and intended use of such property.

18.4. Effect of Filing a Supplement

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement; any Additional Property made subject to this Charter shall be assigned voting rights in the Association and assessment liability based upon an

assignment of Equivalent Units, as described in Exhibit "D."

Chapter 19
Additional Reserved Rights

This chapter reserves various rights to the Founder, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the development and sale of property in the Community, and to protect various property rights and other interests of the Project Owner and the Founder.

19.1. Special Developmental Rights

In addition to the rights specifically reserved to the Founder under Chapter 18 with respect to expanding Symphony Park, the Founder reserves for itself and any Parcel Developer the Founder approves for such purposes, during the Development and Sale Period:

(a) the right to complete on property the Project Owner, the Founder, or any Parcel Developer owns, any Improvements indicated on Plats and development plans recorded with this Charter, or the Master Plan;

(b) the right to exercise any of the following rights "developmental rights" (as defined in the Act):

(i) the right to expand the Community as provided in Chapter 18;

(ii) the right to create additional Parcels up to the maximum number permitted under Section 3.1, Common Areas, and Limited Common Areas, and to designate roadways, within any portion of the Community which the Project Owner, the Founder, or any Parcel Developer owns, provided, however, that to the extent that a Parcel Owner's Parcel is negatively affected by any such action on such Parcel Owner's Parcel, the consent of the respective Parcel Owner will be required;

(iii) the right to subdivide or combine Parcels the Project Owner, the Founder, or any Parcel Developer owns or to convert Parcels that the Project Owner, the Founder, or any Parcel Developer owns into Common Areas, Limited Common Areas, or roadways, provided, however, that to the extent that a Parcel Owner's Parcel is negatively affected by any such action on such Parcel Owner's Parcel, the consent of the respective Parcel Owner will be required;

(iv) subject to Section 19.2, the right to withdraw from the Community any Parcel or any portion of a Parcel not yet conveyed to a Person other than a Parcel Developer, subject to such local government approvals as may be required; and

(v) the right to reconfigure the boundaries of the Common Area and the right to grant easements for use of sidewalks and streets within Symphony Park;

(c) the right to maintain sales offices, management offices, and advertising signs on the property described in Exhibits "A" and "B," as set forth in Section 19.3;

(d) the right of access over the Common Area for the purpose of making improvements within the property described in Exhibits "A" and "B";

(e) the right to close streets and sidewalks within Symphony Park to allow their use for special events;

(f) the right to merge or consolidate the Association with another common interest community of the same form of ownership; and

(g) the right to appoint and remove directors and officers of the Association during the Founder Control Period as provided in the By-Laws.

19.2. Withdrawal of Property

The Founder or the Project Owner shall have the unilateral right during the Development and Sale Period to amend this Charter to withdraw any unimproved portion of the Community from the coverage of this Charter whether originally described in Exhibit "A" or added by Supplement. The Founder or the Project Owner may separately exercise such right as to each portion of the Community which is the subject of a separately recorded Plat; however, the Founder or the Project Owner may not exercise such right with respect to any property on a particular Plat after a Parcel shown on such Plat has been conveyed to a Person other than a Parcel Developer. "Unimproved" means that no permanent structure has yet been completed on the property. Any such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn. If the property is Common Area, the Association shall consent to such withdrawal.

19.3. Construction and Marketing and Sales Activities

Notwithstanding anything in the Governing Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property it or any of the Project Owner owns, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or marketing and sale of Parcels. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), banners, balloons, sales offices, holding or sponsoring special events, and exterior lighting features or displays.

19.4. Right to Replat

During the Development and Sale Period, the Project Owner may subdivide or otherwise replat property that the Project Owner owns and convert Parcels that the Project Owner owns into Common Area or the Project Owner may convert any Common Area that the Project Owner owns into Parcels. The right of any Parcel Owner to replat its Parcel is subject to the Founder's approval during the Development and Sale Period and, thereafter, the Association's approval, provided that the creation of Sub-Units by a Parcel Owner shall not require any approval.

19.5. Right to Approve Changes in Symphony Park Standards

During the Development and Sale Period, no amendment to or modification of any Rules shall be effective without prior notice to and the written approval of the Founder.

19.6. Right to Use Common Area for Special Events

During the Development and Sale Period the Founder may use the Common Area to sponsor special events for charitable, philanthropic, political, or marketing purposes (and may, for such purposes, among other things, close streets and sidewalks within Symphony Park), subject to the following conditions:

(a) the availability of the facilities at the time requested;

(b) the Founder shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and

(c) the Founder shall return the facilities and personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special events; and

(d) the Founder shall add any affected Parcel Owner as an additional insured on any insurance coverage obtained specifically in connection with such event.

The Founder shall have the right to assign its rights to charitable organizations or foundations selected by the Founder. The Founder's right to use the Common Area for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Charter.

19.7. Additional Covenants and Restrictions

During the Development and Sale Period, no one other than the Project Owner may record any additional covenants or restrictions affecting any portion of the Community without the Founder's written consent which consent shall not be unreasonably withheld or delayed. Any such instrument recorded without the Founder's consent shall be void and of no force and effect. Except for the Founder's approval, no other consent or approval is required under this Section 19.7.

19.8. Exclusive Rights to Use Name of Development

Except as permitted or required by the Rules, no Person shall use the name "Symphony Park," any derivative of such name, any associated graphic elements, or any logo or depiction associated with Symphony Park in any printed or promotional material without the Founder's prior written consent. However, Parcel Owners may use the name "Symphony Park" in printed or promotional matter where such term is used solely to specify that particular property is located within Symphony Park, and the Association shall be entitled to use the word "Symphony Park" in its name.

19.9. Right to Transfer or Assign Rights

Any or all of the Founder's special rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part to other Persons. However, such a transfer shall not reduce an obligation nor enlarge a right beyond that which the Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Founder, and the transferee or assignee signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

19.10. Termination of Rights

The Founder may exercise any and all of the rights reserved to the Founder under this Charter with respect to different portions of Symphony Park at different times. If a right is exercised with respect to any portion of the Community, it need not be exercised with respect to all or any other portion of the Community. No assurances are made as to the boundaries of any property as to which the Founder may exercise such rights, or as to the order in which different portions of the Community may be subjected to the exercise of such rights.

Except as otherwise specified above, the rights reserved to the Founder in this Chapter shall terminate on the earlier of: (a) termination of the Development and Sale Period; or (b) the Founder's recording of a written statement that all sales activity has ceased.

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

Chapter 20
Changes in the Area of Common Responsibility

This chapter explains the procedures for partition of the Common Area, condemnation of the Common Area, and the general transfer or dedication of the Common Area.

20.1. Condemnation

If any part of the Area of Common Responsibility that is taken by any authority having the power of condemnation or eminent domain, or conveyed by or with the consent of the Association in lieu of and under threat of condemnation with such approval as may be required under Section 20.3, each Parcel Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be used as the Board determines.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on available remaining portions of the Common Area, unless within sixty (60) days after such taking the Founder, during the Founder Control Period, and Parcel Owners representing at least sixty-seven percent (67%) of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 11.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 20.3.

20.2. Partition

Except as otherwise specifically permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of such Common Area without the written consent of all Parcel Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 20.3.

20.3. Transfer or Dedication of Common Area

During the Development and Sale Period (a) the Project Owner or the Founder may dedicate roadways within Symphony Park to the City, or to any other local, state, or federal governmental or quasi-governmental entity, and (b) the Association, upon the Founder's request and without a vote of the membership, shall dedicate roadways that it owns to the City, the County, or to any other local, state, or federal governmental or quasi-governmental entity, as applicable.

The Association also (a) may dedicate portions of the Common Area that it owns to the City, or to any other local, state, or federal governmental or quasi-governmental entity; (b) may subject the Common Area that it owns to a security interest; or (c) may transfer or convey any Common Area that it owns upon the written consent of Parcel Owners representing at least seventy-five percent (75%) of the total votes in the Association. In addition, the Founder shall

consent to any such action shall be required during the Founder Control Period. Notwithstanding the foregoing, it is anticipated that the Park will be subject to a lease or a joint use agreement or other such agreement with the Las Vegas Performing Arts Center or other entity and that any such lease will not require any consent of the Parcel Owners in order for the Association to enter into such lease or joint use agreement or other such agreement.

The proceeds from the sale or mortgaging of Common Area shall be an asset of the Association to be used as the Board determines.

No conveyance or encumbrance of Common Area may deprive any Parcel of rights of access or support.

20.4. Assignment and Reassignment of Limited Common Area

(a) ***Assignment***. During the Development and Sale Period the Founder, and thereafter the Association, may designate property as Limited Common Area and assign it to particular Parcels on the recorded Plat depicting such property, in the deed conveying such property to the Association, or in a Supplement, provided, however, that any such designation is subject to the prior written consent of any affected Parcel Owner including those who will use such area. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Parcels.

In addition to the above, the Board may designate any portion of the Common Area as Limited Common Area upon approval of the Board, Parcel Owners representing at least a majority of the total votes in the Association, and Parcel Owners of a majority of the Parcels to which the Board proposes to assign such Limited Common Area, except that no such assignment shall have the effect of denying any Parcel Owner access to such Parcel Owner's Parcel without such Owner's consent. During the Development and Sale Period, any such assignment shall also require the Founder's written consent.

(b) ***Reassignment***. Limited Common Area, once assigned, may be reassigned only with the consent of the Parcel Owners of the Parcels affected by such reassignment.

Chapter 21
Termination and Amendment of Charter

This chapter sets out procedures by which the Project Owner, the Founder, the Board, or the Parcel Owners may amend this Charter to address changes in the plans, needs, or desires of Symphony Park.

21.1. Term and Termination

This Charter shall be of perpetual duration unless terminated in the manner provided in §116.2118 of the Act by agreement signed by Parcel Owners representing eighty percent (80%) of the total votes in the Association.

If any provision of this Charter would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

In addition to the above, the Founder's and the Project Owner's consent shall be required to terminate this Charter during the Development and Sale Period.

This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

21.2. Amendment

(a) ***By the Founder.*** The Founder may unilaterally amend this Charter: (i) to correct clerical, typographical, or technical errors; (ii) to comply with any applicable governmental statute, rule, regulation, or judicial determination; (iii) to comply with the requirements, standards, or guidelines of any institutional or governmental lender, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iv) to assign Common Area as Limited Common Area pursuant to Section 3.1; (v) as necessary to exercise the rights reserved to the Founder under Section 18.1 and Section 19.1; and (vi) otherwise as permitted by the Act.

(b) ***By the Association.*** The Association may amend this Charter: (i) to assign Common Area and Limited Common Area pursuant to Section 20.4; (ii) to subdivide a Parcel or relocate boundaries between Parcels upon application of the Owner(s) of the affected Parcel pursuant to the Act; and (iii) otherwise as permitted or required by the Act.

Any amendment pursuant to this section shall be prepared, executed, certified, and recorded on behalf of the Association by any officer designated for such purpose or, in the absence of such designation, by the Association's President.

(c) ***By the Owners.*** Except as otherwise specifically provided above or in the Act, and subject to any limitations imposed by the Act, this Charter may be amended only by:

(i) the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing Parcels to which at least 67% of the total votes in the Association are allocated; and

(ii) during the Development and Sale Period, the Founder's written consent.

(d) ***Validity and Effective Date.*** No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of the Founder (or the assignee of such right or privilege).

If a Parcel Owner consents to any amendment to this Charter or the By-Laws, it will be conclu-

sively presumed that such Parcel Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Parcel Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or it shall be presumed that such amendment was validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

(e) ***Exhibits.*** Exhibits "A," "B," "D", "F" and "G" are incorporated by this reference, and this chapter shall govern amendment of those exhibits. Exhibit "C" is incorporated by this reference and may be amended under Chapter 7 or pursuant to this section. Exhibit "E" is attached for informational purposes and may be amended as provided in that exhibit or in the provisions of this Charter that refer to such exhibit.

THIS COMMUNITY CHARTER FOR SYMPHONY PARK is made and executed by the undersigned Founder and the Project Owner this 2nd day of Dec, 2009.

FOUNDER

By: Rita B. Brandin
Name: Rita Brandin
Title: Sr. Vice President

CITY PARKWAY V, INC.,
a Nevada non-profit corporation

By: Elizabeth N. Fretwell
Name: Elizabeth N. Fretwell
Title: President

CITY PARKWAY IVA, INC.
a Nevada non-profit corporation

By: Elizabeth N. Fretwell
Name: Elizabeth N. Fretwell
Title: President

OFFICE DISTRICT PARKING I, INC.
a Nevada non-profit corporation

By: Elizabeth N. Fretwell
Name: Elizabeth N. Fretwell
Title: President

CITY OF LAS VEGAS NEVADA, a political Subdivision of the State of Nevada

By: Oscar B. Goodman
Name: Oscar B. Goodman
Title: Mayor

ATTEST:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

Michael N. Feuer, ESQ

11-19-09 Date

STATE OF NEVADA)
)
COUNTY OF CLARK)

On December 15, 2009, personally appeared before me a notary public, Rafa Beaudin, _____ of Newland Communities, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

Notary Public: _____

[NOTARIAL SEAL] My Commission Expires: June 30, 2010

LORI TRIPLETT
Notary Public, State of Nevada
Appointment No. 08-107547-1
My Appt. Expires June 30, 2010

STATE OF NEVADA)
)
COUNTY OF CLARK)

On December 9, 2009, personally appeared before me a notary public, Kim A. Barrera, Elizabeth N. Fretwell City Parkway V, IVA, Office District Policy, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2010

[NOTARIAL SEAL] Notary Public: _____

My Commission Expires: Nov. 25, 2010

STATE OF NEVADA)
)
COUNTY OF CLARK)

On December 10, 2009 personally appeared before me a notary public, Oscar B. Goodman, Mayor of The City of Las Vegas, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that s/he executed the instrument.

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2012

[NOTARIAL SEAL] Notary Public: _____

My Commission Expires: 10/14/2012

EXHIBIT "A"

LEGAL DESCRIPTION OF SYMPHONY PARK

LOT 5 OF PARKWAY CENTER, A COMMERCIAL SUBDIVISION RECORDED AT THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDERS OFFICE AS BOOK 53, PAGE 61.

EXCLUDING THEREFROM THE FOLLOWING PARCEL:

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY, NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°16'04", AN ARC LENGTH OF 237.96 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 66°33'59" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE CONTINUING SOUTH 66°33'59" EAST 3.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62°20'53" EAST, 388.49 FEET; THENCE SOUTH 17°53'58" WEST, 124.13 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°42'33", AN ARC LENGTH OF 15.56 FEET TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS SOUTH 42°23'29" EAST AND TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 81°09'57" WEST, 270.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 91.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND CENTRAL PARKWAY; THENCE ALONG SAID EASTERLY LINE NORTH 03°50'03" WEST, 94.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°36'50", AN ARC LENGTH OF 193.32 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 69°13'13" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°03'21"; AN ARC LENGTH OF 5.26 FEET;

THENCE NORTH 32°50'08" EAST, 15.81 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.

EXHIBIT "B"

Additional Property

Note to clerk and title examiners:

This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner of the applicable property by filing a Supplement in accordance with Chapter 18.

The property north of Bonneville, east of Interstate Highway I-15, south of Interstate Highway 95 and west of the Union Pacific Railroad tracks.

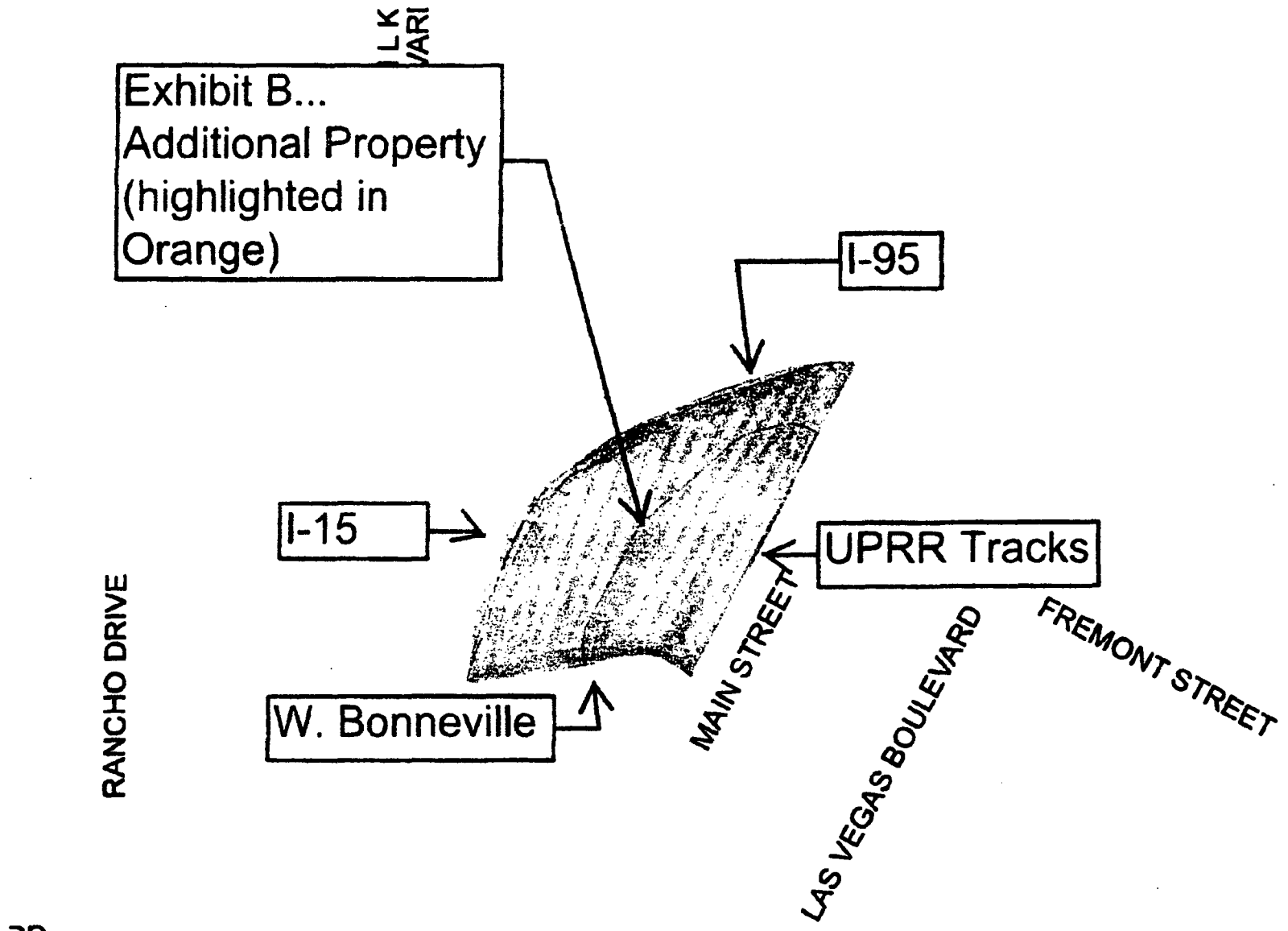
Exhibit B...
Additional Property
(highlighted in
Orange)
I-95
I-15
UPRR Tracks
W. Bonneville
RANCHO DRIVE
MAIN STREET
LAS VEGAS BOULEVARD
FREMONT STREET

EXHIBIT "C"
Initial Rules

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance. It is expressly intended that the Board, as appropriate, have discretion to approve or disapprove actions or items, or to enforce or not enforce technical violations of the Governing Documents, based upon considerations consistent with the Governing Documents. As such, while something may be approved or permitted under one set of circumstances, the same thing may be disapproved under a different set of circumstances. Exercising discretion in approvals or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any circumstances it deems appropriate.

The following shall apply to all of Symphony Park until such time as modified pursuant to this Charter.

1. General. Symphony Park shall be used only for purposes consistent with the Master Plan and the Governing Documents.

2. Restricted Activities. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within Symphony Park:

(a) Parking any vehicles in designated "no parking" areas, or parking of mobile homes, recreational vehicles, boats and other watercraft, and trailers in areas other than those designated for such purposes; provided, construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to any Parcel or the Common Area and temporary marketing and construction trailers are permitted in areas the Founder or the Board designates. Keeping stored or inoperable vehicles anywhere within Symphony Park is prohibited, except that vehicles may be stored in assigned parking spaces in residential developments;

(b) Raising, breeding, or keeping animals, except that a reasonable number of dogs, cats, or other usual and common household pets may be kept in a residential dwelling. Animals brought into Symphony Park shall be kept on a leash or otherwise confined in a manner acceptable to the Board. Any animal which is permitted to roam free, or, in the Board's sole discretion, makes objectionable noise, endangers the health or safety of any individual or other animal, or constitutes a nuisance or inconvenience shall be removed upon the Board's request. If the animal's owner fails to honor such request, the Board may remove or provide for the removal of the animal from Symphony Park;

(c) Any activity that emits foul or obnoxious odors or creates excessive noise or other conditions that tend to disturb the peace or threaten the safety of others, each as determined in the Board's reasonable discretion;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures;

(f) Any noxious or offensive activity which in the Founder's or the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or other portions of Symphony Park;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of permitted construction;

(h) Use and discharge of firecrackers and other fireworks, except that the Association may sponsor or otherwise permit structured and supervised fireworks displays from time to time;

(i) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(j) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(k) On-site storage of fuel, except that a reasonable amount of fuel may be stored for emergency purposes and, maintenance vehicles, generators, and similar equipment;

(l) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Symphony Park or which use excessive amounts of water; and

(m) Any modification of anything, permanently or temporarily, on any Parcel, whether such portion is improved or unimproved, except in strict compliance with the provisions of Chapter 5. This shall include, without limitation, signs, fences of any kind, and satellite dishes and antennas, except that:

(i) a satellite dish designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter and fully hidden from view; or

(ii) a satellite dish designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is greater than one meter in diameter or diagonal measurement (collectively, "**Permitted Antennas**")

shall be permitted on Parcels, subject to such reasonable requirements as to location and screening as may be set forth in the Rules consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property, including views to rooftops from adjacent buildings. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Symphony Park, should any master system or systems be utilized by the Association and require such exterior apparatus.

3. **Prohibited Conditions**. The following shall be prohibited at Symphony Park:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Symphony Park;

(b) Structures, equipment, or other items on the exterior portions of any Parcel which have become rusty, dilapidated, or otherwise fallen into disrepair; and

(c) Speed bumps on any streets within Symphony Park, except with the prior approval of the City.

4. Use of Symphony Park Logo and Name. All Parcel Owners are required to use the name "Symphony Park" in any printed and promotional matter and advertising in connection with the marketing of their specific projects within Symphony Park. Such use of the name will be on compliance with the approved logo and graphics for Symphony Park.

5 .Special Events

a. At times Association common area, if any, may be rented to an event planner or outside agency for use of a private party, event or activity. Areas outside a Parcel may be used for display or traffic flow reasons. At no time will the entrance to a Parcel be blocked or traffic diverted for a significant period of time.
b. Participation by users of Symphony Park at special events is encouraged however any booths or sales activity outside the tenant space into the Association common area must be approved in writing and in advance of event by the Association for content and product line. Upon approval, it is the responsibility of the Parcel Owner to obtain the proper permits, licenses and report associated revenues appropriately.

6. Lodging

a. No camping is permitted within a Parcel, in Public areas of Symphony Park or in recreational vehicles within Symphony Park including designated and attached parking structures.

7. Vehicle access

a. Association staffed golf or utility carts will be allowed to transport supplies and trash and for general maintenance.
b. The cost to repair any damage to the Common Area or areas of Common Responsibility in any form may be assessed against the Parcel Owner who directly or indirectly caused the damage.
c. Loading and unloading is to take place at designated areas only.
d. Unauthorized vehicles are subject to fines as outlined in the "Penalty and Fine Policy" may be towed at the vehicle owner's expense.
e. Parking is allowed in designated parking areas only.
f. Skateboards, bicycles and similar devices may not be ridden on walkways in the Common Areas or Areas of Common Responsibility. Scooters, wheelchairs and similar devices use by disabled persons are permitted on walkways in the Common Areas or Areas of Common Responsibility.

8 . Utilities

a. Parcel Owners may not tamper with electrical boxes, main water valves or any other such controls associated with Common Areas or Areas of Common Responsibility.
b. Any damages caused by tampering with public utilities will be billed back, with fines and penalties, to the tenant space that is responsible.
c. Use of utility connections in Common Area or Areas of Common Responsibility must be approved by the Association.

9. Animals

a. Persons with animals are responsible for cleaning up and properly disposing of waste.
b. Animals should be kept on a leash at all times. Owners are responsible for the actions of their animals at all times while in Symphony Park.
c. No animals other than household pets and service animals are allowed in Symphony Park without the consent of the Association which may impose conditions in granting such consent at its sole discretion.

10. Liability.

a. Persons using the Common Areas or Areas of Common Responsibility for any reason, do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury as a result of using the premises.
b. Parcel Owners and their users are responsible for the actions of their staff, contracted labor and guests. Any damage arising from inappropriate behavior or actions will be the responsibility of the Parcel Owner.
c. Proof of General Liability Insurance for special events and other tenant/owner or guest sponsored event is to be provided to the Association in advance of schedule/approved event.

11. Street Level Store Fronts, Facade and Lighting

a. Storefront signage must be in accordance with the Design Standards.
b. Additional signage for special events or promotions must be approved through the Association.
c. Signage in windows or doors consisting of tape and paper or hand written signs are not allowed.
d. "Open" or "Closed" signs must be placed in the window or door of the store. Signage placed in planters, outside the store (such as a "sandwich board"), or mounted on the store exterior must be approved by the Association.
e. Association may require signage for an event is posted in shops. Placement will not interfere with shop merchandise, displays or theme.
f. No external speakers, televisions, music device or public address system, other than those placed by the Association will be allowed unless authorized in writing, in advance, by the Association.
g. Any merchandising of goods or services within the Common Area or Areas of Common Responsibility must be approved in advance by the Association.

Symphony Park Common Area Maintenance

1. Symphony Park Common Area Cleanliness

a. Symphony Park is to remain free of litter and trash at all times. Standard shift times will be determined for ongoing trash removal in the public areas. The shift times may be adjusted due to special events or promotions throughout Symphony Park.

b. Public Restrooms are to be used for general use. Any acts such as cleaning tools, paint-brushes or any manner other than what the facility was designed may result in a clean-up charge being assessed to the party who violates. Sidewalk cleaning takes place on a daily basis. This cleaning is to take place so as to not disturb guests or interfere with patrons/tenants of UP.

c. Building owners are responsible for cleaning windows, both interior and exterior, as well as awning cleaning, as necessary.

2. Trash Removal

e. Common Area Trash will be emptied a minimum of 3 times per day. Broken glass, objects of danger or hazardous materials must be identified in a separate or approved container as not to endanger the Association attendant.
f. Building owners and tenants are prohibited from using the common area sidewalk trash receptacles and all Symphony Park users must use appropriate private dumpsters. Large cardboard boxes shall not be deposited in sidewalk trash receptacles.
g. Garbage in or out of bags shall not be placed outside of a location due to smell, rodent and aesthetic reasons.
h. The burning of trash is strictly prohibited. Violators will be subject to strict fines.
i. Parcel Owners with patio, sidewalk cafes or outside seating need to pay close attention to items placed on tables to ensure they do not blow into public areas creating litter and are responsible for the proper cleaning of the areas in and around the outside common areas.

3. Grease Traps

h. Parcel Owners and their users are responsible for performing weekly cleaning of grease traps (if any) by chemically treating each trap to prevent odor and assist in the function of the trap and appropriate pumping of traps.

4. Patio and Terraces

a. It is the responsibility of the Parcel Owners to ensure the Patio and Terrace areas are kept clean, organized and in operational condition. In the event of a scheduled sidewalk cleaning, it is the responsibility of the tenant to ensure furniture is removed to assist with the detail cleaning efforts.
b. It is the Parcel Owners responsibility to ensure tables and chairs are kept in clean and safe operational condition.

c. Items such as hoses, extension cords or items not relating to the patio operations must be stored in an area that is not open to guest view.
d. Public space of tenant shop shall not be used for long term or short-term storage.
e. Misting, misting hours and misting maintenance are the sole responsibility of the building owners and/or tenants.

5. Violations, Fines and Penalties

To be determined by the Board of Directors of the Association.

EXHIBIT "D"

Allocating Liability for Assessments, Commencement of Assessments and Allocating Votes Among Parcels

1. **Assignment of Equivalent Units.** For purposes of allocating assessments among Parcels, and for purposes of allocating votes in the Association among Parcels, each Parcel shall be assigned Equivalent Units. The number of Equivalent Units for each Parcel is determined in accordance with the table set forth below based upon the size of the Parcel and the land use classifications within the Parcel, including all uses within the Parcel, as determined by actual uses.

Until the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, all Parcels shall be assessed as indicated in the first row of the table set forth below as unimproved land. Assessments for Parcels will commence at the time a Parcel is submitted to this Charter except as provided in paragraph 5 below of this Exhibit "D". At such time as the core and shell of any Improvements are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, the Improvements will be assessed on the basis indicated below with no further assessment for land area.

Equivalent Units for residential units will be based on the final approved subdivision map for the Improvements. A unit which is divided into separate fractional or timeshare intervals shall be classified as a single unit (*i.e.*, each fractional or timeshare interest shall *not* constitute a separate unit). A dwelling unit shall be the structure or the portion of a structure designed for occupancy by a single household (*e.g.*, a condominium unit or a single rental apartment unit).

Equivalent Units for nonresidential Improvements will be based on the final approved architectural floor plans and elevations for the Improvements. "Gross floor area" shall be the area within an enclosed structure intended for occupancy or other use, as determined by a licensed engineer or architect. To the extent applicable, the definition of "gross floor area" set forth in the applicable zoning ordinance pertaining to Symphony Park, as may be amended from time to time, shall be followed in making any determination of the gross floor area of a use within a Parcel.

In the case of a change in use, the new allocation shall be made as of the date upon which the new use actually commences.

During the Founder Control Period, the Founder unilaterally may amend this Exhibit "D" to create additional Land Use Classifications and to assign Equivalent Units to such new use.

The Founder shall make all determinations of land use classification during the Founder Control Period. Thereafter, the Board shall determine land use classifications; provided, the land use classification of a Parcel or any portion of a Parcel hereunder shall not be changed once established unless there has been a change in predominant use.

2. **Calculation of Assessments.** The share of any assessments to be assessed by the Association against a Parcel shall be represented by a fraction, the numerator of which is the number of Equivalent Units assigned to the particular Parcel and the denominator of which is the total number of Equivalent Units assigned to all Parcels subject to such assessment. Such fraction shall be multiplied by the total dollar

amount of the Common Expense budget assigned to all Parcels in order to determine the dollar amount of the assessment to be levied against the particular Parcel. Notwithstanding the foregoing, until the core and shell of any Improvements on a given Parcel are completed as evidenced by a certificate of completion or other equivalent documentation issued by the City, such Parcel shall be assessed as indicated in the first row of the table set forth below as unimproved land.

3. **Calculation of Votes**. Each Parcel shall be allocated the number of votes corresponding to the number of Equivalent Units within the Parcel.

4. **Computation by Board**. The land use classification and number of Equivalent Units assigned to each Parcel, and the share of assessments (stated as a percentage) to be levied on each Parcel subject to assessment, shall be computed at least annually by the Board. If a use within a Parcel that is improved such that it is no longer being assessed as undeveloped land pursuant to the Land Use Classification schedule below changes during the fiscal year, the Board shall be authorized to adjust the assessment against the Parcel effective with such change in use, but the Board shall not reallocate assessments against all other Parcels to take into account such change until the next annual budget. Notice of the percentages for each Parcel (including a summary of the computations) shall be sent to each Parcel Owner together with the notice of the assessment. Each Parcel Owner shall provide the Association with such information as the Board requires in order to make a determination of the Equivalent Units to be allocated to the Parcel Owner's respective Parcel, including, without limitation, as-built drawings of the Improvements on the Parcel.

In the event that additional real property is made subject to this Charter during the Association's fiscal year, for computation of Equivalent Units, the Board shall recompute assessment percentages and votes for each Parcel and send notice of such recomputed percentages to each Owner; provided, no adjustments shall be made in any assessments previously levied to reflect such recomputation.

Land Use Classification	Equivalent Units
Up and until a certificate of completion is issued for Improvements on a Parcel, all undeveloped Parcels – without regard to use. After such certificate of completion is issued, there shall be no Equivalent Units allocated to a Parcel on account of the land area of a Parcel and Equivalent Units shall be allocated solely on the basis of the Improvements on the Parcel.	Ten thousand (10,000) per acre of land (prorated by one-hundredth of an acre). Up and until a certificate of completion is issued for Improvements on a given Parcel, such Parcel shall only pay an annual assessment on account of Base Assessments of $10,000 per acre (prorated by one-hundredth of an acre and rounded to the nearest one cent).
Retail and service establishments, including, without limitation, banks (including ATM's) and other financial services and institutions, and travel agencies	One (1) per square foot of gross floor area
Restaurants, bars, nightclubs, taverns, supper clubs.	One (1) per square foot of gross floor area
Entertainment (including the Performing Arts Center,	Thirty (30) per seat

dinner theaters, theme-based attractions, movie theaters, etc.)	
Hotel or hospital	Five hundred (500) per room
Fractional or time-share units	
Casino/Gaming Establishment	Three (3) per square foot of gross floor area
Conference/meeting/banquet rooms within a hotel/conference center	One (1) per square foot of gross floor area
Cultural(including non retail art galleries, museums and libraries)	One Half (1/2) Unit per square foot of gross floor area
General Office/Medical Center including walk-in medical clinics.	One Half (1/2) Unit per square foot of gross floor area
Spas, health clubs, including health and fitness areas within a hotel	One (1) per square foot of gross floor area
Residential units (single family attached, detached, and condominium) and multi- family rental apartments	Six hundred (600) per dwelling unit
Exempt property (or as provided in Section 14.8)	0

Calculating Equivalent Units - Examples.

- A Parcel containing 3,000 seats of entertainment use, 10,000 square feet of retail use, and 10,000 square feet of restaurant use would be assigned 116,150 Equivalent Units (3,000 seats of entertainment X 30 = __96,150; 10,000 square feet of retail X 1__ = 10,000; 10,000 square feet of restaurant X _1_ = __10,000.

- A Parcel containing a 150-room hotel, 20,000 square feet of conference/meeting space, 10,000 square feet of retail use, and 10,000 square feet of restaurant use would be assigned 115,000 Equivalent Units (150 rooms X __500_ = 75,000; 20,000 square feet of conference/meeting space X 1 = __20,000; 10,000 square feet of retail X 1 = 10,000; 10,000 square feet of restaurant X _1_ = 10,000).

5. Exemption. Notwithstanding anything to the contrary contained in this Charter, any undeveloped Parcel owned by Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation, the City or an Affiliate thereof shall not be subject to assessment for any reason, including without limitation, Base Assessments or Special Assessments, until such time as such Parcel is developed by the Project Owner or an Affiliate of the Project Owner or conveyed or leased pursuant to a Parcel Ground Lease to a Person who is not an Affiliate of Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation or the City. At such time as a development of a Parcel is commenced by the Project Owner or an Affiliate of the Project Owner, or conveyance or Parcel Ground Lease of a Parcel by Project Owner, City Parkway IVA, Inc., a Nevada non-profit corporation, the City or an Affiliate to a non-Affiliate Person is effective, such Parcel shall automatically be subject to assessment pursuant to this Charter; provided, however, that assessments

on Parcels H and I shall not commence until such time as a certificate of occupancy for the performing arts center currently under development of Parcels H and I is issued.

Notwithstanding anything to the contrary contained in this Charter, no given Parcel shall be subject to assessment for any reason, including without limitation, Base Assessments or Special Assessments, until such time as all offsite streets and customary utilities are installed to the property line of such Parcel and are operable so that such Parcel can be developed for its intended use. Assessments shall commence on such Parcel at such time notwithstanding that such Parcel and/or any development thereon is not ready to utilize such streets and utilities.

EXHIBIT "E"

AMENDED AND RESTATED BY-LAWS

OF

SYMPHONY PARK MASTER ASSOCIATION, INC.

(as adopted by the Board of Directors on _____, 200_)

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BY-LAWS

OF

SYMPHONY PARK MASTER ASSOCIATION, INC.

Chapter 1

Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is Symphony Park Master Association, Inc. (the "**Association**"). The Association is a nonprofit corporation organized pursuant to the provisions of Chapter 82, Nevada Revised Statutes.

1.2. Principal Office.

The Association's principal office shall be located in Clark County, Nevada. The Association may have such other offices as the Board may determine or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Community Charter for Symphony Park, as it may be amended (the "**Charter**"). The term "**majority**," as used in these By-Laws, means those votes, Parcel Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

Chapter 2
Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

The Association shall have two classes of membership, one class consisting of the Parcel Owners and one class consisting of the Founder, as more fully set forth in the Charter. Provisions of the Charter pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

The Association shall hold meetings at the Association's principal office or at such other suitable place the Board may designate.

2.3. Association Meetings.

(a) *General.* Association meetings shall be open to all Parcel Owners. The Board may regulate Parcel Owners' participation in discussions at meetings; provided after the Founder Control Period, at any regular or special meeting, Parcel Owners must be given an opportunity to make comments during a designated time. If the meeting agenda is limited to specific topics, Parcel Owners' comments may be limited to those topics. Notwithstanding the above, there must be at least one meeting per year at which Parcel Owners may comment on any topics relevant to Association matters.

Except in an emergency, as defined in the Nevada Uniform Common-Interest Ownership Act, Nevada Revised Statutes Section 116.001, *et. seq.* (as amended from time to time, the "Act"), Parcel Owners may not take action at an Association meeting on any item not listed in the agenda for the meeting.

The first Association meeting, whether a regular or special meeting, shall be held within one year after the Association's incorporation.

(b) *Annual Meetings.* The Board shall schedule regular annual meetings to occur within 90 days before or after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine.

(c) *Special Meetings.* The President may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution or upon written petition of Parcel Owners representing at least five percent of the total votes in the Association.

2.4. Notice of Meetings.

The President, the Secretary, or the officers or other persons calling a meeting of the Parcel Owners shall deliver or cause to be delivered to each Parcel Owner entitled to vote at such meeting a written notice stating the place, day, and hour of the meeting. The notice also shall state the right of any Parcel Owner to: (a) be provided a copy of the minutes of the meeting upon request and, if the Board requires, upon payment of the cost of providing the copy, and (b) speak to the Association of the Board, unless the Board is in executive session. The meeting agenda shall include the items required under Section 116.3108 of the Act. In the case of a special meeting or when otherwise required by statute, the Charter, or these By-Laws, the purpose or purposes for which the meeting is called shall also be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 9.5, at least 10 but not more than 60 days before the date of such meeting. Notice of any meeting at which an assessment for a capital improvement or the commencement of a civil action is to be considered

shall be given at least 21 calendar days prior to the meeting.

2.5. Waiver of Notice.

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Parcel Owner may waive, in writing, notice of any Association meeting, either before or after such meeting. A Parcel Owner's attendance at a meeting shall be deemed a waiver by such Parcel Owner of notice of the time, date, and place thereof, unless the Parcel Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.6. Quorum; Adjournment of Meetings.

Except as these By-Laws, the Charter, or the Articles may otherwise provide, the presence of Parcel Owners representing at least 25% of the total votes in the Association shall constitute a quorum at all Association meetings and the vote of Parcel Owners representing a majority of the total eligible votes cast shall constitute the action of the Parcel Owners.

If any Association meeting cannot be held because a quorum is not present, the Parcel Owners representing a majority of the votes present at such meeting may adjourn the meeting to a time at least 15 but not more than 30 days from the scheduled date of the original meeting.

If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Parcel Owners of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

At the reconvened meeting, the quorum requirement shall be reduced to the presence of Parcel Owners representing at least 20% of the total votes in the Association. If a quorum is present at the reconvened meeting, any business may be transacted that might have been transacted at the meeting originally called.

Parcel Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Parcel Owners to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

2.7. Voting.

The voting rights of the Parcel Owners shall be as set forth in the Charter and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. Parcel Owners may vote in person, by proxy, or by written ballot in accordance with such rules and procedures as the Board may adopt.

2.8. Proxies.

On any matter to be voted on by the Parcel Owners, each Parcel Owner may vote in person or by proxy, subject to the limitations of Nevada law and subject to any specific provision to the contrary in the Charter or these By-Laws.

Every proxy shall be in writing, shall identify the Parcel for which it is given, signed by the Parcel Owner or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover the entire vote which the Parcel Owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later

dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon (a) conveyance of any Parcel for which it was given, (b) the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Parcel Owner who is a natural person, or (c) the date of the meeting for which it was originally executed, unless a shorter period is specified in the proxy.

2.9. Conduct of Meetings.

The President or a Board-approved designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Association's books.

Meeting minutes or a summary of the meeting minutes shall be made available to the Parcel Owners within 30 days after the date of each meeting. A copy of such minutes or summary of minutes shall be provided to a Parcel Owner upon request; provided, the Board may require a requesting Parcel Owner to pay the cost of providing such copy.

2.10. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Parcel Owners may be taken without a meeting, without prior notice, and without a vote if Parcel Owners representing at least the minimum number of votes in the Association necessary to authorize such action if such action was taken at a meeting that all Parcel Owners entitled to vote on such matter were present and voted, sign a written consent specifically authorizing the proposed action. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated, and delivered to the Association. Such consents shall be filed with the Association's minutes and shall have the same force and effect as a vote of the Parcel Owners at a meeting.

Chapter 3
Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications.

The Board shall govern the Association's affairs. Each director shall have one vote. Directors need not be Parcel Owners or occupants of a Parcel.

3.2. Number of Directors.

The Board shall consist of at least three directors, as provided in Section 3.3.

3.3. Selection of Directors; Term of Office.

(a) ***Initial Board.*** The initial Board shall consist of three directors appointed by the Founder and identified in the Articles of Incorporation. The initial directors shall serve until their successors are appointed or elected as provided in this Section.

(b) ***Directors During the Founder Control Period.*** Except as otherwise provided in this subsection, the Founder may appoint, remove, and replace Board members until termination of the Founder Control Period. During such period, the Parcel Owners other than the Project Owner shall be entitled to elect a minority of the total number of directors according to the following schedule (directors elected by the Parcel Owners are referred to as "**Owner Directors**").

Within 30 days after the time that Persons other than the Project Owner, the Founder, or Parcel Developers hold title to 25% of the total Parcels intended to be included within Symphony Park under the Master Plan, or whenever the Founder earlier determines, the President shall call for an election by which the Parcel Owners shall be entitled to elect one director. The Parcel Owners other than the Project Owner shall elect such director "at-large." The remaining directors shall continue to be appointees of the Founder.

For purposes of this Section, title to a Parcel for which a Parcel Association is created shall be deemed held by Persons other than the Project Owner, the Founder, or a Parcel Developer at such time as the board of directors for such Parcel Association is elected by the Sub-Unit Owners of Sub-Units within such Parcel, as opposed to the Parcel Developer.

The Owner Directors elected pursuant to this Section 3.3(b) shall be elected for a term of two years or until the happening of the event described in Section 3.3(c)(i), whichever is shorter. If such director's term expires prior to the happening of the event described in Section 3.3(c)(i), a successor shall be elected for a like term.

(c) ***Directors After the Founder Control Period.***

(i) Within 30 days after termination of the Founder Control Period, the Board shall be increased to five directors and the President shall call for an election by which the Parcel Owners shall be entitled to elect five Owner Directors as follows:

- One director shall be elected by Parcel Owners casting votes associated with residential Sub-Units within the Parcels ("**Residential Director**").

- One director shall be elected by Parcel Owners casting votes associated with hotel use on the Parcels ("**Hotel Director**").

- One director shall be selected by the Parcel Owners on which non-profit uses are predominant ("**Non-Profit Director**").

- One director shall be elected by Parcel Owners casting votes associated with (i) Parcels on which the predominant use is office or (ii) Parcels on which the predominant uses is casino/gaming ("**Commercial Director**").

- One director shall be elected by Parcel Owners casting votes associated with retail use within the Parcels ("**Retail Director**").

If a Parcel only has votes under the Charter as an undeveloped Parcel, the Parcel Owner casting votes for such Parcel shall cast votes for the Director based on the predominant land use for which such Parcel has been designated under the Master Plan.

If a Parcel or a portion thereof does not fall within any of the above categories, the Parcel Owner casting votes for such Parcel or portion thereof shall cast votes for the Commercial Director. If no Parcel or portion thereof falls into a category described above, then an additional Commercial Director shall be elected by Parcel Owners entitled to elect the Commercial Director to fill such vacant position.

Notwithstanding the voting provisions set forth elsewhere in the Governing Documents, each Parcel shall be assigned one or two votes for purposes of electing directors, without regard to Equivalent Units, as provided in this paragraph. Each Parcel shall cast a vote for a director based on the predominant use (according to square footage) of the Parcel (*e.g.* if the predominant use of the Parcel is residential, the Parcel's vote shall be cast for the Residential Director). In addition, if retail is not the predominant use of a Parcel, but the Parcel contains more than 10,000 square feet of retail space, then that Parcel will be entitled to cast an additional vote for the Retail Director.

During the Development and Sale Period, the Founder shall initially determine which Parcels, or portions of Parcels, fall into which use categories. The Founder shall make such determination on the intended uses in accordance with the Master Plan or based upon actual use. Thereafter, the Board shall make such determination in the exercise of its reasonable discretion; provided the classification of a Parcel or any portion of a Parcel shall not be changed once established unless there has been a change in use.

(ii) In order to establish staggered terms among the directors, the initial Residential Director, Hotel Director, and Non- Profit Director shall serve until the second annual meeting following their election. The remaining directors initially elected pursuant to subsection (c)(i) shall serve until the third annual meeting following their election. Thereafter, upon expiration of the term of office of each Owner Director, the Parcel Owners entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Owner Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

(iii) Notwithstanding the references to Parcel Owners in Section 3.3(c) above: (A) for each predominant use of a Parcel which is organized as a condominium association, its vote for a director shall be cast by the board of directors of such condominium association, notwithstanding that such condominium association may not be a Parcel Owner, as defined in the Charter; and (B) in the case of a mixed-use Parcel where the retail use is entitled to a vote in addition to the vote assigned to the predominant use of the Parcel, the vote for the retail use shall be cast by the owner of the retail space within the Parcel rather than the Parcel Owner, if different. If there is more than one retail owner within the Parcel, the retail vote shall be cast by the Parcel Owner of the Par-

cel based upon a polling of the retail Sub-Unit Owners within the Parcel.

The Persons entitled to cast votes for particular use categories are generally referred to in these By-Laws as "**Electors**"

3.4. Nomination and Election Procedures.

(a) ***Nomination of Candidates.*** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by a vote of the Electors.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. The Nominating Committee, if any, shall consist of at least three Persons, including a chairman, who shall be a Board member, and two or more Electors or representatives of Electors.

In preparation for each election, the Nominating Committee, if created, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Electors at such election. The Nominating Committee shall nominate separate slates for the directors to be elected from particular uses within Symphony Park. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Electors and to solicit votes.

(b) ***Election Procedures.*** At each election, voting shall be by written ballot cast by mail, facsimile transmission, electronic mail, or at a meeting, as the Board determines, or by any other method permitted by Nevada law. Each Elector may cast the vote assigned to its Parcel for each position to be filled from any slate of candidates on which such Elector is entitled to vote. Under no circumstances shall cumulative voting be permitted in any election of directors.

3.5. Removal of Directors and Vacancies.

Any Owner Director may be removed, with or without cause, by the vote of the Electors holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Electors, the Electors entitled to elect the removed director shall elect a successor for the remainder of the term of such director.

To the extent permitted under the Act, at any meeting at which a quorum is present, a majority of the directors may remove any Owner Director who (a) has three consecutive unexcused absences from Board meetings; (b) is more than 30 days delinquent (or represents a Parcel which is so delinquent) in the payment of any assessment or other charge due the Association; or (c) fails to cure a violation of the Governing Documents pertaining to the property within Symphony Park that he or she owns or occupies after being given notice from the Board or its designee and a reasonable opportunity to cure such violation. The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of an Owner Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Electors entitled to fill such directorship shall elect a successor for the remainder of the term.

This Section shall not apply to directors the Founder appoints. The Founder shall appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Founder.

B. Meetings.

3.6. Organizational Meetings.

The Board shall hold an organizational meeting within 30 days following each annual Association meeting at such time and place as the Board shall fix for the purpose of electing officers and providing for such other organizational functions as deemed appropriate.

3.7. Regular Meetings.

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

3.8. Special Meetings.

The Board shall hold special meetings when called by written notice the President, Vice President, or any two directors sign.

3.9. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, the items on the agenda for such meeting. The notice also shall state the right of any Parcel Owner to: (i) be provided a copy of the minutes of the meeting upon request and, if the Board requires, upon payment of the cost of providing the copy; and (ii) speak to the Board, unless the Board is in executive session. The meeting agenda shall include the items required under Section 116.31083 of the Act. Except in an emergency, at any meeting, the Board may act only on items included in the agenda.

(b) Except in an emergency, the Board shall notify the Parcel Owners and the directors of each Board meeting at least 14 days before the date of the meeting by either: (i) mailing notice of the meeting to each Parcel Owner by United States mail; (ii) publication of a schedule of the Board meetings in a newspaper, newsletter, on a community intranet or website, or by similar means that is circulated to each Parcel; or (iii) with the consent of the Parcel Owners by facsimile or electronic mail.

In the event of an emergency, the Association shall cause notice to be sent in the manner provided under Section 116.31083(3) of the Act.

(c) Transactions at any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Telephonic Participation in Meetings.

Members of the Board or any committee the Board designates may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

3.11. Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the

directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Nevada law, these By-Laws, or the Charter specifically provide otherwise. Directors shall not vote by proxy nor shall a director's proxy be considered for the purpose of establishing a quorum. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.

3.12. Conduct of Meetings.

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association's records.

3.13. Open Meetings; Executive Session.

(a) Subject to the provisions of subsection 3.13(b) and Section 3.14, all Board meetings shall be open to all Parcel Owners and Electors, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to the extent permitted by Nevada law. The Board shall meet in executive session if requested by a Person who may be subject to a fine, penalty, or other form of discipline, and such Person shall be entitled to attend such executive session. The President may adjourn any Board meeting and reconvene in executive session for any purpose permitted under Section 116.31085 of the Act.

3.14. Action Without a Formal Meeting.

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if the directors sign a written consent, setting forth the action so taken and with the number of signatures required by applicable law. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.15. Powers.

The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Nevada law require to be done and exercised by the membership.

3.16. Duties.

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Parcel Owner's share of the Common Expenses and any Service Area Expenses;

(b) levying and collecting such assessments from the Parcel Owners and other Persons responsible for paying shared expenses pursuant to any agreement or recorded covenant;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common

Responsibility consistent with the Community-Wide Standard;

(d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on the Association's behalf and in the Association's name in a bank depository which it shall approve and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(f) making and amending Rules in accordance with the Charter;

(g) opening bank accounts on the Association's behalf and in the Association's name and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Parcel Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Charter;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(l) keeping a detailed accounting of the Association's receipts and expenditures;

(m) making available to any prospective purchaser of a Parcel, any Parcel Owner, and the holders, insurers, and guarantors of any Mortgage on any Parcel, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 7.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Community; and

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Nevada law, the Articles and these By-Laws.

3.17. Conflicts of Interest; Code of Ethics.

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Association or any Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members.

Notwithstanding the above, directors appointed by the Founder may be employed by or otherwise transact business with the Founder or its affiliate, and the Founder may transact business with the Association or its contractors.

The Board may create and adopt a written "Code of Ethics" applicable to all directors and officers. The Code of Ethics shall incorporate the above standards and other conduct rules it deems

appropriate. At a minimum, the Code of Ethics shall require each officer and director to conduct himself or herself in a manner consistent with the Board Standards described in Section 6.1. Each officer and director, as a pre-condition to service, shall acknowledge and agree, in writing, to abide by the Code of Ethics.

Chapter 4
Officers

4.1. Officers.

The Association's officers shall include a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Vice President.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Parcel Owners, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose as long as such duties are not inconsistent with these By-Laws.

(a) *President.* The President shall be the Association's chief executive officer. The President (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Nevada; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

(b) *Secretary.* The Secretary (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Parcel Owners for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

(c) *Treasurer.* The Treasurer shall have primary responsibility for preparing the budget as provided for in the Charter and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Treasurer (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all duties incident to the office of Treasurer.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

Chapter 5

Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three but no more than five Persons who shall not be officers, directors, or employees of the Association, or the spouse, parent, sibling, or child of any officer, director, or employee. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Chapter 8 of these By-Laws. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

5.3. Service Area Committees.

The Parcel Owners within any Service Area, if any, which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Association provide to the Service Area, over and above those services which the Association provides to all Parcels in Symphony Park. A Service Area Committee, if elected, shall consist of no more than three representatives of the property within the Service Area.

Elections of Service Area Committees may be held by written ballot sent to all Parcel Owners of Parcels within the Service Area, or at a meeting of the Parcel Owners within the Service Area, as the Board determines. The Board or any Parcel Owner of a Parcel in the Service Area may nominate candidates for election to the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected.

Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an ex officio member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Meetings of a Service Area Committee shall be open to all Owners of Parcels in the Service Area and their representatives.

Chapter 6

Standards of Conduct; Liability and Indemnification

6.1. Standards for Directors and Officers.

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

In performing their duties, directors and officers shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under Nevada law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the Association and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Nevada law.

6.2. Liability.

(a) A director shall not be personally liable to the Association, any Parcel Owner, or any other Person for any action taken or not taken as a director if the director has acted in accordance with Section 6.1.

(b) Pursuant to the business judgment rule, a director also shall not be personally liable for any action taken or not taken as a director if the director:

(i) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(ii) affirmatively undertakes to make decisions which he or she reasonably believes are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;

(iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he or she has a conflict of interest (beyond that which all directors have by virtue of their ownership or occupancy of property within Symphony Park); and

(iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

(c) The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be owners of property within Symphony Park).

6.3. Indemnification.

Subject to the limitations of Nevada law, the Association shall indemnify, defend, and hold harmless every officer, director, and committee member for, from, and against all damages and

expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Nevada law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Association;

(ii) intentional misconduct or knowing violation of the law;

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.4. Advancement of Expenses.

In accordance with the procedures and subject to the conditions and limitations set forth in the Nevada Revised Nonprofit Corporation Act, NRS §82.006, *et. seq.*, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

Chapter 7

Management and Accounting

7.1. Compensation of Directors and Officers.

The Association shall not compensate directors and officers for acting as such unless Parcel Owners representing a majority of the total votes in the Association approve such compensation at an Association meeting. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

7.2. Managing Agent.

The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Founder as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Board meetings.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest which it may have in any firm providing goods or services to the Association.

7.3. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles; and

(ii) the Association's cash accounts shall not be commingled with any other accounts.

(b) Commencing at the end of the first quarter following the year in which the first Parcel is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Parcel Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for review by Parcel Owners within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

7.4. Borrowing.

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Parcel Owner approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

7.5. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, within and outside Symphony Park. The Board shall consent to any common management agreement.

7.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

Chapter 8

Enforcement Procedures

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) the alleged violator shall have 10 days to present a written request for a hearing to the Board or the Covenants Committee (if one has been appointed pursuant to Chapter 5), and (d) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within 14 days of the notice; provided, prior to imposing a fine against a Parcel Owner, the Board shall schedule and hold a hearing, to the extent required in accordance with Section 116.31031 of the Act, and the Parcel Owner against whom the fine will be imposed shall be provided a reasonable opportunity to prepare for and be present at such hearing.

The alleged violator shall respond to the notice of the alleged violation in writing within such 14-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such 14-day period the Board may, but shall not be obligated to, waive the sanction.

Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Governing Documents by any Person. Except in the event of the imposition of a fine, in which case the Board shall schedule and hold a hearing to the extent required in accordance with Section 116.31031 of the Act, if a timely request for a hearing is not made, the sanction stated in the notice may be imposed without a hearing; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period.

Prior to the effectiveness of sanctions imposed pursuant to this Chapter, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

Notwithstanding the above, prior to imposing a fine, the Board shall provide the alleged violator with such notice of the existence of the Governing Document provision and the alleged violation as is required under Section 116.31031(2) of the Act.

8.2. Hearing.

If a hearing is requested within the allotted 14-day period or if a hearing is otherwise required under Section 116.31031 of the Act, the hearing shall be held in executive session before the Covenants Committee or, if no Covenants Committee has been appointed, before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes

of the meetings of the Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (*i.e.*, the Board's or Committee's decision) and the sanction, if any, to be imposed.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

8.3. Appeal.

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 14 days after the hearing date.

Chapter 9

Miscellaneous

9.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Nevada law or the Governing Documents.

9.3. Conflicts.

If there are conflicts among the provisions of Nevada law, the Articles of Incorporation, the Charter, and these By-Laws, the provisions of Nevada law, the Charter, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

9.4. Books and Records.

(a) *Turnover of Books and Records.* Within 60 days after termination of the Founder Control Period, the Founder shall deliver to the Association all property, books and records of the Association.

(b) *Inspection by Members and Mortgagees.* The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Parcel, any Parcel Owner, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Parcel: the Governing Documents, the membership register, books of account, the minutes of meetings of the Parcel Owners, the Board, and committees, and any other records as required by Nevada law. The Board shall provide for such inspection to take place within 10 business days after receipt of a written request for access at the Association's office or at such other place within Symphony Park as the Board shall designate.

(c) *Rules for Inspection.* The Board shall establish rules with respect to:

(i) the frequency and manner of inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing documents requested.

(d) *Inspection by Directors.* Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

9.5. Notices.

(a) *Form of Notice and Method of Delivery.* Except as otherwise provided in the Charter or these By-Laws or by law, all notices, demands, bills, statements, or other communications under the Charter or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by

facsimile or electronic mail with written confirmation of transmission.

(b) ***Delivery Address.*** Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Parcel Owner, at the address, telephone facsimile number, or e-mail address which the Parcel Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Parcel of such Owner;

(ii) if to a Parcel Association, the Parcel Association's board of directors, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Parcel Association or its managing agent, or at such other address as the Parcel Association shall designate by notice in writing to the Parcel Owners pursuant to this Section;

(iii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Parcel Owners pursuant to this Section; or

(iv) if to the Founder, at the Founder's principal address as it appears on the Secretary of State's records, or at such other address as the Founder shall designate by notice in writing to the Association pursuant to this Section.

(c) ***Effective Date.*** Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

9.6. Amendment.

(a) ***By Founder.*** Until termination of the Founder Control Period, the Founder may unilaterally amend these By-Laws for any purpose; provided, no amendment that would adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owner shall consent in writing; and provided, further, no unilateral amendment by the Founder may materially adversely effect the substantive rights of Parcel Owners who are the owners of more than 10% of the total acreage comprising the Parcels.

(b) ***By the Board.*** The Board may unilaterally amend these By-Laws if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Parcels; (iii) to satisfy the requirements of any local, state, or federal governmental agency; or (iv) as necessary to clarify or correct technical, typographical, or scrivener's errors. However, no amendment under this paragraph that would adversely affect the title to any Parcel shall be binding upon such Parcel unless the Parcel Owner shall consent in writing.

(c) ***By Parcel Owners.*** Except as otherwise specifically provided above and elsewhere in these By-Laws, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Parcel Owners representing 67% of the total votes in the Association. In addition, during the Development and Sale Period, any such amendment shall also require the Founder's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) ***Validity and Effective Date of Amendments.*** Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of Founder or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

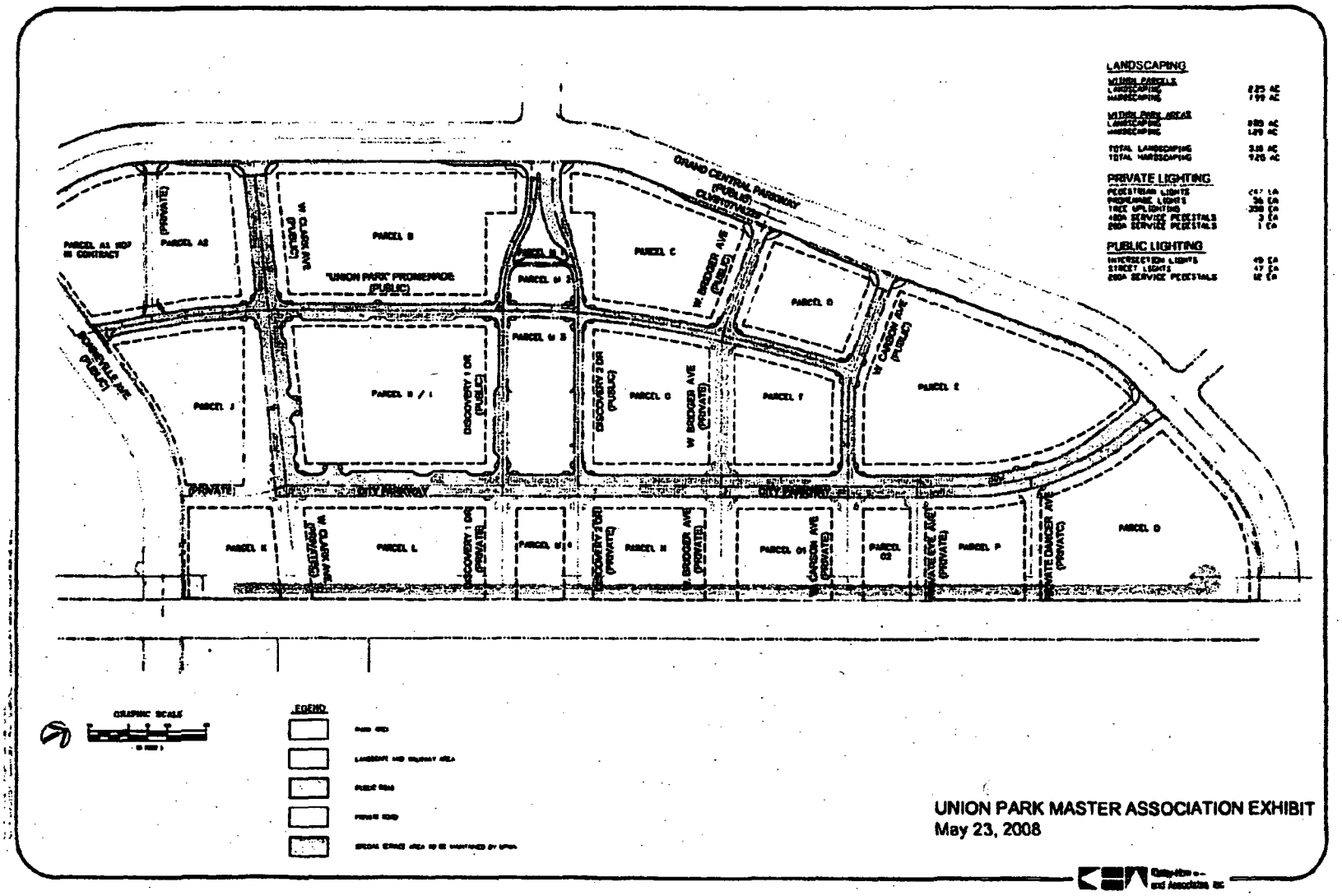
That I am the duly elected and acting Secretary of Symphony Park Master Association, Inc., a Nevada nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 20__.

_____[SEAL]
Secretary

Exhibit F Perimeter Areas



UNION PARK MASTER ASSOCIATION EXHIBIT
May 23, 2008

EXHIBIT "G"

Retail Use Allocation Schedule

Symphony Park Master Association
Retail Uses by Location

This schedule is to create certain retail zones within Symphony Park in an effort to spread pedestrian and vehicular traffic around the community and to limit certain retail uses to certain zones. To petition a prohibited use in a particular location, an application must be made to, and approved by, the Symphony Park Masters Association (UPMA). This document only regulates retail uses for businesses with store fronts that have direct street access within Symphony Park and/or display windows that front on Symphony Park Streets. It is not the intent of this document to restrict retail within enclosed malls, office buildings, or hotels where the entrance to multiple vendors is through a common entrance and such businesses also do not have display windows on Symphony Park Streets.

The recommended minimum but not mandatory operating hours of street level retail shops are 10:00 a.m. until 6:00 p.m. Various retail uses may open earlier or later or stay open later than the recommended times and may close during holidays. Street level retail uses are encouraged to stay open during UMPA special events. All street level retail and commercial uses are required to post hours of operation in their street frontage window or door.

Medical District *(Blocks A1, A2, J, K, and the portion of blocks B, H/I, & L that front along W. Clark)*

Merchandising Goal: To provide retail goods and services for the daytime population while encouraging an after work / late night atmosphere.

Desired Uses:

- **Cafes***
- **Restaurants***
- **Supper Clubs***
- **Coffee Shop***
- **Brew Pubs**
- **Urban Lounges**
- **Taverns**
- **Office Services / Mailbox Services**
- **Office Supply Retail**
- **Drug Stores / Prescription Services**
- **Storefront professional services that have a retail component visible from the street (eg. Optician, Day Spa, Beauty Salon, etc.)**
- **Banks**
- **Convenience Markets up to 5000 square feet**
- **Museums**
- **Music related goods and services (only on block H/I)**
- **Theaters**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Clark/Promenade intersection.**

Prohibited Uses:

- **Professional Storefronts without retail services**
- **Designers/Interior Decorators**

- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Soft Good Retailers**
  - **Men / Women Clothing**
  - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers (unless part of a Day Spa)**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Personal Care Retail (unless part of a Beauty Salon)**
- **Wine Bar (not to be confused with liquor service in a restaurant)**
- **Wine Shops**
- **Grocery Stores over 5000 square feet**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

Promenade ***(Areas Fronting on Promenade at Blocks B, H/I)***

Merchandising Goal: To provide uses catering to the residents and their Symphony Park Home, while attracting customers from the World Market Center and to create an arts & design related district

Desired Uses:

- **Art Galleries**
- **Coffee House***
- **Café***
- **Museum (only on block H/I)**
- **Designers/Interior Decorators**
- **Upscale Antiques**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Book Stores**
- **Music related goods and services**
- **Performing Arts Center Gift Shop (only on block H/I)**

***Due to parking limitations on Block H/I, it is recommended that no more than one of restaurant, supper club, café, or coffee house be incorporated into the leasing program for this block.**

Prohibited Uses:

- **Professional offices/Services**
- **Financial Services or Banks**
- **Soft Good Retailers**
  - **Men / Women Clothing**
  - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Stand alone Jewelry Store**
- **Eyeglass or Sunglass stores**

- **Personal Care Retail**
- **Liquor Stores and/or Wine Shops**
- **Day Spas**
- **Beauty Salons**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Convenience Markets**
- **Theaters**
- **Night Clubs**
- **Nail Salons**
- **Items specifically prohibited per UPMA Charter**

Promenade ***(Blocks C, D, F, & G)***

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House**
- **Restaurants* / supper clubs* / Café***
- **Wine bar**
- **Wine Shops and Fine Spirits**
- **Tobacco Sales and Consumption**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Movie Theaters**

- **Night clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

***To the extent possible, restaurants, cafes, and supper clubs should be located at the West Bridger/Promenade Intersection.**

Grand Central Gateway *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M1)*

Merchandising Goal: To provide a signature entrance into Symphony Park from Grand Central Parkway

Desired Uses:

- **Iconic Restaurant**
- **Museum**
- **Gallery**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **National high-end specialty retailer**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA Charter**

Grand Central Gateway Extension *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage.

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women Clothing**
  - **Men / Women Shoes**
- **Specialty Stationery**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / supper clubs**
- **Wine bar**
- **Wine Shops**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**

- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Theaters**
- **Night Clubs**
- **Items specifically prohibited per UPMA Charter**

Discovery Avenue *(Portions of Blocks B, C along Discovery Avenue adjacent to Parcel M2 and Portions of Blocks G, H/I along Discovery Avenue adjacent to Parcel M3)*

Merchandising Goal: To create a major retail destination by attracting an eclectic mix of specialty soft goods retailers and food & beverage and services and specialty retail

Desired Uses:

- **Soft Good Retailers**
  - **Men / Women/Children's Clothing**
  - **Men / Women/Children's Shoes**
- **Specialty Stationery**
- **Specialty Foods (Non Supermarket)**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Jewelry**
- **Personal Care Retail**
- **Coffee House / Café**
- **Restaurants / Supper clubs / Hotel Lobby Bar**
- **Wine Shops and Fine Spirits**
- **Day Spa or Beauty Salon**
- **Hotel**
- **Lounges and Taverns**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants**
- **Taverns**
- **Movie Theaters**
- **Night Clubs**
- **Professional Storefronts except with a day spa**
- **Grocery Stores over 5,000 square feet**
- **Convenience Stores unless connected to a hotel**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services unless connected to a hotel**
- **Office Supply Retail unless connected to a hotel**
- **Pet Stores**
- **Drug Stores with Prescription Services**
- **Items specifically prohibited per UPMA Charter**

Symphony Park *(Blocks M2, M3)*

Merchandising Goal: To provide a casual setting with the use of small kiosks for guests at the Park to enjoy food and beverage.

Permitted Uses*:

- **Coffee/Tea**
- **Wine & Cheese Bar**
- **Ice Cream**
- **Chocolate**
- **Quick Service Food which require very limited on-site prep such as bagels, sandwiches, salads**

Prohibited Uses:

- **Any other use than permitted above**
- **Items specifically prohibited per UPMA**

***Such permitted uses will only be allowed in designated kiosks and/or from mobile vendor carts as may be allowed per the rules and regulations of Symphony Park.**

City Parkway *(Blocks H/I, F, G, L, N, O1, O2)*

Merchandising Goal: To provide daily goods and services to the residents and employees at Symphony Park

Desired Uses:

- **Grocery Store (east side of street only)**
- **Drug Store (east side of street only)**
- **Dry Cleaners**
- **Nail Salon**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Banks**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Restaurants / Supper Clubs / Taverns**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Department Stores**
- **Discount Stores**
- **Movie Theaters**
- **Night Clubs unless connected to a hotel**
- **Items specifically prohibited per UPMA Charter**

Casino District *(Blocks P,Q)*

Merchandising Goal: To provide nighttime and entertainment uses expected in Las Vegas

Desired Uses:

- **Taverns**
- **Supper Clubs**
- **Casino**
- **Restaurants**
- **Theatres**
- **Night Clubs**
- **Hotel related retail**
- **High-end Department Store (not discount such as Kohl's, Target, Wal-Mart, etc.)**

Prohibited Uses:

- **Discount Stores (eg. 99 cent stores, etc.)**
- **Liquor Stores**
- **Fast Food Restaurants**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Office services/Mailbox Services**
- **Office Supply Retail**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Upscale Antiques and/or Collectibles**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center ***(Block E - Promenade)***

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Retail Jewelry**
- **Upscale collectibles**
- **Galleries**
- **Banks**
- **Investment Brokerage**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**

- **Liquor Stores other than wine shops and fine spirits**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**
- **Professional Storefronts**
- **Grocery Stores**
- **Convenience Stores**
- **Dry Cleaners**
- **Nail Salons (unless part of a Day Spa or Beauty Salon)**
- **Pet Stores**
- **Drug Stores / Prescription Services**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Retail Electronics and Computers**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

World Jewelry Center *(Block E - City Parkway)*

Merchandising Goal: To provide retail goods and services consistent with

Desired Uses:

- **Restaurants / Supper Clubs / Cafe**
- **Fast food and quick service restaurants (within Plaza frontage only)**
- **Banks**
- **Investment Brokerage**
- **Convenience Stores**
- **Dry Cleaners**
- **Drug Stores / Prescription Services**
- **Nail Salons**
- **High-end Department Stores (not discount such as Kohl's, Target, Wal-Mart, etc.)**
- **Health & Beauty**
- **Professional Services**
- **Retail Electronics and Cellular services**
- **Mail Services**
- **Book Store**
- **Video Rental**
- **Pet Store**
- **Bakery**
- **Butcher**
- **Luncheonettes / Delicatessen**
- **Coffee House / Cafe**
- **Liquor Store**

Prohibited Uses:

- **Discount Department Stores (eg. Kohls, Target, Wal-Mart, etc.)**
- **Discount Stores (eg. 99 cent stores, etc.)**
- **Fast Food, Quick Service, and or Formula Restaurants (unless within Plaza frontage)**

- **Grocery Stores**
- **Pet Stores**
- **Designers/Interior Decorators**
- **Retail Furniture**
- **Home Furnishings and Accessories**
- **Bath Body Retailers**
- **Gift Stores**
- **Sunglasses**
- **Personal Care Retail (unless part of a Day Spa or Beauty Salon)**
- **Items specifically prohibited per UPMA Charter**

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
UNION PARK MASTER ASSOCIATION, INC.

Article 1. NAME OF CORPORATION: The name of the corporation is Union Park Master Association, Inc. (the "Association").

Article 2. APPLICABLE STATUTE: The Association is a nonprofit corporation organized pursuant to the provisions of Title 7, Chapter 82, Nevada Revised Statutes.

Article 3. REGISTERED AGENT: The name of the Association's registered agent is Rosenfeld Resident Agent Corporation. The registered agent's office for service of process is located at 6725 Via Austi Parkway, Suite 200, Las Vegas, Nevada 89119.

Article 4. INCORPORATOR: The name and address of the incorporator are as follows:

Matthew Kesting
6725 Via Austi Parkway, Suite 200
Las Vegas, Nevada 89119

Article 5. PRINCIPAL OFFICE: The principal office of the Association is located in Clark County at 2300 West Sahara Avenue, Suite 750, Las Vegas, Nevada 89102.

Article 6. DEFINITIONS: All capitalized terms used herein that are not otherwise defined shall have the same meaning as set forth in the Community Charter for Union Park ("Charter"), recorded or to be recorded by **[UNION PARK FOUNDER ENTITY]**, a Nevada _____, in the official public records of Clark County, Nevada.

Article 7. MEMBERSHIP: The Association will have Members. The Association shall be a membership corporation without certificates or shares of stock. Each Person who is the Parcel Owner of a Parcel subject to the Charter is a Member and shall be entitled to vote as set forth herein and in the Charter and the By-Laws.

Article 8. PURPOSES AND POWERS: The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

(a) By way of explanation and not by way of limitation, the purposes for which it is formed are:

(i) to be and constitute the unit owners association for the planned community now or hereafter created by the recording of the Charter, and to perform all obligations and duties and exercise all rights and powers of the Association under the Charter, the By-Laws, these Articles, and Nevada law; and

(ii) to provide an entity for the furtherance of the interests of the Parcel Owners of real property subject to the Charter.

(b) In furtherance of its purposes, the Association shall have all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Nevada in effect from time to time including all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Charter. Except as otherwise specified in the Charter or By-Laws, all such powers may be exercised by the Board of Directors.

Article 9. BOARD OF DIRECTORS: The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors. The initial Board shall consist of three directors.

The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

Name	Address
Samuel K. Gladstein	2300 West Sahara Avenue, Suite 750, Las Vegas Nevada 89102
John Bohn	2300 West Sahara Avenue, Suite 750, Las Vegas Nevada 89102
Nancy Higgins	2300 West Sahara Avenue, Suite 750, Las Vegas Nevada 89102

The number of directors; method of election, removal, and filling of vacancies on the Board of Directors; and the term of office of directors shall be as set forth in the By-Laws, the provisions relating to which, as may be amended as provided in the By-Laws, are incorporated herein by this reference. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

Article 10. INDEMNIFICATION OF DIRECTORS AND OFFICERS; LIABILITY: To the extent consistent with, and subject to limitations provided under, Nevada law as it exists on the date hereof or as it may hereafter be amended, the Association shall indemnify its officers and directors as required by the Charter and By-Laws. No amendment to or repeal of this article shall

apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Pursuant to N.R.S. §82.221, no director, officer, Member, or other possessor of the corporate powers of the Association shall be liable to the Association, its Members, or any other person or entity for any type of damages for any act or omission arising out of a breach of the duty of care or other duty regarding the management or operation of the Association, unless the act or omission involves intentional misconduct, fraud, or a knowing violation of the law.

To the extent permitted by law, the private property of each and every Member, officer, and director of the Association real or personal, tangible or intangible, now owned or hereafter acquired by any of them, is and shall be forever exempt from all debts and obligations of the Association of any kind whatsoever.

Article 11. DURATION: The Association shall have perpetual duration.

Article 12. MERGER AND CONSOLIDATION: The Association may merge or consolidate only upon a resolution duly adopted by the Board of Directors and the affirmative vote of Parcel Owners representing not less than 80% of the total votes in the Association. During the Development and Sale Period, the consent of the Founder shall also be required for any merger or consolidation.

Article 13. DISSOLUTION: The Association may be dissolved only upon a resolution setting forth a plan of dissolution duly adopted by the Board of Directors and the affirmative vote of Parcel Owners representing not less than 80% of the total votes in the Association. During the Development and Sale Period, the consent of the Founder shall also be required to dissolve the Association. The plan of dissolution shall provide that all liabilities and obligations of the corporation be paid and discharged, or adequate provisions be made therefor, and that the remainder of the corporation's assets be distributed as follows: (a) assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; and (b) other assets, if any, shall be distributed as provided in the plan of dissolution.

In the event of dissolution, liquidation, or winding up of the Association, subject to the Charter, the Association's assets shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

Article 14. AMENDMENTS: Except as provided in this paragraph, these Articles may be amended only upon a resolution duly adopted by the Board and the affirmative vote or written consent of Parcel Owners representing not less than 66% of the total votes in the

Association. During the Development and Sale Period, the consent of the Founder shall also be required for any amendment. No amendment may be in conflict with the Charter, and no amendment shall be effective to impair or dilute any rights of Members that are governed by such Charter.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this the ____ day of _____, 200_.

_____
Samuel Gladstein, President

CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

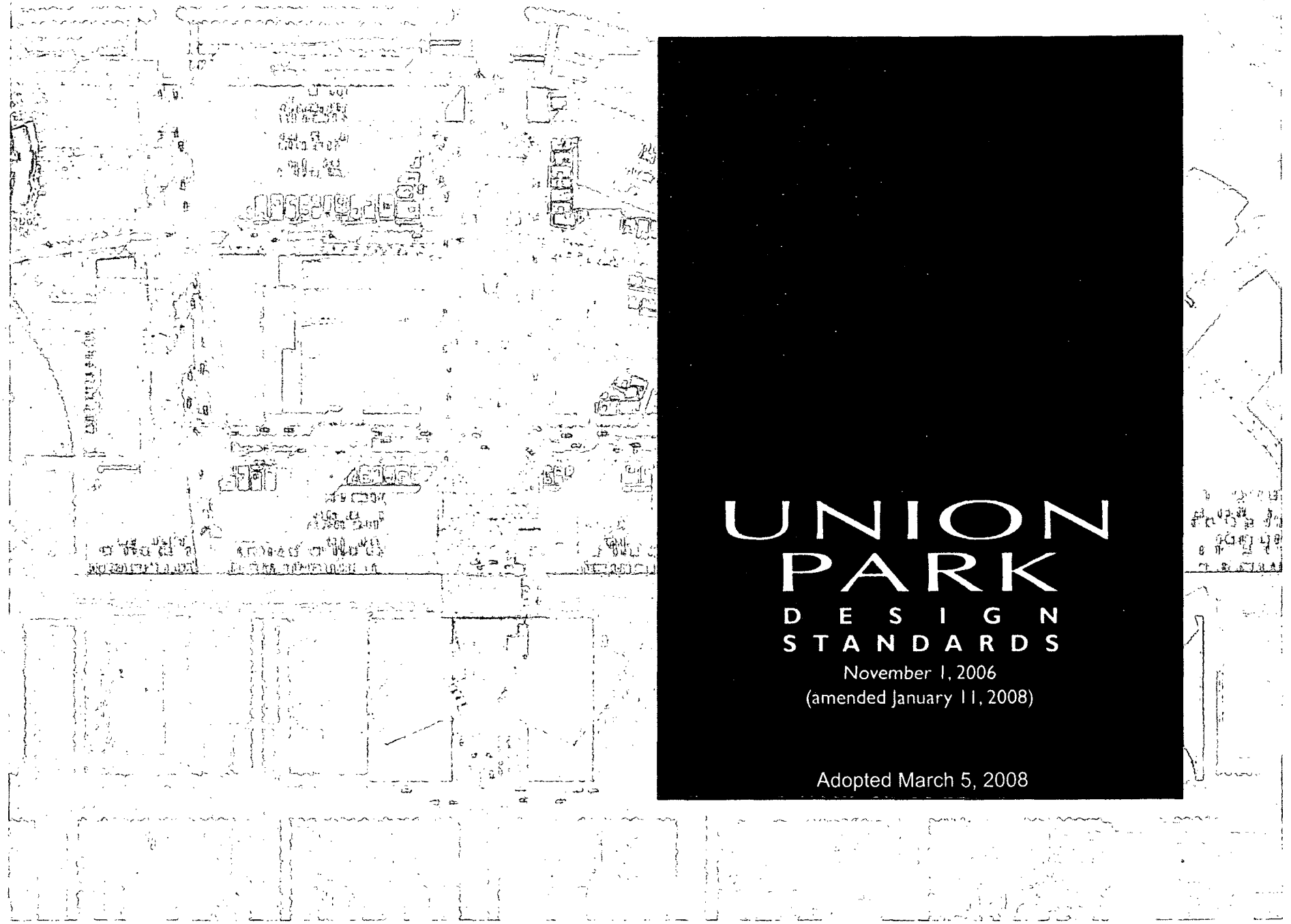
I hereby accept appointment as Registered Agent for the above-named corporation.

_____

By: _____

By:_____
Print Name:_____

Date_____

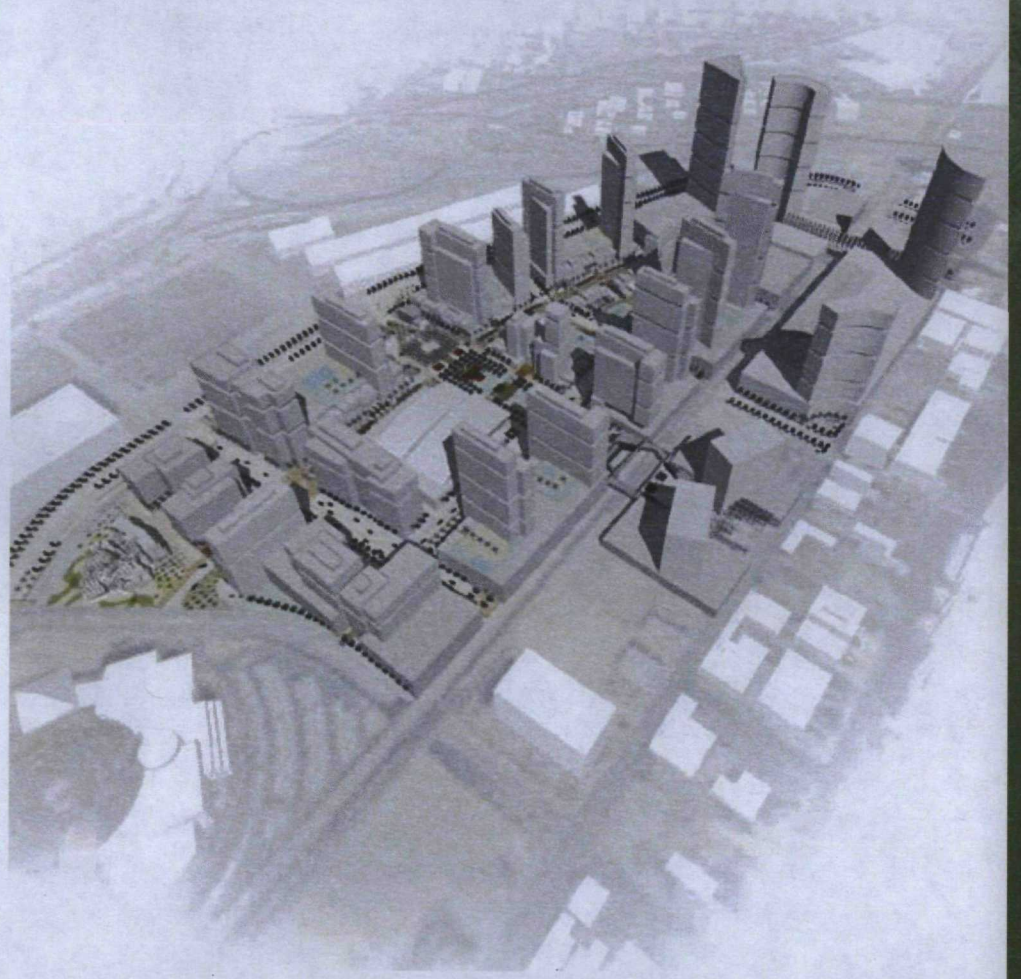


UNION PARK

DESIGN STANDARDS

November 1, 2006
(amended January 11, 2008)

Adopted March 5, 2008



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In 2000, the City of Las Vegas launched a re-urbanization plan for Downtown, looking ahead to a Downtown renaissance by 2020. Population increases have fueled a demand for denser infill housing and urban living near Downtown. The 61 acre Union Park parcel is a critical element in the City's renaissance plan. Union Park will be a new urban environment for the Downtown area, a walkable downtown village with a compelling identity, appealing landscaped environments and a variety of entertainment and dining choices.

Creation of Urban Density The plan focuses on maximizing density rather than limiting it, to generate the multiplicity of activities and urban excitement that will make Union Park memorable.

To generate the high density that creates a mixed use urban district, every block must be developed efficiently and densely to achieve the critical mass of residents and visitors that will make it an exciting urban district. The expectations at buildout for land uses in Union Park include the following:

- *Diversity of residential building types including low rise town houses and high rise apartments, enough to create an urban village*
- *Medical and general office space creating an employment center in Union Park*
- *A critical mass of destination retail, restaurant and entertainment uses to enliven the urban neighborhood*
- *A choice of business, boutique and entertainment-related hotels for visitors*
- *A world-class performing arts center on Symphony Park as a regional draw for Union Park*
- *Parking in each block for each use, serving daytime and evening uses with equal convenience.*

Development Concept To create the exciting urban skyline that is expected, building heights are anticipated to be high. The only limitation on building height is the availability of parking on the parcel or in the immediate area. All off-street parking will be in multi-story structures, some below grade and most above grade. The structures will be wrapped by other uses in most cases except for some instances where they may be exposed.

Development Parcels The 61-acre site is divided into 17 development parcels. The sale parcels consist of all the land behind the back of curb lines on each block. Owner/developers will provide the streetscape of the sidewalks, and all development behind the back-of-curb line, which is also the build-to line referred to later in this booklet. In this way, the sidewalks are all private property, and the moving and parking lanes are public. Public streetscape, landscape, lighting and signage are intended to create visual amenity and durability while protecting land values and the private investment.

The City's Roles The City will build the Union Park streets (between the curb lines) and infrastructure serving each block. The City will also convene a Design Review Committee who will review and approve designs for each project design submittal.

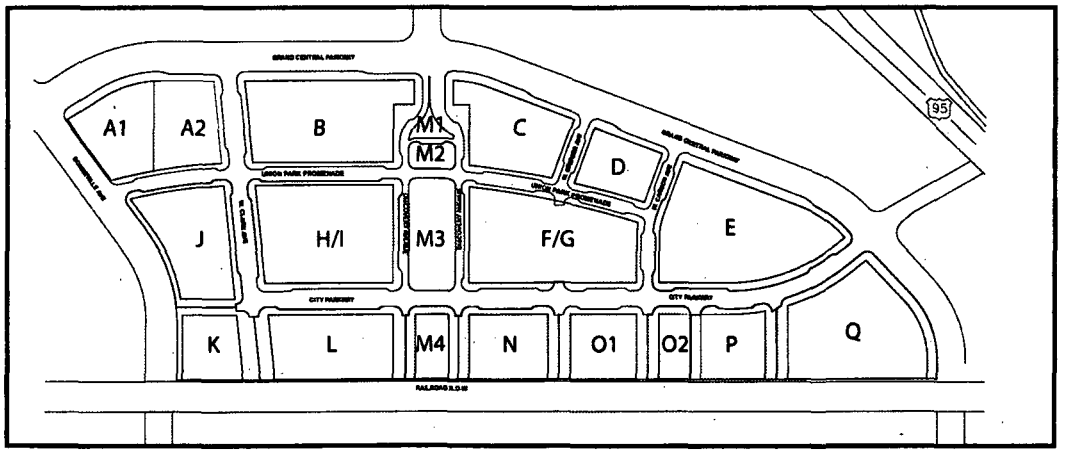
Development Timeline and Process Union Park is a multi-phase project, with projects proceeding on coordinated timetables. Some blocks will be phased so that later phase—more intensive—development will be initiated with structured parking and high rise buildings replacing temporary surface parking.

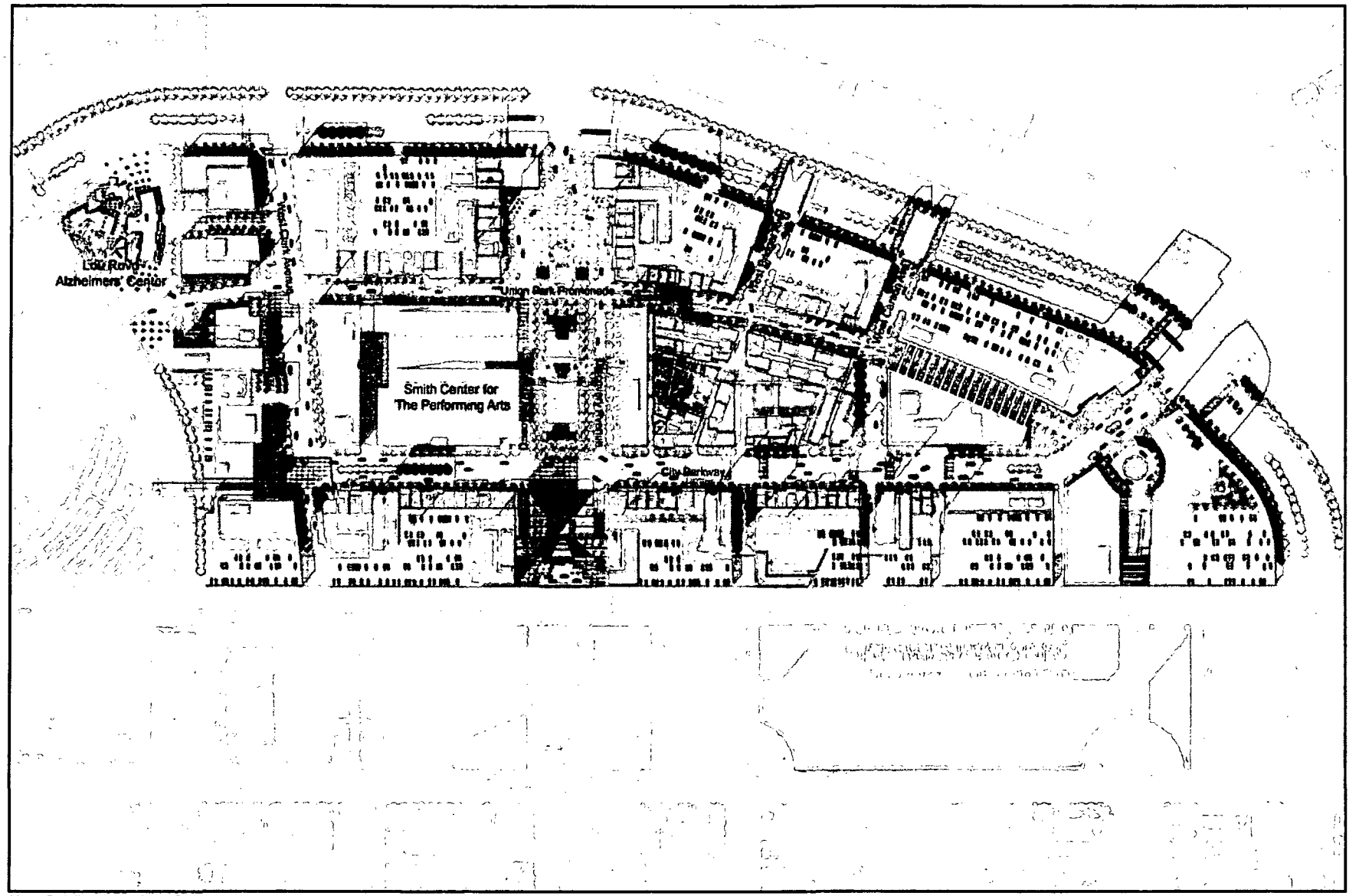
Mixed Use The greater the mix of uses, the more urban the Union Park experience. The high-rise environment provides opportunities for both vertical and horizontal mixed uses.

Critical Housing Density Developers will be expected to create housing densities that are comparable to Chicago, New York or Vancouver, while creating a great number of units closer to the street in liner buildings that create street continuity, and towers that create a distinctive skyline and views.

Environmental Conditions The 61 acre site was formerly owned by the Union Pacific Railroad. Analysis of contaminated soils has been conducted. Maps of this information are available from the City of Las Vegas Office of Business Development and/or Newland Communities.

Entitlements The City will work closely with Union Park developers to entitle each project in a timely manner.





Union Park Illustrative Master Plan

DESIGN STANDARDS

Design Standards are graphic and written principles of design which are to be incorporated into the design of each development block in a project area. In this case, they are an aid to achieving a high level of design excellence at Union Park. The success of Union Park as a place depends upon each developer and designer becoming familiar with all parts of these Design Standards and incorporating them into the designs for each block.

Relationship to Other Documents

These design standards shall apply to all development in the project area. Where these development standards are in conflict with Title 19 of the Las Vegas Municipal Code, the City of Las Vegas 2020 Master Plan, or the standards of the Las Vegas Downtown Centennial Plan, then the more restrictive standard shall apply. Where these design standards are silent on a particular issue, the requirements of Title 19 of the Las Vegas Municipal Code, the City of Las Vegas 2020 Master Plan, or the standards of the Las Vegas Downtown Centennial Plan shall apply.

Design Standard Philosophy

Union Park Design Standards will guide developers and architects through the process of creating a pedestrian-oriented, visually cohesive and economically viable urban community. The Standards promote a clear and consistent process for the development of parcels. While they keep a perspective on the vision, they are also flexible in accommodating a mix of uses while helping to shape a variety of building forms. They do not mandate particular architectural styles or building materials. Instead, the Standards do the following:

- Recognize that Union Park will be built and evolve over time
- Create and maintain a standard of quality that will sustain real estate values
- Promote a cohesive development pattern while allowing for diversity and variety in the design and construction of individual projects
- Assist designers, City Staff, developers and others in making consistent design choices that reinforce the vision.
- Provide clear guidance to the process of Design Review and public approvals.

Each development will be reviewed for compliance with the Design Standards, according to the Design Review process described in the back of this book. This book of Design Standards is organized into four major parts:

SECTION 1

UNION PARK ORIENTATION: a section that orients the project developer and designer to the systems and requirements that affect not only the individual sites but also the site as a whole. Items such as parking and access, site drainage, public open space and solar orientation are covered in this section.

SECTION 2

STREETSCAPE AND OPEN SPACE: this section delineates the major characteristics of all the streets in Union Park, including their cross sections, design themes and streetscape elements. This is important for each developer because it includes design back of the curb line which will be the responsibility of the developer.

SECTION 3

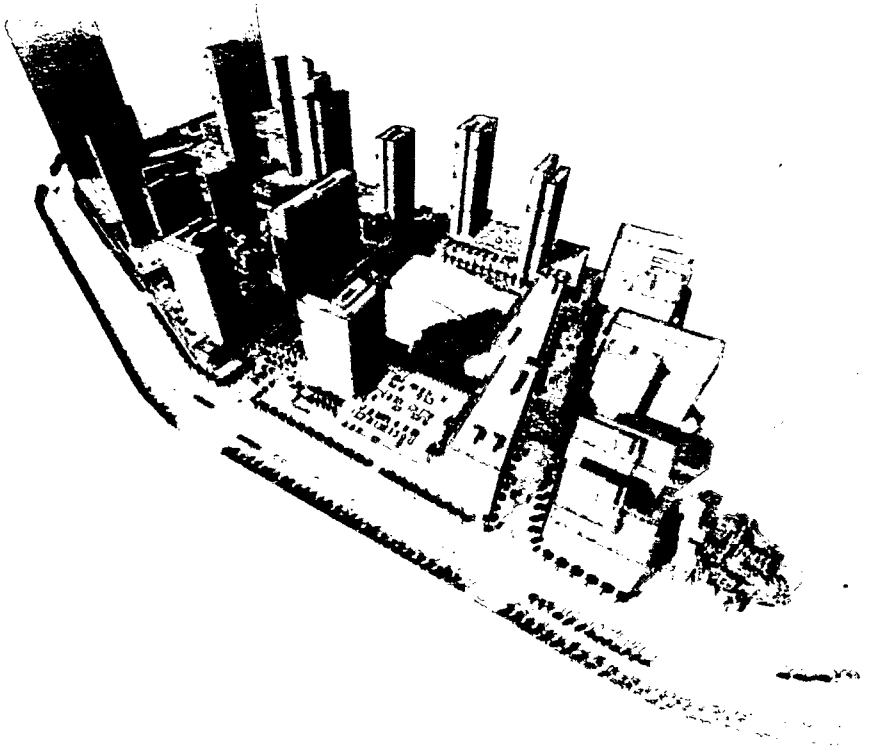
GENERAL SITE AND BUILDING DESIGN STANDARDS: Divided into Intents and Standards, each of the sections covers a different non-geographic feature such as building articulation, signage, site lighting and active building frontages. Each of these contributes to the success of the urban environment by addinga functional and aesthetic note to the overall look and feel of Union Park.

SECTION 4

CHARACTER OF THE BLOCKS: This last section describes allowable and encouraged buildings, setbacks, active frontages, parking access and other parameters of each land parcel (block). Setbacks, open space features, view corridors and other features are displayed so that the designer has a logical starting point for design.

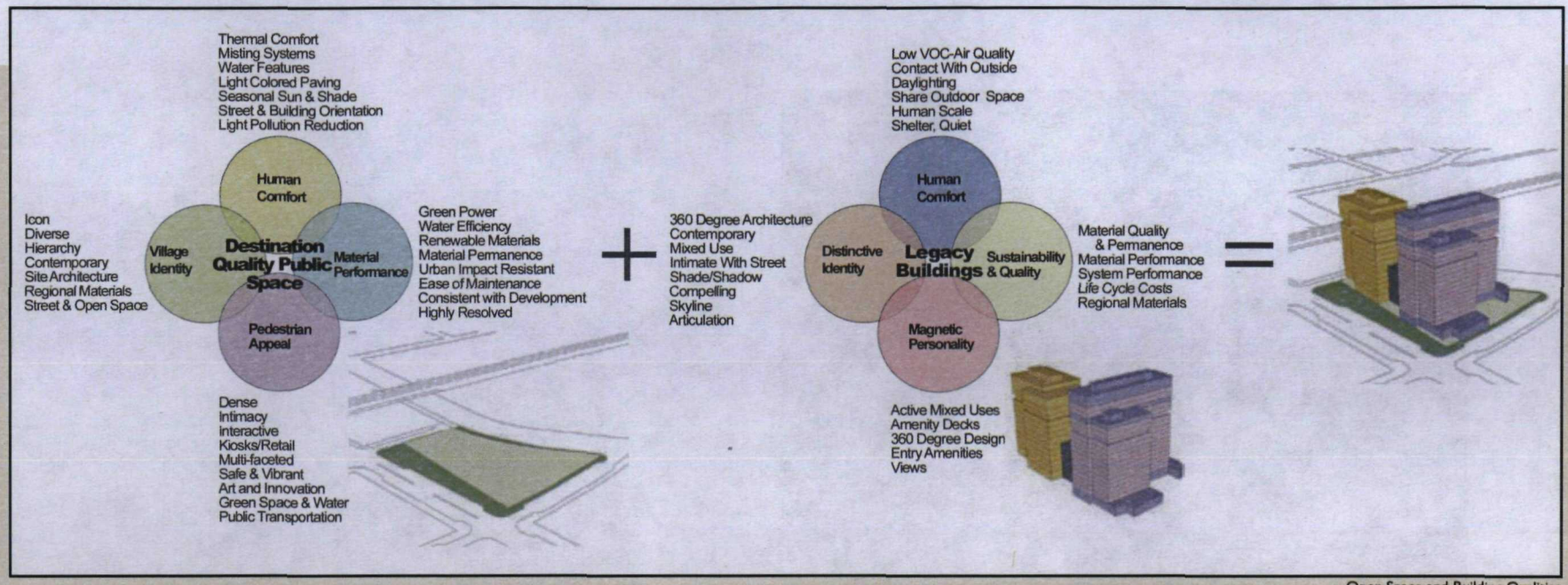
Each Design Standard is organized into a hierarchy of Intents and Standards. The Intent is a statement of the purpose or goal behind each design Standard. In the event that specific language of each Standard is not definitive, the Design Review Committee reserves the discretion of making decisions on the basis of their understanding of the Intent. This interpretation shall govern.

Each principle is either a required or a recommended standard. Required standards are accompanied by the language of "shall do" rather than "should" or "it is encouraged." Recommended standards are suggested components, termed as "should do" or "is encouraged." Overall the quality of Union Park may depend on the developer following most if not all of these optional elements. However, they also provide negotiation points if either the developer or the Design Review Committee wishes to resolve differences of viewpoint on a design. Some sections include "acceptable" standards which describe something that is allowable or desirable.



UNION PARK ORIENTATION

Site-wide urban design features are illustrated in this section. These include street types, parking and service access, storm water management, view corridors, active streets and the pedestrian open space system. Each development block relates to each of these site-wide features in a unique way. By understanding how these systems work and applying this knowledge, each designer will help to create a more successful environment in Union Park.



Open Space and Building Qualities

THE FEATURES OF THE PLAN

The Illustrative Plan demonstrates the key concepts for architectural design to create the high quality urban district that is Union Park. Foremost among these concepts, illustrated on the following pages, are:

Human-Scale Buildings

- A rich, human-scale band of lower building elements at and near the street level.
- Bases of each block enriched with continuous active building faces of retail and restaurant activity on several streets.
- Active uses, awnings, interesting storefronts and signage create an exciting urban environment.

Comfort

- Human comfort and amenity are the major design emphasis of the streets and public open spaces.
- Everything in these spaces should be designed and selected for appropriateness to climate, neighborhood concept and sustainability.

Sustainability

- Environmentally-responsible urban buildings set a high standard

Art Is Integral

- Civic nature of the neighborhood
- Themes of streetscape
- Performing arts
- Well-designed buildings and art pieces
- Integral art in streetscape and architecture

Active Uses at the Build-To Line:

- Pedestrian-oriented environment
- Parking structures are concealed behind residential and commercial building wraps.

Parking

- Simple, predictable system of parking and service entrances
- Vehicle access should be secondary to pedestrian movement.

Building Scales

- Tall towers with articulated shapes
  - Recognizable urban skyline
- Shapes, massing and locations allow views to the mountains and the Strip

Residential Diversity

- A diversity of residential types
  - High rise apartment buildings
  - Mid-rise connecting towers
  - Low-rise townhomes
- Conveniences and attractions make a true urban neighborhood.

Quality Design

- High quality architectural and landscape design
- State-of-the-art environment in a hot desert climate

THE CONTEXT OF UNION PARK

Union Park is in a prime location surrounded by the Las Vegas downtown and numerous development projects. The downtown office core is directly east; the casino center is also across the railroad tracks, with Fremont Street being a center and draw for the entire area. Las Vegas' re-urbanization plan, begun in 2000, is aimed at a Downtown renaissance. The city's population exceeds 550,000 and is expected to reach more than 700,000 by 2020, creating a demand for denser in-fill housing near downtown. Property values have risen accordingly.

Adjacent Development

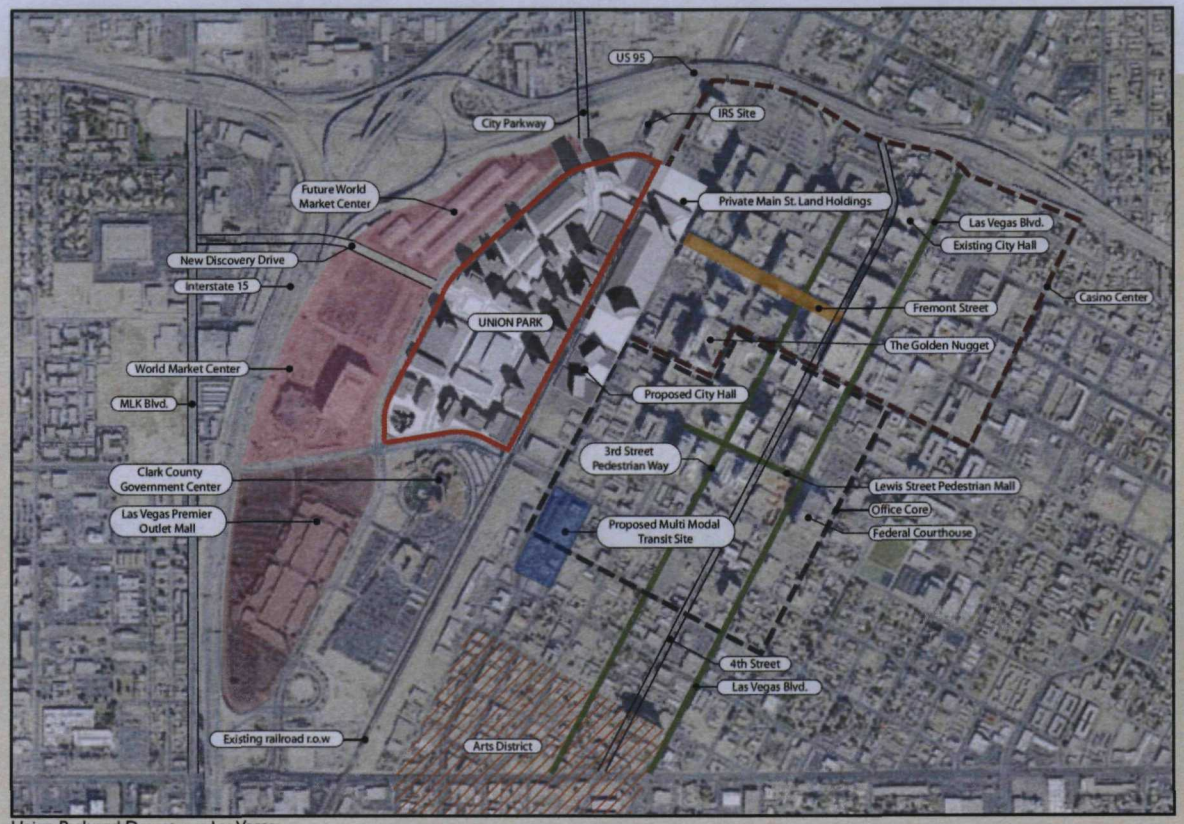
Several development projects are underway or have been completed adjacent to Union Park. Taken together, they represent a wide variety of downtown uses that will create markets for residential units, restaurants, retail shops and office space.

WORLD MARKET CENTER A 1.3 million SF Phase 1 of the wholesale design center, housing a 10 story collection of furniture showrooms, drawing thousands of people to each of its regular conventions. Later phases are planned to increase the showroom area to 12 million SF.

INTERMODAL TRANSIT CENTER Design is underway for the transit center. The facility will be the central regional transportation facility, housing local and express buses, Bus Rapid Transit, a monorail stop and a stop of the future high-speed, inter-city rail system.

LAS VEGAS PREMIUM OUTLET MALL Recently completed, this 435,00 s.f. premium outlet mall west of the Clark County Government Center is already providing a high traffic count of shoppers to the area.

CLARK COUNTY GOVERNMENT CENTER This civic center employs several thousand daytime county and Regional Transportation Commission office workers. A master plan for enlarging the center is being evaluated, including supplementing the on-site parking.



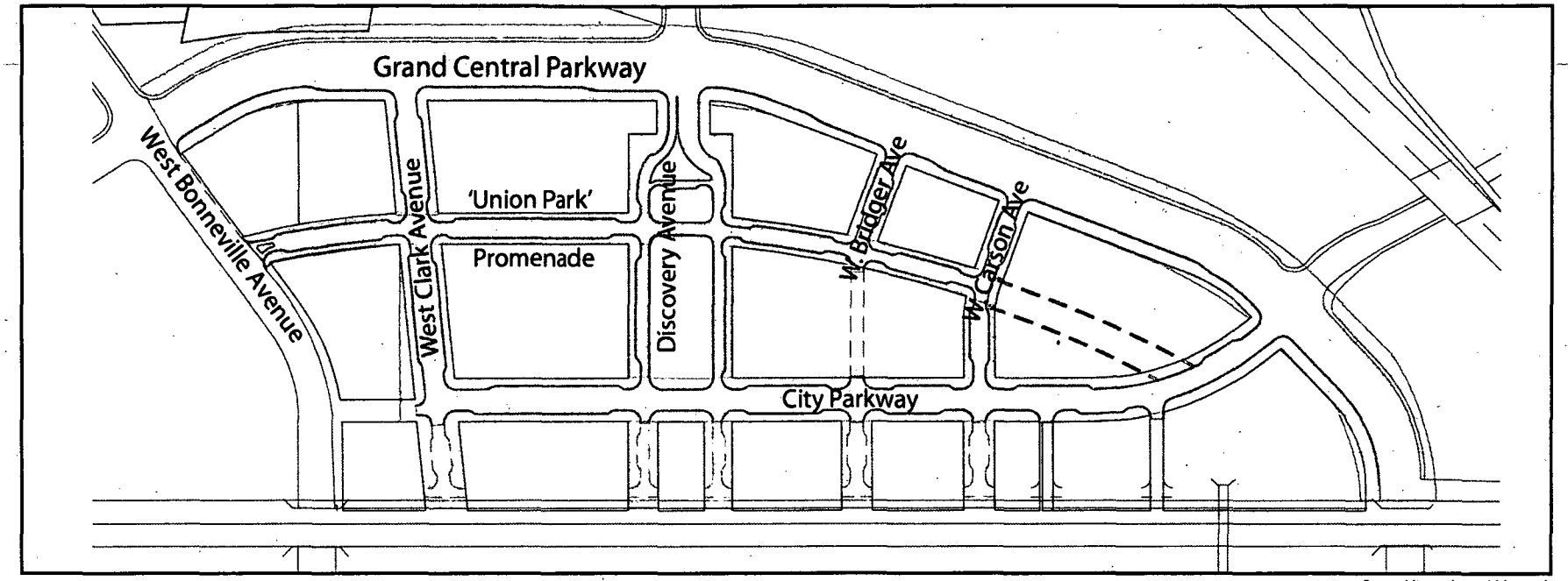
Union Park and Downtown Las Vegas

INTERNAL REVENUE SERVICE Construction is nearing completion on the mid-rise IRS building complex by the Molasky Companies, north of Ogden Street. This will provide an even greater midday worker population in the area.

PRIVATE MAIN STREET LAND HOLDINGS A private owner holds much of the strip between Main Street and the railroad tracks, with ambitions to develop these properties.

ARTS DISTRICT Along Charleston, south and east of the site, a district of arts-related and residential projects is envisioned and is taking shape.

These projects are the recent signs of a renaissance of downtown Las Vegas setting up the conditions for an exciting mixed-use high rise development district.



Street Hierarchy and Network

STREETSCAPE NETWORK

Union Park will establish a new precedent for Las Vegas with innovative urban streetscapes that incorporate sustainability practices, enhanced comfort, distinctive and artistic identity and provide destination qualities that define the urban community.

Streets will efficiently move traffic into and through the site, provide direct access to parking and offer comfortable, inviting and safe environments for pedestrians. Vehicle access into and through this site is well distributed, interconnected and coherent, and responds directly to the existing Las Vegas street network.

Designed as a system of linear open spaces, the streets of Union Park offer cool and animated areas to gather and connect people to work, home, shopping and public spaces. Rights-of-way and building massing are proportioned to enhance solar comfort. Dining, shopping and public events such as fairs, markets and celebrations are meant to take place in this realm without impeding pedestrian or vehicular circulation. These activities create a lively and activated urban environment.

The Union Park streetscape network is comprised of varied street types, each distinguished by function and identity. Grand Central defines the arterial edge of the village and downtown. City Parkway and West Clark combine to provide through circulation from a future highway interchange at F Street. City Parkway is envisioned with a retail emphasis, and the West Clark and its esplanade anchors the medical district and provides a key address opportunity The Union Park Promenade animates the village with retail and a mix of other uses, functioning as the primary strolling space. Discovery Avenue straddles and is defined by Symphony Park, the organizing space of the village. West Bridger and Carson Avenues function primarily as residential streets.

The Union Park streetscape network is comprised of several street types, each distinguished by function and identity.

City Parkway

A wide 4 lane boulevard with left turn pockets and on-street parking, direct connection from I-15.

Union Park Promenade

A narrow two lane shopping street, with on-street parking; no parking entries off the street.

Discovery Avenue

A wide street that becomes a one-way way pair just east of Grand Central Parkway flanks Symphony Park on both sides.

West Clark Avenue

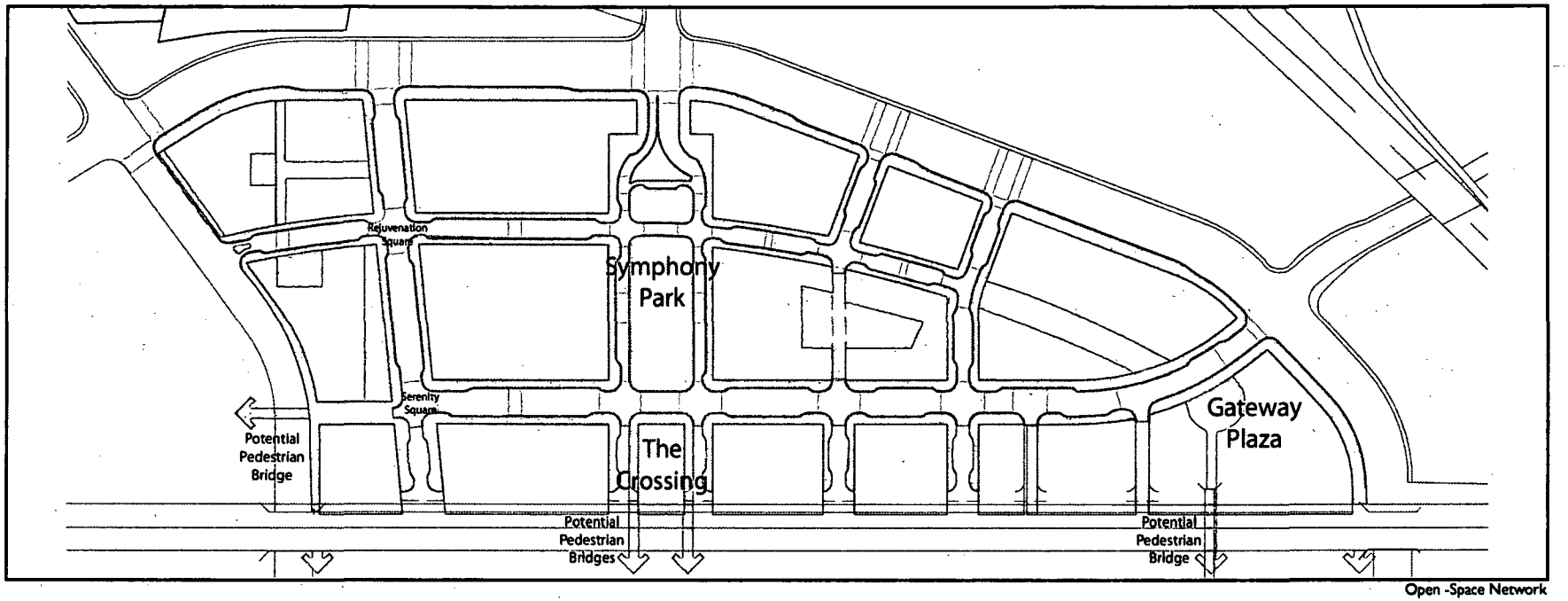
A wide four-lane boulevard with on-street parking, left turn lanes and wide sidewalks as the centerpiece for the office district.

West Carson and West Bridger Avenue

Two-lane service streets that connect from Grand Central Parkway.

Grand Central Parkway

A wide, higher speed boulevard with Bus Rapid Transit added to the median.



Open -Space Network

OPEN-SPACE NETWORK

The Union Park open-space system is organized around an urban framework based in principles of building integration, regional design and street-level comfort. Comprised of a hierarchy of parks, plazas, streetscapes and courtyards, this open-space system offers a variety of spaces intended to attract a diverse mix of residents and uses.

Designed to celebrate and accommodate both urban living and visitor experiences, the open-space system at Union Park will be built for enduring quality. Distinct and durable materials, furnishings and finishes will create a visually cohesive system that will establish a standard of quality that complements the intended building quality.

Extreme climatic variations in southern Nevada require an open-space system that provides comfortable outdoor environments by managing solar orientation and creating favorable microclimates. Through careful solar design, parks, plazas, streetscapes and courtyards will extend the daily and seasonal pedestrian experience within this desert village.

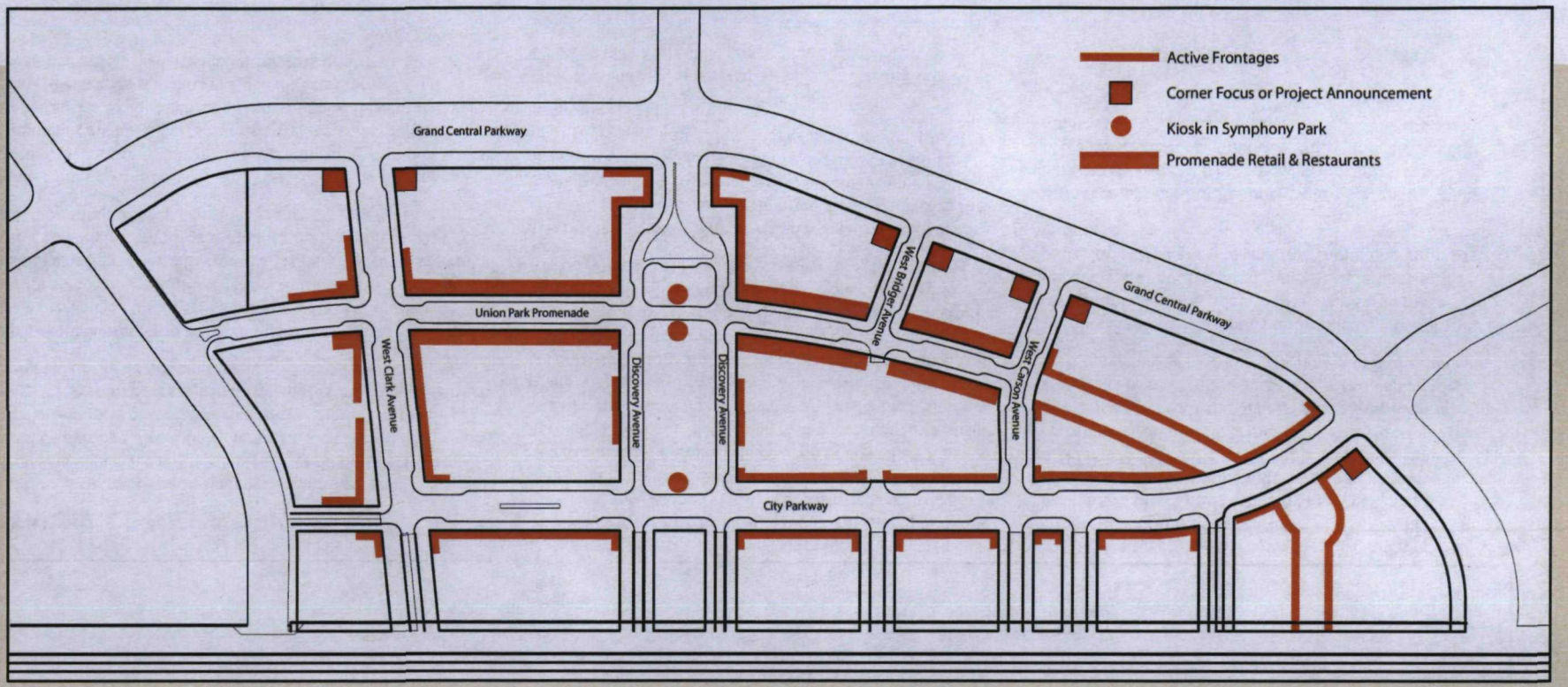
The primary organizing axis of the public space network runs east-west along the City's Lewis Street corridor, with streets named Discovery Avenue to the west of the railroad tracks. A collection of open spaces and active uses along this corridor are intended to establish a strong and direct relationship to downtown Las Vegas. Three primary spaces are positioned as a sequence within Union Park: a forecourt at the project entrance on Grand Central Parkway, a major urban park currently known as Symphony park, and a stepped plaza and associated bridges which allow pedestrians to cross the railroad tracks. This area is currently known as "The Crossing."

The primary north-south open space within the Union Park village is a pedestrian-oriented street known as the Promenade. The Promenade is uniquely designed as a signature public space within the development, linking several districts and public spaces along its north-south orientation.

The Promenade is anchored at its northern end by Gateway Plaza, a public space that organizes an entertainment district and transitions Union Park to Fremont Street in downtown Las Vegas. On the southern end, the Promenade arrives at a medical district. While medical and supporting uses may be organized around an internal open space system, the primary address for the area is West Clark Avenue. This street has been planned as a cool, green esplanade, with opportunities for both strolling and gathering.

Union Commons is a semi-public space defined by residential uses, intended to primarily serve these residents, but not be gated. Views, sight lines and pedestrian circulation to and from adjoining streets is intended.

A final component of the open space system at Union Park is represented by the pedestrian streetscapes, places of comfort, distinctive identity and sustainable quality.



Active Frontage Locations

INTENT:

- *To create energized urban streets which support a pedestrian environment.*
- *Active frontages are comprised of retail and restaurant uses, as well as residential and office building lobbies (and some other uses).*

REQUIRED

1.5.1 Active Frontages along the Promenade

The promenade will be the most vibrant and energized pedestrian corridor within the site. It shall be continuously lined with active building frontages.

1.5.2 Active Frontages along Grand Central Parkway

Grand Central Parkway will be one of the site's busiest vehicular corridors, and exposed parking will be permitted along it. Active building frontages are encouraged along the Parkway at its intersection with Discovery Avenue and other corners.

1.5.3 Active Frontages along West Clark Avenue

This street is an address for the medical/office neighborhood and an important pedestrian conduit within the site, and shall be lined with active frontages.

1.5.4 Active Frontages along Discovery Avenue

Discovery Entrance shall be lined with active uses to mark its significance as the primary entrance into the site.

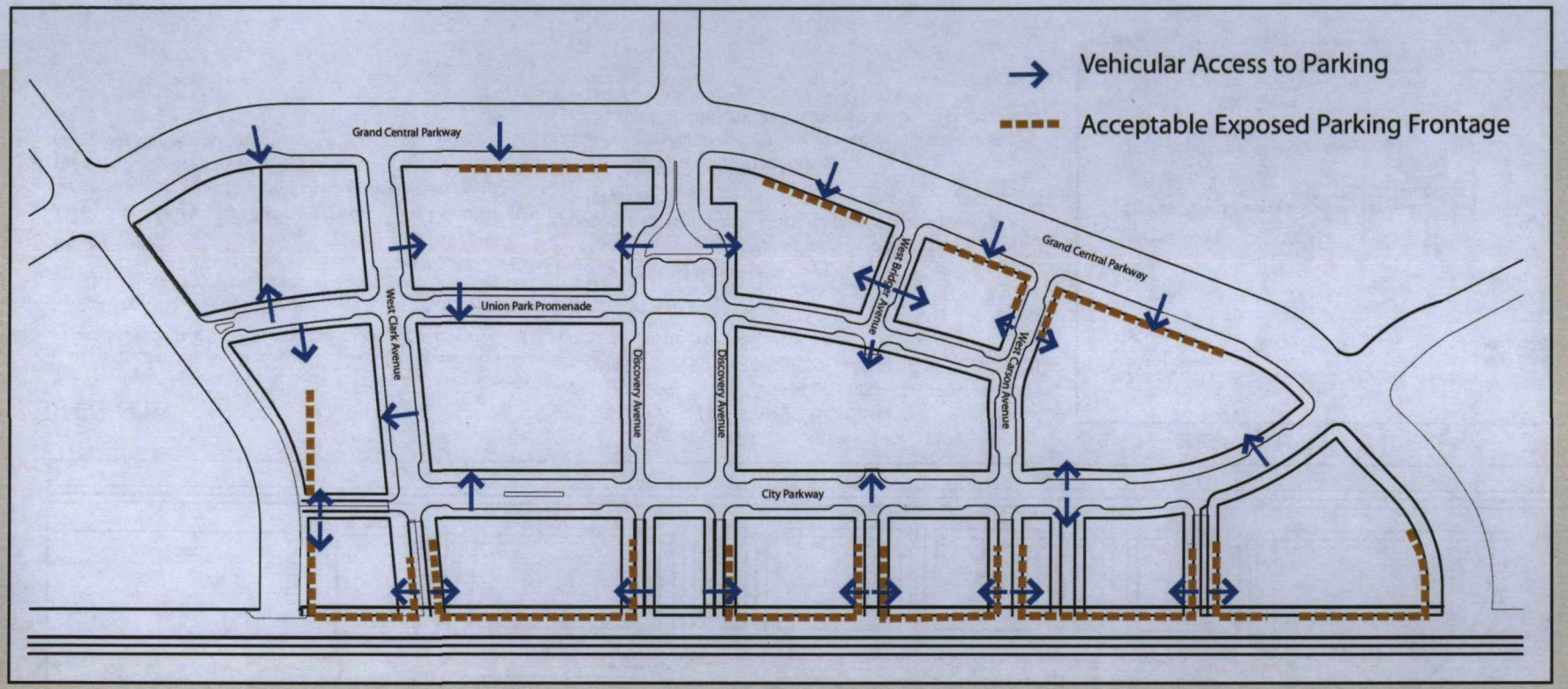
1.5.5 Union Park Promenade

On The Union Park Promenade, emphasize only retail and restaurant uses. The Union Park Promenade shall be terminated at its south end by a knot of active frontages at its intersection with West Clark Avenue. This is the most intensive grouping of active day and night-time uses. Uses along The Union Park Promenade from Discovery Avenue to West Carson Avenue should include service oriented businesses for the residences of Union Park.

RECOMMENDED

1.5.6 Grand Central Parkway

Corners on Grand Central Parkway should be developed as spot retail, restaurants and display space at the ground level.



Parking Access and Allowable Exposed Parking

INTENT

- *To provide a simple, easy to navigate system of parking access.*
- *To conceal parking from public view to the greatest extent possible.*
- *To minimize vehicular access (curb cuts) on primary building frontages and to reinforce a clear hierarchy and organization of circulation within Union Park.*

REQUIRED

1.6.1 Vehicular Movement

Vehicular movement on site is shown on the diagram. All streets shall be two-way, with the numbers of lanes sized to the anticipated traffic volume, varying from street to street.

1.6.2 Parking Access

Parking requirements for the project shall be accommodated within above grade and below grade parking structures.

Generally, vehicle access is allowed in the midsection of each block as shown on the diagram and is to be coordinated with adjacent block access. Vehicle access is allowed on more than one block face. However, each block may have only one such access on any block face. Details of block access are illustrated in the individual block guidelines. These guidelines also maximize uninterrupted public sidewalks and minimize conflicts between vehicles and pedestrian.

1.6.3 Vehicular Access Along The Union Park Promenade

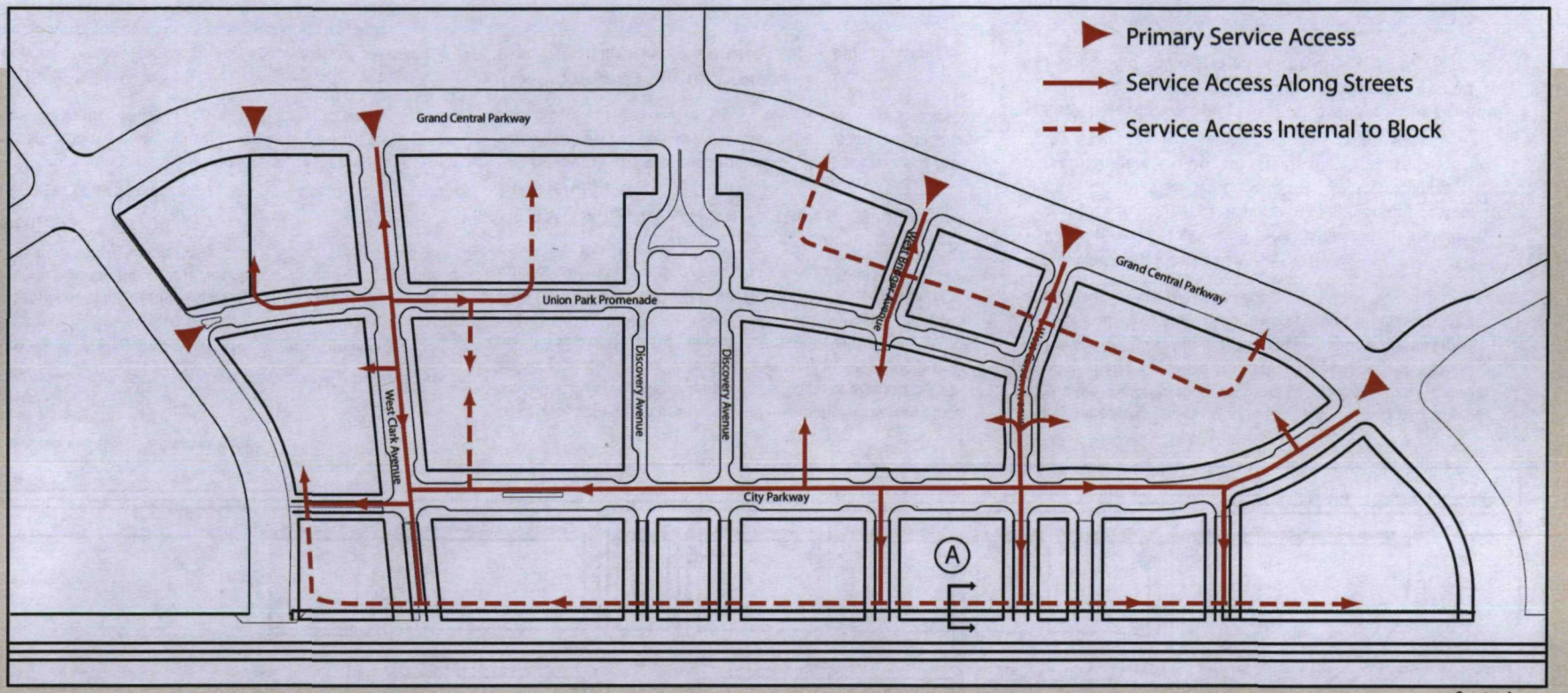
The northern portion of the Promenade shall not be used for vehicle site access between Discovery Avenue and West Carson Avenue. All other streets may have vehicle access as shown.

1.6.4 Exposed Parking Frontages

Exposed parking shall be restricted to those building frontages along the railroad tracks and Grand Central Parkway and as otherwise shown in the individual parcel diagrams. Exposed parking shall be avoided along the Promenade, and shall be minimized (and avoided , if possible) along West Clark Avenue and City Parkway. Exposed parking shall be treated architecturally consistent with adjacent buildings.

1.6.5 Parking Pockets

- Parking pockets along public streets shall be provided by block developers per landscape schematic design drawings and deeded back to the City for ongoing maintenance. On private streets they will not be deeded to the City.
- Each block landscape plan shall accommodate 1 "multi-meter" parking meter pay station per parking pocket, to be installed and operated by the City.



Service Access

INTENT

- *To minimize and mitigate the negative visual and noise impacts of service and loading areas, trash storage and mechanical equipment on adjoining streets, public spaces and property.*

Vehicle access is defined to include service and emergency vehicles as well as general traffic.

REQUIRED

1.7.1 Service Access Along Union Park Promenade

Service access shall not be located along the northern portion of Union Park Promenade, so as not to disrupt the street's character as the primary pedestrian conduit within the site.

1.7.2 Service / Delivery Locations

Building deliveries, trash pickup and other service needs shall take place primarily in the interior areas of the plots, and shall be screened from primary public view.

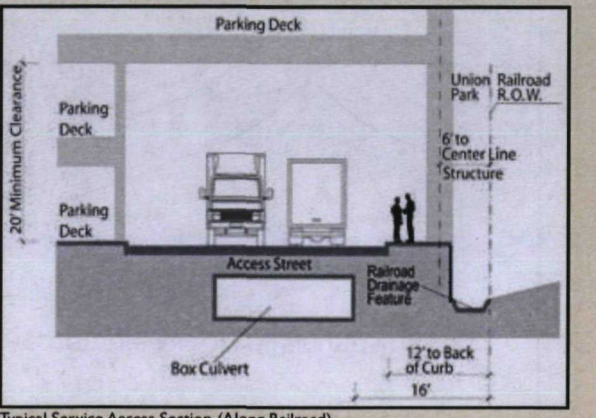
ACCEPTABLE

1.7.3 Shared Service Access

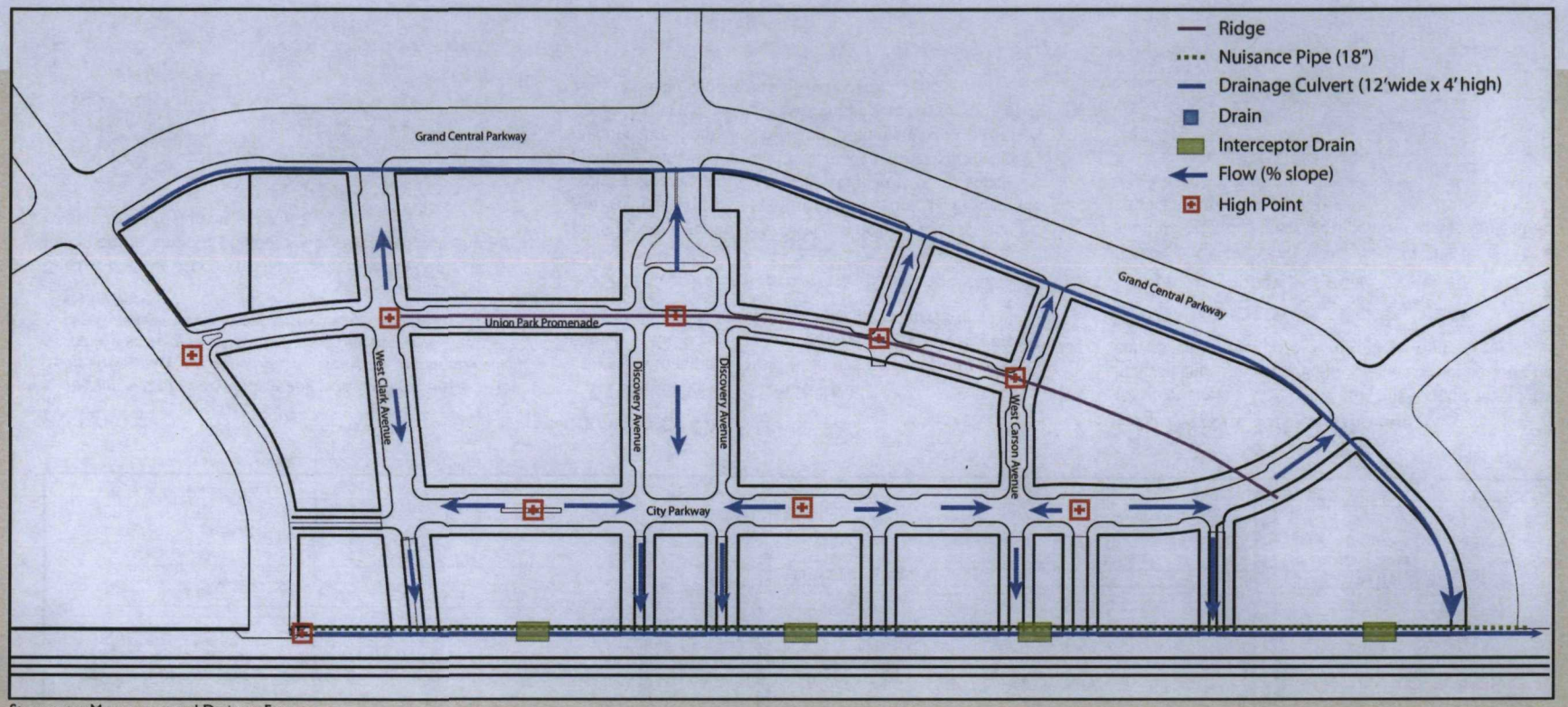
Service vehicles may enter at the same locations as general public or resident parking. Service access is also provided through alleys that run along the interiors of the blocks.

1.7.4 Railroad Right of Way

See civil design drawings for detailed condition along railroad ROW and required materials & color for exposed retaining wall.



Typical Service Access Section (Along Railroad)
Note: Subject to change depending on engineering design



Stormwater Management and Drainage Features

INTENT

The site is graded to:

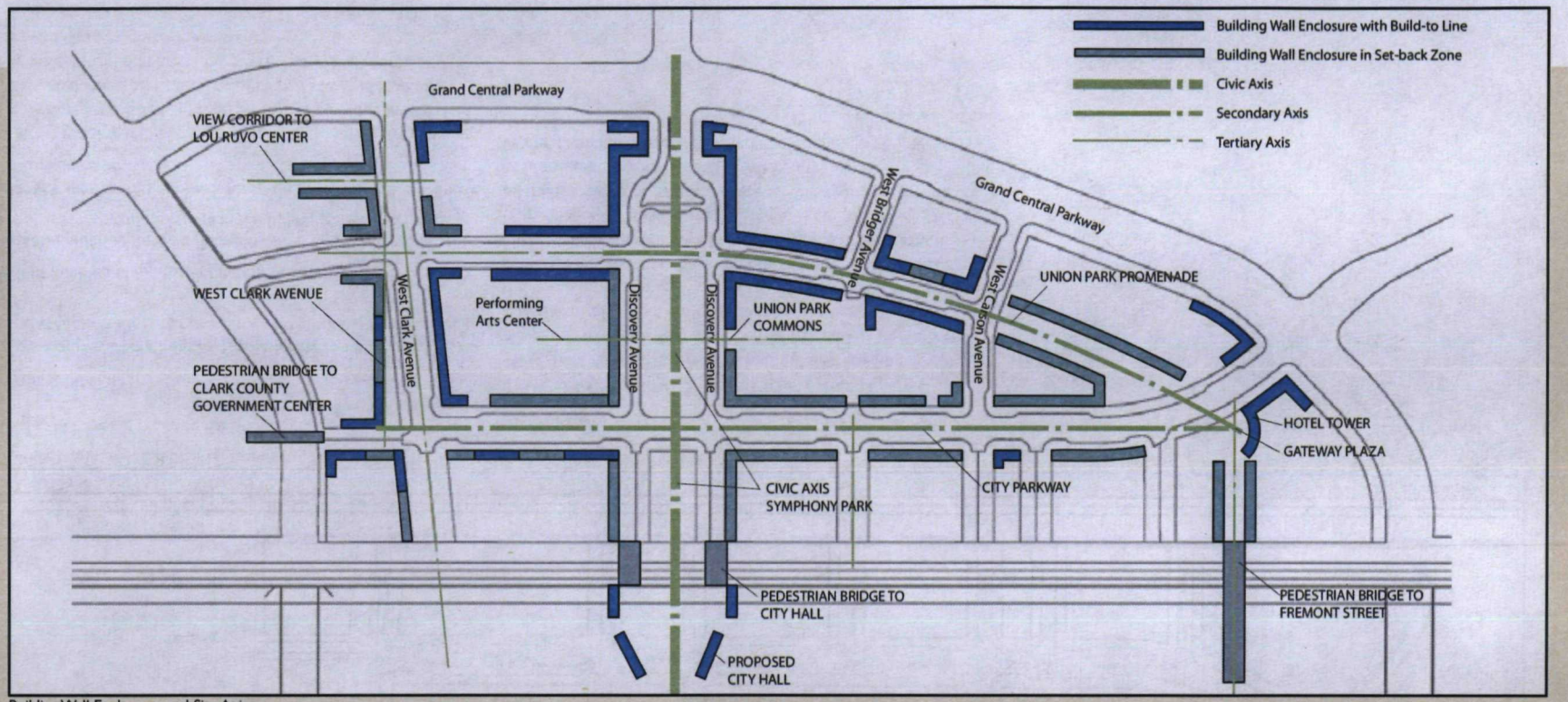
- *Capture storm water runoff in any perimeter landscape areas to potentially clean the water prior to conveyance via pipe to Lake Mead.*
- *Prevent flash flood infiltration within buildings.*
- *Maintain building finished floor elevations at street level to provide strong relationships between buildings and sidewalks.*
- *Establish subtle visual prominence at the centerline ridge defined by the Promenade.*

Most street grading will occur as a fill condition over the existing grade. As noted, the site is graded with a subtle ridge established near the arc defined by Union Park Promenade. Water moves east and west from this area, toward the park and railroad edge and toward Grand Central Parkway.

REQUIRED

1.8.1 Building and Street Flow Line Separation

The City of Las Vegas requires that building finished floor elevations in Union Park shall be positioned 12" above the flow line of the street which it adjoins. Strategies to address this requirement vary by street, relying primarily upon careful sidewalk grading from back of curb to future building floor elevations. Sidewalks have been designed with maximum cross-slopes at 2.5%. Street drainage is currently collected by inlets located primarily along east-west streets to intercept accumulating stormwater as it moves away from the Promenade. Each street is crowned along its centerline.



Building Wall Enclosures and Site Axis

INTENT:

- *To control the location of building walls to define and contain the street space, to concentrate and reinforce pedestrian activity, create a sense of the street as a place and accommodate associated activities, to emphasize views and vistas within Union Park.*

Build-to lines or zones have been established to frame the major streets, creating outdoor spaces sheltered from the sun, comfortable and human-scale.

REQUIRED

1.9.1 Building Wall Enclosure

Provide setback and build-to zones for building frontages as shown in the diagrams in Section 4 where it is important to have buildings abut or setback from the street lines.

1.9.2 Union Park Promenade Building Wall Enclosure

Building frontages at street level to a height of 35-40' along the Promenade shall follow the build-to line. The Promenade building frontages shall follow the curvature of the streets precisely, with allowances being made for the tolerances of manufactured elements, building components and glazing. Above that height, setbacks within the setback zones of up to 25% of the building frontages may occur.

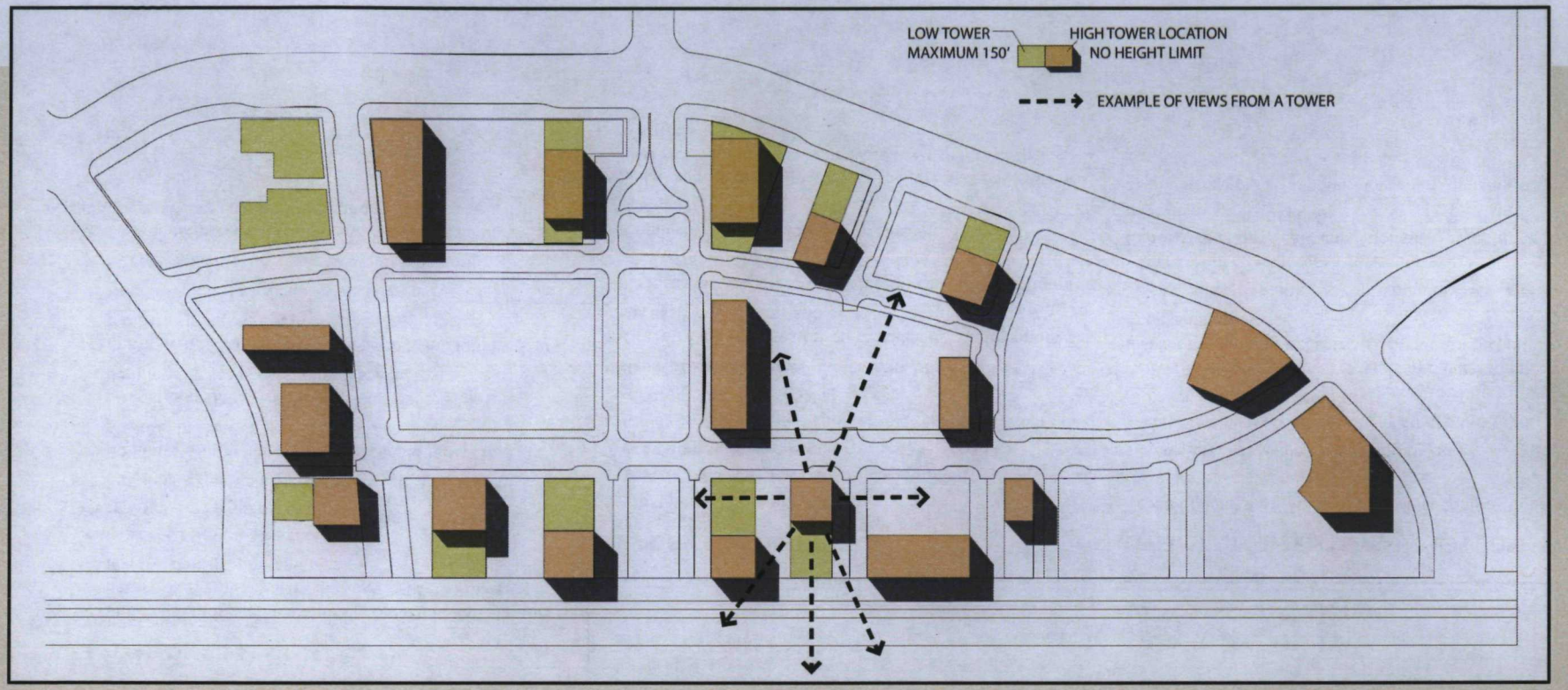
1.9.3 Percent Setback Allowed

On other streets, 75% of the building frontage must follow the build-to line. The remaining 25% may be set back for building entries, patios and pedestrian walkway entrances.

RECOMMENDED

1.9.4 View and Vista Lines

Buildings that terminate view and vista lines within the 61 acres should respond to these focal points with design features that emphasize their location.



INTENT

- *To create a visible urban skyline for Union Park as a marketing and branding tool.*
- *To preserve views from each tower, and to avoid blocking views from adjacent development.*
- *To preserve views to the towers in Union Park from points of view outside the site.*

The individual parcel diagrams in Section 4 illustrate where it is permissible to create tower buildings.

REQUIRED

1.10.1 Tower Location

Each tower shall be located with respect to preservation of the viewsheds of other towers in Union Park. In general, this means staggering or offsetting the footprints of towers so that buildings do not face each other directly across narrow spaces.

1.10.2 Parcels With Multiple Towers

Some blocks will contain more than one high-rise tower. In the event that more than one tower is on one block, the towers shall be offset to preserve the viewsheds and avoid direct views into adjacent buildings.

1.10.3 Tower Form / Configuration

Towers shall not be created in long slab configurations except where shown, because of the concerns about view blockage. Instead, towers shall be developed as point towers which have a more compact floorplate and less of a visual profile.

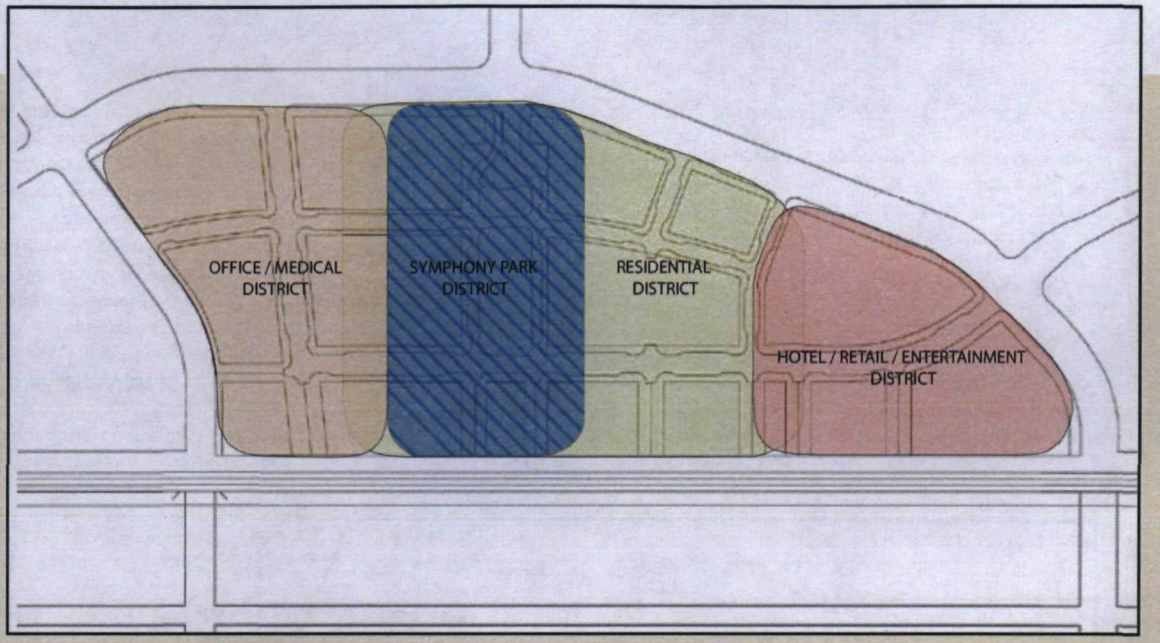
1.10.4 Allowable Tower Locations

Towers shall only be located in the positions shown in the diagram in this section. This diagram illustrates some flexibility on each parcel, to accommodate different locations of cores, building lobbies, service and other design features.

ACCEPTABLE

1.10.5 Lower Tower Limits

A lower tower structure may be incorporated, which may rise no more than 10 stories or 150' from the podium. The purpose of this is to preserve views over the lower tower from the higher tower. This is shown on several of the residential parcels in this Section.



OFFICE / MEDICAL DISTRICT

- Building heights lowest with respect to Union Park
- Architecture of Parcel A2 should be respectful of and respond to Lou Ruvo Alzheimers' Center
- Buildings monolithic and monumental in character, with larger scale fenestration patterns, lower degree of texture on skin and massing, expressing the nature of the use as business
- Adopt a formal landscape with respect to public space
- Towers form the street wall
- Buildings at W. Clark Avenue street level expected to respond to this street in the form of linear plazas facing Clark Avenue

SYMPHONY PARK DISTRICT

- Buildings translate the cultural, contextual and vibrant nature of Symphony Park into the vertical in massing, texture, fenestration and skin
- Parcel H/I lies on an important public axis—a public space that activates Symphony Park
- Buildings exhibit a civic/cultural scale and identity
- Buildings on the important axes should reflect that position in their character
- Buildings outline Symphony Park—responsible for defining the scale, closure and space
- Boutique hotel to directly respond to Symphony Park and the Performing Arts Center
- Hotel may create a visual connection to Parcels F/G
- Street level activates the area around the park
- Formal architectural character, yet making visual/physical connections to Symphony Park

RESIDENTIAL DISTRICT

- Intimate and humane scale
- Skin and massing have a high degree of texture compared to other districts
- Buildings closer to one another and respond to each other in form and massing
- Semi-private character in hierarchy of public space
- Green-inspired: fenestration includes operable windows, accessible balconies and decks
- Landscapes and green habitable spaces on upper floors of towers
- Comfortable and penetrable spaces with informal character
- Retail spaces meant to activate the streetscape—towers that reach ground are to activate their streets in this district.

HOTEL / RETAIL / ENTERTAINMENT DISTRICT

- These buildings will include the tallest compositions on the site
- Gateway towers exploit views into the site
- Textures, fenestration, massing is subtle and sophisticated to reveal "entertainment"
- Active retail at street level extends into entertainment district to maintain pedestrian densities of restaurants and entertainment spaces
- Strong pedestrian link between Fremont Street and Union Park
- Expressive of physical connection and respectful of adjoining residential units
- Strong sense of excitement, movement, dynamic forms

INTENT

- *To enrich the resident and visitor experience by providing stimulating, interesting visual and tactile experiences in public areas of Union Park*
- *To develop a character and identity for Union Park that is about the enduring qualities of intellectual and emotional life, befitting a world class city.*
- *To celebrate the city, its history, culture and achievements through the expression of the arts community*

OPPORTUNITIES

The types of opportunities for art in Union Park include:

A. Art as an integral, permanent part of individual buildings

B. Art as an integral part of on-site landscape design, seating, lighting, paving, plant materials and other streetscape elements

C. Art institutions which can occupy their own sites or be part of a building complex

D. Performing arts, keying on the thematic presence of the Performing Arts Center

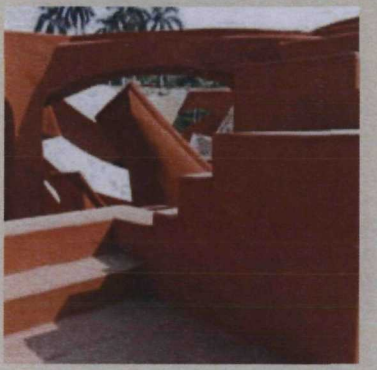
E. Performing arts spaces (external or internal) and performing arts programming throughout the year

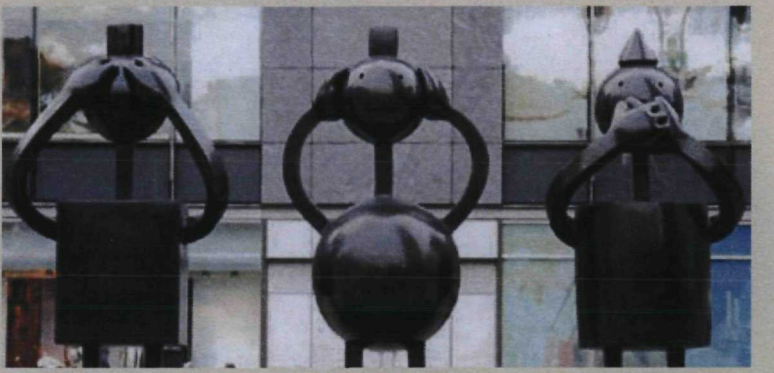
F. Commercial art venues, such as art galleries and exhibit spaces

G. Spaces for temporary exhibit of public art as part of a public art program

H. Arts organizations and space for publicly-accessible arts activities such as studios and display space

I. Funding for art pieces, arts programming,





REQUIRED

1.12.1 Minimum Public Art Requirements

Each parcel in Union Park shall demonstrate that it contains at least four of the listed opportunities for art-related spaces, design or programmatic features, as part of the Design Review process.

1.12.2 Public Art Accessibility

Each parcel's art-related features that meet the criteria above shall be accessible to the public and accessible to public view during the daytime and evening hours. Such facilities may, because of their special nature, be protected from public access during the late evening and early morning hours.

1.12.3 Public Art Design Review

Public art which is selected or commissioned for display shall be included in the Design Review process for each development parcel, beginning at the initial Design Review presentation. Its development shall be considered in conjunction with the building and site design as part of the Design Review process.

RECOMMENDED

1.12.4 Public Art Coordination

It is recommended that each developer become familiar with the art facilities and programs being developed by others in Union Park and, to the extent possible, provide complementary arts offerings that will contribute to a rich and varied offering of the arts in Union Park.

INTENT

- *To utilize sustainable design techniques in developing each site and building in Union Park, promoting integrated practices that show that the project is responsible to the future environmentally, economically and socially.*

Definition of Sustainability

Project sustainability is an economic state where the demands placed upon the environment by people, activity and commerce associated with the project can be met without reducing the capacity of the environment to provide for future generations.

The American Institute of Architects Committee on the Environment has developed a draft definition of sustainable design practice that is applicable to the projects in Union Park. This definition is as follows:

The linked domains of sustainability are **environmental** (natural patterns and flows), **economic** (financial patterns and equity), and **social** (human, cultural and spiritual). Sustainable design is a collaborative process that involves thinking ecologically—studying systems, relationships and interactions—in order to design in ways that remove rather than contribute to stress related to systems.

1.13.1 Measuring Sustainability at Union Park

The Design Review Committee will include sustainability in its review of each project. Each applicant shall design their project to a level of sustainability that is LEED Certified or greater.

LEED Certified status is achievable by having a conscious strategy of energy conservation and project sustainability from the outset and by exercising a professional level of care with regard to specifying materials and equipment and in other respects using widely available knowledge to create an environmentally-responsive building.

The burden will be on each project design team to set and achieve sustainable goals, and to demonstrate that it is making progress toward these goals, as part of the design review process.

The approach will be implemented by a process that is integral to the Design Review procedure established by these Design Standards. This process includes the following steps, coordinated with the Design Review process described at the back of these Design Standards.

BLOCK PLANS: The developer shall submit a strategy to the Design Review Committee, which shall demonstrate that the project will be designed with the LEED Certified rating as its minimum goal. A preliminary LEED checklist is due at the Block Plan/Schematic Design level.

At the time of Design Review Committee review of the Block Plans, the owner shall submit a signed letter committing to the LEED certification process and building commissioning, including a stated intention to retain a commissioning agent.

DESIGN DEVELOPMENT: The developer shall submit to the Design Review Committee a LEED checklist with some expanded explanation of how the assumed points will be achieved to create a LEED Certified or higher project, and a letter from the commissioning agent or LEED-AP confirming the checklist approach.

Buildings must demonstrate 10% improvement in proposed building performance rating compared to ASHRAE Standard 90.1-2004 by whole building simulation (or meet the requirements of LEED ND Green Construction and Technology Credit.)

REVIEW OF CONSRUCTION DOCUMENTS: The developer shall submit to the Design Review Committee the completed LEED checklist with a letter from the commissioning agent confirming the preparation of documents for submission to the USGBC. The DRC will also review the project with respect to the other criteria that it *is responsible for, described elsewhere in this document.*

To supplement the LEED program and to assist the developer in obtaining the credits needed to gain LEED Certified rating, the AIA Committee on the Environment has published its "Top Ten Measures of Sustainable Design" Each of these includes credits found in LEED, the most widely used measure of sustainable building projects in the United States.

SUSTAINABLE DESIGN INTENT – having a strategy and following it

REGIONAL THINKING – an appropriate place in the region

Site Ecology at Different Scales

BIOCLIMATIC DESIGN – natural controls working with the climate

LIGHT & AIR – *daylighting and natural ventilation*

WATER CYCLE – conservation

ENERGY FLOWS AND FUTURE – energy conservation

MATERIALS AND CONSTRUCTION – green materials, recycling, local materials

LONG LIFE, LOOSE FIT – adaptability to change over the life of the building

COLLECTIVE WISDOM AND FEEDBACK – soliciting help and getting responses

The major categories in the LEED system are:

SUSTAINABLE SITES

WATER EFFICIENCY

ENERGY AND ATMOSPHERE

MATERIALS AND RESOURCES

INDOOR ENVIRONMENTAL QUALITY

INNOVATION AND DESIGN PROCESS

Each of these has a series of criteria that are more fully described in the LEED literature.

SITE SUSTAINABILITY

A number of sustainable site development practices have been highlighted below to define specific opportunities for Union Park. The list is not intended to represent a complete LEED description.

1.14.1
Alternative Transportation

Public transportation access (not in scope of individual project)

INTENT: An inter-modal transportation station which includes light rail, commuter rail, regional and local bus service and a monorail, concentration of development density around the transit station.

BENEFIT: Reduce pollution and land development impacts from automobile use, to best serve the development of this site and downtown.

1.14.2
Alternative Vehicle Parking

Each block face shall incorporate motorcycle and/or alternative vehicle parking in remainder areas of parking pockets once auto spaces are accommodated.

1.14.3
Storm Water Management: Rate, Quantity and Treatment (not in scope of individual project)

INTENT: A Grading and Drainage (Storm water) Plan development for the entire 61 acre site. Storm water transport to Lake Mead via pipes after taking it through treatment systems.

BENEFIT: Reuse of storm water volumes.

1.14.4
Water Efficient Landscape

INTENT: Master plan gray water reuse system for the village, high efficiency irrigation products, and selection of streetscape plants with low watering needs. (Ref: Las Vegas Municipal Code Title 14 (water regulations and drought plan))

BENEFIT: Limit or eliminate the use of potable water for landscape irrigation. Overall water use reduction.

1.14.5
Resource Reuse

INTENT: Record and track all salvaged and reused components, village-wide. Determining a common building material, one that is readily available and in large supply, that can be used throughout the village.

BENEFIT: Reducing the demand for virgin materials and to reduce waste, thereby reducing impacts associated with the extraction and processing of virgin resources.

1.14.6
Regional Materials: 20% Manufactured Regionally

INTENT: Common and readily available materials should be pursued.

BENEFIT: Local character of the place. Increasing demand for building materials and products that are extracted and manufactured within the region, supporting the regional economy and reducing the environmental impacts resulting from transportation.

1.14.7
Materials: Light Colored High Albedo Materials

INTENT: Reduce impervious surfaces and thermal mass use. Light non-reflective colors for heat reflection, with glare control.

BENEFIT: Minimize heat gain and glare effect on streets to make the streets more pedestrian friendly.

1.14.8
Shading: Shade Trees, Shading Structures, Building Mass

INTENT: Create shaded streetscapes using shade trees, shade structures and building mass according to the orientation height to width ratio and use of streets.

BENEFIT: Greater use of streets by pedestrians by reducing the impact of the outdoor temperature extremes. To create a comfortable urban micro-climate with optimal street design.

1.14.9
Orientation: East/West Street Orientation, Building Mass Flanking the Streets

INTENT: Building shall be oriented according to sun path in summer and winter.

BENEFIT: Shaded and more pedestrian friendly streetscapes.

1.14.10
Heat Island Effect: Non-Roof: Low Level Landscape, Light-Colored, High Albedo Materials, No Surface Parking

INTENT: Low level landscape, Light-colored, high albedo materials shall be provided. No surface parking shall be included.

BENEFIT: Reduce heat islands -thermal differences between developed and undeveloped areas.

1.14.11
Alternative Transportation: Bicycle Storage and Changing Rooms

INTENT: Bicycle racks shall be included on public streets and open spaces. Changing rooms and shower facilities provided as part of individual building development.

BENEFIT: Reduce pollution and land development impacts from automobile use.

1.14.12
Innovation in Design: Art Work Street Furniture

INTENT: Art work shall be provided on streets as part of street furniture.

BENEFIT: Beautiful streetscapes.

BUILDING SUSTAINABILITY

The potentials for saving energy, conserving resources, making buildings more enjoyable, productive places to live and work, and reducing life-cycle cost are all consistent with one another, since these goals and means are interrelated. Building design is susceptible to the same type of strategy and analysis as the site design. The major categories of these elements in building design include these LEED topics. As discussed, the applicant is free to set goals, create a strategy from these and other elements, and track progress toward meeting the goals. If the applicant wishes to adopt LEED or one of the other systems, this is encouraged.

Potential Sustainability Techniques

INNOVATIVE WASTEWATER TECHNOLOGIES
Reduce generation of wastewater

WATER USE REDUCTION
Maximize water efficiency

BUILDING SYSTEMS COMMISSIONING
Verify that building elements and systems are installed and calibrated to operate as intended

MINIMUM/OPTIMUM ENERGY PERFORMANCE
Achieve higher levels of energy performance above required standards

OZONE PROTECTION
Reduce ozone depletion through reduction of CFC's and other contributing sources

RENEWABLE ENERGY
Onsite renewable energy self-supply

GREEN POWER
Use of grid-source renewable energy technologies

STORAGE AND COLLECTION OF RECYCLABLES
Facilitate collection and retrieval of recyclables used by building occupants

BUILDING REUSE
Increase life cycle of building, and reduce manufacturing and transport of building materials

CONSTRUCTION WASTE MANAGEMENT
Direct construction-related recovered resources appropriately

RESOURCE REUSE RECYCLED CONTENT
Use recycled materials to save on extraction and processing of virgin resources.

REGIONAL MATERIALS
Local resource use where possible

RAPIDLY RENEWABLE MATERIALS
Emphasize over long-cycle renewable materials

CERTIFIED WOOD
Environmentally responsible forest management

IAQ PERFORMANCE
Set and improve on indoor air quality performance

CARBON DIOXIDE MONITORING
Provide for indoor air monitoring for CO2

VENTILATION EFFECTIVENESS
Provide for delivery and mixing of fresh air

CONSTRUCTION IAQ MANAGEMENT PLAN
Program for construction-related indoor air quality

INDOOR CHEMICAL AND POLLUTANT CONTROL
Reduction of indoor air contaminants and chemical exposure from materials

CONTROLLABILITY OF SYSTEMS
Provide for high level of individual and small group control of lighting, thermal and ventilation systems

DAYLIGHT AND VIEWS
Provide for outside connections for building occupants

INNOVATION IN DESIGN
Features building performance that are innovating and not addressed by existing rating systems

LEED OR OTHER SYSTEM ACCREDITED PROFESSIONAL
Set up and run environmental aspects of design program

2 STREETSCAPE and OPEN SPACE

This section describes each Union Park street type, streetscapes and open space, with street sections, plans and illustrations of their character, streetscape and other design features. The matrix of available streetscape elements such as light fixtures, benches, waste containers, bicycle racks and other components are more fully described in the Appendix following Section 4. The developer of each block is responsible for implementing these streetscape and open space concepts on each block as they affect that block. The area between the curbs is the responsibility of the City of Las Vegas.

Section 2 is organized into four topics:

HUMAN COMFORT

MATERIAL PERFORMANCE

VILLAGE ERGONOMICS

VILLAGE IDENTITY

An **INTENT** statement is provided for each of these. Then, **REQUIRED** and **RECOMMENDED** Standards for each are enumerated on pages 18 and 19. The Standards are then applied on the following pages of Section 2 to specific Streets, Streetscapes and Open Spaces. Their application is indicated by the number that corresponds with the numbers on pages 18 and 19.

NOTE: Please also refer to the Union Park Streetscape Schematic Design documents available separately.

STREETSCAPE AND OPEN SPACE

Guidelines for streetscape and open space are organized to enhance human comfort in the desert, provide sustainable material performance, establish exceptional pedestrian appeal and establish a contemporary identity for this desert village. The guidelines below are organized under these four objectives.

Guidelines itemized below are keynoted on the streetscape and open space plans that follow. For example, on the Union Park Promenade plan, the guideline "2.2.8 - Tactile Paving" can be found.

In addition to these general guidelines, a detailed set of material and component recommendations have been established for streetscapes and open spaces. These recommendations are itemized on the "Streetscape and Open Space Materials and Components" list found on page 42. Keynote references from this list are also noted on the streetscape and open space plans, normally in conjunction with the general guideline reference. For example, "2.2.8/PV5 - Tactile Paving" refers to Stone Paving at Pedestrian Areas under the tactile paving guideline. An appendix further defines many of the detailed requirements.

While site sustainability intentions have been described previously within these guidelines, they are also incorporated below for completeness. LEED items are highlighted to encourage their application at Union Park. The list is not intended to represent a complete LEED description.

2.1 – Human Comfort

INTENT

- Comfortable urban micro-climates attract both residents and visitors and result in extended outdoor use, providing additional community, retail and commercial benefits.

REQUIRED

2.1.1 – High-Albedo Paving (LEED)

All pedestrian areas shall be constructed of light colored, high-albedo (radiation reflectivity) paving materials in order to mitigate heat build-up. This requirement should not result in high-glare pavements. This standard is based upon a measure of Solar Reflectance Index of at least 29, as defined in LEED SS Credit 7.1: Heat Island Effect.

2.1.2 – Glare Reduction

Low streetscape plantings, such as groundcovers and perennials, shall be used at prescribed percentages to reduce solar glare and heat absorption. These plantings shall not disrupt pedestrian circulation or access to on-street parking. Additional plants such as vines may occur on vertical surfaces such as green screens and on overhead trellises.

2.1.3 – Shade Structures – Promenade

Architectural shade structures shall be constructed, to village guidelines, along the Union Park Promenade. The Promenade shade structures may incorporate lighting, ventilation fans, misting, plants and retail signage.

2.1.4 – Shade Structures – Intense Heat Zones

Architectural shade structures covering the streetscape sidewalks shall be built in all intense heat zones identified in the Solar Exposure Analysis on page 63. A minimum of 75% of the walking pedestrian surface shall occur in shade at Noon on June 21.

2.1.5 – Shaded Right-of-Way (LEED)

Street trees shall be selected, spaced and nurtured to maximize the shading of right-of-way pavement by providing a continuous canopy where designated. When trees reach approximately 50% of their mature size, a minimum of 75% of the walking pedestrian surface shall occur in shade at Noon on June 21. All trees shall be a minimum of 60" box size.

2.1.6 – Cool Site Furnishings

All site furnishings shall be light-colored and non-metallic in an effort to limit solar heat conductivity. Vinyl-covered metal is prohibited.

RECOMMENDED

2.1.7 – Cooling Water Features

Cooling water features, aerated water devices and misting systems should be placed near or adjacent to pedestrian circulation and gathering areas and building entrances. Limited amounts of water should be used in order to be environmentally responsible. Use of water features and misting systems shall not conflict with the City of Las Vegas Drought Plan, LVMC Title 14.

2.1.8 – Increased Air Circulation

Where possible, architectural shade structures and large plantings should be designed to funnel prevailing breezes to increase air circulation, evaporation and flush out heated air. Artificial air circulation devices may be utilized as part of shade structures, but without the use of Freon.

2.1.9 – Photovoltaic Elements

Photovoltaic elements should be explored to power 'cool seats', misting elements, water features, ventilation systems, irrigation and lighting. These elements may be incorporated into the street light infrastructure.

2.1.10 – Sunlit Areas

Sunlit spaces and clearings should be designed for use during cool seasons, and should be integrated into the rhythm of the streetscape. Proportioned distinctions between shade and light will typify the Union Park streetscape.

2.1.11 – Recessed Gathering Areas

Small recessed (sunken) gathering areas with 'earth seats' that benefit from the cool ground conditions should be considered. These areas may include water and shade canopies. Earth seats are built into the recessed ground.

2.2 – Material Performance

INTENT

- Use of high quality building materials will establish long-term value at Union Park and act as a precedent for future development in downtown Las Vegas.
- Durable and environmentally responsible building materials and methods may reduce resource and energy consumption, support the regional economy and inspire future sustainable development in downtown Las Vegas.

REQUIRED

2.2.1 – Efficient Landscapes (LEED)

Landscape development for all streetscapes and open spaces shall utilize water conserving plantings and high efficiency irrigation products and systems. This standard is based upon reducing water consumption for irrigation by 50% from a calculated mid-summer baseline case, as defined in LEED SS Credit 1.1: Water Efficient Landscaping.

2.2.2 – Erosion Control (LEED)

Landscape development for streetscapes and open spaces with slopes greater then 3:1 shall utilize permanent erosion and sedimentation control measures.

2.2.3 – Tree Trenches

Street trees shall be planted in continuous tree trenches beneath sidewalks. These trenches shall be designed to promote thriving long-term tree health by allowing widespread and un-compacted root growth in a well-drained structural soil medium.

2.2.4 – Pavement Loading

All streetscape pavements accessible by vehicles shall be designed to withstand vehicular loading, anticipating potential use by service and emergency vehicles.

2.2.5 – Integrated Pavement Systems

All scoring patterns shall conform to the streetscape module as defined within these guidelines in the Streetscape Network Matrix. Jointing shall integrate with all streetscape elements, material changes and surface utility components. Score lines in curbs and gutters shall align with score lines in sidewalk paving. Where curb and gutter systems are completed prior to sidewalks, sidewalk jointing should be coordinated with curb and gutter jointing.

2.2.6 – Light Pollution Control (LEED)

Light pollution shall be minimized through the use of low lighting profiles, recessed luminaires and minimal luminance levels, where street light in cast downward. This standard is based upon designing exterior lighting so that all site and building-mounted luminaires produce a maximum illuminance value no greater than 0.20 horizontal and vertical footcandles at the site boundary and no greater than 0.01 footcandles 15 feet beyond the site, as defined in LEED SS Credit 8: Light Pollution Reduction.

Note that ambient light emanating from retail storefronts may not be included in these measurements.

2.2.7 – Streetscape Grading

Streetscape grading shall follow City requirements to minimize potential flooding impact to buildings and occupants, while allowing handicap access and avoiding any sidewalk cross-slopes in excess of 2%. A twelve-inch vertical separation between building finished floor elevation and street flow-line elevation is required.

2.2.8 – Tactile Paving

A fine-grained pattern of unit pavers shall be used in large contiguous areas at prescribed percentages (see matrix for individual street requirements) to define the scale and visual interest of the pedestrian streetscape. Subtle abstractions of the desert floor may be developed in the paving patterns.

2.2.9 – Consistent Quality

Consistent quality shall be implemented between streetscape and private, building-related improvements, in order to uphold the overall quality of the development. For example, streetscape materials may be extended into private areas such as entries.

2.2.10 – Heavy Duty Quality

All site improvements and furnishings should be heavy-duty to withstand the rigors of urban impact and potential vandalism. Residential quality components shall be prohibited.

RECOMMENDED

2.2.11 – Minimize Turf Grass

Planting designs for all streetscapes should avoid the use of turf grass in order to reduce excess water consumption. In open spaces, irrigated turf should be limited to no more than 50% of the developed open space area. Grass species with lower watering needs should be utilized.

2.2.12 – Regional Materials (LEED)

Select regional materials should be pursued where practical in order to minimize transportation costs and benefit the local economy. Where non-regional materials are available more economically to reinforce good trade practices and stimulate global economies, these materials may be pursued.

2.2.13 – Recycled Materials (LEED)

To minimize energy expenditures and new resource extraction for material production, reused and recycled materials should be used for streetscape improvements.

2.2.14 – Clean Storm Water (LEED)

Surface landscape areas and tree trenches should be designed to harvest and clean storm water for reuse in grey water irrigation systems.

2.3 – Pedestrian Appeal

INTENT

- A welcoming, intimate and safe public environment establishes a sustainable basis for a residential community.
- Diverse and engaging streetscapes and open spaces encourage return visitors.

REQUIRED

2.3.1 – Seating

On all retail streetscapes (see page 6) and open space edge conditions, one bench shall be placed for every 75 linear feet of street frontage. On all non-retail streetscapes (see page 6) one bench shall be placed for every 100 linear feet of street frontage. Seating may be grouped to address Requirement 2.3.2 below.

2.3.2 – Pedestrian Rooms

Seating elements shall be assembled in groups of two or more to create inviting outdoor pedestrian rooms within the streetscape. To increase the sense of human appeal, these groups of seating elements shall be combined with special paving, lighting, shade, bike racks and elements of art and water. These places will function as small urban oases, places of enhanced comfort and interest along the street.

2.3.4 – Bus Stops

A pedestrian room (noted above—2.3.2) shall be designed at all bus stops, providing an appealing environment for transit riders.

A bus stop shelter is required to be placed in this location by the appropriate block developer. See Streetscape Schematic Design drawings for requirement.

2.3.5 – Bike Racks (LEED)

Bike racks shall be installed adjacent to all major building entrances and where streetscapes and open spaces meet. A minimum of one four-unit bike rack shall be utilized per each major building entry.

2.3.6 – Utility Coordination

Streetscape designs shall be completed prior to utility placement so utility boxes and vaults can be integrated with the landscape module and placed within preferred utility zones. Utilities shall not interfere with the complete and uninterrupted installation of the streetscape elements.

2.3.7 – Identity Signage

District identity signage/monumentation shall be integrated within the streetscape (both sides of the street) on all streets that enter the Union Park site.

2.3.8 – Pedestrian Safety

Bollards, or other approved elements, shall be placed between noted pedestrian and vehicular zones at distances defined on plans. Tactile paving surfaces shall define pedestrian street-crossing areas.

RECOMMENDED

2.3.9 – Screening

Architectural screens should be utilized to filter and mitigate views to and across railroad tracks where Union Park streets terminate at the railroad.

2.3.10 – Moveable Furniture

A portion of the specified outdoor furniture should be moveable and adaptable to individual building-related needs, climate variations and group dynamics.

2.3.11 – People-Watching

Streetscape rooms should be designed to maximize people-watching opportunities, by organizing proximities and composing furnishings to establish synergies between the two areas.

2.3.12 – Neighborhood Gatherings

Spaces should be created that provide opportunities for neighborhood gatherings and outdoor public life. While these areas may range in size, they should be organized to allow residents the opportunity to temporarily customize them to accommodate neighborhood events and activities.

2.4 – Village Identity

INTENT

- *Regionally appropriate spaces that reflect the Mojave Desert context will define the sense of place at Union Park.*
- *Local materials and patterns will create an authentically distinctive atmosphere, unique to the Las Vegas area.*
- *Simple and abstract patterns and forms, rather than historic recreations, establish a timeless and iconic environment.*
- *Widespread and diverse integration of two- and three-dimensional art elements will reflect the community's value in culture and the aesthetics.*

REQUIRED

2.4.1 – Supplemental Furnishings

When an individual project has more then 5 seating elements, every fifth component shall be picked from the unconventional furnishing list (See appendix 1). Alternatively, these benches can also be custom built by a local artist.

2.4.2 – Suspended Lights

Temporary lights and cables overhanging the Promenade right-of-way may be used to create a distinctive and scaled street space, with these elements occurring no lower then 16'-8" above roadway surfaces.

2.4.3 – Potted Plants

Sculptural potted plants shall be placed at prescribed percentages to animate and informalize the pedestrian streetscape.

RECOMMENDED

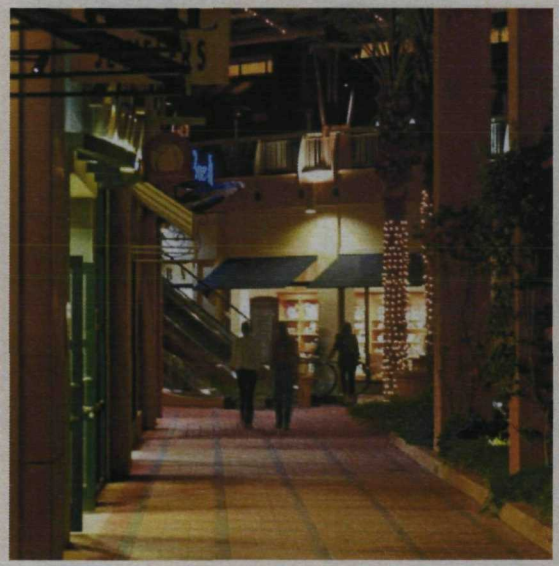
2.4.4 – Integrated Art

Art should be integrated throughout the village as a defining element of the urban community. Art includes two- and three-dimensional representations, sound and performance, furniture and infrastructure pieces.

2.4.5 – Sculptural Plants

Plants should be sought for their diverse tactile and visual qualities to establish natural sculpture gardens.

2.4.6 – Desert Bloom



Multi-season concentrations of desert floral color should be integrated into planting designs, providing a staged year-round presentation.

2.4.7 – Story Telling

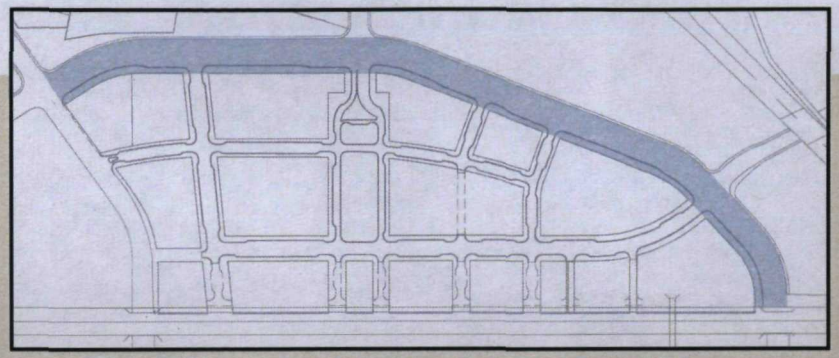
Educational and cultural artifacts and devices that tell a story about the region and place should be integrated into the streetscapes and open spaces.

2.4.8 – Kiosks

Retail and information kiosks should be integrated into the village, in select locations to be noted on future schematic master plan. Kiosks will be positioned on private property.

2.4.9 – Shade Structures: Artist

Arbor and pergola shade structures should be commissioned by artists, in select locations to be noted on future schematic master plan.



As with the world's great urban parkways, Grand Central Parkway maintains a strong, continuous building presence and a unified landscape treatment. People, transportation and building uses are sensitively integrated along the parkway.

Rebuilt from its current condition to accommodate Las Vegas' Bus Rapid Transit, Grand Central Parkway provides designated bus lanes and transit stops in the median.

INTENT

LINEAR PARK A desert garden theme distinguishes the parkway, symbolically connecting the city to its Mohave Desert context, culminating at the Ruvo Center and Clark County landscapes. The pedestrian area functions as an oasis of sorts, a comfortable, safe and interesting corridor for residents to both stroll and linger. Layers of trees shade the Union Park walkway from afternoon sun, and separate auto from pedestrian zones.

DISTRICT EDGE Sense of place drives the parkway plan. The parkway defines the edge of this new downtown district and presents it to passersby as a diverse and animated village. Modulated landscape patterns incorporate diverse and tactile plant forms, celebrating regional qualities that make Las Vegas exotic. Street-front buildings overlook the parkway and showcase it as a high quality mixed-use community.

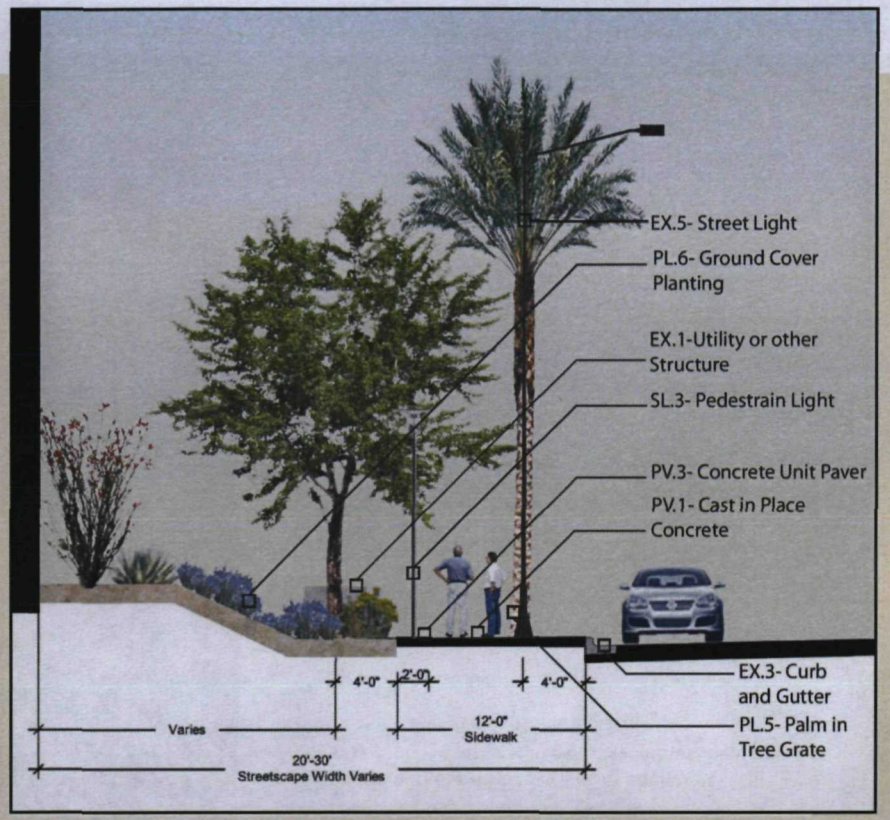
SUSTAINABLE LANDSCAPE A number of environmentally beneficial practices may occur within the parkway landscape. Prior to entering pipe conveyance, plant and microbial filters could collect and clean storm water run-off. With the use of tree cover and other plants, urban heat island temperatures could be moderated. Sustainable landscape practices may include drought-tolerant plants and efficient irrigation systems.

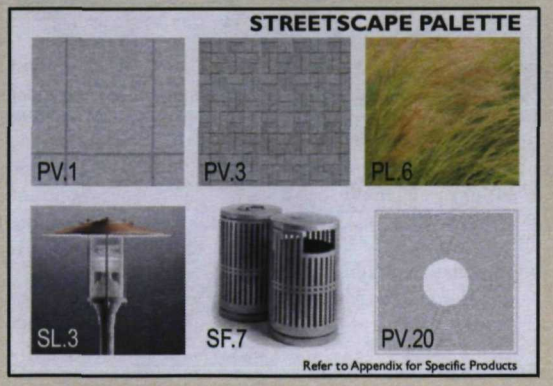
REQUIRED

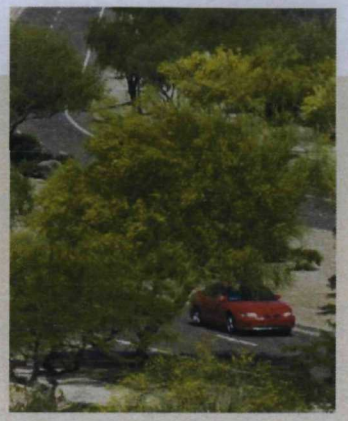
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

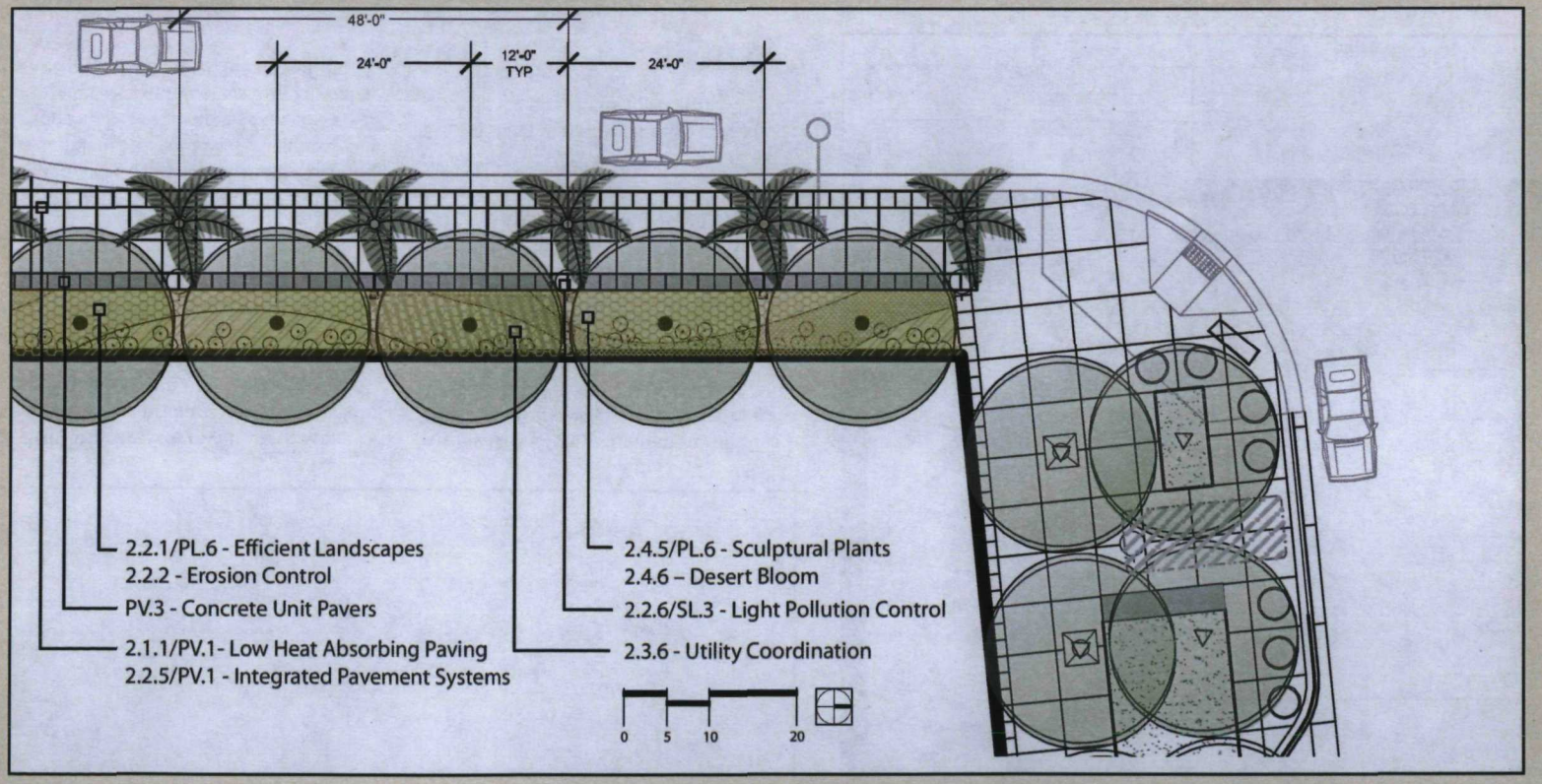
RECOMMENDED

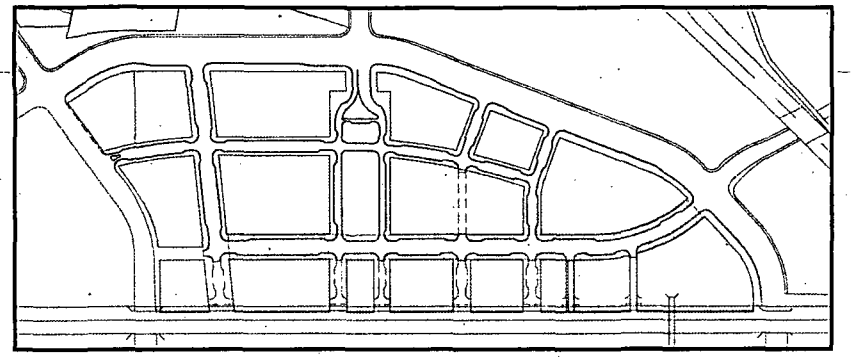
See Site Plan diagrams, streetscape and open space guidelines (page 18).








48'-0"
24'-0"
12'-0" TYP
24'-0"
2.2.1/PL.6 - Efficient Landscapes
2.2.2 - Erosion Control
PV.3 - Concrete Unit Pavers
2.1.1/PV.1- Low Heat Absorbing Paving
2.2.5/PV.1 - Integrated Pavement Systems
2.4.5/PL.6 - Sculptural Plants
2.4.6 – Desert Bloom
2.2.6/SL.3 - Light Pollution Control
2.3.6 - Utility Coordination
0
5
10
20



City Parkway, together with Clark Avenue, functions as the primary internal vehicle route through Union Park. Major parking garages can be accessed along the length of this street. Continuous on street parking serves retail uses which define much of this street.

INTENT

FORMAL AND STATELY City Parkway is intended to be elegant and stately, defined by a sophisticated and well-integrated relationship between streetscape and retail uses. Large deciduous trees and tall palm trees reinforce the stately quality of the street.

LAYERED Multiple rows of trees, landscape and building-related shade structures create richness and comfort on this retail street. These elements also help to mitigate the scale of the street.

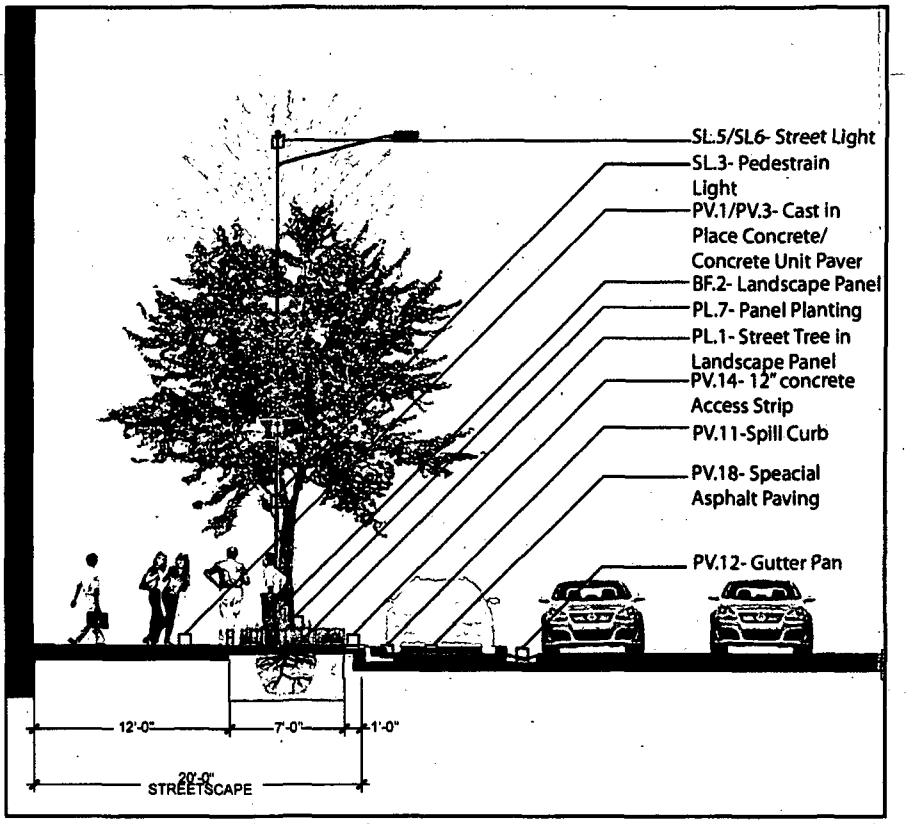
ANIMATED Intermittent opportunities for sun pockets, water and art are used to establish small venues for gathering and animating the street.

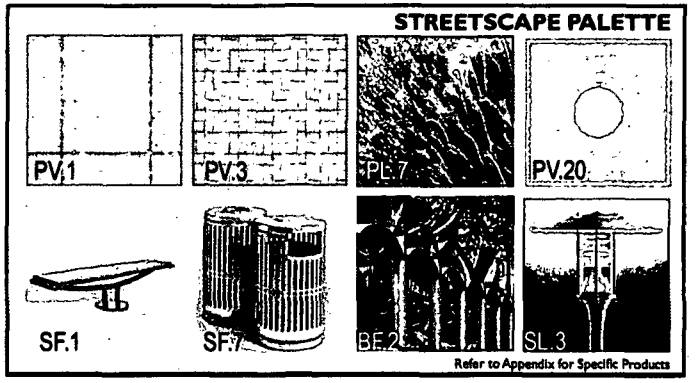
REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

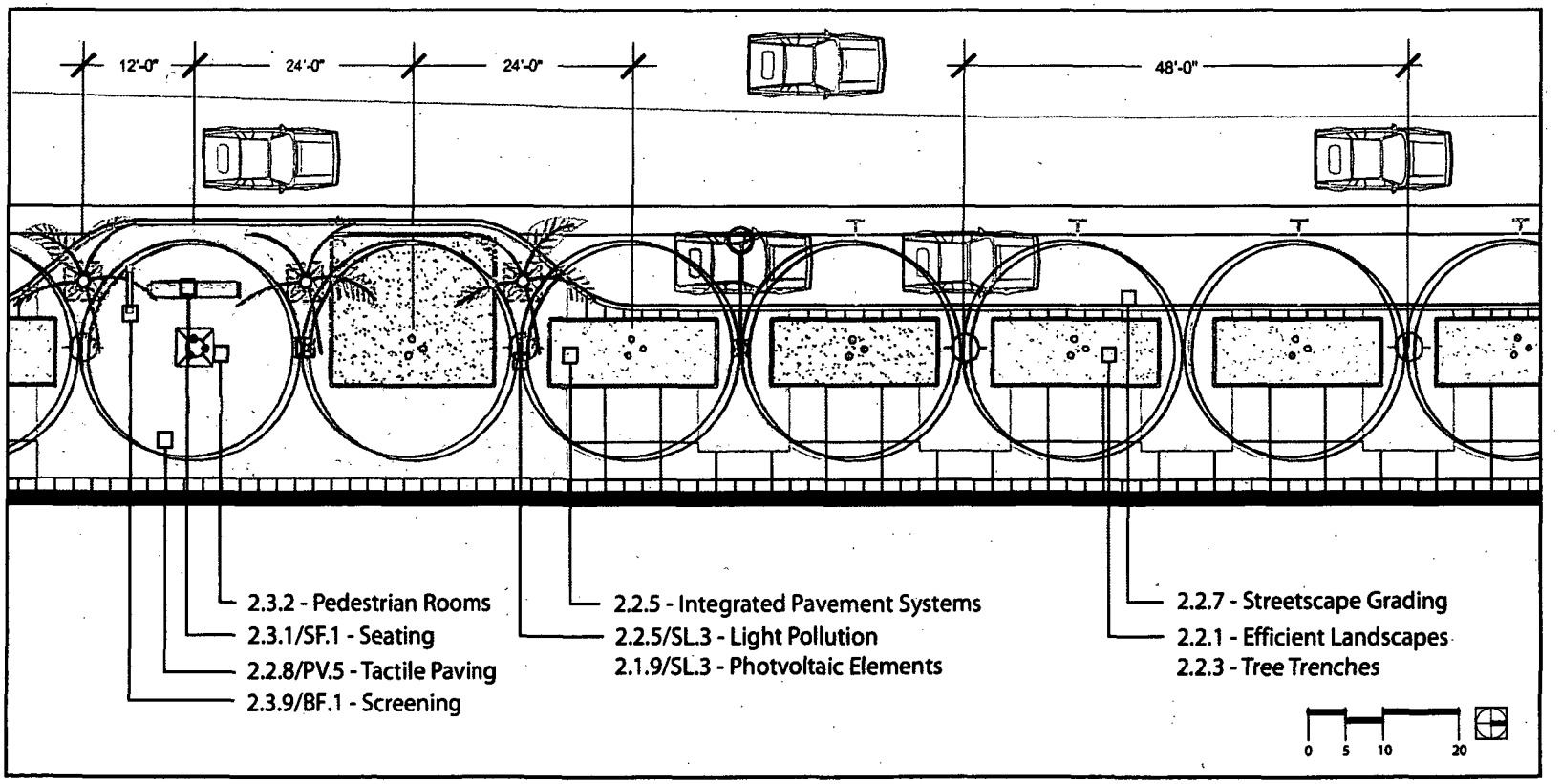
RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).

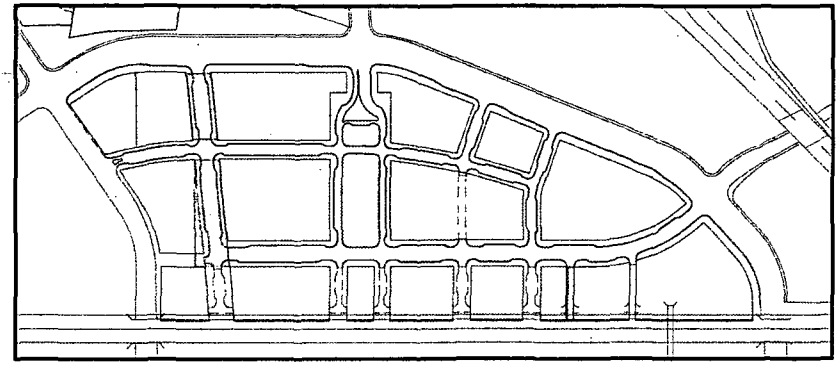


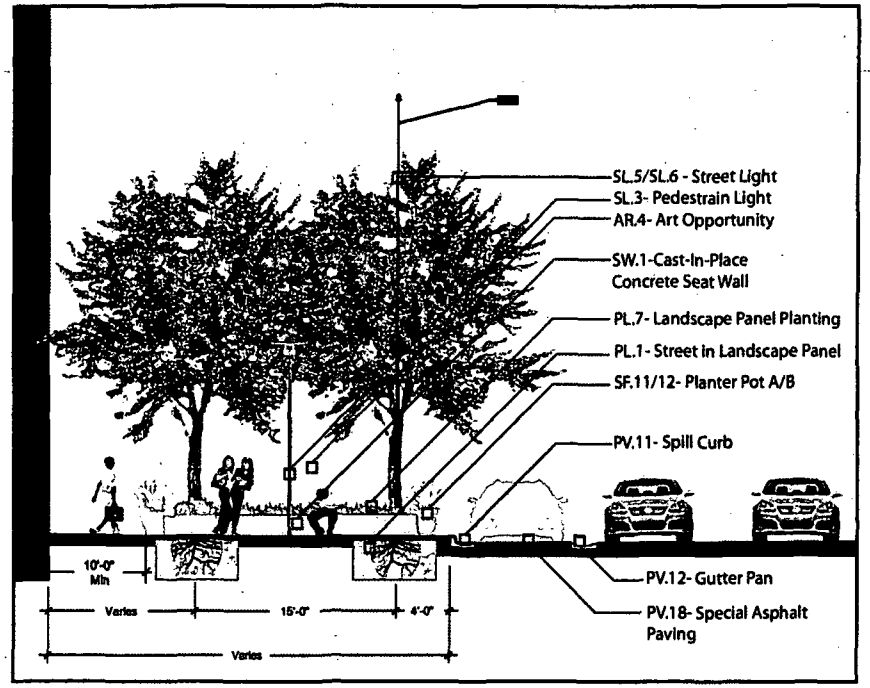


bebe
bebe


12'-0"
24'-0"
24'-0"
48'-0"
2.3.2 - Pedestrian Rooms
2.3.1/SF.1 - Seating
2.2.8/PV.5 - Tactile Paving
2.3.9/BF.1 - Screening
2.2.5 - Integrated Pavement Systems
2.2.5/SL.3 - Light Pollution
2.1.9/SL.3 - Photvoltaic Elements
2.2.7 - Streetscape Grading
2.2.1 - Efficient Landscapes
2.2.3 - Tree Trenches
0
5
10
20

2.7 West Clark Avenue





West Clark Avenue defines Union Park's southern medical office district as an addressable, signature street. The generous pedestrian zone on the south side of this street forms a pedestrian esplanade. A series of small venues within this zone enhances West Clark Avenue as a canopied destination space, with places to gather in the shade around water or art.

INTENT

ANIMATED IDENTITY The streetscape reflects its proximity to Performing Arts and World Market, both arts-oriented facilities, with the use of sculptural furnishings, chic lighting techniques and a contemporary floor pattern. Sculptural tree forms, massed in groves along the length of the street, define the signature *quality of the street. Clearings between tree* groves provide opportunities for art and water.

REGIONAL FIT Desert context establishes a source for plant, paving and furniture selection. *Paving systems are organized in blended desert* hues. Regional tree species display ornamental characteristics but also benefit from low watering needs. Oversized pre-cast concrete seating elements expose light-colored desert sands and maintain a cool temperature.

COMFORT AND DESTINATION IN AN URBAN GARDEN The urban garden notion for this street suggests an elegant, stately, and green environment. A continuous canopy of thriving urban trees establishes the leading garden component of the space, offering a cool place to gather in the shade.

ESPLANADE The street will function as a comfortable passage for those pedestrians moving to and from the city and destinations within and west of the Union Park development. These destinations include the Clark County Government Center, the World Market Center, the Las Vegas Outlet Mall and downtown uses.

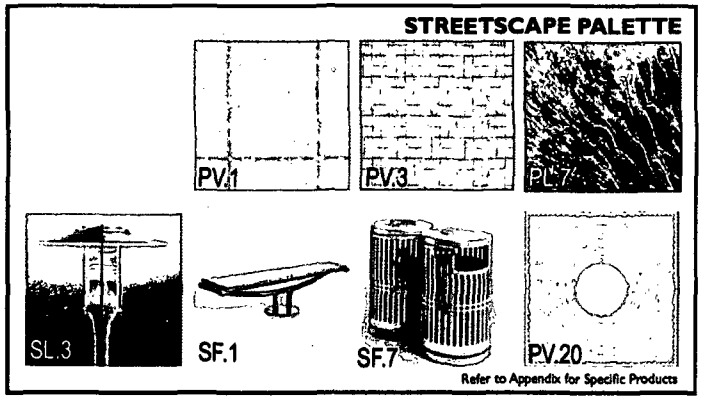
CENTERS Two key places will be developed along the length of the street: Serenity Square at the intersection area of West Clark Avenue and City Parkway, and Rejuvenation Place at the intersection of the West Clark Avenue and Union Park Promenade. These places will be defined by *concentrating a mix of uses to establish centers* within the office district. A rich sense of place may be developed here, with building emphasis, paving and other site amenities used to distinguish these areas.

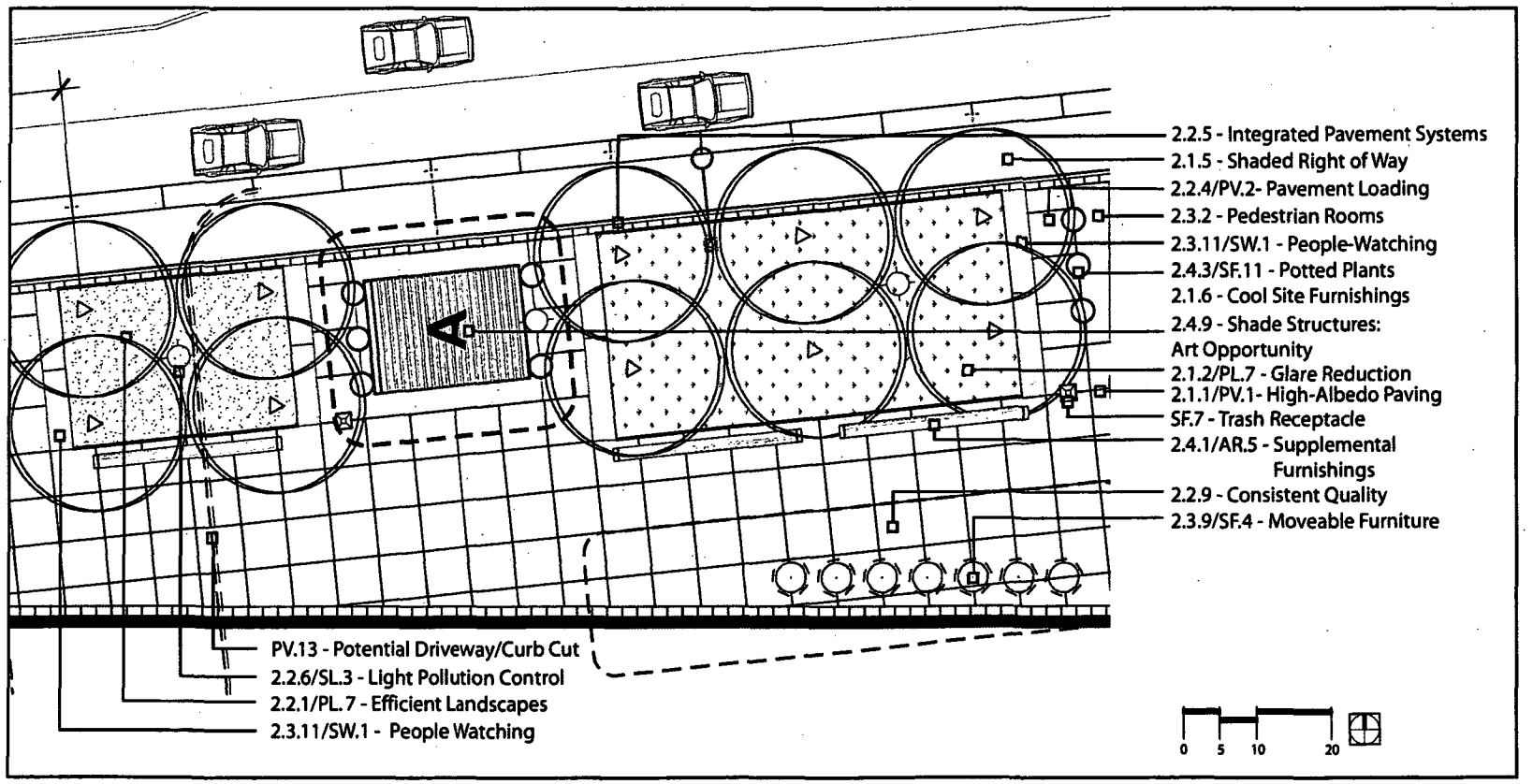
REQUIRED

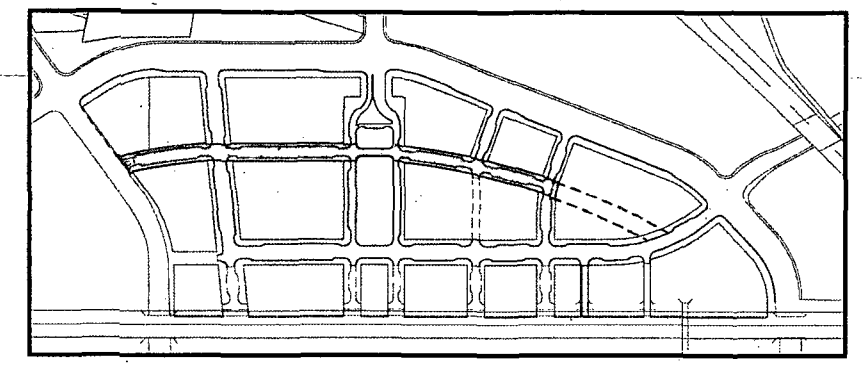
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).




2.2.5 - Integrated Pavement Systems
2.1.5 - Shaded Right of Way
2.2.4/PV.2- Pavement Loading
2.3.2 - Pedestrian Rooms
2.3.11/SW.1 - People-Watching
2.4.3/SF.11 - Potted Plants
2.1.6 - Cool Site Furnishings
2.4.9 - Shade Structures: Art Opportunity
2.1.2/PL.7 - Glare Reduction
2.1.1/PV.1- High-Albedo Paving
SF.7 - Trash Receptacle
2.4.1/AR.5 - Supplemental Furnishings
2.2.9 - Consistent Quality
2.3.9/SF.4 - Moveable Furniture
PV.13 - Potential Driveway/Curb Cut
2.2.6/SL.3 - Light Pollution Control
2.2.1/PL.7 - Efficient Landscapes
2.3.11/SW.1 - People Watching
0 5 10 20



Comfort, distinction and destination quality define this signature village space. Union Park Promenade exemplifies street life at Union Park. In celebration of a traditional event, the street may occasionally resemble a middle-eastern bazaar, thick with people, food and other goods, festooned with banners and fabric. On other days, Union Park Promenade will resemble a busy commercial street, bustling with everyday activities associated with a thriving urban neighborhood. On most days, the street will be enjoyed as a pleasant destination; the storefronts are always changing, the air is cooler and there are people to watch.

INTENT

PEDESTRIAN SPACE Union Park Promenade welcomes both automobiles and pedestrians, but feels more pedestrian than most streets, with subtle distinctions between the two realms.

SHADE AND COMFORT Street orientation, building massing, trellises, tree canopies and even a light-colored floor play a role in reducing heat absorption and temperature build-up.

REGIONAL CHARACTER Materials, colors and patterns may be used to create a stylized desert expression. Bursts of color celebrate the spectacular desert blooms.

ENDURING QUALITY The Union Park village will establish a new and consistent level of quality for downtown Las Vegas. Union Park Promenade will demonstrate that quality in the most concentrated fashion, where buildings and public spaces occur in a cohesive fashion.

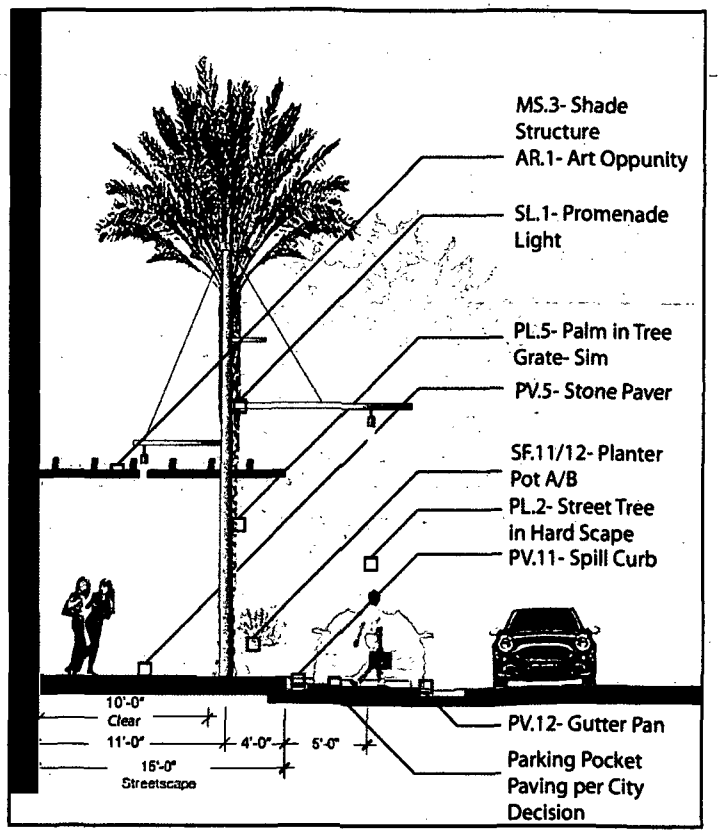
VARIETY While a fairly consistent set of streetscape improvements are intended for the Promenade, a variety of retail expressions are desirable. Storefront design, signage, shade structures and movable furniture will reflect the individual interests and themes of retailers, within the parameters established by these guidelines.

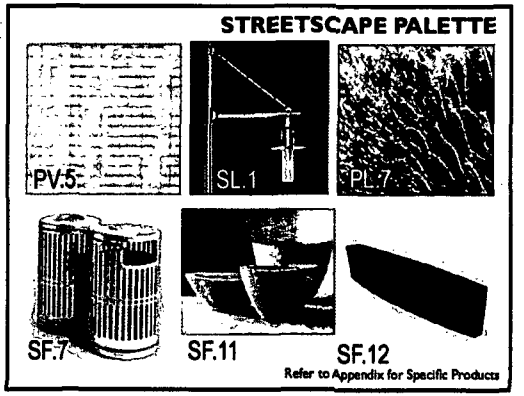
REQUIRED

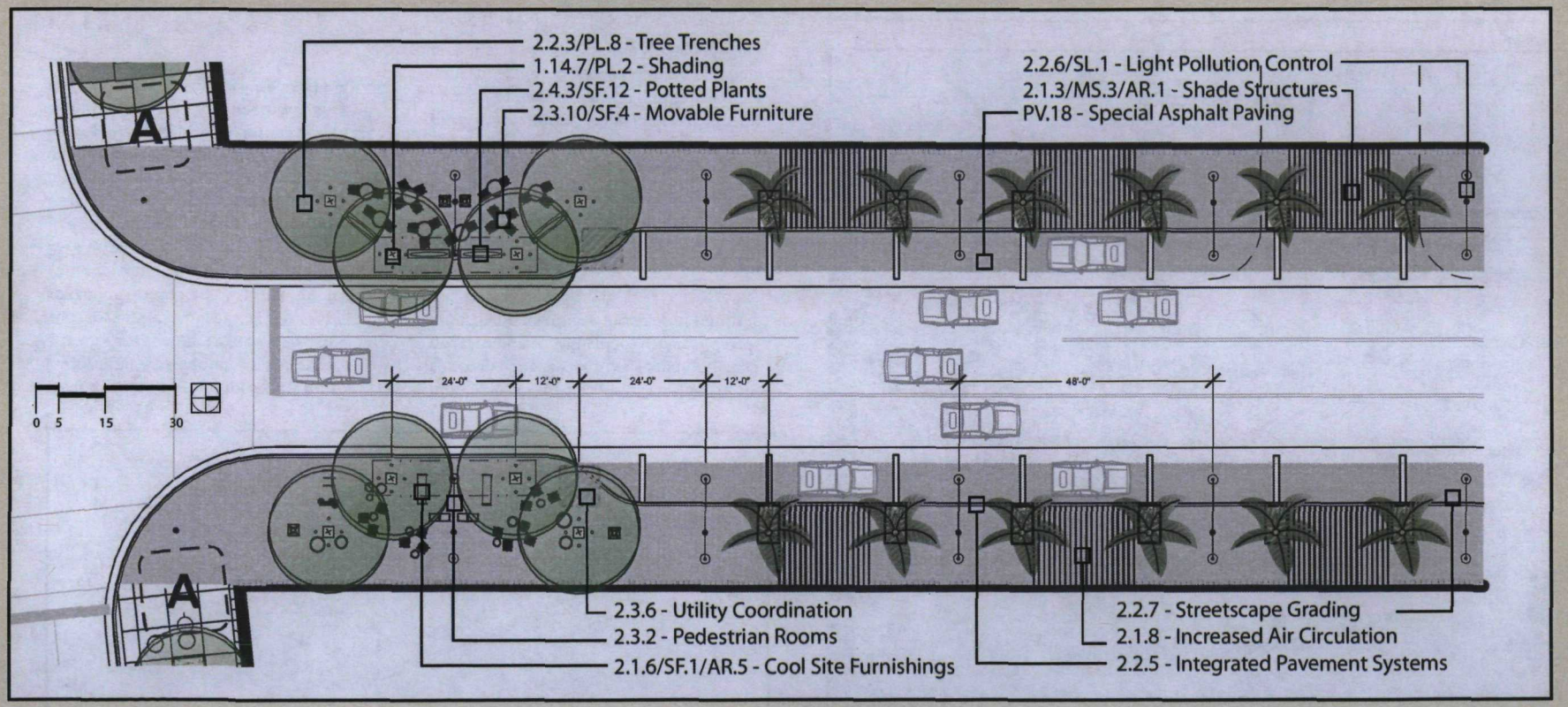
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

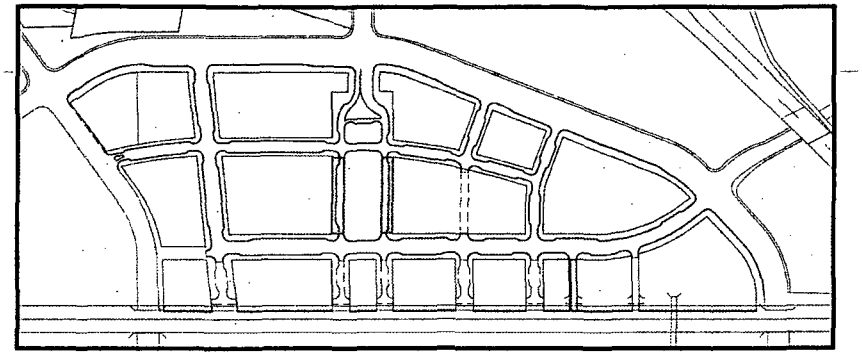
See Site Plan diagrams, streetscape and open space guidelines (page 18).






2.2.3/PL.8 - Tree Trenches
1.14.7/PL.2 - Shading
2.4.3/SF.12 - Potted Plants
2.3.10/SF.4 - Movable Furniture
2.2.6/SL.1 - Light Pollution Control
2.1.3/MS.3/AR.1 - Shade Structures
PV.18 - Special Asphalt Paving
A
A
0 5 15 30
24'-0"
12'-0"
24'-0"
12'-0"
48'-0"
2.3.6 - Utility Coordination
2.3.2 - Pedestrian Rooms
2.1.6/SF.1/AR.5 - Cool Site Furnishings
2.2.7 - Streetscape Grading
2.1.8 - Increased Air Circulation
2.2.5 - Integrated Pavement Systems

2.9 Discovery Avenue – Flanking Park



Positioned as a grand forecourt for the Performing Arts Center, Symphony Park anchors the facility to the Lewis Street corridor and establishes the primary public space for Union Park. Serving both Union Park residents and city visitors, Symphony Park provides a variety of spaces scaled to accommodate a range of events and uses. While the primary spaces will be monumentally scaled to achieve a civic quality, other spaces within the park will be organized to provide intimacy and solar comfort. Tree and architectural canopy, water and landscape will be used for cooling effects.

INTENT

A PEDESTRIAN SPACE One way vehicle circulation loops the north and south faces of Symphony Park, establishing a counter-clockwise circulation that serves drop-off functions at the performing arts facility and minimizes the width of vehicular surfaces. By dividing traffic in this area, the park district is distinguished and made more pedestrian-friendly. The floor fo the space may be treated consistently across pedestrian and vehicular surfaces in order to further accentuate the special nature of this civic space.

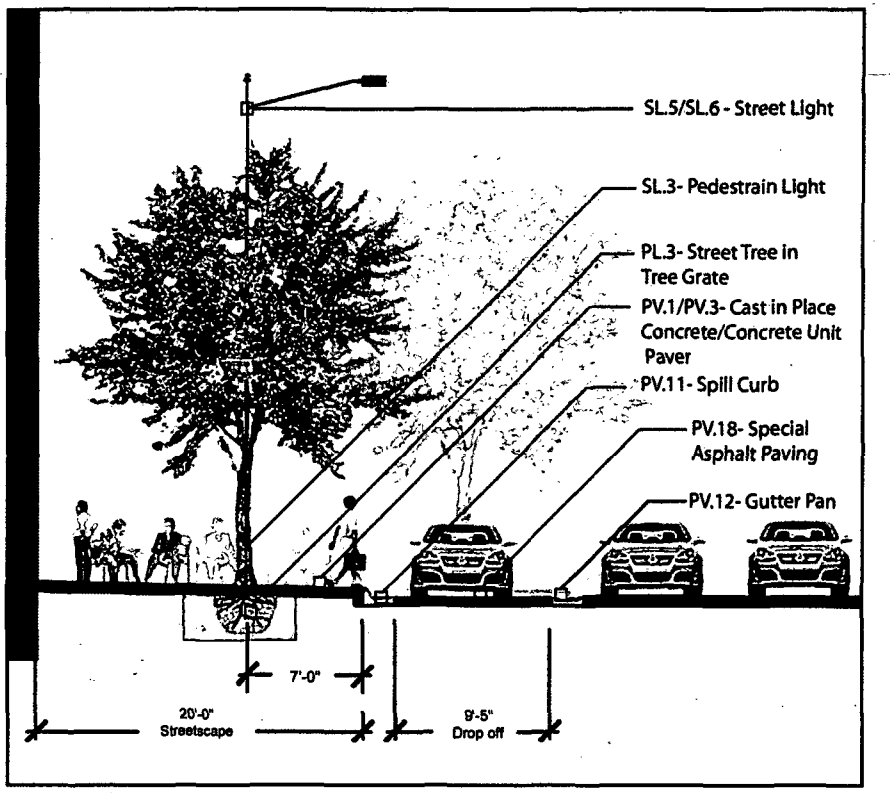
ACTIVE EDGES The park combines a set of large flexible open spaces with cool and intimate garden spaces that define its perimeter and allow people to gather and overlook the primary open spaces. The perimeter spaces also establish a promenade setting, allowing residents and guests the opportunity to stroll through a cool set of varied gardens, some of which may function as sculpture gardens.

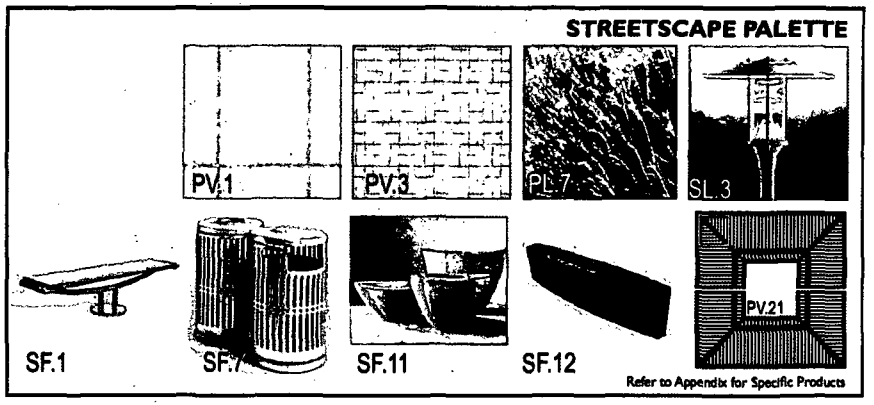
REQUIRED

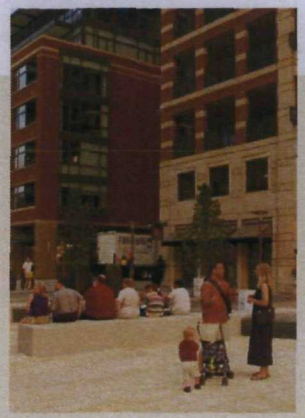
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

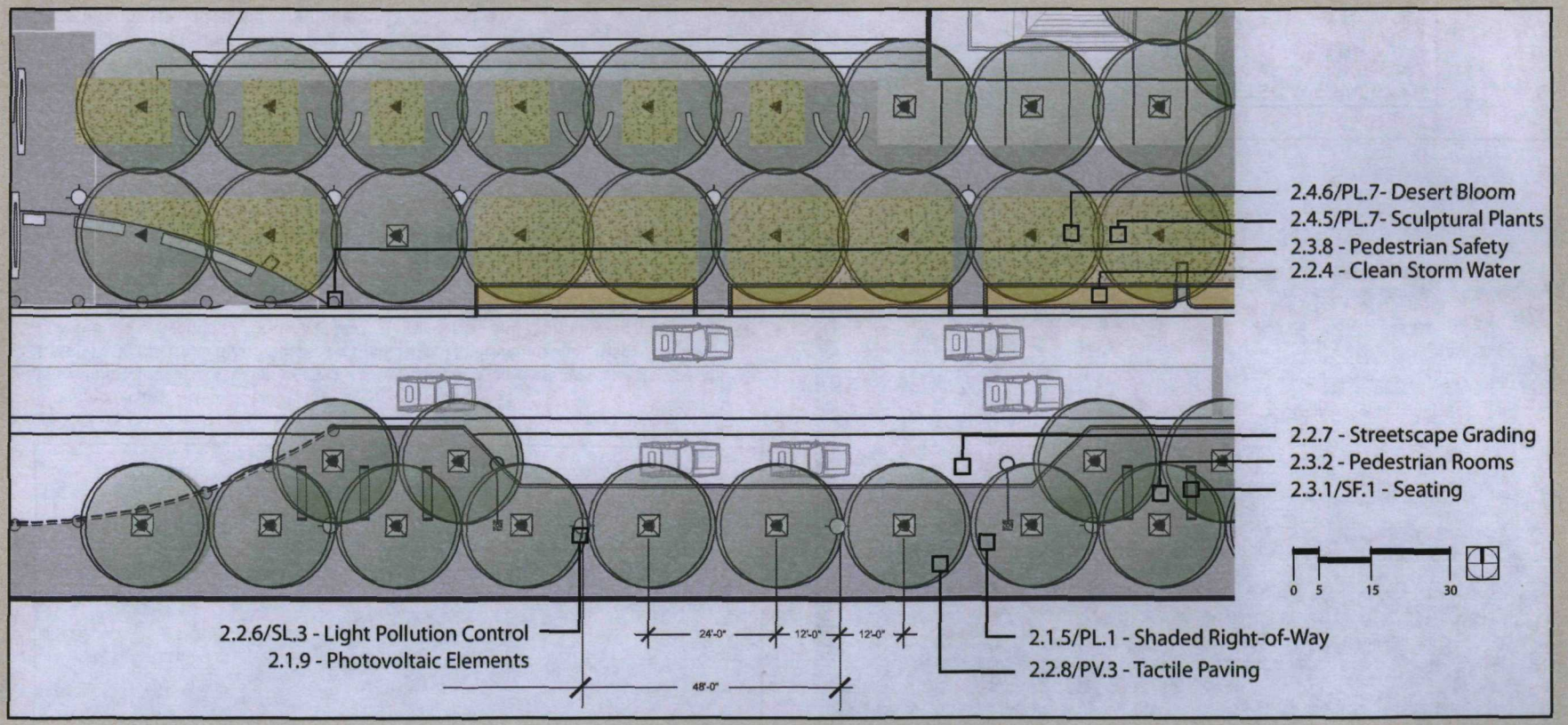
RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).

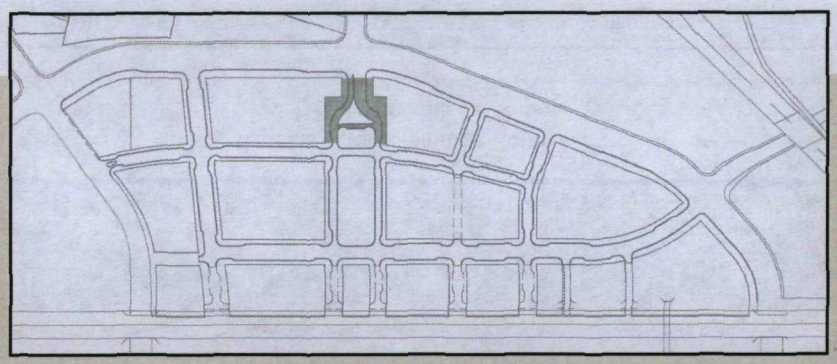







2.4.6/PL.7- Desert Bloom
2.4.5/PL.7- Sculptural Plants
2.3.8 - Pedestrian Safety
2.2.4 - Clean Storm Water
2.2.7 - Streetscape Grading
2.3.2 - Pedestrian Rooms
2.3.1/SF.1 - Seating
0 5 15 30
2.2.6/SL.3 - Light Pollution Control
2.1.9 - Photovoltaic Elements
24'-0"
12'-0"
12'-0"
48'-0"
2.1.5/PL.1 - Shaded Right-of-Way
2.2.8/PV.3 - Tactile Paving

2.10 Discovery Avenue (Entrance)



A distinctive and urbane identity will be important to the arrival experience at Union Park, offering a first impression that is grand but welcoming. Landscape and building definition combine to announce the village as a dense and exciting place, but one that offers the appeal of comfortable park and garden spaces that define the public realm of the urban community.

INTENT

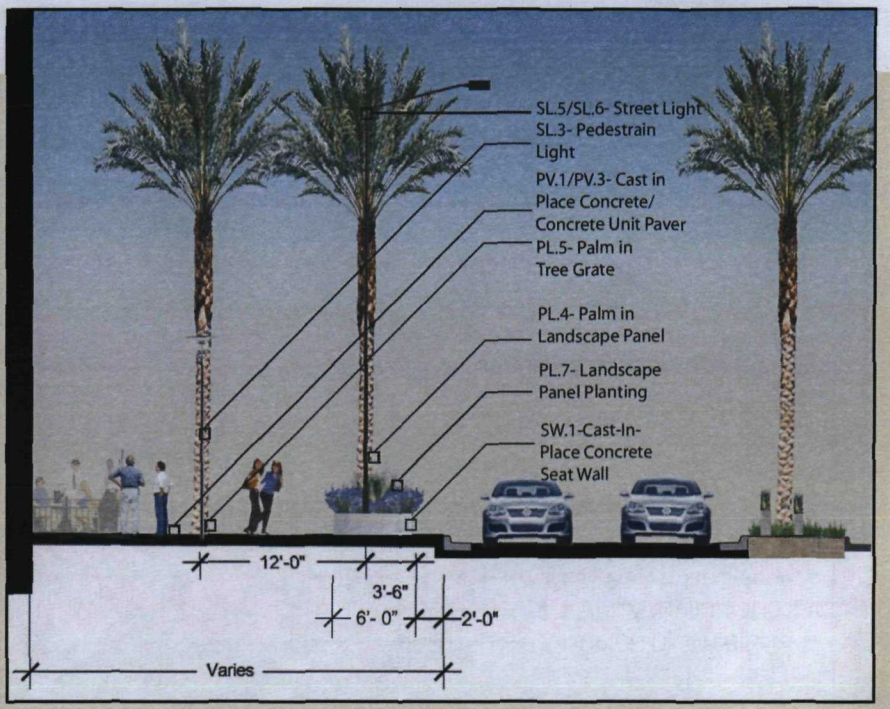
FIRST IMPRESSION The generous dimension of this street provides for functional vehicle movement, commits healthy pedestrian zones and allows views deep into the site. Both the Performing Arts Center and City Hall will be visible to drivers and pedestrians passing through this formal entrance to Union Park.

REQUIRED

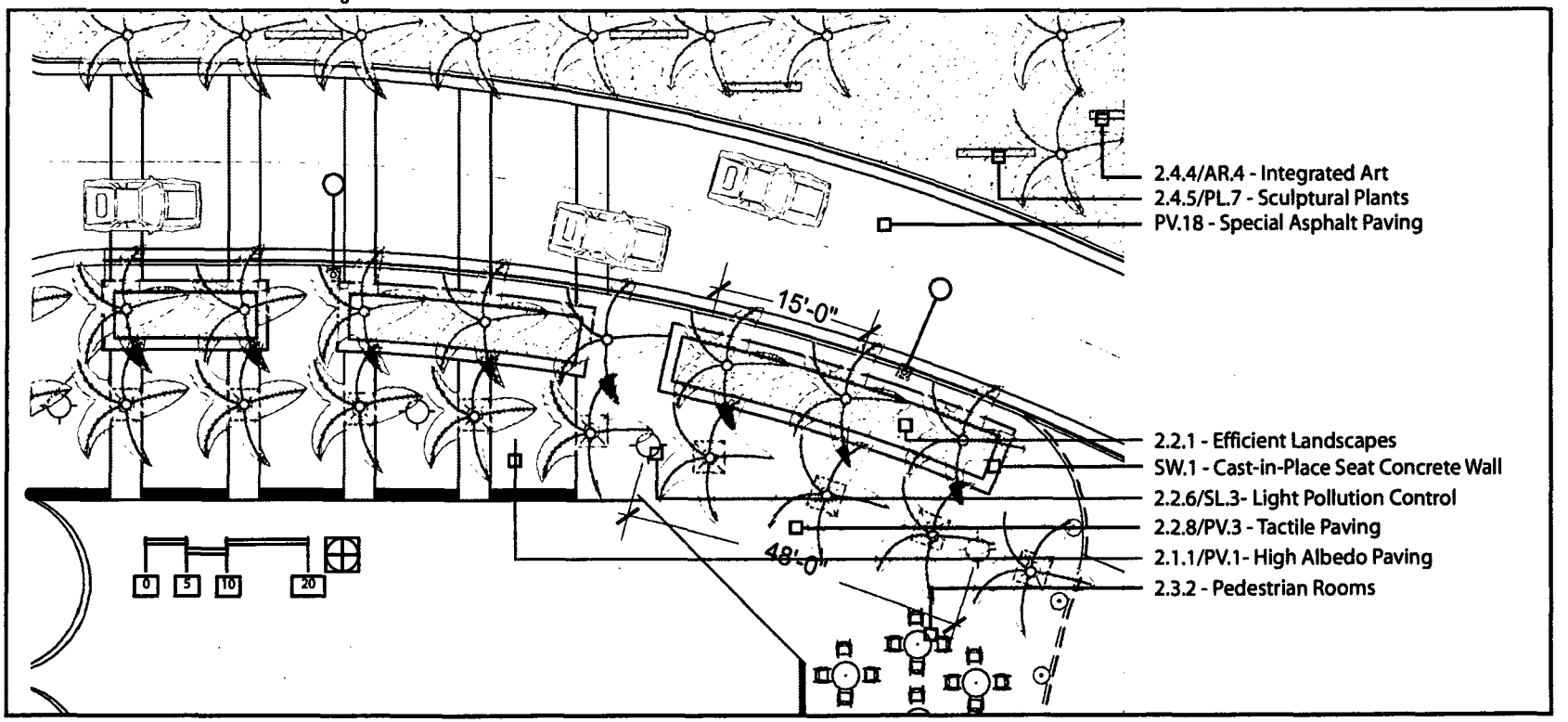
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

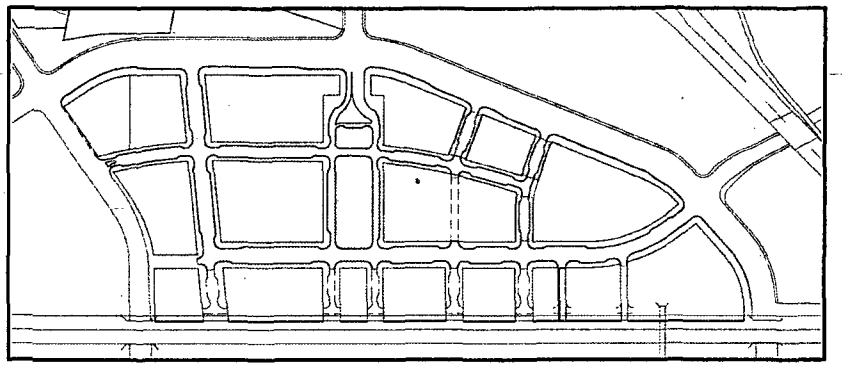
See Site Plan diagrams, streetscape and open space guidelines (page 18).



Median width based on future schematic design.



2.11 West Bridger and West Carson Avenue



Great urban neighborhoods are defined by great streets. West Bridger and Carson Avenues rely upon an engaging relationship between ground-floor residential uses and the public streetscape. Here, the semi-public territory of the residence, defined by lobbies, building entries, stoops, patios and gardens are revealed to passersby as a means of activating the street and engaging residents in public life.

INTENT

NEIGHBORHOOD SCALE The sense of neighborhood is enhanced with a streetscape that is intimate, but comfortable to walk. Small gathering opportunities may be developed, e.g. where these streets meet Union Park Promenade. Solar influences result in an asymmetrical street section, apportioned to address objectives for summer shade and winter sun access.

CONTIGUITY As the extensions of Las Vegas' Bridger and Carson Streets, these streets provide local access and connections through this site. While service and parking garage access may be provided from these streets, curb cuts will be minimized, limited to selected locations.

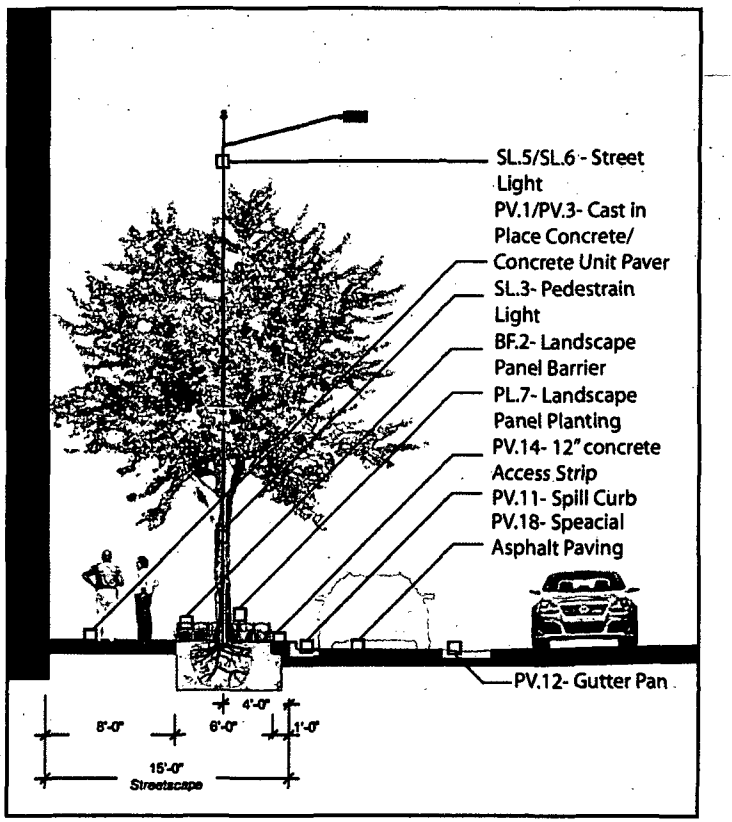
ORNAMENT Decorative details that such as low garden rails and perennial plantings are appreciated by residents. The role of art in customizing these components may be explored.

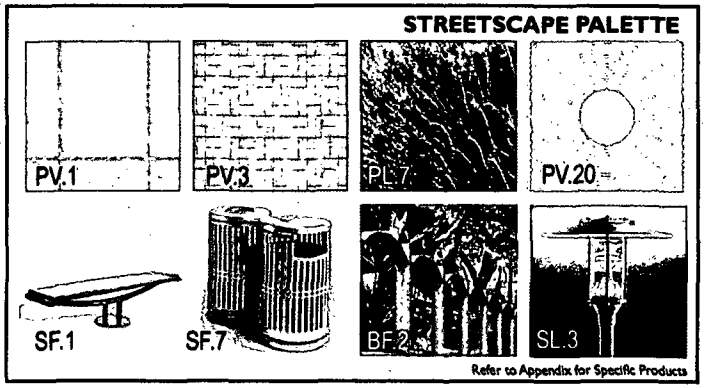
REQUIRED

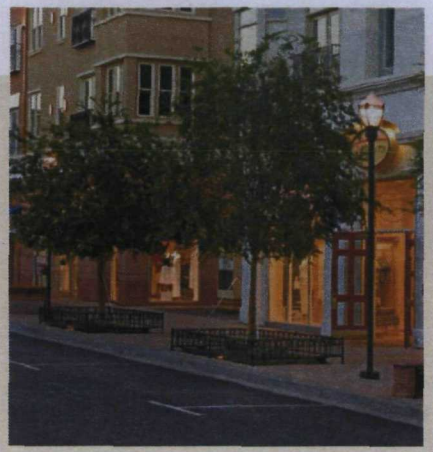
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site *Materials and Components Matrix (pp. 42, 43)*, and Appendix with draft components, materials and plants.

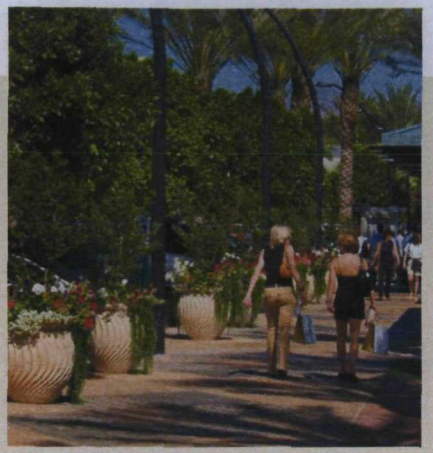
RECOMMENDED

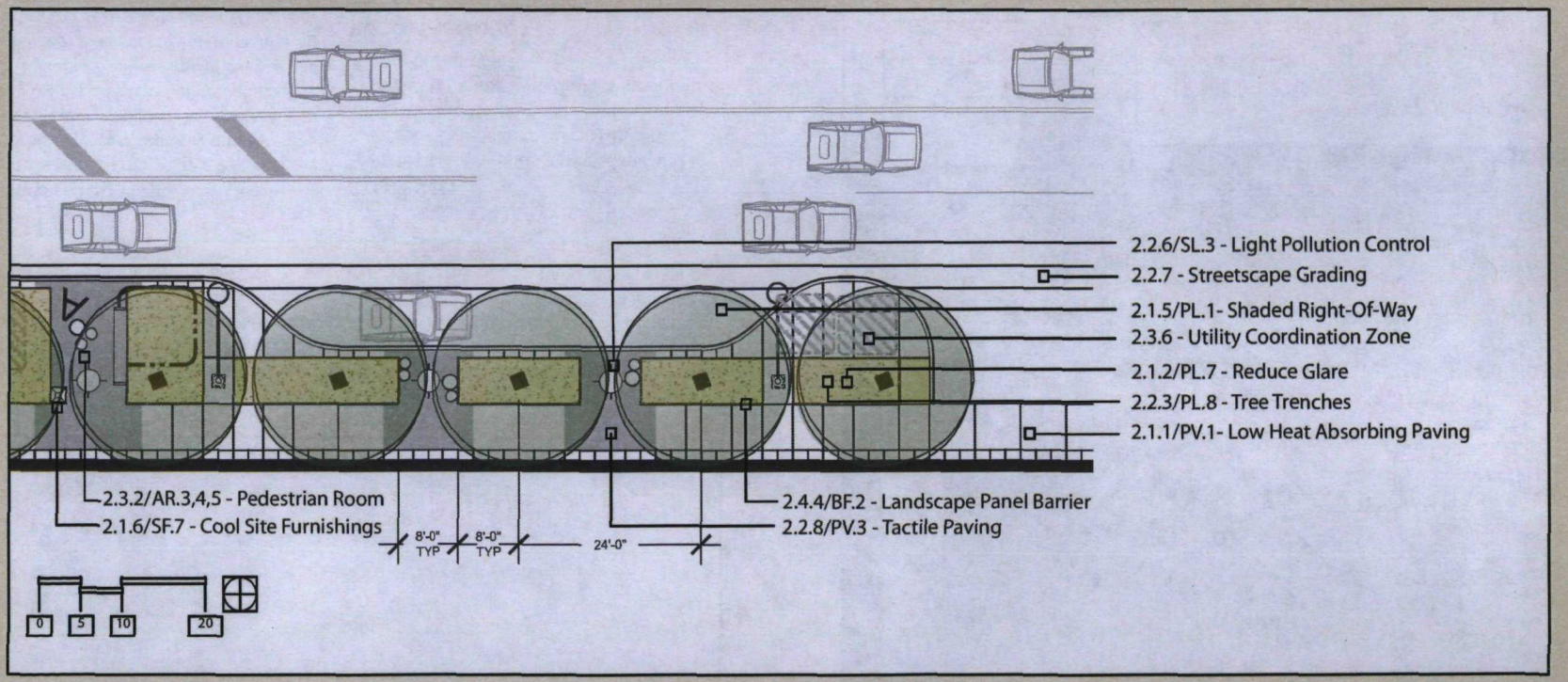
See Site Plan diagrams, streetscape and open space guidelines (page 18).



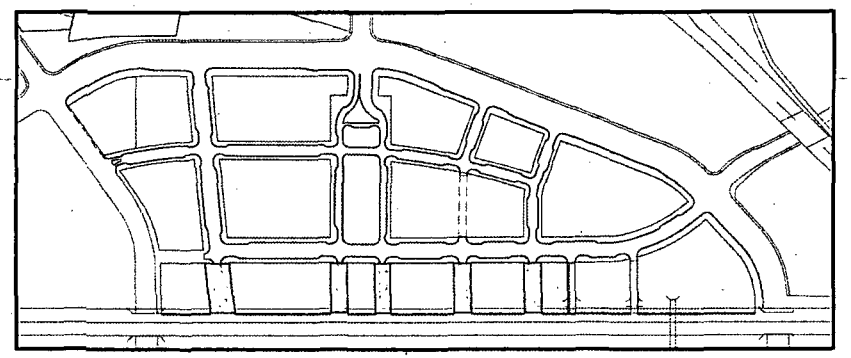







2.2.6/SL.3 - Light Pollution Control
2.2.7 - Streetscape Grading
2.1.5/PL.1- Shaded Right-Of-Way
2.3.6 - Utility Coordination Zone
2.1.2/PL.7 - Reduce Glare
2.2.3/PL.8 - Tree Trenches
2.1.1/PV.1- Low Heat Absorbing Paving
2.3.2/AR.3,4,5 - Pedestrian Room
2.1.6/SF.7 - Cool Site Furnishings
2.4.4/BF.2 - Landscape Panel Barrier
2.2.8/PV.3 - Tactile Paving
8'-0" TYP
8'-0" TYP
24'-0"
0
5
10
20

2.12 Street Extensions (Private)



These streets are organized as "T" intersections at the railroad interface, providing access to a service and fire access road which parallels the rail corridor. This service road will be integrated with parking garages which abut the rail.

INTENT

NEIGHBORHOOD PLACES As local streets, these streets may play a role as neighborhood places. Minimal through-traffic may allow residents the opportunity to establish block party or other gatherings. As such, the streets are kept simple, but planned with a number of elements that humanize and give pedestrian scale to the street. Columnar trees are spaced to distinguish the space, and lights are suspended over the streets to further define the pedestrian scale.

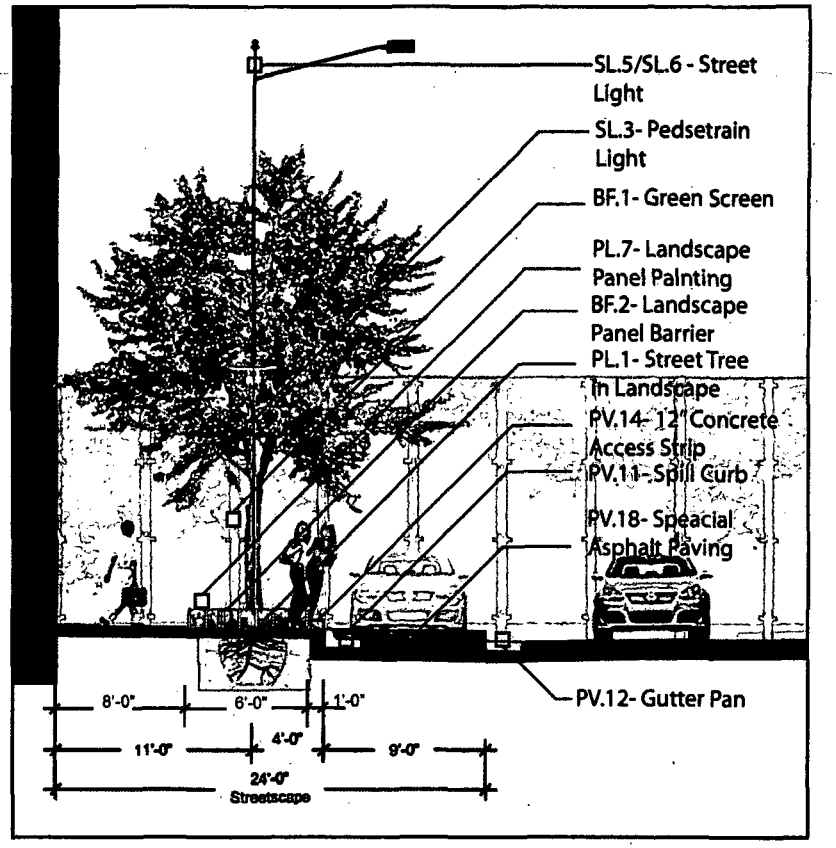
ELEGANT TERMINUS A concrete court at the end of the street allows auto and fire truck turning radii, but also calls subtle attention to the area as a pedestrian space. Columnar trees and an architectural screen define and mitigate the rail edge of the space, providing an appealing terminus, and an opportunity for art.

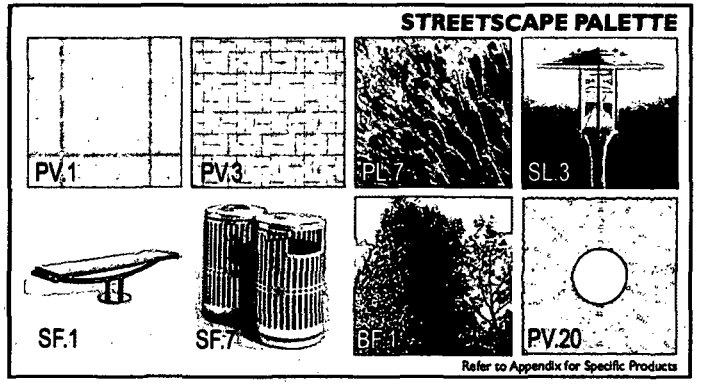
REQUIRED

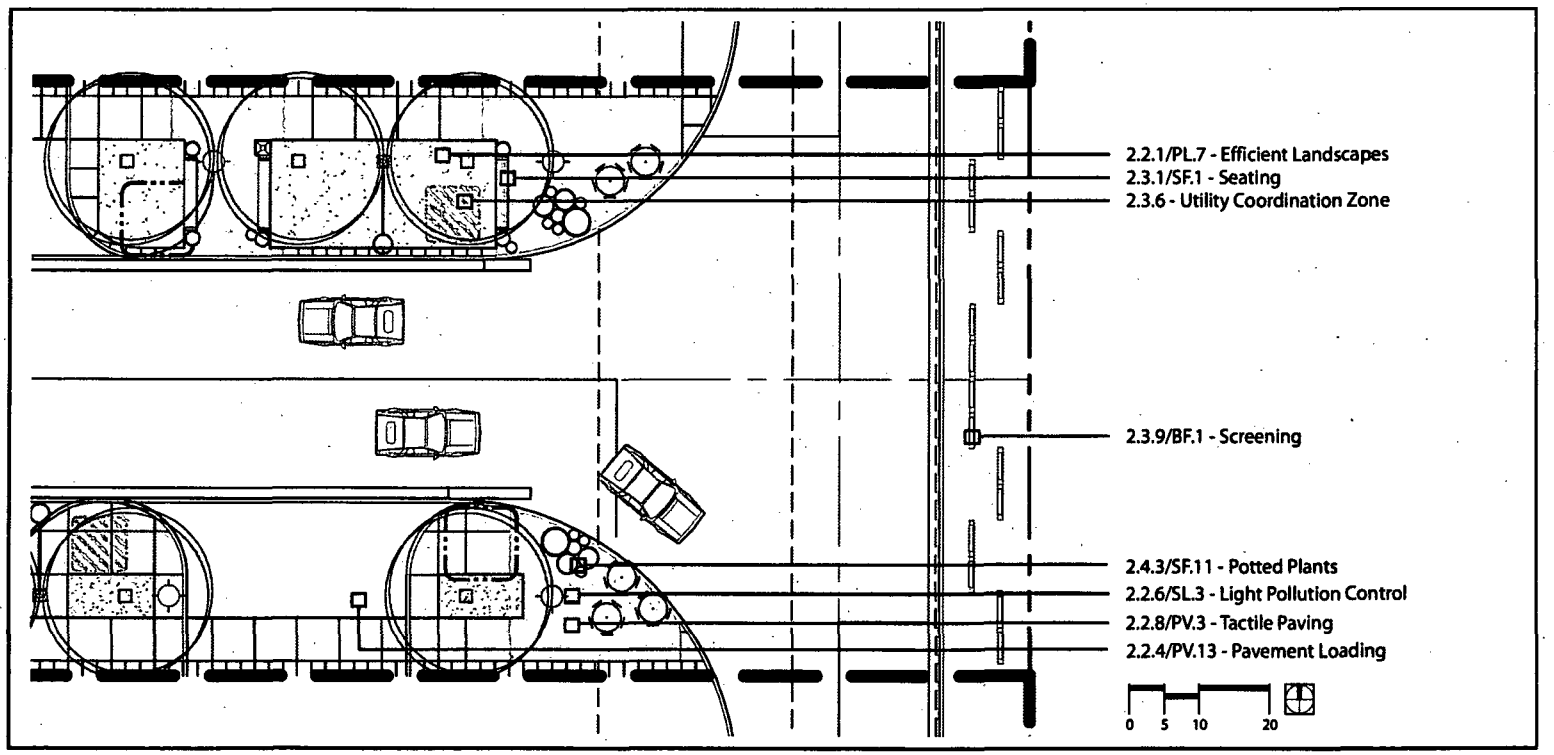
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

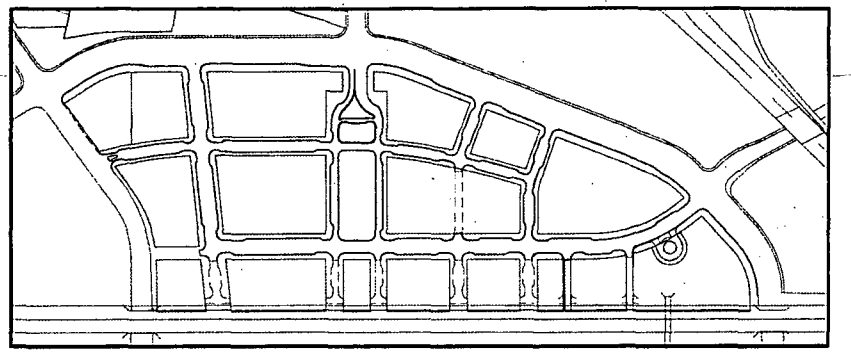
See Site Plan diagrams, streetscape and open space guidelines (page 18).

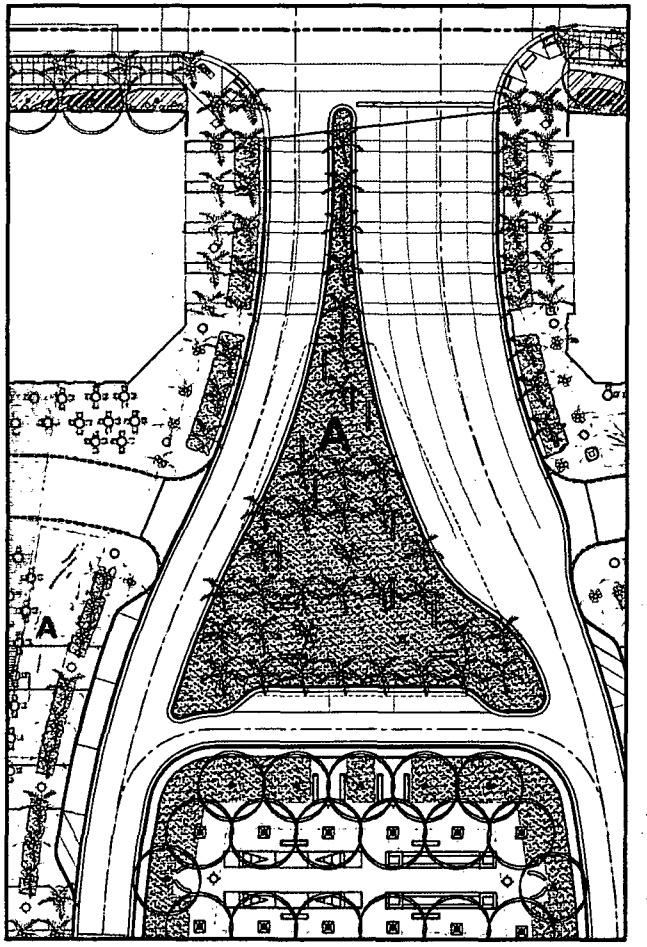





2.2.1/PL.7 - Efficient Landscapes
2.3.1/SF.1 - Seating
2.3.6 - Utility Coordination Zone
2.3.9/BF.1 - Screening
2.4.3/SF.11 - Potted Plants
2.2.6/SL.3 - Light Pollution Control
2.2.8/PV.3 - Tactile Paving
2.2.4/PV.13 - Pavement Loading
0 5 10 20

2.13 Symphony Park Forecourt





INTENT

WOW FACTOR An impressive palm grove envelopes an intimate fountain centerpiece, beckoning attention from passersby and offering a filtered view to the development beyond. While visually dramatic, this area is intended to be less active than Symphony Park, potentially offering a more contemplative experience for residents and visitors.

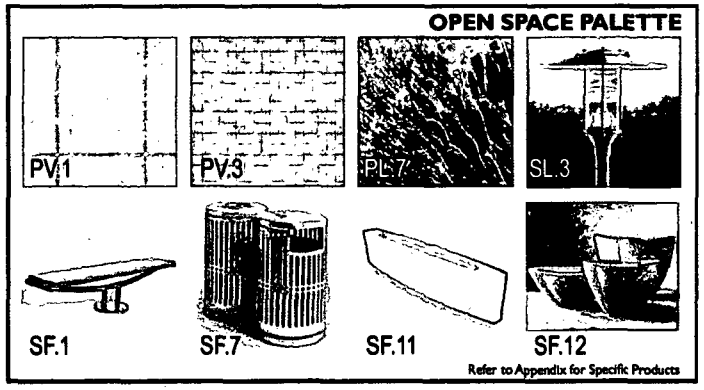
Retail kiosks may be positioned along the Promenade edge, reinforcing the importance and continuity of that *important pedestrian street.*

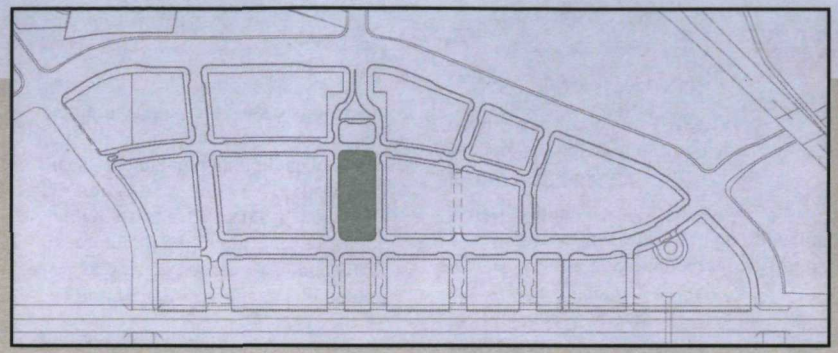
REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).





INTENT

CELEBRATE THE ARTS The park will be infused with the energy and attributes of both performance and figurative arts. An informal outdoor performance zone can host scheduled or impromptu events that are linked with the performing arts facility. Sculpture gardens, sound and literary gardens and lyrical use of water may be considered. Night lighting will play an important role in complementing the drama of theatrical settings.

COMMUNITY GATHERING Green space will be important to urban residents in the heat of the desert. Opportunities for strolling, dog walking and informal play and recreation enhance the livability of the village. A promenade defines and frames the outer edge of the park. The promenade is punctuated by gardens and small gathering areas which overlook the primary open space.

SUSTAINABILITY Sustainable landscape practices will be developed both as a responsible practice and as an educational tool. These practices may include storm water control and cleaning, material reuse, photovoltaic power, drought-resistant landscape, and urban heat island reduction.

RETAIL DESTINATION Union Park has been developed as a street-fronting, outdoor-oriented retail destination. Retail uses at Symphony Park are planned to complement the street retail experience with a set of restaurant or other specialty kiosks, designed as a set of transparent, gem-like buildings in the park. These components may occur at each end of the park, overlooking the primary open space.

REQUIRED

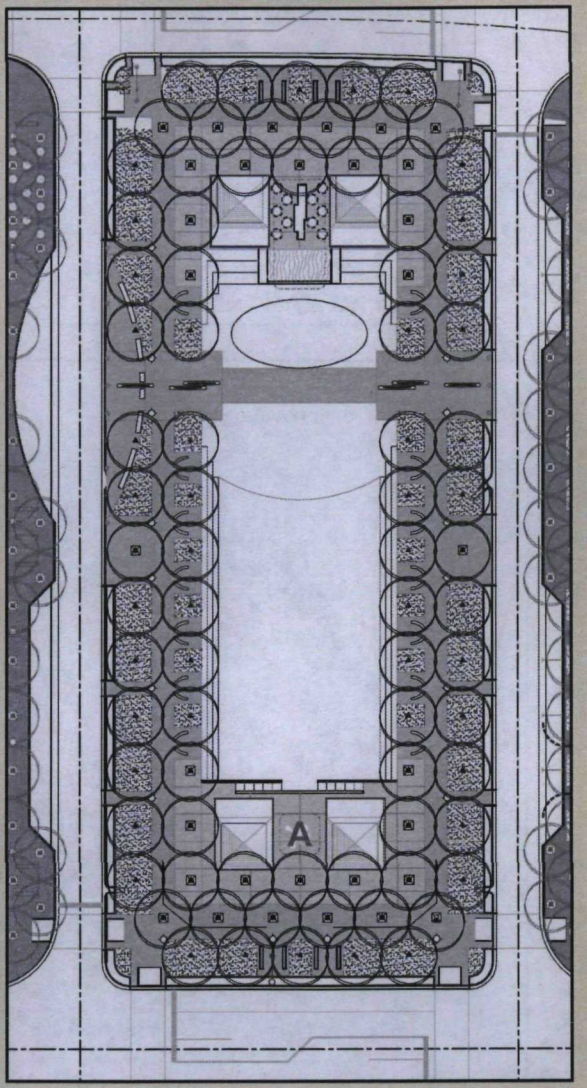
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

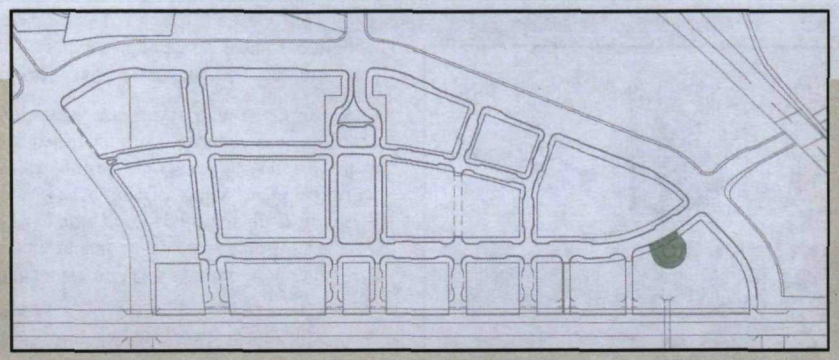
See Site Plan diagrams, streetscape and open space guidelines (page 18).

STREETSCAPE PALETTE

Refer to Appendix for Specific Products



2.15 Gateway Plaza



Gateway Plaza establishes an important pedestrian connection between Union Park and downtown Las Vegas, linking the energy and activity of the Fremont Street Experience and Union Park Promenade. The plaza will also organize entertainment-related development in this area by acting as a forecourt and automobile drop-off.

INTENT

SCALE AND FUNCTION While the plaza may need to accommodate a significant number of automobiles, taxis and limousines, it should also be designed for pedestrian comfort and scale. Several opportunities exist in pursuing this objective. The streetscape at Grand Central Parkway should occur along the western side of the plaza as continuously as possible, interrupted only by one-way auto access and egress.

The perimeter of the plaza should be developed as a continuous pedestrian environment, with active ground-floor building uses, architectural shade structures, trees and other landscape, special paving and seating elements. And finally, a significant centerpiece focal point should mark the plaza as a special place in the city, scaled for visibility from both Fremont Street and Union Park Promenade. This component should be accessible to pedestrians, and may include art, water and landscape.

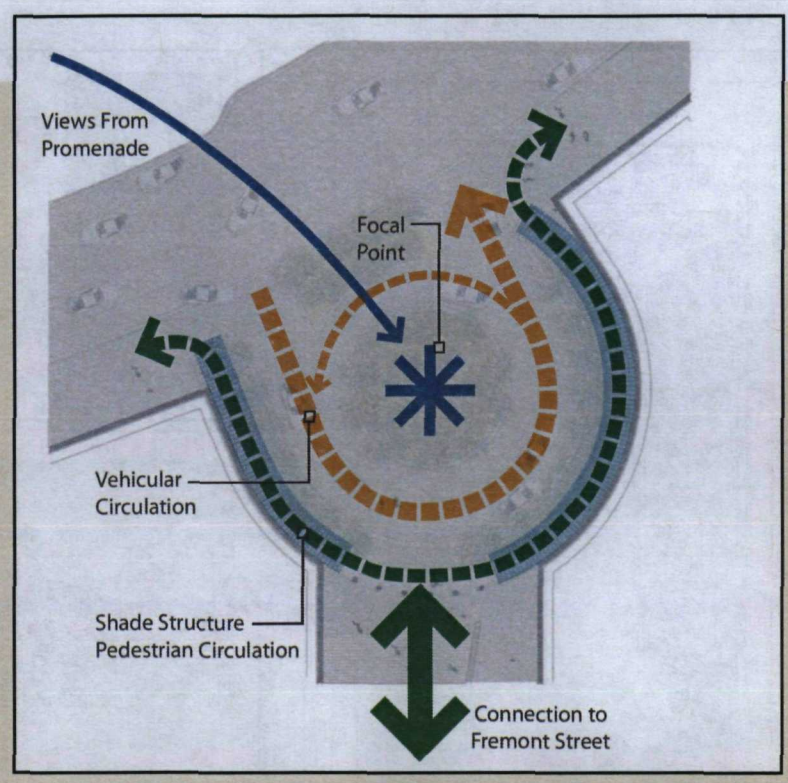
CONNECTIONS Pedestrian connections to Fremont Street will require a pedestrian bridge. The bridge presents an iconic opportunity to celebrate the crossing, establish a destination space, and offer upper-level building connections. A monumental stair, potentially accompanied by escalator and elevator service to accommodate handicapped and other users, should be designed integrally with the plaza. A shade structure is desirable in this area, and may be designed to complement the Fremont Street canopy. Cross-street connections to Union Park Promenade are equally important.

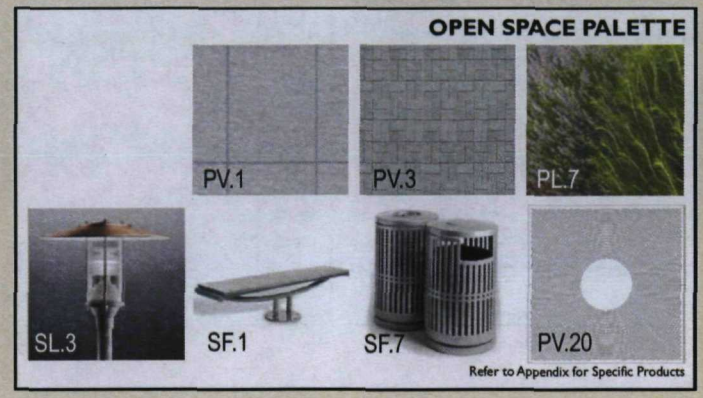
REQUIRED

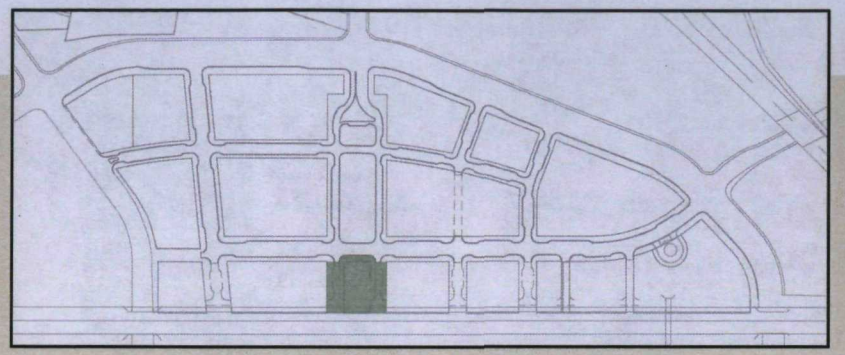
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).







A series of steps, plazas and terraces establish a destination-oriented railroad crossing for pedestrians. Water, landscape, shade structures and active building edges create a distinctive and comfortable set of public spaces.

INTENT

FRIENDLY GRADE TRANSITION On two levels, these plazas gain twenty-nine vertical feet to accommodate pedestrian circulation over the Union Pacific tracks, allowing connections to second- and third-floor building uses. A fifteen-foot intermediate level is positioned centrally to allow views across the tracks between Union Park and downtown.

Two pedestrian bridges link the City Hall Plazas to The Crossing, framing an opening down to the railroad tracks below. Opportunities to view trains from a set of projecting perches may be developed. The train is an important component of the settlement of the west and should be celebrated.

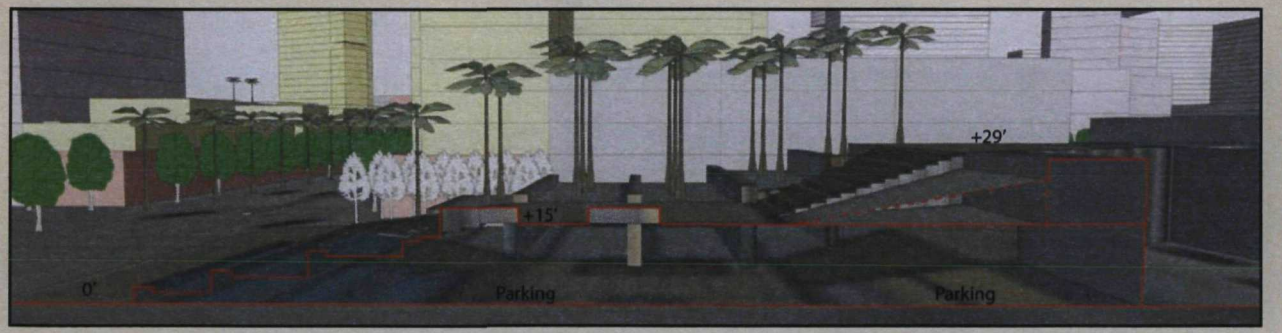
CELEBRATED SPACE Water is used both as a linking device and to celebrate and accentuate the vertical dimensions of the crossing. Kiosks may be used for shade and as an extension of the retail environment organized within Symphony Park. Soft green spaces may be developed with rolling topography as relief from the pervasive hardscape nature of the city.

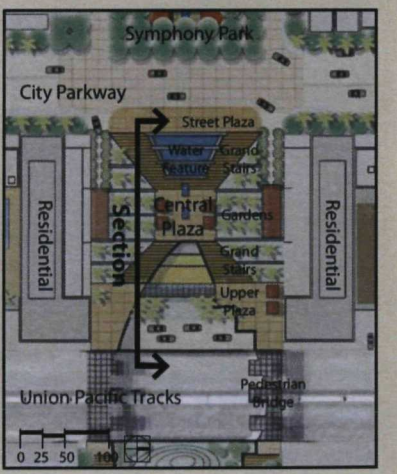
REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

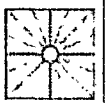
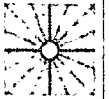
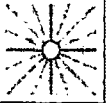
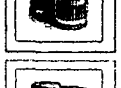
RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).





2.17 Streetscape Components

	Street Role	Layout Module	Street Trees (Refer to Plant Matrix in SD document)	Pedestrian Ground Plane Paving & Plantings	Lighting Street	Lighting Pedestrian	Lighting Accessory	Furnishing Seating	Furnishing Trash	Furnishings Bollards	Furnishings Tree Grates	Furnishings Planters
Grand Central Parkway Page 22	- Arterial Traffic - Western Face of Village	12' Module	Phoenix dactylifera 'medjool' *Medjool Date Palm* @ 24' OC Cercidium 'desert museum' *Desert museum palo verde* @ 24' OC	Scored Concrete - 30% Special Paving - 5% Plantings - 65%	Centennial Street Light							
City Parkway Page 24	- Arterial Traffic - Retail Oriented	12' Module	Phoenix dactylifera 'medjool' *Medjool Date Palm* @ 24' OC Pistacia 'red push' *Red push pistache* @ 24' OC	Scored Concrete - 50% Special Paving - 20% Plantings - 25%	Centennial Street Light							
West Clark Avenue Page 26	- Arterial Traffic - Major Office Address - Esplanade Quality	12' Module	Pistacia 'red push' *Red push pistache* @ 24' OC	Scored Concrete - 65% Special Paving - 35% Plantings - 10%	Centennial Street Light							
'Union Park' Promenade Page 28	- Primary Public Space - Identity of Village - Pedestrian and Retail Oriented - Entrances to Building Lobbies	12' Module	Phoenix dactylifera 'medjool' *Medjool Date Palm* @ 24' OC Cercidium 'desert museum' *Desert museum palo verde* @ 24' OC	Special Paving - 100%	Visio							
Discovery Avenue – Entrance Page 32	- Main Entry to Village - Retail and Cafe/ Dining Oriented	15' Module	Phoenix dactylifera 'medjool' *Medjool Date Palm* @ 24' OC	Scored Concrete -35% Special Paving - 45% Plantings - 20%	Centennial Street Light							
Discovery Avenue – Park Page 30	- One-way Circulation Around Park - Performing Arts Center, Residential and Hotel Oriented	12' Module	Fraxinus velutina 'rio grande' *Velvet Ash* @ 24' OC	Scored Concrete - 50% Special Paving - 25% Plantings - 25%	Centennial Street Light							
Neighborhood Streets Page 34	- Move Traffic - Access to Parking/ Services - Entrance to Building Lobbies	12' Module	Prosopis alba *Thornless Hybrid Mesquite* @ 24' OC	Scored Concrete - 35% Special Paving - 35% Plantings - 30%	Centennial Street Light							
East End Streets Page 36	- Access to Parking/ Services - Entrance to Building Lobbies	12' Module	Prosopis alba *Thornless Hybrid Mesquite* @ 24' OC	Scored Concrete-100%	Centennial Street Light							

	Street Role	Layout Module	Street Trees	Ground Plane (Paving & Plantings)	Lighting Street	Lighting Pedestrian	Lighting Accessory	Furnishing Seating	Furnishing Trash	Furnishings Bollards	Furnishings Tree Grates	Planters
Symphony Park Page 38–39	Built off of W. Lewis Avenue (Park) Streetscape Grand Civic Space for Union Park	12' Module	To Be Determined during Park Design @ 24' OC	Scored Concrete–15% Special Paving–20% Plantings–65%	Centennial Street Light	48' Spacing				12' Spacing		
The Crossing Page 41	Built off of City Parkway Streetscape Provides Elevation Gain for Rail Crossing Link Between Union Park and Existing Lewis Street Civic Corridor	12' Module	To Be Determined during Park Design @ 24' OC	Scored Concrete–10% Special Paving–65% Plantings–35%	Centennial Street Light	48' Spacing						
Gateway Plaza Page 40	Built off of City Parkway Streetscape Link Between Union Park and Fremont Street Formal Entrance to Casino/Entertainment Center	12' Module	To Be Determined @ 24' OC	Special Paving–75% Plantings–25%	Centennial Street Light	48' Spacing						
Internal Block Areas	Main Entry to Village Retail and Cafe / Dining Oriented	12' Module	To Be Determined @ 24' OC	Scored Concrete Special Paving Plantings	Centennial Street Light	48' Spacing						

Refer to Appendix for Specific Products

INTENT

- *To ensure that all landscape and hardscape areas remain healthy, attractive and safe.*

REQUIRED

2.18.1

A maintenance plan, including ongoing tasks and replacement schedules shall be prepared by the overall project association manager for all landscape and hardscape areas that are part of the streetscape behind the curb. This plan shall include:

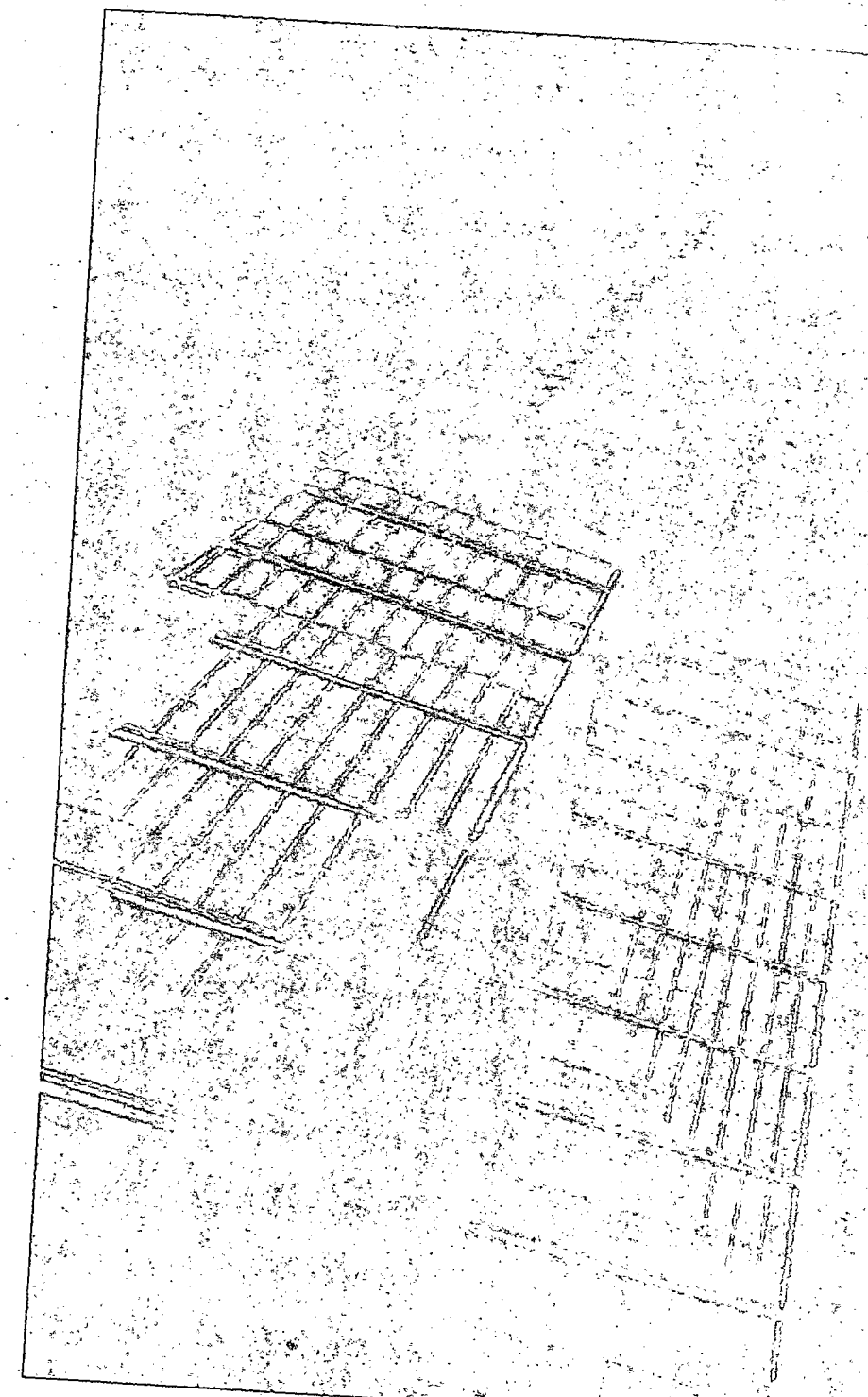
Litter pickup
Cleaning of surfaces
Mowing of turf
Weeding planting beds
Sweeping
Replacement of dead or dying plant material
Irrigation repair and adjustments
Repair and/or replacement of damaged or severely weathered paving, benches, and other streetscape elements, signage and light fixtures.

2.18.2

The overall project association manager shall engage the services of qualified maintenance personnel to perform the described maintenance, upkeep and repair of all the items described above, in accordance with the maintenance plan.

2.18.3

Where there is an association for subcomponents of a project that are private, the sub or block association shall act in the same manner as above for its private areas not including the street edge hardscape and landscape.



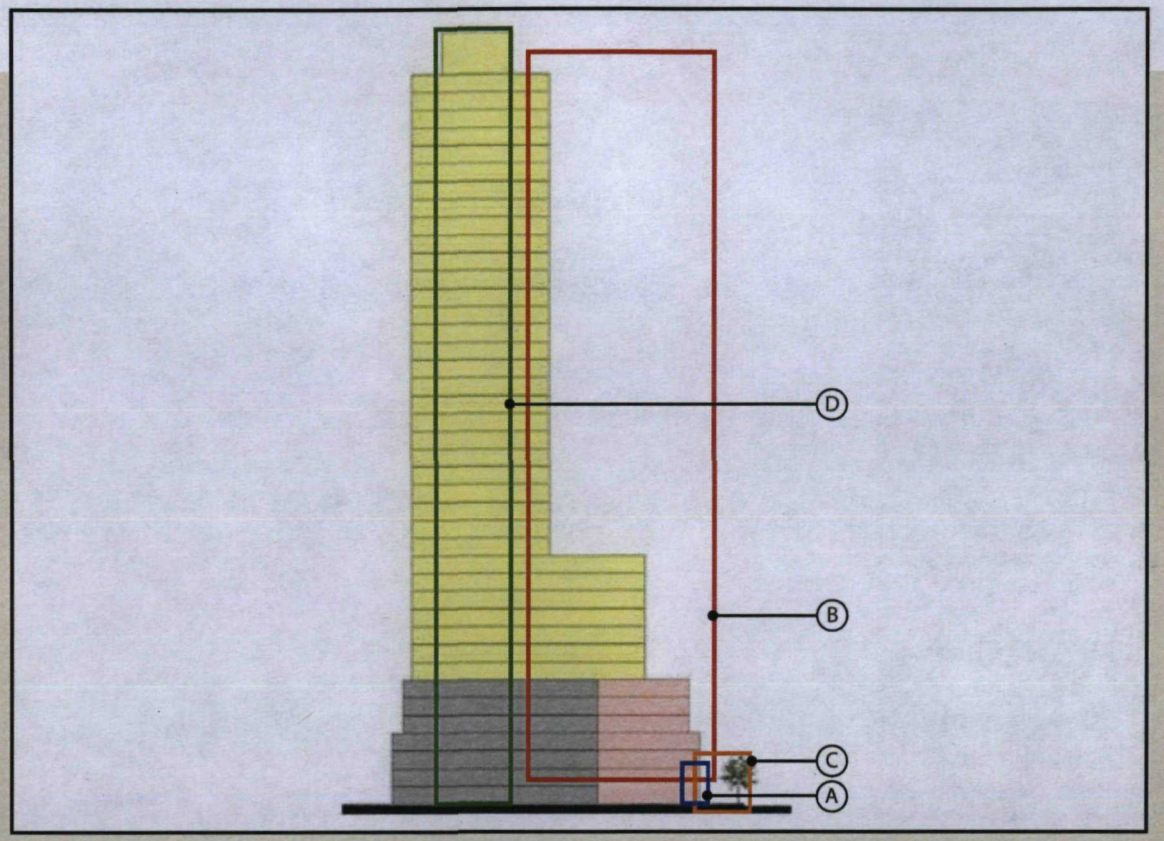
3 GENERAL SITE and BUILDING DESIGN STANDARDS

The Standards in this section are applied throughout Union Park. Design Standards for signage, fenestration, awnings, parking structure design, parking structure wrapping, landscape materials, lighting and streetscape elements and many other features are individually discussed. Photos illustrate acceptable comparable approaches that will be considered. Standards are shown as one of three types:

REQUIRED - These are the compulsory standards described by the word "shall," as in "shall be" or "shall do."

RECOMMENDED - These standards are strongly encouraged and strongly enforced, although subject to negotiation and interpretation, and are indicated by the word "should" rather than "shall."

ACCEPTABLE - These standards are permitted and encouraged, with minimal or no limitations.



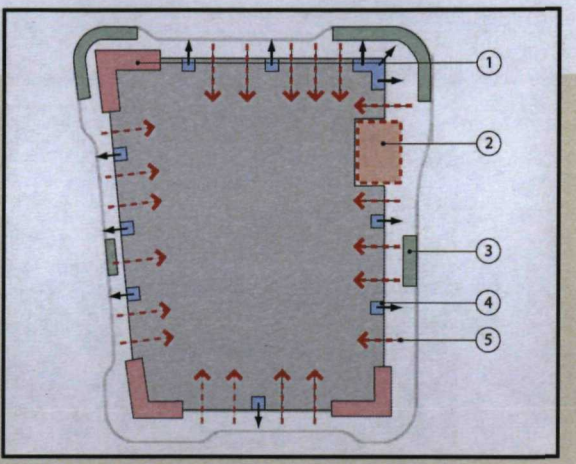
There are a set of basic urban design principles that provide the foundation for all architectural design and site planning in Union Park. The detailed Design Standards that are illustrated in the later pages of this section are summarized here to illustrate how they work together to create lively mixed use districts. They consist of building and site concepts that illustrate:

A. BUILDING/STREET/PEDESTRIAN INTERACTION

B. BUILDING SETBACKS AND STREET WALLS

C. PEDESTRIAN SIDEWALK ZONES

D. ARCHITECTURAL EXPRESSION



A. BUILDING/STREET/PEDESTRIAN INTERACTION

The success of Union Park in its architectural design begins with the positive relationship of the building to the sidewalk. Definition of building corners, entries and storefront to the sidewalk are highlighted here.

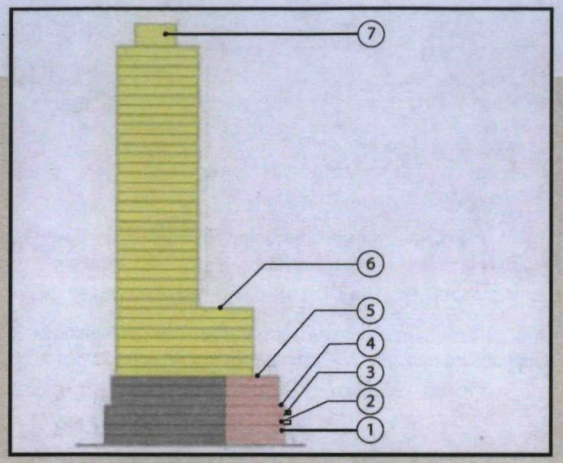
1 – Emphasize Corners: The corners of the blocks should have special prominence in the form of towers, street walls along build-to lines at the back of the sidewalk. (see section 3.13 Building Articulation)

2 – Building Articulation/Setbacks: to create outdoor active use areas to enhance the pedestrian environment.

3 – Pedestrian Rooms: On the sidewalk, as zones where walkers can find a refuge, sit and rest or wait for someone. (see Chapter 2.0 Streetscape and Open Space)

4 – Building Entrances: Oriented to the street and pedestrian environment, often recessed

5 – Storefronts: Transparent, attractive fronts at pedestrian level. (see section 3.8 Storefront Design)



B. BUILDING SETBACKS AND STREET WALLS

Going vertically, the building composition frames a street room with human scale at the podium base of the building, combined with a strong vertical architectural statement above.

1 – First Floor Active Uses: Active engagement with the sidewalk and continuing first floor height (16-20') above. (see section 3.7 First Floor Heights)

2 – Street Wall Enclosure: Up to 35-40' above the sidewalk, to shape the urban space at a pedestrian scale.

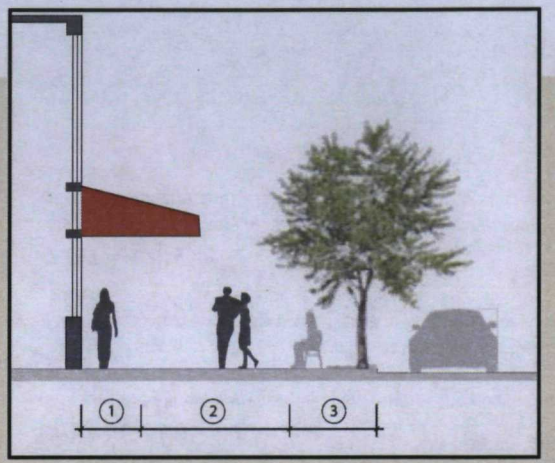
3 – Eyes on the Street: Opportunities for balconies and visual connections to the sidewalk-level activities

4 – Podium Setback: To distinguish the first floor and floors immediately above, a recognizable setback will be established at the 80' level.

5 – Lower Tower Setback/Amenity Deck: The top of the podium will be articulated by the top of the residential townhouse units and the amenity deck.

6 – Tower Setback: The lower tower on blocks so designated should occur at the 150' level so that views from the taller towers are not blocked.

7 – Tower and Roof Articulation: The tower should have articulated facades approximately every 10 floors, topped with an articulated roof as a terminating element.



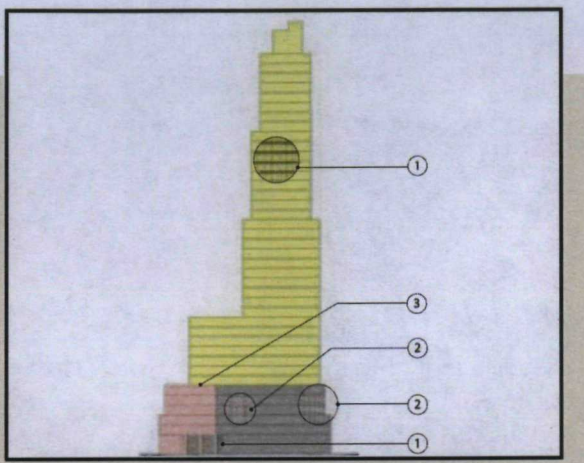
C. PEDESTRIAN SIDEWALK ZONES

The sidewalks have several roles to play in the creation of a lively, diverse street-level pedestrian environment. By creating zones for the building, pedestrian movement and relaxing, a positive sidewalk-building relationship can be set up.

1 – Building-Related Zone: Transparent storefronts with visually-exciting displays, shade for pedestrians at store entries and outdoor merchandise display space. (see section 3.8 Storefront Design)

2 – Pedestrian Movement Zone: Enough space for pedestrians to move freely along sidewalks, on visually pleasing and environmentally-friendly paving materials.

3 – Pedestrian Room/Amenity Zone: Space for pedestrians to stop, sit and relax, trees for shade, pedestrian lighting, pedestrian amenities, news stands and bike racks the pedestrian room/amenity zone provides a buffer between traffic and pedestrian movement zone. (See streetscape section for specifics)



D. ARCHITECTURAL EXPRESSION

Architectural creativity can produce many different specific architectural expressions for buildings in Union Park. Some of the design techniques that will have the most impact on the buildings are illustrated in the diagram.

1 – Transparency: Greatest area of transparent glass should be at street level at storefronts—less transparency at the tower level. (see section 3.5 Building Fenestration)

2 – Materials and Column Alignment: These elements integrate tower and podium.

3 – Landscape to Building Relationship: Shade the top parking deck, creating better views from surrounding towers.

INTENT

- *To provide shaded space on the north sides of streets in Union Park. These spaces may take the form of arcades, which are linear spaces, open to the sidewalk, defined by the building soffit, the storefront and the structural column line of the building.*

REQUIRED

3.2.1 Arcade Design

Depth and height of arcades shall follow the proportions shown in the diagram. The width shall comfortably facilitate pedestrian movement, access and visibility of ground floor businesses, and complement building architecture. The depth of the arcade measured from storefront to the exterior face of the structure shall be no greater than 2/3 of the height from sidewalk to arcade ceiling. The minimum depth of an arcade shall be 8'-0", from storefront to the back face of the columns. The height of an arcade shall be 16'0"–20'0". (photo 3)

3.2.2 Rear of Arcades

The rear enclosing walls of arcades shall consist of storefronts which are transparent to people on the sidewalk. Arcade columns and opening proportions shall allow maximum unobstructed visibility into ground floor uses. (photo 1)

3.2.3 Arcade Depth

The arcade shall not unduly visually separate the retail frontage from the pedestrian traffic.

REQUIRED

3.2.4 Arcade / Building Coordination

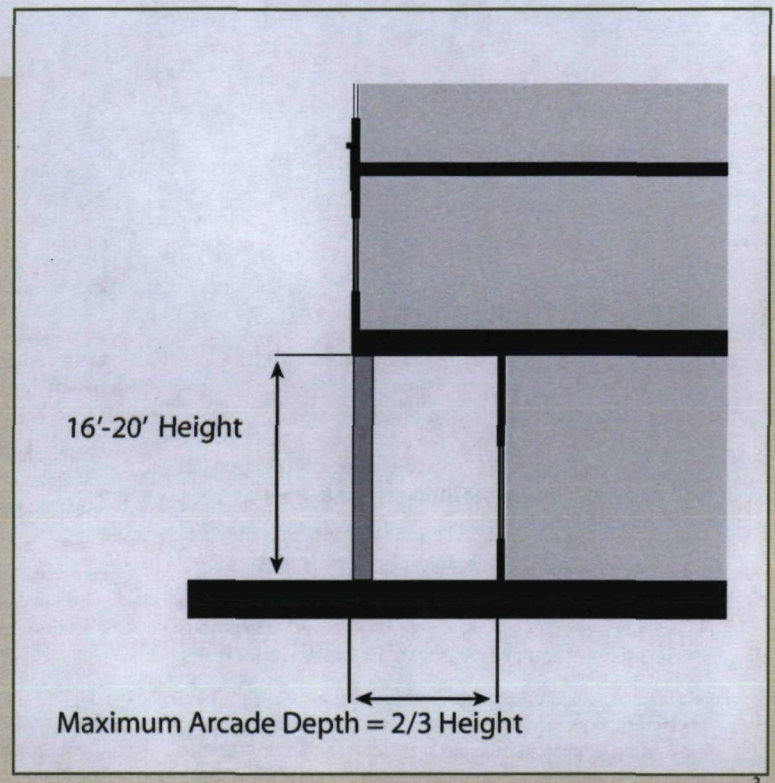
The exterior face of the columns should continue the plane of the building above. (photo 2,4)

3.2.5 Arcade Coordination with Adjacent Sidewalk

Sidewalk paving in the arcade should be compatible in materials and design with the adjacent sidewalk. (photo 4)

1

2



Arcade Design Standards 3

RECOMMENDED

3.2.6 Location of Arcades

Arcades are allowed where they will enhance the pedestrian environment by providing protection from the Las Vegas afternoon summer sun. They are allowable on the north side of West Clark, Carson, Bridger and Discovery Avenues (east-west streets).

3.2.7 Arcade Uses

Use of the arcade may include outdoor dining and outdoor displays of merchandise, if these do not block access to the building.

4

INTENT

- *To enrich the urban village in its visual and tactile qualities with materials, finishes, detailing and techniques that are timeless, durable, satisfying and sustainable. To brand Union Park as a sophisticated urban environment which reflects its desert environment and climate with a high quality exterior expression.*

REQUIRED

3.3.1 Material Compatibility

Regionally-appropriate and compatible materials shall be used. Materials and colors shall be compatible with the desert environment, with the intent of reducing reflected heat and glare into exterior public areas. (photo 2,3)

3.3.2 Material Visual Amenity

The materials shall convey a high level of visual amenity that is commensurate with the urban character of the urban village. (photo 6,7)

3.3.3 Material Quality

Establish a consistent and high level of quality that is durable and appropriate to pedestrian contact at the street level. (photo 3)

RECOMMENDED

3.3.4 Material Combinations and Scaling

Consistent, carefully detailed combinations of material that contribute to the architectural scaling of the buildings should be used. (photo 5)

ACCEPTABLE

3.3.5 Material Evolution

Allow the evolution of the development to include new technologies and materials that contribute to the neighborhood character and environmental sustainability; architectural methods and materials that are energy and resource-responsible.

UNACCEPTABLE MATERIALS

E.I.F.S. (Exterior Insulated Finish System) or stucco at the retail level or street level. (EIFS or stucco are acceptable above the retail level of the base or higher, as approved by the Design Review Committee.)

Untreated wood siding

Concrete masonry units

Ornate wrought iron

The Design Review Committee will review all materials and may find other materials inappropriate.

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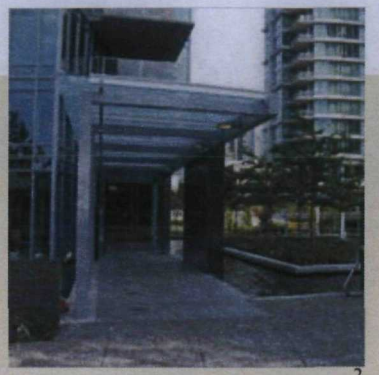
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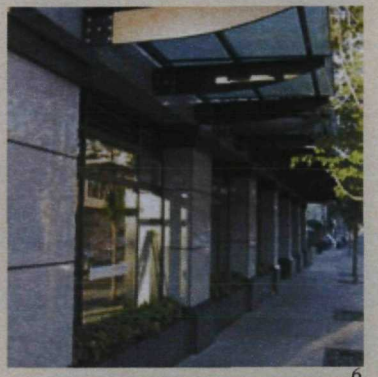
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7

INTENT

- *To enhance the pedestrian environment aesthetically and create shade and comfort on the sidewalks*
- *To enhance the pedestrian experience and attractiveness of the area*
- *To create a pedestrian environment with visual interest.*

REQUIRED

3.4.1 Awning and Canopy Compatibility

Awnings or canopies shall be an integral part of the architectural design of the buildings to which they are attached and should be compatible with the building. (photo 3,8)

3.4.2 Awning and Canopy Positioning

Awnings or canopies shall be positioned so that signage and views to businesses are not obstructed and so that substantial shade is cast onto the sidewalk at critical times of daytime sun exposure. Fire Department access to upper stories of buildings must be considered in size and placement of awnings, canopies and shading devices. (photo 1, 10)

3.4.3 Awning and Canopy Projection

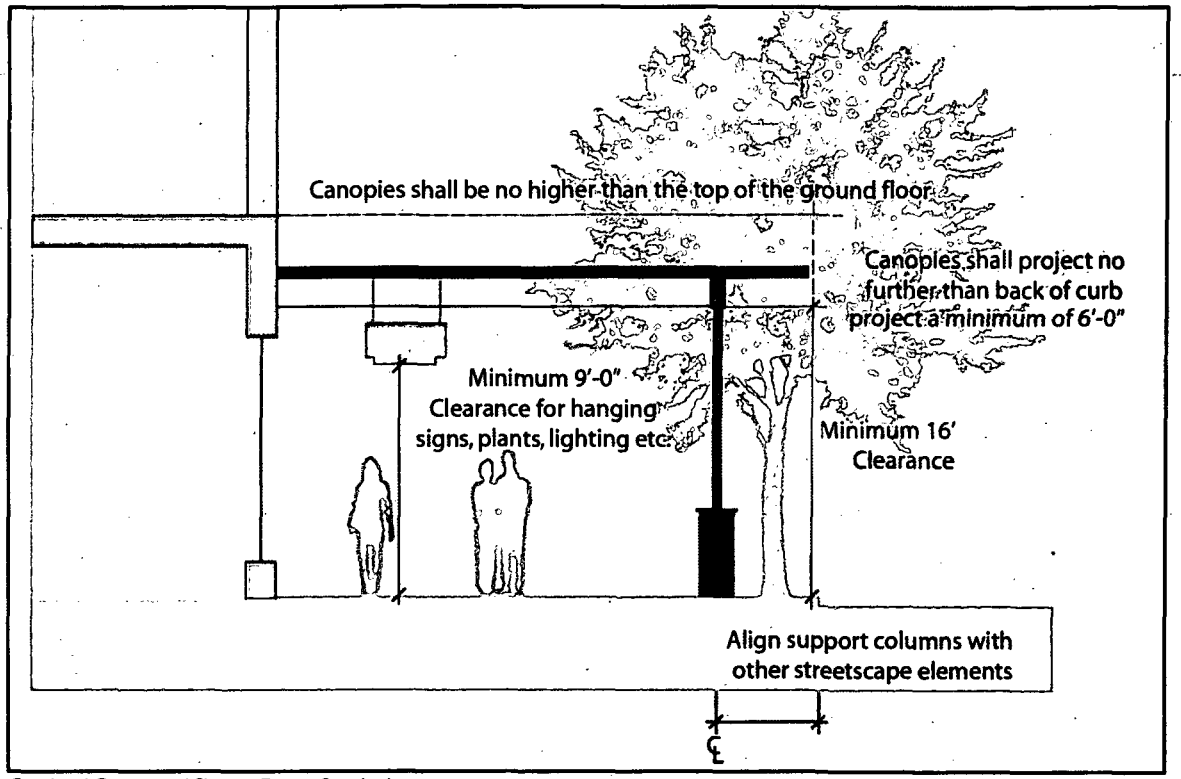
Awning or canopy projections shall be a minimum of 6 feet and not project beyond the back of curb. They shall not project into the tree or street light zones of the sidewalk. (photo 1)

3.4.4 Awning Materials

Awnings or canopies shall be permanent fixed structures on street faces of buildings. Awnings may be movable (adjustable) on patio or mid-block pedestrian way-facing building frontages. In the case of fixed awnings, durable, high quality permanent materials shall be used. In the case of movable awnings, durable and flexible materials shall be used. (photo 2,3)

3.4.5 Signage on Awnings

Signage, lettering, logos or other graphics shall not be placed on awnings. (photo 7,9)



Overhead Canopy and Shading Design Standards 1

2

3

RECOMMENDED

3.4.6 Awning Color

Awnings should be solid color. If not solid color, awning colors and patterns must be approved by the Design Review Committee. (photo 7,9)

3.4.7 Placement of Awning and Canopy Supports

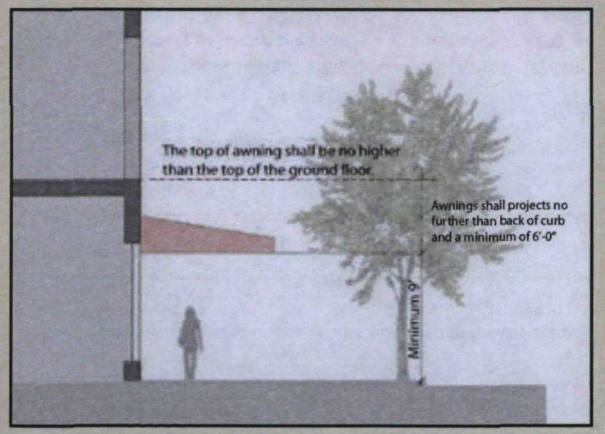
Awnings or canopies may be supported on the sidewalk in a design that is compatible with the main building. If supported on the sidewalk, the column shall be placed in the amenity zone of the sidewalk, located to allow pedestrian movement and to avoid conflicts with streetscape elements. (photo 5,8,11)

3.4.8 Awning and Canopy Coordination

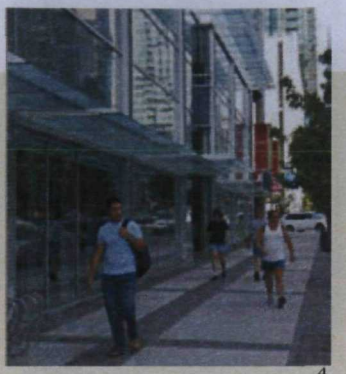
Awning and canopy placement should be coordinated with adjacent development along the Promenade so that a consistent line of awnings or canopies is projected along the street. (photo 6)

3.4.9 Awning Diversity

Diversity in design of the awnings or canopies from building and block to the next is encouraged to reinforce a rich urban environment, but shall be within limits of compatibility with the architecture and the streetscape concept of the street. Designs shall be approved only after review by the Design Review Committee. (photo 11)



Overhead Awning Design Standards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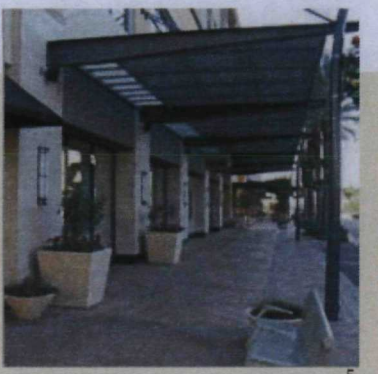
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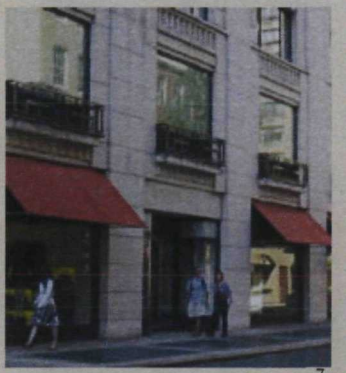
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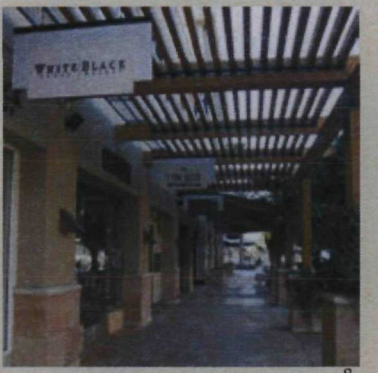

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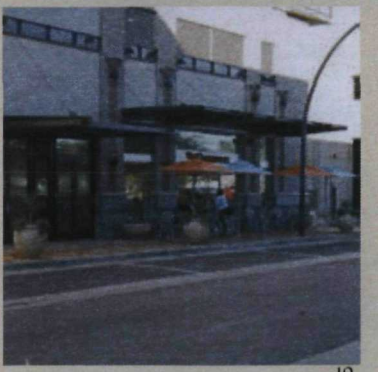
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INTENT

- *To give buildings human scale and relationship to the public environment*
- *To provide some ability to see the activity in the buildings by day and night*
- *To reinforce the differences between residential and commercial structures and uses.*

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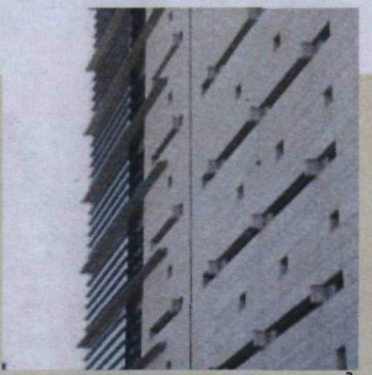
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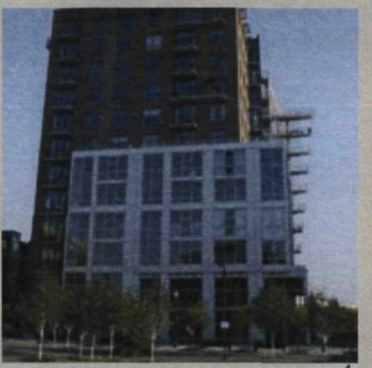
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REQUIRED

3.5.1 Street-Level Fenestration

Transparent glass storefronts shall be used on open street-level facades in order to insure the visibility of active uses, and to provide a lighter, more detailed and human-scale architectural expression along the sidewalk. (photo 3)

3.5.2 Minimum Street-Level Fenestration

Commercial building facades fronting on public streets at storefront level shall be not less than 70% vision glazing. A greater proportion of glass is appropriate at the street level. (photo 1,3)

3.5.3 Glass Reflectivity

Transparency and reflectivity of glass shall insure visibility from the sidewalk and minimize the glare that would be produced by highly reflective glass. Clear, low E or slightly tinted glazing should be used. Clear glass shall have a reflectance rating not to exceed .18. No first surface reflective glass coatings shall be permitted. (photo 3)

3.5.4 All-Glass Buildings

All-glass buildings (on all sides) shall not be presented, except as part of a sustainable design strategy which results in improved building environmental performance.

RECOMMENDED

3.5.5 Solar Performance

Upper Level facades on different exposures should be designed to reflect their solar exposure and performance. (photo 2)

ACCEPTABLE

3.5.6 Opaque Glass

Minimal use of opaque glass is acceptable to continue glazing patterns in areas where screening of structure, utilities or uses is required.

INTENT

- *To provide residential blocks with private, accessible and usable outdoor open space on the top levels of parking structures.*
- *To create short range views of open space and designed landscapes on tops of lower buildings from surrounding towers in Union Park.*

REQUIRED

3.6.1 Amenity Deck Facilities

Amenity decks shall be developed with at least one of several spaces and facilities useful to the residents of the block: tennis or other sports courts, swimming pools, changing rooms and ancillary facilities, landscaped areas, seating with shade and other similar facilities.

RECOMMENDED

3.6.2 Amenity Deck Microclimates

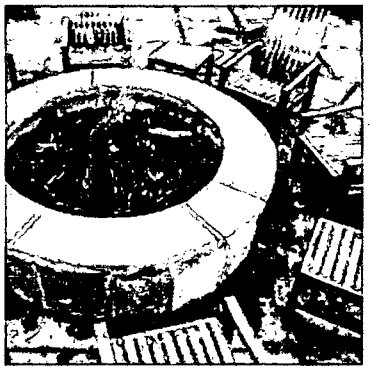
Amenity decks should be developed to provide at least partial shade at least part of every day during the hot portion of the year.

3.6.3 Views From Decks

Amenity decks should be designed with views of surrounding buildings in mind, as a branding and identity feature.

3.6.4 Size and Location

The developer should provide landscaped decks and/or other shade solutions on parking structures over at least half of the area of a parking structure. This deck shall hide parking to the extent possible, while creating shade for parked vehicles. The location of amenity decks will depend to some extent on the locations of towers and other structures.



INTENT

- *To provide ground level building spaces that can house retail and restaurant uses with consistent building heights.*
- *To create a lively pedestrian ambiance on the commercial streets.*
- *To be flexible in housing alternative short-term ground floor uses.*

REQUIRED

3.7.1 First Floor Heights

Consistent street level storefront heights of a minimum of 16'-20' shall be developed around each block. This height shall accommodate retail and restaurant uses. (photo 3,4,6)

RECOMMENDED

3.7.2 First Floor Architectural Elements and Scaling

Building facades should provide elements of architectural scale and proportion that relate to the storefront height, the overall building scale and the human scale of the pedestrian environment. (photo 1,2,5,7)

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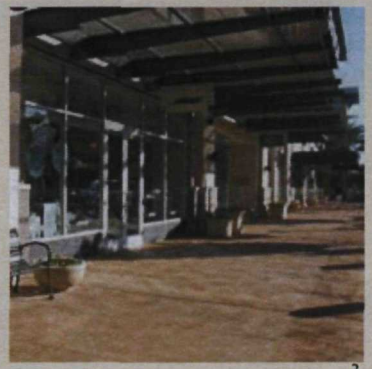
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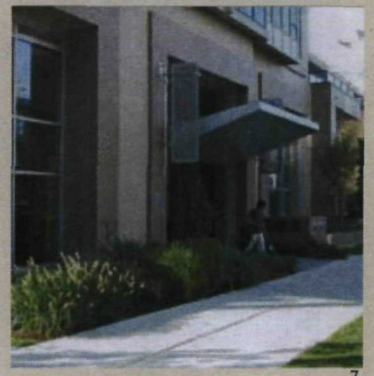
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INTENT

- *To create individualized, attention-getting, well-designed showcases for shops and restaurants as a draw and amenity to Union Park.*
- *To stimulate a high level of retail activity on the Promenade and other retail streets.*

REQUIRED

3.8.1 Storefront Design

Storefronts and entrances shall support and enhance the pedestrian-oriented environment while giving identity to buildings and uses therein. (photo 1,2,3)

3.8.2 Storefront Entries

Storefront entry thresholds shall be at the adjacent sidewalk pavement level to facilitate shopper and visitor access. Entries should be closely spaced, and storefronts continuous to encourage continuous shopper and pedestrian movement. (photo 3)

3.8.3 Storefront Special Doors

Folding storefront doors, security devices and overhead rolling grilles shall be fully integrated into the storefront architecture and shall be hidden behind glazing and wall surfaces.

3.8.4 Building Entries

Building entries shall be recessed into storefronts where the storefronts face the street (typical condition).

RECOMMENDED

3.8.5 Storefront Scaling

Storefronts should be comfortably scaled and well-detailed to help break down the large façade of the building into smaller units. Large, unbroken surfaces are not recommended unless that is a design feature. Surfaces should be divided by mullions, awnings, signage, decorative elements and other devices. (photo 3)

3.8.6 Storefront Alignment

Storefronts should be aligned with the building build-to line, with exceptions for setback zones for outdoor seating. In no case shall the storefront extend into the sidewalk right-of way, except for overhead signage and awnings. (photo 1)

3.8.7 Storefront Facades

Facades should present a pattern of architectural variety through modulation of the wall plane, detailing, color, texture and materials. (photo 2)

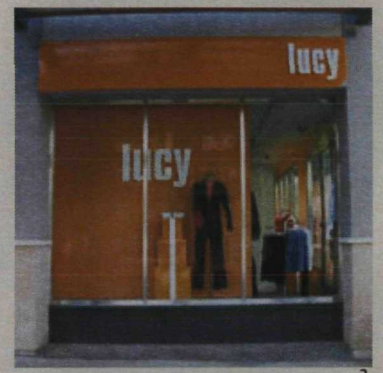
3.8.8 Storefront Variety

A variety of storefront designs should predominate over a uniform series of storefronts. The objective is to create visually interesting and compelling environment that is expressive of the individual businesses along the street. Many small storefront units are preferable to a few long storefront units. (photo 2)

3.8.9 Opening to sidewalk

Accommodating the Las Vegas climate, storefronts and restaurant fronts should incorporate systems such as folding doors, folding glazing units, overhead doors and other devices to open the interiors more completely to the sidewalk. This is especially important on the Promenade.

1



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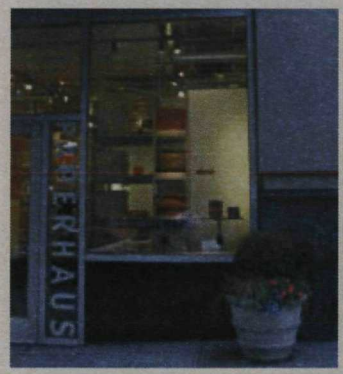

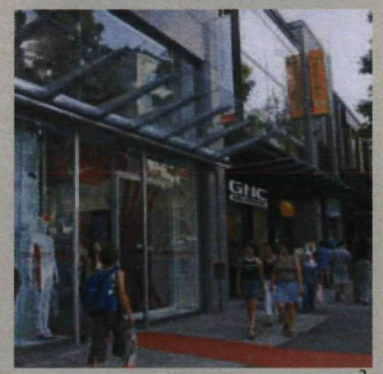

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INTENT

- *To create an urban environment that is pleasing visually from all points of view, creating value for adjacent properties and for Union Park as a whole.*

REQUIRED

3.9.1 360 Degree Design

All sides of a structure shall exhibit design continuity. There shall be no unimproved side to a structure. *(Ref: Las Vegas Commercial Development Standards Title 19.08.050).* (photo 1)

3.9.2 Primary Facade Design

Buildings shall relate to all orientations with high quality materials and details as described elsewhere in this section. All sides of a building shall have a design approach that makes them worthy to be a primary façade. (photo 3,4)

RECOMMENDED

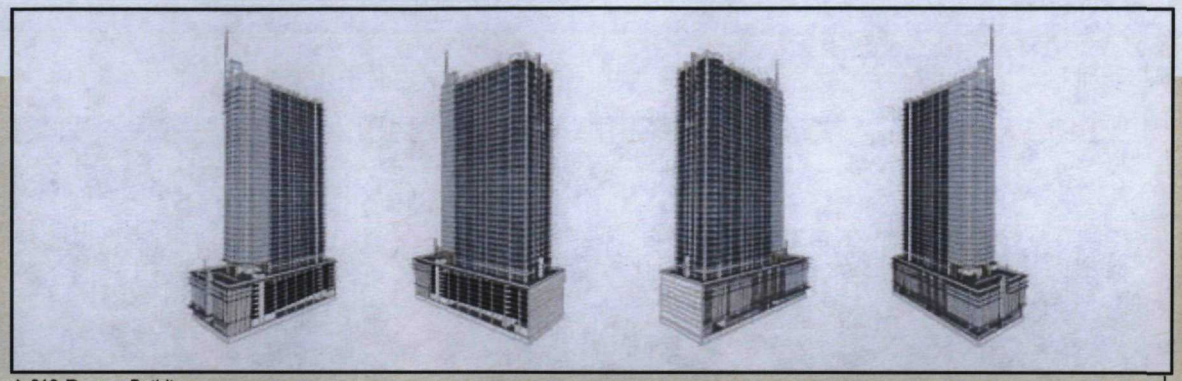
3.9.4 Solar Consideration

Differing architectural design strategies should be incorporated for different solar and climatic orientation, and views. *See Section 3.1.6 on Solar Orientation.* (photo 2)

ACCEPTABLE

3.9.5 360 Degree Exceptions

Early phase buildings which will have later phase buildings abutting them may have building faces that are without fenestration or other primary façade design features. However, these building faces should incorporate some design features which will provide visual interest until such abutting building is built.



A 360 Degree Building

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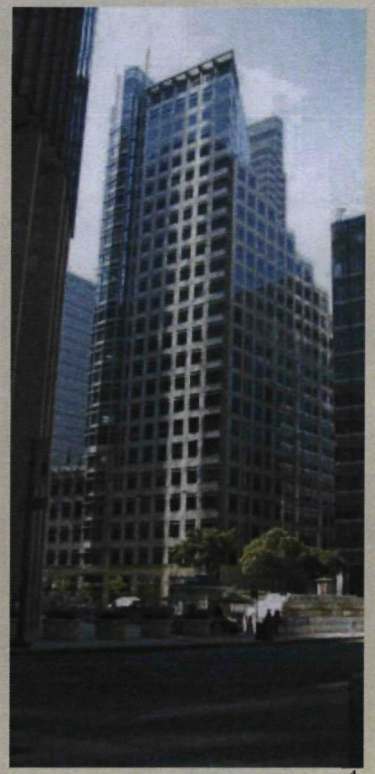
3.9.6 Parking / Building Relationships

Sides of a structure that directly abut a parking structure are exempt from this standard, at the places where the building and parking structure abut each other. Above the parking structure, the standards above apply.



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INTENT

- *To make a positive contribution to the downtown skyline by visually terminating tower buildings with articulation which will help in reinforcing the spirit of Union Park.*
- *To create opportunities for rooftop open space, minimizing the heat island effect.*

REQUIRED

3.10.1 Rooftop / Building Systems

All rooftop building systems shall be incorporated into the building form in a manner integral to the building architectural form and material. (photo 1,4,5)

3.10.2 Mechanical / Communication Systems

All mechanical, electrical and communications systems shall be completely screened from view from surrounding streets, highways and other buildings with elements equal to or greater than the height of the equipment. (photo 1,4,5)

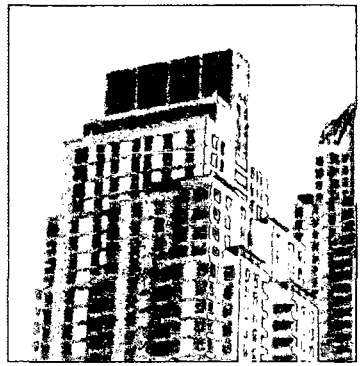
RECOMMENDED

3.10.3 Flat Roofs

Flat roofs and unarticulated building tops should be avoided, except for required heli pad or other code-required flat surfaces and rooftop open space on the upper base buildings. Roofs should be expressive of the spirit of Union Park, celebrative and honest expressions of the building's architecture.

3.10.4 Roof Form

Building roof forms should respect the context in which they are viewed, in terms of height, proportions, and views of the building from other buildings, especially the views from higher buildings. (photo 3)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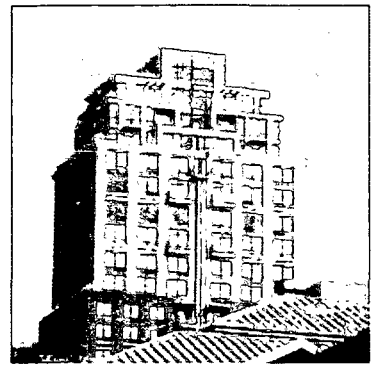
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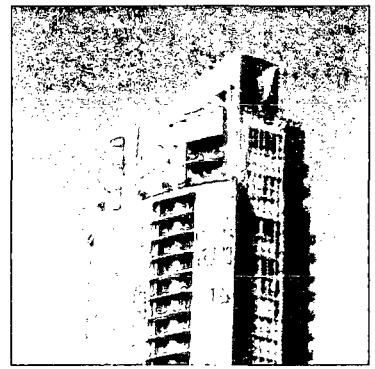
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3.10.5 Tower Roof Form

Building tops for Towers with architectural silhouettes which add definition to the skyline, with consideration given for views from buildings around the building in question, not only in elevation are encouraged. (photo 6,7)

7

INTENT

- *To enhance the image and identity of Union Park through design of high quality parking facilities*
- *To make parking a positive experience for all Union Park visitors, employees and residents*
- *To minimize the visual and noise impact of parking structures*
- *To enhance the quality and pedestrian experience of the Union Park streets.*
- *To continue the active street front uses and minimize the visual and functional impact of parking, through wrapping active uses around parking structures*

REQUIRED

3.11.1 Sloping Floors

Sloping floors of parking structure ramps shall not be exposed to public view from outside the structure.

3.11.2 Parking Impacts

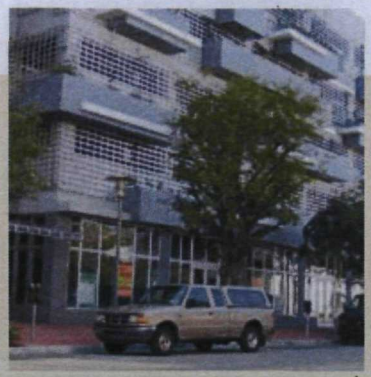
Minimize the impact of vehicle noise, headlights, lighting and mechanical systems associated with parking facilities. These impacts shall be reduced by:

Keeping parking structures to the interior of the blocks wherever possible, hidden from view of the public right-of-way.

Using cutoff light fixtures to avoid direct light source views from public right-of-way and adjacent buildings. Exteriors of parking structures shall not be lit.

Screening mechanical systems from sight lines from public rights-of-way and adjacent buildings.

Screening headlights of cars from public rights-of-way and adjacent buildings.



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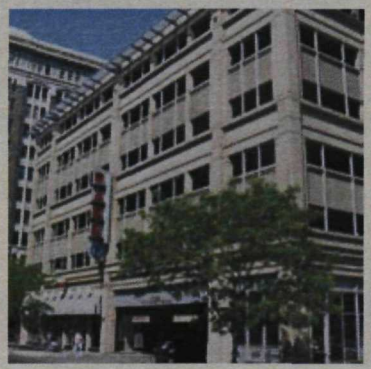

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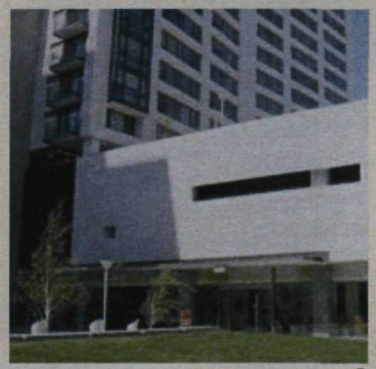

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3.11.3 Parking Structure Facades

Where parking structure facades are exposed, an architectural treatment shall be applied either expressing individual building fenestration, or a very contemporary architectural expression. Facades may also be screened by a variety of translucent architectural screen materials. Where parking structures separate towers and street level development the facade of the parking garage shall be treated as and occupied building space extending the architectural treatments from the tower or podium down to street level (see alternative 4 on page 60). (photo 1,2,3,4,5,9)

3.11.4 Wrapping Parking

Space and interest to the street shall be created by wrapping parking with retail, office and residential uses, and avoiding large blank walls or parking next to the street level sidewalk. (6,7)

3.11.5 Garage Mass

Articulation in the wrapping facades shall occur both vertically and horizontally to break up mass and conceal parked cars from view from adjoining public space. (photo 10)

3.11.6 Visual Impacts

Use architecturally compatible finish materials and details with surrounding buildings and uses to minimize the negative visual impacts of parking lots and parking structures. (photo 3,5)

3.11.7 Solar Reflectance Index

A solar reflectance index (SRI) of a minimum of 29 for roofs (or shading) associated with parking will be required.

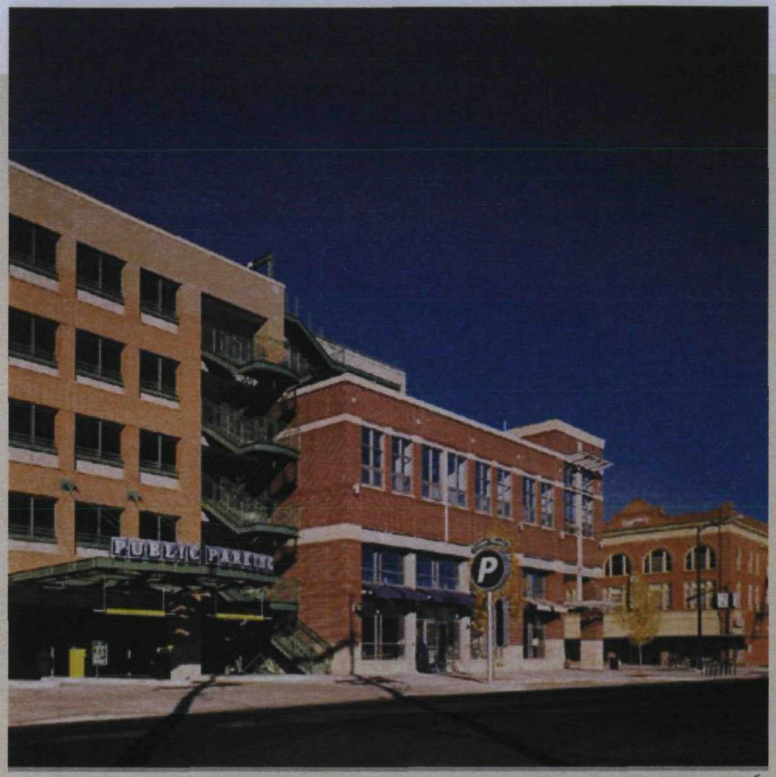
RECOMMENDED

3.11.8 Sight Lines

Parking must be screened or disguised with walls that emulate fenestration, or other architectural treatment to minimize the visual impact of the parking spaces or where parking spaces may be visible from the street from some angles. (photo 3.6)

3.11.9 Ground Floors

Create a walkable pedestrian-scaled neighborhood. Provide active pedestrian-oriented public uses on street-facing ground floors of parking structures where required by these criteria.



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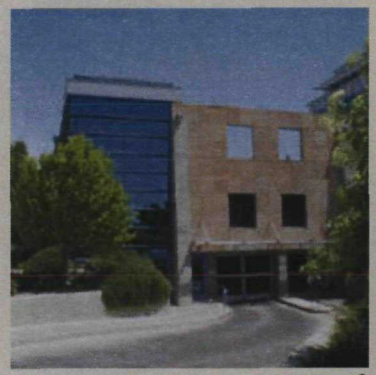
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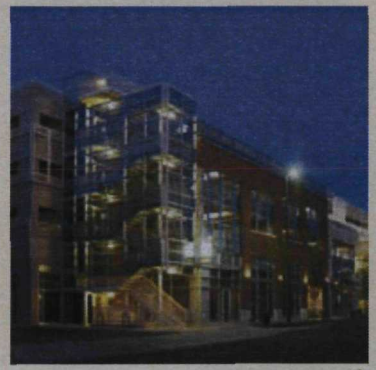
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11

INTENT

- *To create positive relationships between parking structures and the spaces or buildings they abut.*
- *To enhance the value of adjacent buildings and to create a more efficient site, maximizing parking and other uses.*

REQUIRED

3.12.1 Parking Noise and Vibration Mitigation

Structures Abutting Other Buildings: When structures directly abut inhabited buildings, in addition to the building code requirements for separation of uses, due care shall be taken to minimize transmission of noise and vibration from the parking structure to the other buildings, by acoustically isolating the structures from each other.

3.12.2 Parking Exposure to Open Space

Structures Adjacent to Open Spaces: Where structures are adjacent to interior open spaces, visibility of the structures must be a factor in design of the structures. The finishes and materials must meet the quality of the streetscape and landscape in the open spaces, walkways or courtyards.

3.12.3 Ventilation

Ventilation exhaust of parking structures shall not be directly into these open spaces, and the noise from fans and blowers shall be insulated from these spaces.

3.12.4 Lighting

Parking structure lighting sources must be shielded from visibility from the ground floor level of these structures, and from buildings directly across from the parking structures.

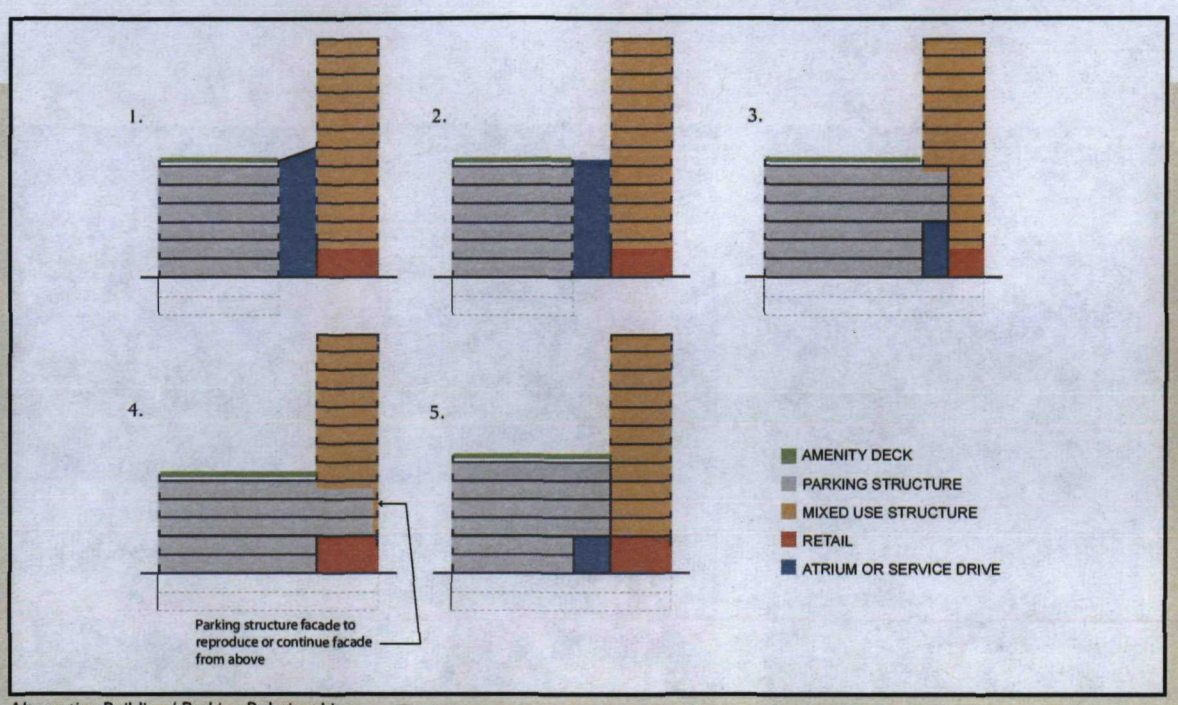
3.12.5 Amenity Decks

Amenity decks and other shading devices shall be developed on the top levels of all parking structures adjacent to residential uses.

ACCEPTABLE

3.12.6 Roof Design

Portions of decks may be developed as usable outdoor areas and portions may be developed as open roofs. Some top level parking may be visible from adjacent buildings.



Alternative Building / Parking Relationships

Alternative Relationships of Parking Structures and Buildings

Typical blocks in Union Park have parking structures surrounded by office and residential buildings, usually with retail space on the ground floor. There are several different ways to approach the relationships of these use types.

Each of them achieves the goal of having active ground floor uses, a multi-level parking structure and an office or retail building above. These alternatives are shown here:

1. Building separated from parking structure by 30-40'-wide (variable) covered or enclosed atrium. Lower level building windows face into the atrium between the building and the parking structure. Retail uses can open to the atrium as well as the street.
2. Building separated from parking structure by 30-40'-wide (variable) open space. Lower level building windows face onto the open space between the building and the parking structure. Retail uses can open both ways.
3. Building built partially over the parking structure, with the lower building levels as half-floors, facing the street. An atrium or pedestrian passage separates the retail space from the parking structure.
4. Building built over the parking structure, with an elevator/service core connected to the ground level. Retail space is tucked into the parking structure at the ground floor. Facade of parking structure shall be treated as and occupied building space above ground level retail space.
5. Building built immediately adjacent to the parking structure, with a pedestrian passage right behind the ground floor retail space. The lower floors of the building have fire separation from the parking structure, and no windows on that side until the building rises above the parking structure.

INTENT

- *To provide interesting and comfortable scale relationships of buildings through modulation of building massing—both surfaces and forms—contrasts in form, color and materials.*

REQUIRED

3.13.1 Street Wall Requirements

Street walls shall include at least two variations in wall placement per 100 linear feet of street frontage. On the Promenade, this variation is only applicable at upper levels of the buildings facing the Promenade. Variations shall not be less than three feet in depth or projection and not less than four stories in height. These shall include variations in wall plane and building height. (photo 1)

3.13.2 Building Scale

The scale of taller buildings should be broken down by mixing materials, colors, textures and details in addition to the above variations. Variation in building scale shall relate to the scale and function of pedestrian-oriented uses along the street, and shall be integral with the building form and construction. (photo 4)

RECOMMENDED

3.13.3 Facade Variation

Facade variations should relate to the dimensions of room sizes, residential units and/or structural modules. Variations should emphasize primary building entries, important corners or significant architectural features. Building projections may extend beyond the build-to line up to 3'-0" but not impact the build-to line at ground level. (photo 3)

3.13.4 Balconies and Terraces

Balconies and terraces should be incorporated into vertical and horizontal shifts in building massing where possible. Balconies above the first retail floor may extend beyond the build-to line up to 6'-0". (photo 1)

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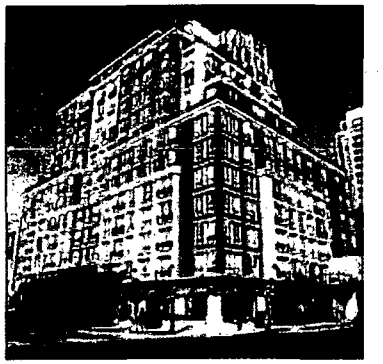
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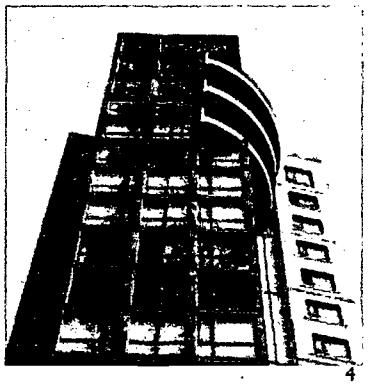
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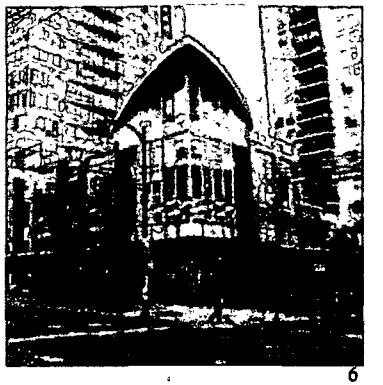
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3.13.5 Structural Elements

Building structural elements such as floors and columns, and fenestration should be articulated through changes in plane, use of decorative and functional elements such as sills, lintels, muntins, pilasters, piers, and other elements. (photo 3)

3.13.6 Building Corners

Building corners at street intersections should be enhanced through special corner treatments such as towers, special roof shapes and taller building sections. (photo 5)

3.14.7 Setbacks by Height

Setbacks and horizontal tower articulation should be introduced beginning at the 150' height and every 10 floors to the top of the building.

INTENT

- *To provide a comfortable and safe indoor and outdoor environment by managing solar access and shading through architectural design of buildings and the urban design framework of streets.*

REQUIRED

3.14.1 Providing Microclimates

Building heights shall take advantage of solar orientation, and shall create comfortable micro climates at the street level that protect from prevailing winds, afford summer shade and winter sunshine.

3.14.2 Shading Pedestrians

Buildings and pedestrian ways on the north sides of streets shall be protected by awnings and/or arcades along 75% of the length of the sidewalk to provide options for walking in the shade. (photo 3)

3.14.3 Shading Submittal Requirements

Solar shading diagrams indicating solar shading and access through architectural design shall be submitted for review by the Design Review Committee.

RECOMMENDED

3.14.4 Building Orientation

Building orientation, height and bulk should provide for sun to reach the ground, neighboring buildings and other pedestrian levels in cold weather. (photo 1)

3.14.5 Minimizing Heat Gain

Building orientation should respect the climatic conditions by minimizing heat gain and considering the impact of shade on adjacent land uses and areas.

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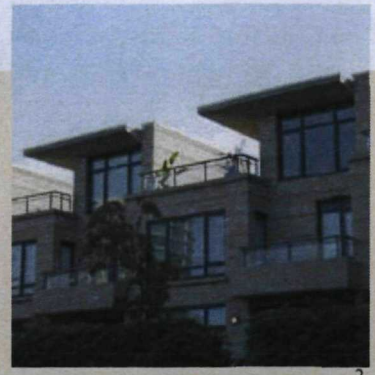
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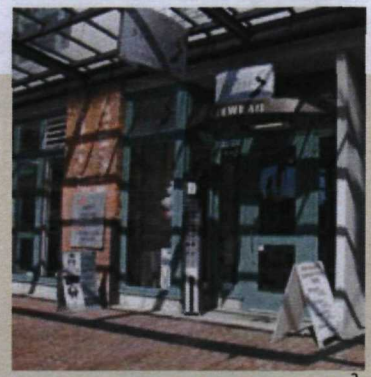
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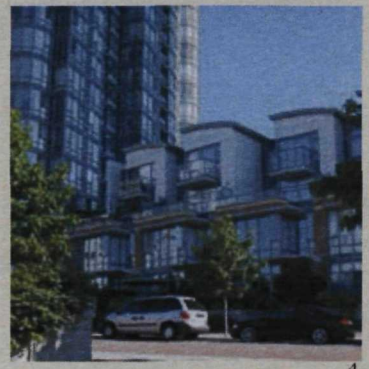
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3.14.6 Facade Treatment

The façade treatment should be unique to the solar orientation; the south and west facades should be more opaque with a punched window expression (or louvered and screened), and the east and north facades should have more lightness and greater expanses of glass. See the section on Fenestration.

3.14.7 Protection Building Entries

Building entries should be sun-protected.

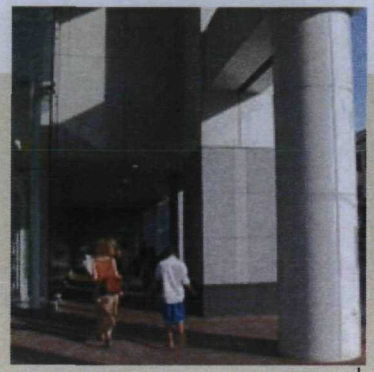
3.14.8 Facade / Building Articulation

A high degree of building articulation will provide more opportunities for shading external building spaces (such as rooftop courtyards) with external building features such as overhangs, balconies, shading devices, etc. (photo 1,4,5)

INTENT

- *To create environmentally responsive and responsible buildings with respect to solar orientation*
- *To create comfortable site conditions for everyone using outdoor spaces.*

In this section, standards for solar orientation and shading relate to the external performance of the building with respect to its site, the public right-of-way, and neighboring buildings.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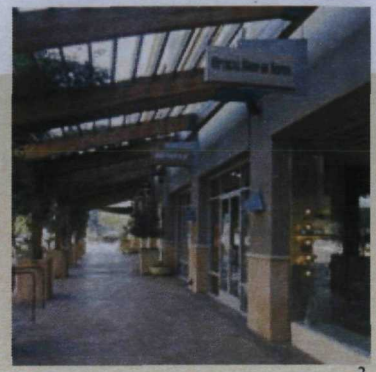
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REQUIRED

3.15.1 Year-round Solar Orientation

Buildings shall create comfortable micro-climates for all four seasons, minimizing or blocking uncomfortable winter winds and maximizing beneficial summer shading and air circulation. Building designs should include protected spaces and pathways to enable comfortable year-round use by visitors and residents. (photo 1,2)

3.15.2 Material Reflectivity

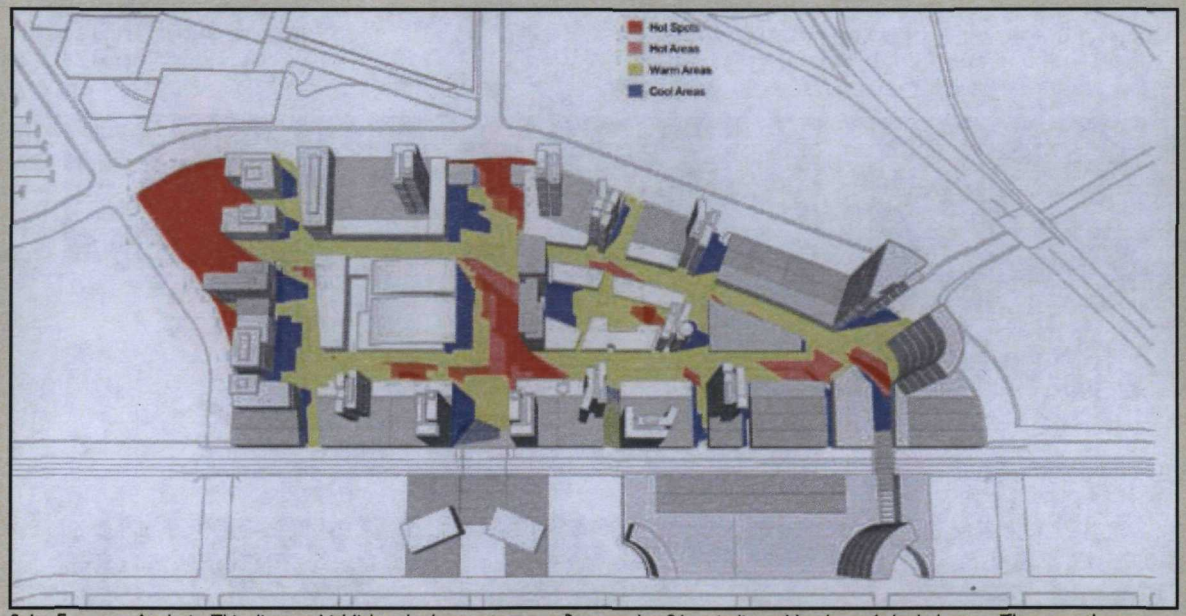
Buildings shall not contain gold glass or other highly reflective or mirrored glass which reflects excessive solar heat and light onto the site, other buildings or onto the public right-of-way.

3.15.3 Shading Cross Streets and The Union Park Promenade

Buildings on the south side of the cross streets shall shade the sidewalks and landscaped areas on the south sides of those streets. They shall do this with their height and setbacks. Buildings on the west side of the Promenade shall shade the Promenade from noon through the afternoon during the hottest part of the year. (photo 1)

3.15.4 Winter Shade

Buildings should minimize the impact of winter shade on adjacent buildings, to the extent possible.



Solar Exposure Analysis- This diagram highlights the hottest areas at 3 pm on Jun 21, as indicated by the red shaded areas. These are the areas that need the most protection from the sun that buildings cannot provide.

RECOMMENDED

3.15.6 South / West Sun Protection

East, south and west faces of buildings which face the sidewalk should have sun protection in the form of awnings and/or canopies. See the section on Awnings, Canopies and Shading. (photo 3)

ACCEPTABLE

3.15.7 Arcades

Arcades are permitted on the north sides of the cross streets, to provide shade on the north sides of these streets. See the section on Arcades.

INTENT

- *To provide clear identification of businesses and buildings*
- *To add visual interest and delight to Union Park*
- *To maintain a pleasing visual relationship between the function of identification and the architecture of Union Park*

REQUIRED

3.16.1 All signs, regardless of section, will need to have the approval of the Design Review Committee.

3.16.2 Relationship to Las Vegas Zoning Code

The design, installation and maintenance of all signs shall be in conformance with Las Vegas Zoning Code Chapter 19.14 SIGN STANDARDS, as revised and amended, except as noted in this section of the Union Park Design Standards.

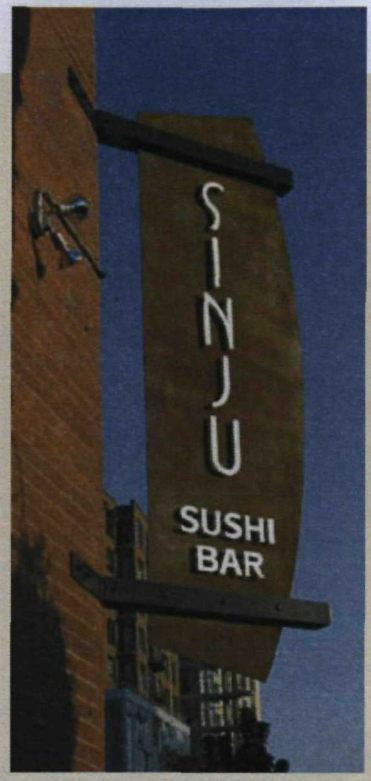
3.16.3 Reviewing and Approving Body

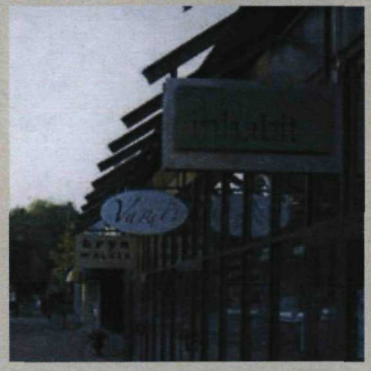
The approving body shall be the Union Park Design Review Committee, described on page 104. The Design Review Committee shall be referred to instead of "the City" or "the Department" or "the Director" (of Planning).

Each section of the Sign Standards is noted herein, with a notation of the adoption of the section in the Design Standards (meaning it is required), the deletion of certain sections (meaning this section is not required), or the revision of each section (by text in this Standards document).

3.16.4 Required Zoning Code Sections

19.14.010 Conformance and Purpose
19.14.020 General Requirements
19.14.030 Exempt and Prohibited Signs
19.14.050 Signs Allowed in All Districts Except as Limited
19.14.090 Only paragraphs B, F, G and H are acceptable
19.14.110 Signs in Public Rights-of-Way

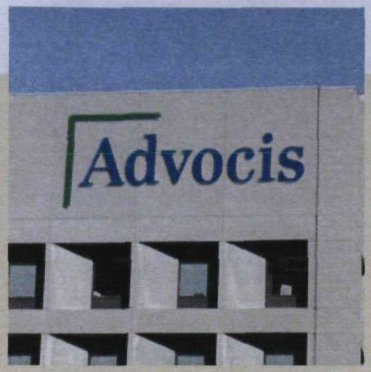


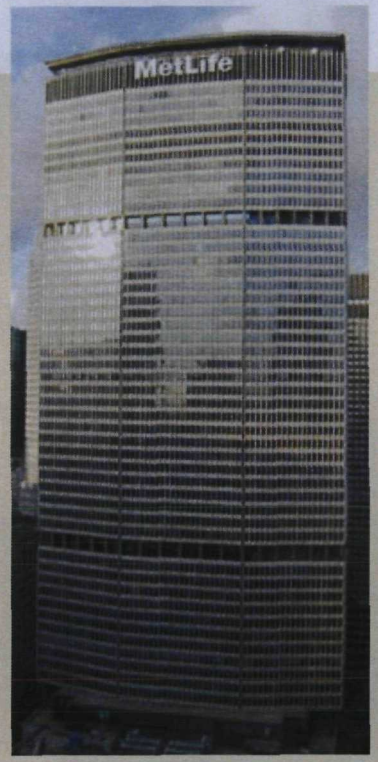


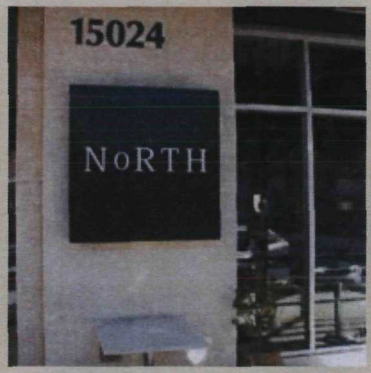
19.14.120 Certificates and Permits
19.14.130 Master Sign Plan
There shall be a master sign plan for each block identifying signage for each building and business
19.14.140 Certain Illegal and Abandoned Signs
19.14.150 Appeal
19.14.160 Nonconforming Signs
19.14.170 Violations, Remedies, Penalties
19.14.180 Illustrations

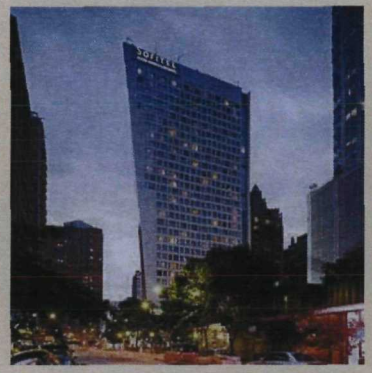
3.16.5 Deleted Zoning Code Sections (items not permitted unless by reference in Design Standards).

19.14.040 Signs Permitted Without a Certificate
19.14.070 Residential Protection Standards
19.14.080 Historic Signs
19.14.100 Off-Premise Signs
19.14.110 Signs in Public Right-of-Way









3.16.6 Dimensional and Other Standards for Union Park

Section 19.14.060 of the Las Vegas Zoning Code is replaced by this section of the Design Standards for Union Park, as described herein. Signs not mentioned in this section are not permitted.

5.A ARCADE SIGNS
One business per entrance, 8 SF, min. ht. 8', external illumination

5.B AWNING SIGNS
No awning signs shall be permitted

5.C CANOPY SIGNS
One sign per canopy, 25% of area of face of canopy, internal or external illumination

5.D FREESTANDING SIGNS
No freestanding signs shall be permitted

5.E MONUMENT SIGNS
One per street frontage, 75 SF per sign, 10' high, on or behind build-to line, internal or external illumination

5.F PROJECTING SIGNS
One per entrance, 32 SF, height of first floor, 8' minimum ht., maximum 8' projection from building face

5.G WALL SIGNS
One per building face, 2% of building wall area for building, 1% maximum for building tenant, one tenant per building, may project to no closer than 2' below top of parapet, 4' projection, internal or external illumination

5.H WINDOW SIGNS
No window signs shall be permitted

5.I MARQUEE SIGNS
One per building elevation, 20% of building elevation, may extend to 2' below top of parapet and over sidewalk to 5' back of curb, min. ht. 8'

5.J ROOF SIGNS
No roof signs are permitted

INTENT

- *To provide illumination that complements the urban nature of Union Park*
- *To provide aesthetic appeal and safety, promoting comfortable, safe pedestrian activity at night*
- *To distinguish Union Park from the largely externally illuminated and bright night-time environment of The Strip*

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REQUIRED

3.17.1 Adjacent Property

Building lighting shall be shielded such that the light source is not directly visible from adjacent properties or the public rights-of-way. (photo 1,2)

3.17.2 Light Color

Light sources shall be color-correct types such as high-pressure sodium and metal halide. Light types of limited spectral emission, such as low pressure sodium or mercury vapor lights are prohibited.

3.17.3 Lighting Levels

Minimum external building lighting levels at main building entries and stairs are 5.0 footcandles, and at loading docks, 15.0 footcandles.

3.17.4 Pole Mounted Fixtures

Site pole-mounted light fixtures shall not be used to illuminate buildings.

RECOMMENDED

3.17.5 Internal Building Lighting

Internal building lighting should be emphasized. External building lighting should provide definition of building massing and features such as entries. Light will be seen through windows, indicative of an urban, mixed use downtown. (photo 5,6)

3.17.6 Night Sky Preservation

Impact of building lighting on the night sky should be minimized where possible with cutoff and downward facing fixtures. (photo 2)

3.17.7 Lighting Fixtures

The emphasis on building lighting should be on the lighting effect, rather than on the fixtures as visible elements. (photo 4)

3.17.8 Lighting Power Consumption

All external lighting should be designed and located to reduce power consumption to its lowest practical level. Among the techniques to achieve this include: automatic shutoff after certain times of the early morning and daylight hours, switching localized for individual control, and avoidance of over-illumination on buildings.

ACCEPTABLE

3.17.9 Accent Lighting

Accent lighting of building entries or features is permitted.

3.17.10 Neon Lighting

Neon lighting is subject to review and approval by the Design Review Committee.

3.17.11 Prohibited Lighting Types:

Blinking, flashing or changing intensity lighting, except for temporary holiday displays

Any fixed light that produces incident or reflected light that is disturbing to the operator of a motor vehicle.

Any light that may be confused with a traffic control device.

Beacon or search light, except as a one-time event feature.

INTENT

- *To protect the occupants of buildings from death and injury and to limit damage to buildings and their contents from hostile acts, while maintaining a desirable aesthetic for both buildings and sites (transparent design).*

Three types of measures are listed; all are acceptable and recommended, none are required. The sole requirement is that all measures designed into buildings or the site not be primarily identifiable as security measures.

3.18.1 Site Security

Provide emergency communication required by the City of Las Vegas ordinance and CCTV surveillance of key areas, with communication link to metro.

Protect vulnerable areas with security measures such as alarms, card readers and cameras (photo 3,5)

Introduce appropriate levels of lighting to create a safe, comfortable environment without over lighting

Maintain lines of sight to parking lots, public areas and structures from adjacent buildings

Limit entrances into publicly-accessible buildings, especially after hours

Provide emergency call stations

Provide redundant utility systems to support life safety and rescue functions

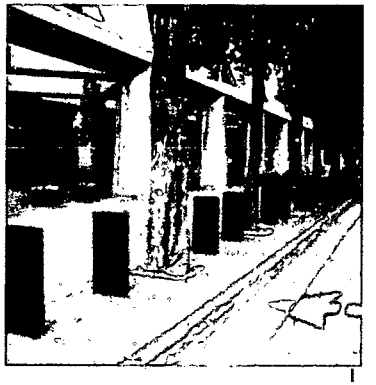
3.18.2 Airborne Contaminants

Locate outside air intakes above ground level to prevent public access

Prevent public access to building roofs and to mechanical equipment on roofs

Secure return air grilles to prevent public access

Install HVAC control options with energy management and control to regulate airflow and pressures within the buildings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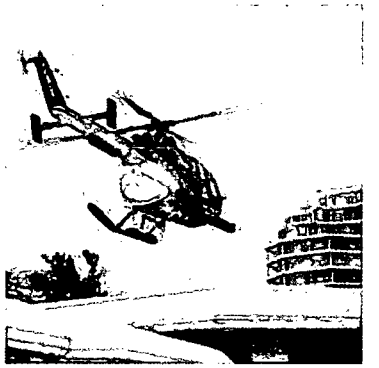
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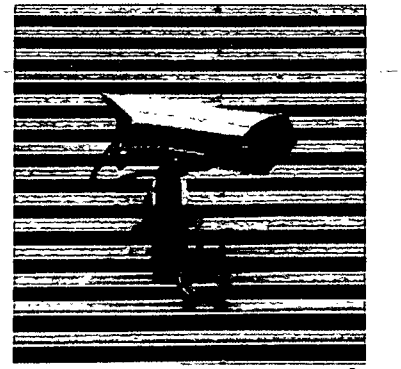
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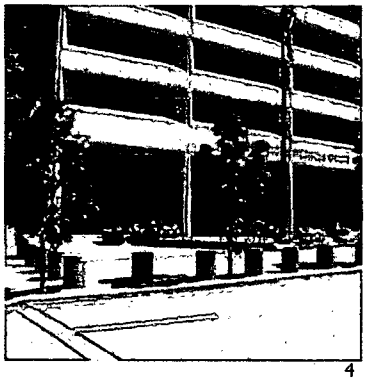
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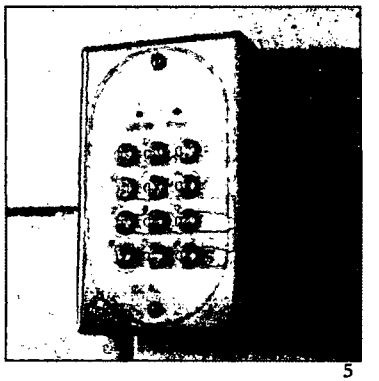
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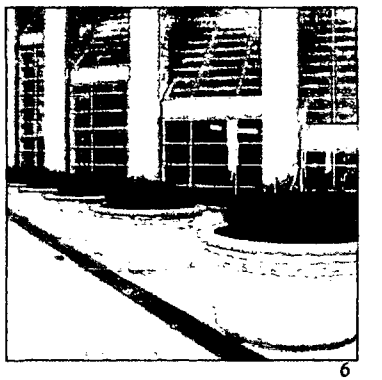
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Isolate lobbies, mail rooms, loading docks and storage areas where quantities of contaminants may enter

Install air quality monitors to detect chemical, biological or radioactive substances and control air distribution

Install high efficiency building filtration systems to reduce consequences of release of toxic airborne material

3.18.3 Blast Mitigation

Utilize pavement, planter, bench, bollard and other street furniture designs that are structural barriers to unauthorized vehicles while providing visually appealing streetscape elements (photo 1,4,6)

Provide helicopter landing pads and rooftop emergency exits to allow alternative evacuation routes as required by the Building Code. photo 2)

Building design should incorporate flexible frames, blast-resistant materials, including interior materials and assemblies that protect building occupants from blast effects

Provide wall assemblies sufficient to protect utility and communications systems

INTENT

- *To minimize the negative visual and noise impacts of service and loading areas, trash storage and mechanical equipment on adjoining streets, public spaces and property.*

3.19.1 Storage, Equipment and Loading Visibility

Loading docks, trash storage, service courts and mechanical equipment shall not be visible from public rights-of-way. (photo 5)

3.19.2 Screening and Buffering

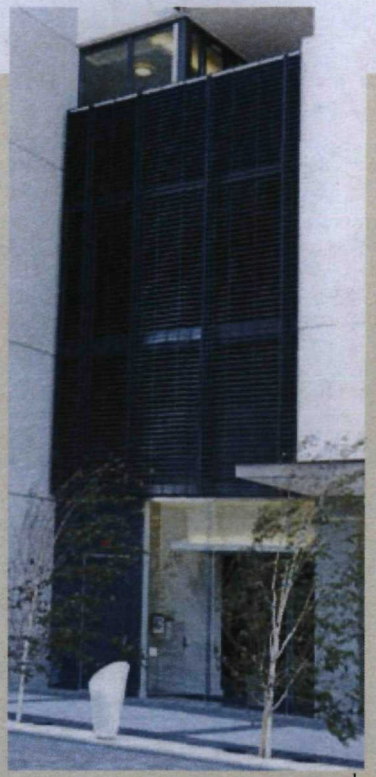
Loading docks, trash storage, service courts and mechanical equipment shall be screened and/or buffered by a combination of walls, screens, louvers and/or other features which are integrated with the architecture of the buildings. (photo 1,4)

3.19.3 Parapet Profiles

Parapet profiles shall, at a minimum, equal the height of adjacent rooftop equipment and all mechanical and utility equipment (e.g., ducts, vents, fans, condensers, etc.) The inside of the parapet should be painted in colors compatible with the color of the roof. (photo 4)

3.19.4 Ground Mounted Utilities

Meters, electrical cabinets, transformers and switchgear shall be located within the building they serve. Ground-mounted utility vaults and detector check valves should be screened with landscape or incorporated into trash enclosures or street furniture elements.



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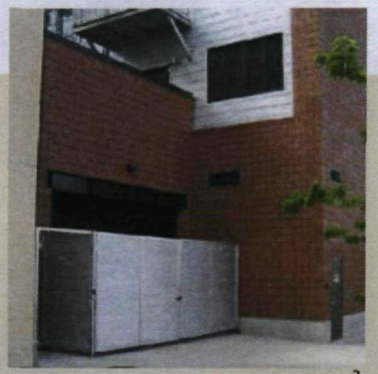

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RECOMMENDED

3.19.5 Enclosure / Screening

All permitted uses and their resulting products which are not required to be contained entirely within a fully-enclosed structure should be screened from view from streets and neighboring properties. (photo 5)

3.19.6 Area Drainage

Courtyard and areaways should be graded to catch and retain runoff and spills from vehicles, trash or other storage and operations in order to minimize runoff onto sidewalks, gutters and streets and paved surfaces.

3.19.7 Loading Area Circulation

Circulation and parking for service areas shall not disrupt the normal flow of on-street traffic. Off-street loading areas should be designed to include adequate space for ingress, egress and maneuvering.

ACCEPTABLE

3.19.8 Roof Utility Screening

Antennas, including but not limited to earth satellite stations, are permitted with specific approval of the Design Review Committee. Locations of antennas shall minimize their impact on the appearance of the immediate area. Antennas should be properly screened from public view and nearby taller buildings. (photo 4)

3.19.9 Ground Level Screening

Ground level screening may be provided by landscaping or landscaping in combination with walls, if it results in complete visual screening.

4 CHARACTER of the BLOCKS

Each parcel and block is a unique opportunity to make a contribution toward the character of the high density, mixed use Union Park urban neighborhood. To succeed, each of the blocks must apply the design standards and intents of the standards described in Sections 1 through 3.

The specific applications of each design standard to each block from A through Q are described in three ways on facing pages for each block:

DESIGN STANDARD DESCRIPTION Text description of each block, including the expected program, open space, vehicle access, view corridors, open space, and many other factors are briefly described.

PARCEL PLAN A parcel plan diagram for each block shows the plan view annotated with several graphic icons that represent various design directions that are generated by the Master Plan. Items such as lobby location options, permitted exposure of parking structures, active street frontages, tower location, open space and other desired features of each block are shown at their points of application.

THREE DIMENSIONAL MODEL A perspective exploded view illustrates the relationships of the layers of the block to each other, and represents a building height and massing that corresponds to the program expected for each block. This view begins with subterranean parking, proceeds upward through street-level retail, town homes and podium parking, and topped in many cases by towers with view corridors and height recommendations. The Sketchup drawings that are the basis of these models are available to the applicant.

A2 – West Clark Avenue Entry

OBJECTIVE:

- ***This parcel has the important function of providing the first view of Union Park for people arriving from the south and a backdrop to the Lou Ruvo Alzheimer's Center. The buildings form part of the gateway into the site on West Clark Avenue and they also form an access courtyard between the Ruvo Center and the office buildings on West Clark Avenue. These buildings may have parking below the new buildings. This site may also be built out as a single building with parking above grade but fully screened.***

Target Program

Office	300,000 SF
Parking	800 spaces below grade and levels 3-8

NOTE:
A1 is the adjacent site, accommodating the Lou Ruvo Brain Institute with no parking on the site, this site is to accommodate all of the parking for A1.

The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

A2.1 Pedestrian Circulation

Walkways are required from West Clark Avenue to the Lou Ruvo Center and from the Union Park Promenade to the Center. If the building is built as a single building, a pedestrian entrance shall still be provided through the building to visually connect West Clark Avenue to the Lou Ruvo Alzheimer's' Center.

A2.2 Active Frontages

Active street frontages are required on this site at the intersection of West Clark Avenue and Union Park Promenade and Grand Central Parkway. Commercial uses should front on West Clark Avenue or the walkway leading south from it or Union Park Promenade.

A2.3 Parking Access

Entries to parking may only be located on Grand Central Parkway and the Union Park Promenade. Both of these drives must meet in front of the Lou Ruvo Alzheimer's' Center in a courtyard which will serve all the buildings on this block.

A2.4 Open Space and Amenities

The space around the Lou Ruvo Center is to be kept open for optimum views of the building. An auto access courtyard in the center of the parcel will focus all three buildings on a central plaza area.

A2.5 Tower Locations

Two towers can be located on either side of the north-south walkway, symmetrically framing the entrance to the Lou Ruvo Alzheimer's' Center. A single tower may be located at the Grand Central Parkway corner or Union Park Promenade Corner.

A2.6 Build-To Lines and Setbacks

Setback zones are allowed facing Union Park Promenade and on Grand Central Parkway. An open space is required at the intersection of West Clark Avenue and Union Park Promenade. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

A2.7 View Corridor

A wide view dual access corridor shall be kept open from West Clark Avenue to the Lou Ruvo Alzheimer's Center. In the case of one building, clear views must be maintained through the lobby at ground level.

A2.8 Concealed and Exposed Parking

Parking structures above grade to all center shall not be exposed to any views except along Grand Central Parkway. If above grade, structures shall appear to be office uses.

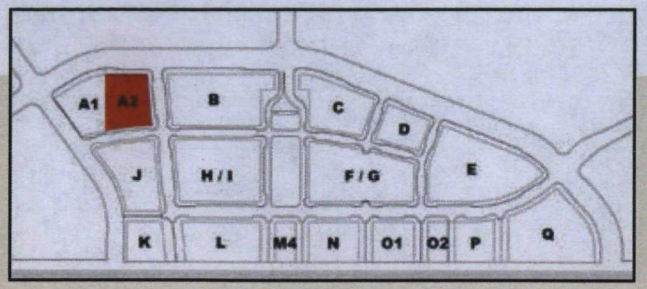
A2.9 Tower Height

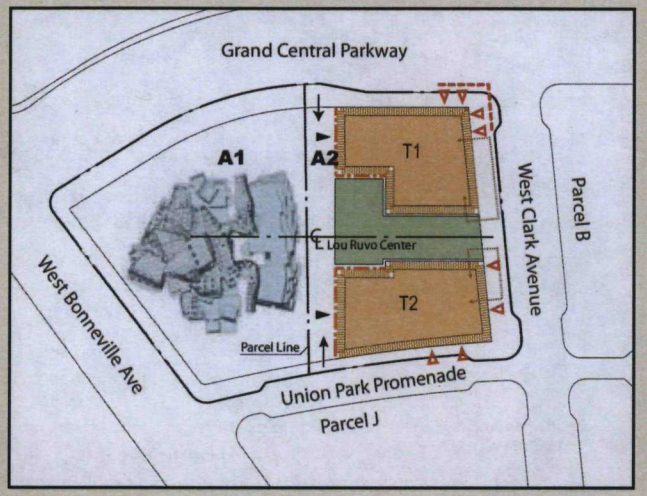
Building heights for two towers should be equal. Buildings are expected to be approximately 13 stories.

NOTE: One tower may be built on the site rather than the pair shown. Final building heights will be subject to review and approval by the Design Review Committee.

A2.10 Courtyard

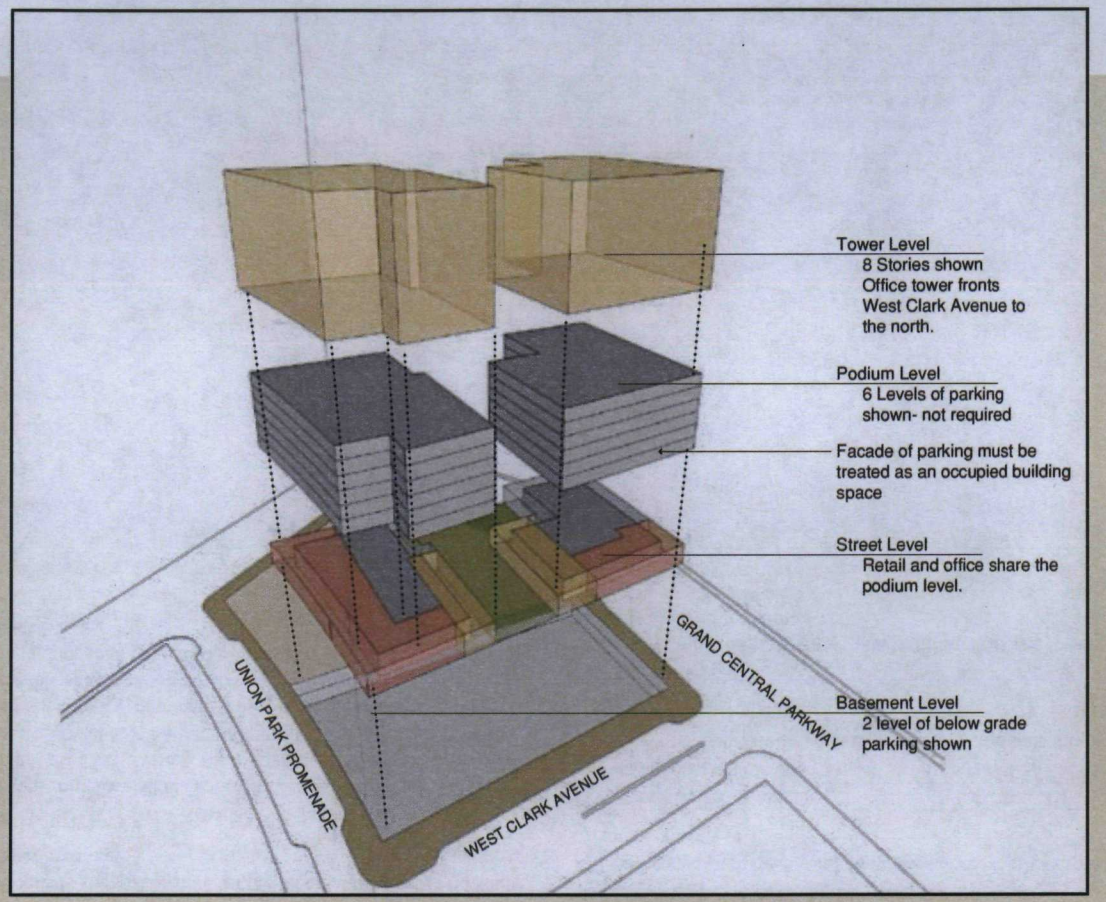
- Through access from Grand Central Parkway to the Promenade shall be limited to emergency vehicles only, controlled by a physical means to be determined.
- The courtyard is to be approximately 100' x 100', and is to be a combined auto drop-off and pedestrian courtyard.
- Parking in the courtyard shall not be permitted except for drop-off.
- Parking and service access shall be as close as practical to Grand Central Parkway and Union Park Promenade.
- Grading in plaza shall be established to eliminate curbs in this area.
- The courtyard shall be landscaped to characterize the space as primarily a pedestrian and drop-off space.
- Limitations on delivery times for the buildings on A1 and A2 should be explored to minimize conflicts between the drives and the courtyard/drop-off.





PARCEL A

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



This block may be developed with one building along West Clark Avenue. If this is the choice, then a pedestrian walkway must still be developed leading to the Lou Ruvo Center, as shown in the site plan diagram.

NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

B – West Clark Avenue/Discovery Avenue

OBJECTIVE:

- ***This parcel forms the northern half of the gateway from Grand Central Parkway onto West Clark Avenue, and at its north end, it is also half of the gateway into Symphony Park from Discovery Avenue. It fronts along The Union Park Promenade, and has active retail on its east street front. Its uses are primarily office space and retail. It forms the entry to the Symphony Park Civic Axis along Discovery Avenue.***

Program Shown

Residential	282 units
Office	331,500 SF
Retail	49,670 SF
Parking	2350 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

B.1 Pedestrian Circulation

The major pedestrian movement is along The Union Park Promenade and the Civic Axis adjacent to Symphony Park. No pedestrian walkways are required within the site.

B.2 Active Frontages

Active uses shall be located on the north end of the Grand Central Parkway frontage, extending along the Civic Axis, wrapping around the corner to Union Park Promenade.

B.3 Tower Locations

Two towers shall be located on the block at the north and south ends of the parcel.

B.4 Build-To Lines and Setbacks

Setback zones are allowed facing Grand Central Parkway and along West Clark Avenue. Build-to lines shall be maintained on Discovery Avenue, wrapping around to Grand Central Parkway and Union Park Promenade. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

B.5 Parking Access

Parking access may be brought in from Grand Central Parkway, Union Park Promenade, West Clark Avenue and one point only on Symphony Park to structured parking between the office buildings.

B.6 Concealed and Exposed Parking

Parking shall not be exposed except along portions of Grand Central Parkway. Along other frontages of the parcel, parking shall be wrapped with active uses, office uses or residential units.

B.7 Open Space and Amenities

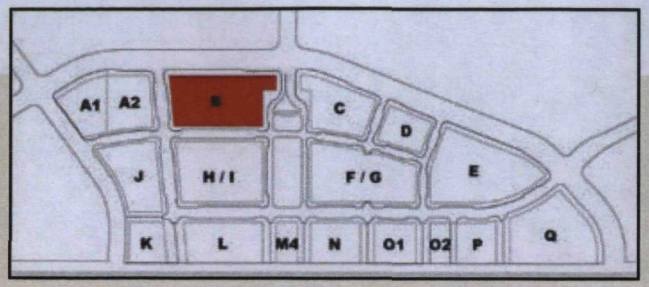
An open space shall be developed in front of the lobby entrance on the north side of T2.

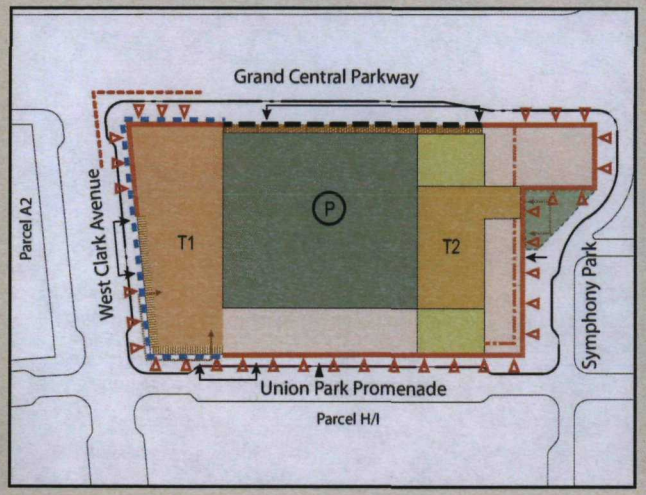
B.8 Base of Towers

The two towers will appear to begin at ground level on the corners of the walkway at West Clark Avenue, and on Union Park Promenade.

B.9 Tower Height

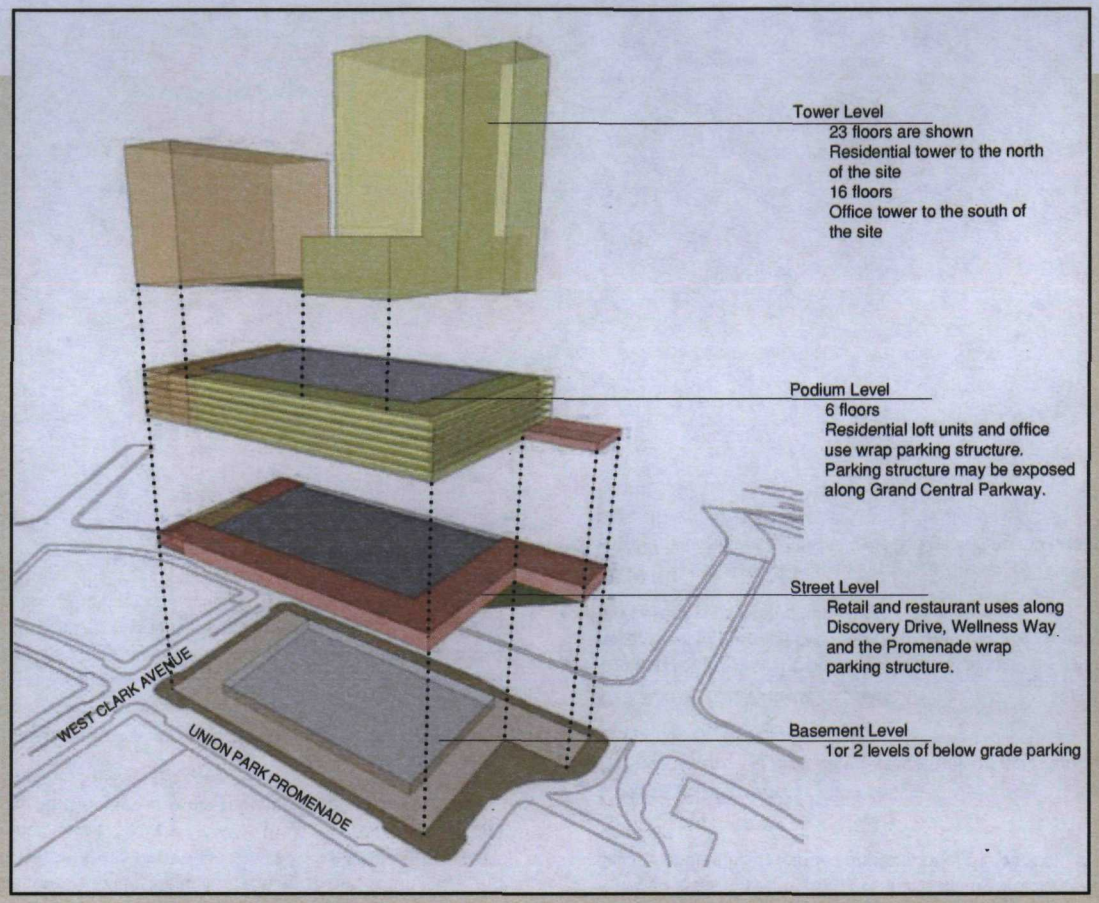
There is no maximum height of towers T1 and T2. The lower tower is to be no more than 150'.





PARCEL B

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

C – West Discovery Avenue North Side Entry

OBJECTIVE:

- *Parcel C is the northern half of the gateway into the site from Grand Central Parkway. The parcel's uses are primarily residential and retail, and it forms a part of the street wall definition of Symphony Park at the entry into the public space.*

Program Shown

Residential	593 units
Retail	27,790 SF
Parking	1082 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

C.1 Pedestrian Circulation
The major pedestrian movement is along The Union Park Promenade and the Civic Axis adjacent to Symphony Park. No pedestrian walkways are required within the site.

C.2 Active Frontages
Active street frontages shall be developed along Discovery Avenue and Union Park Promenade, potentially wrapping around the corner on West Bridger Avenue.

C.3 Tower Locations
Two towers shall be located on the north and south sides of the site. The southern tower (T1) shall be set back an equivalent distance from Discovery Drive as the northern tower (T2) on Parcel B. The northern tower is not required to set back, but may be set back within the setback zone.

C.4 Build-To Lines and Setbacks
Setback zones are allowed facing Union Park Promenade and on Grand Central Parkway. Build-to lines must be maintained on the Discovery Avenue corners of the site. Minor setbacks are allowed on Discovery Avenue, but the majority of the street wall shall be at the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

C.5 Parking Access
Parking access shall only be brought in from Grand Central Parkway, West Bridger Avenue and Discovery Avenue. Parking is in a structure adjacent to and under the office buildings.

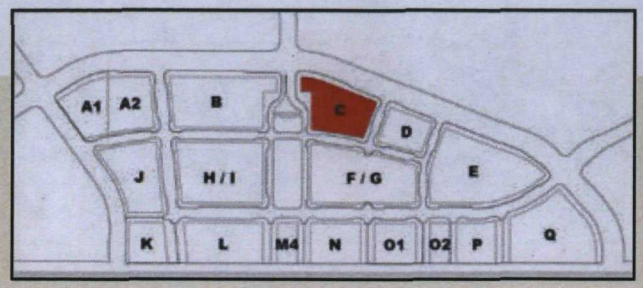
C.6 Concealed and Exposed Parking
The parking structure shall not be exposed except on a portion of Grand Central Parkway. On other frontages, parking shall be wrapped with active uses and residential units.

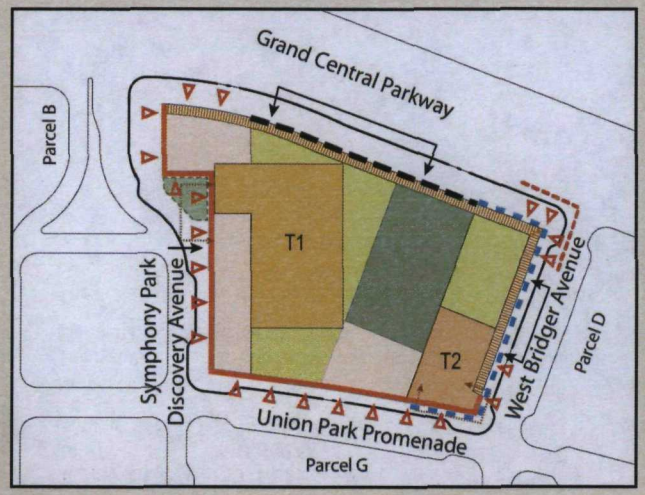
C.7 Open Space and Amenities
An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

C.8 Base of Towers
The two towers will have their bases sitting on a podium level behind lower residential units.

C.9 Axes and Views
The two towers shall be positioned so that sites to the east have views to the west between them, and that the towers have views past each other.

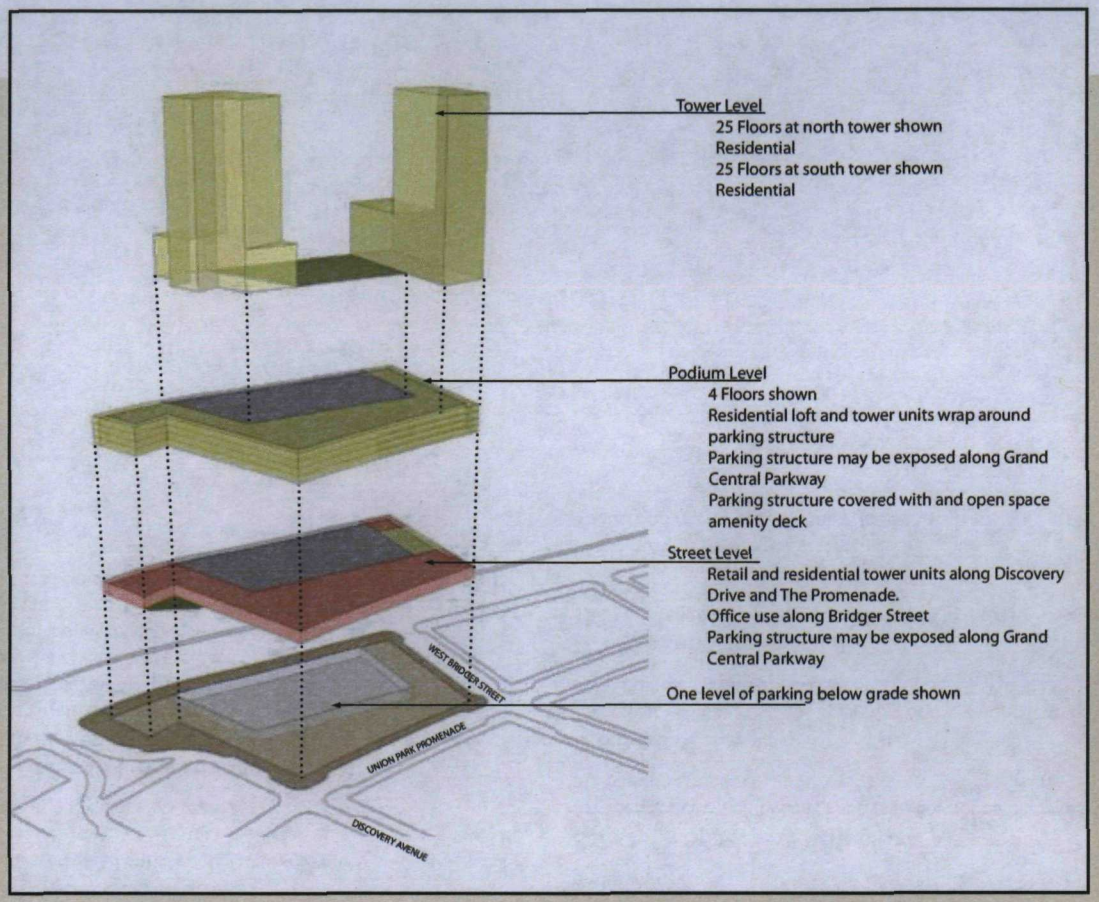
C.10 Tower Height
Lower tower height is limited to 150'. There is no maximum tower height for T1 and T2.





PARCEL C

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

D – Grand Central Block (North of C)

OBJECTIVE:

- ***This parcel fronts on Grand Central Parkway and The Union Park Promenade, as well as two east-west neighborhood streets. Its primary role is to be a residential parcel as part of the neighborhood, as well as part of Union Park Promenade's street front retail frontage.***

Program Shown

Residential	328 units
Retail	11,960 SF
Parking	791 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

D.1 Pedestrian Circulation

The major pedestrian movement is along Union Park Promenade, with minor movement along Carson and Bridger Avenues. No pedestrian walkways are required on the interior of the parcel.

D.2 Active Frontages

Active street frontages shall be developed along The Union Park Promenade, potentially wrapping around the corners on Bridger and Carson Avenues. Second level retail or restaurant space may be developed on the corners of the site.

D.3 Tower Locations

Two towers shall only be located on the north and south sides of the site. Towers T1 is not required to be set back; it should be brought to the sidewalk level.

D.4 Build-To Lines and Setbacks

A setback zone is allowed facing Union Park Promenade, along Grand Central Parkway and wrapping around to Carson and Bridger Avenues. The majority of the length of the street walls shall be built to the back of sidewalk along Union Park Promenade. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

D.5 Parking Access

Parking access shall only be brought in from Grand Central Parkway and Carson Avenue. Parking shall be in a podium. Service access shall be brought in from no more than 2 different locations.

D.6 Concealed and Exposed Parking

The parking structure shall only be exposed on a portion of Grand Central Parkway, wrapping around to Carson Avenue. On the remaining frontages, parking shall be wrapped with active uses and residential units. Parking shall not be exposed directly under a tower.

D.7 Open Space and Amenities

An open space amenity deck should be developed on the roof of the parking structure.

D.8 Base of Towers

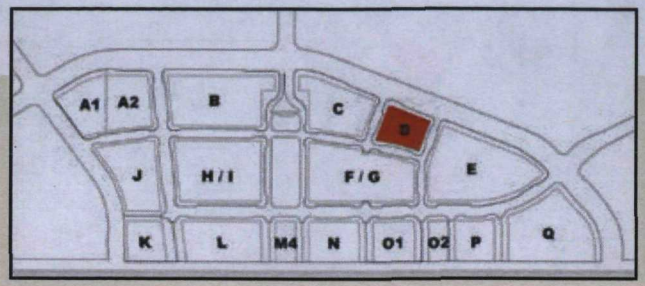
The tower will have its base beginning at the ground level on the West Carson Avenue frontage.

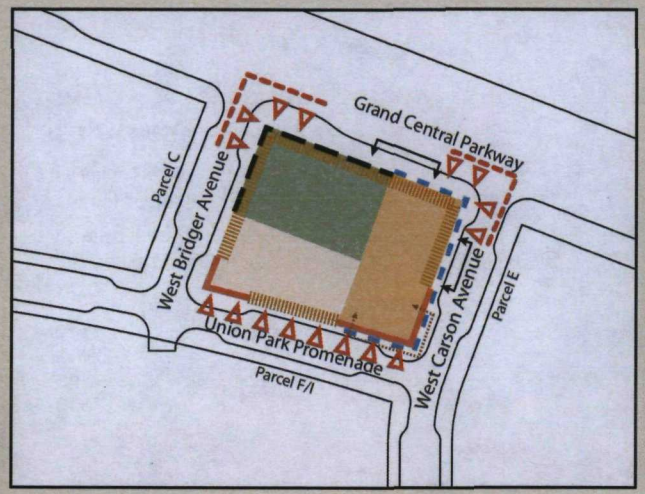
D.9 Axes and Views

The tower shall be positioned so that sites to the east have views to the west.

D.10 Tower Height

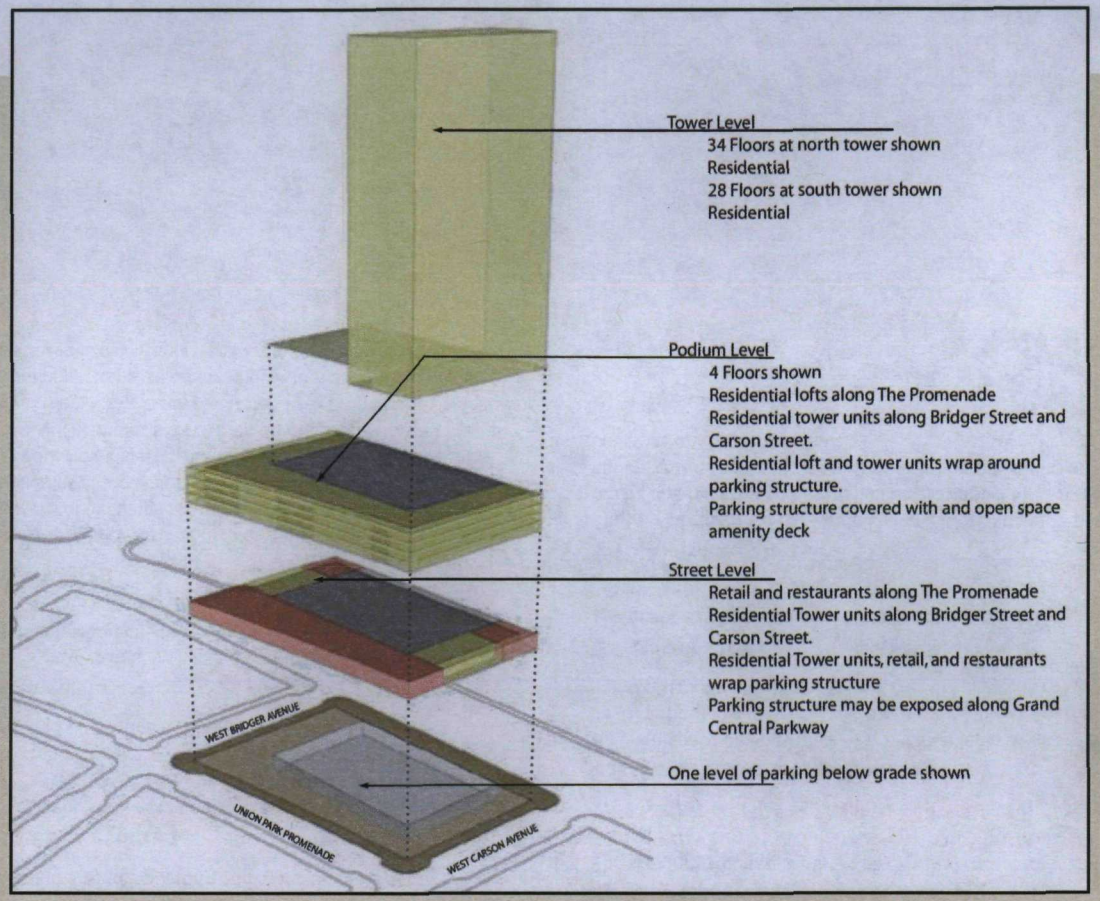
There is no maximum height for Tower T1.





PARCEL D

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

E - City Parkway

OBJECTIVE:

- *This parcel is a key Gateway parcel, part of the introduction to Union Park from City Parkway, across Grand Central Avenue. An iconic high rise office tower is expected on this parcel, with lower, perhaps multi-level retail and an internal parking structure podium wrapped by retail space facing onto a mid-block pedestrian promenade.*
- *The Union Park Promenade as a pedestrian and visual access and connection to Parcel Q and to Union Park Promenade continued to the south is a key linkage from Fremont Street and the Gateway entertainment uses to other parts of Union Park.*

Program Shown

Office	500,000 SF
Retail	152,192 SF
Parking	2000 spacesv

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

E.1 Pedestrian Circulation

The major pedestrian movement is along the extension of Union Park Promenade, which will be an open mid-block plaza element through the parcel to City Parkway. There will be some pedestrian activity along City Parkway.

E.2 Union Park Promenade Through the Block

The Union Park Promenade through the block should be open air but if covered shall be open to the pedestrian traffic at each end, shall be light, airy and street like. The Union Park Promenade through the block may be designed slightly differently then the rest of the Union Park Promenade but maintain basic tree planting and material character.

E.3 Active Frontages

Active street frontages should be developed along Union Park Promenade, potentially wrapping around the corner on Carson Avenue. Second level retail or restaurant space may be developed on the corners of the site.

E.4 Tower Location

An office tower may be located on the north end of the site. It should relate directly to the open space on the other side of City Parkway on Parcel Q. The tower should rise directly from the sidewalk level.

E.5 Build-To Lines and Setbacks

The faces of buildings should extend the visual line of the faces of buildings along Union Park Promenade. Setback zones are allowed facing Union Park Promenade and on Grand Central Parkway. The majority of the length of the street walls shall be built to the back of sidewalk. Union Park Promenade presents a special opportunity to create retail and restaurant exposure to this street-width plaza. The low retail/restaurant pavilion across Union Park Promenade should optimize use of the east side of Union Park Promenade open space. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

E.6 Parking Access

Parking access will be from Grand Central Parkway and Carson Avenue. Parking will be in a podium south of the office building.

E.7 Concealed and Exposed Parking

The parking structure shall not be exposed except to Grand Central Parkway and to Carson Avenue. On other frontages the parking structure shall be wrapped with active uses.

E.8 Open Space and Amenities

An open space amenity deck or other shading and screening devises should be developed on a portion of the roof of the parking structure.

E.9 Base of Tower

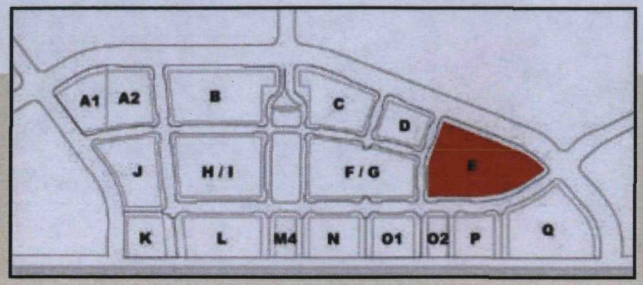
The tower will have its base beginning at the ground level on City Parkway at Grand Central Parkway.

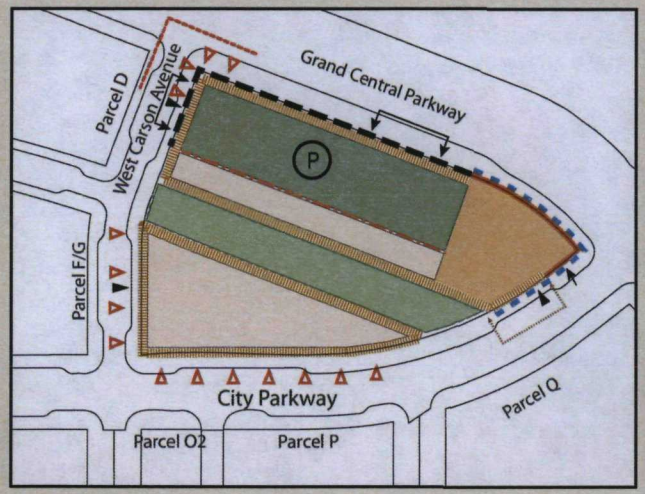
E.10 Axes and Views

The view through the site along Union Park Promenade shall not be obstructed. The tower shall be a compact form so as to minimize the obstructions to views from the site and to other buildings on the site.

E.11 Tower Height

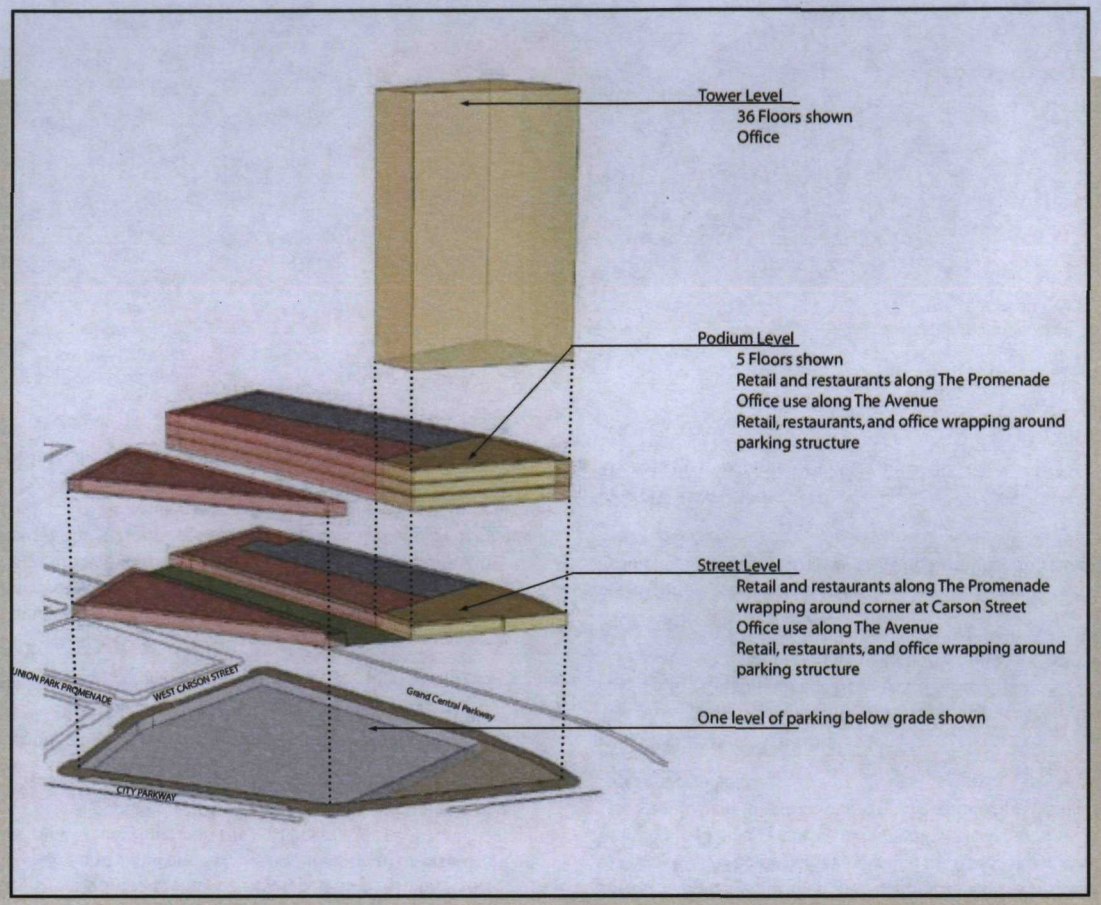
There is no maximum height for the Tower T1.





PARCEL E

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

F/G - Middle Neighborhood Block

OBJECTIVE:

- ***This parcel is an internal residential neighborhood parcel with active retail edges along City Parkway and The Union Park Promenade. The unit types in this parcel are town house types combined with a residential tower, in contrast to the higher residential towers along Grand Central Parkway and City Parkway.***

Program Shown

Residential	280 units
Retail	41,470 SF
Hotel	250 rooms
Parking	898 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

F/G.1 Pedestrian Circulation

The major pedestrian movement is along Union Park Promenade and City Parkway. A walkway across the Union Commons park in the interior of the parcel shall connect Union Park Promenade and City Parkway. This walkway shall have enough width and open configuration to allow and encourage unimpeded pedestrian movement across the block between Union Park Promenade and City Parkway. Other pedestrian walkways to the interior of the block may be created from the surrounding streets.

F/G.2 Active Frontages

Active street frontages shall be developed along Union Park Promenade and City Parkway. Second level retail or restaurant space may be developed on the corners of the site. Retail frontage shall be developed along City Parkway.

F/G.3 Tower Locations

Residential towers shall be located on the north end and south ends of the site. The towers shall establish their bases at the podium level. They are not required to be set back.

F/G.4 Build-To Lines and Setbacks

Buildings shall be built on the build-to line along Union Park Promenade to maintain a strong definition of this street space. Buildings may be setback within the setback zone along City Parkway. The majority of the length of the street walls shall be built to the back of sidewalk along this street. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

F/G.5 Parking Access

Parking access shall only be brought in from City Parkway in the vicinity of West Bridger Avenue. Parking is underground on this parcel.

F/G.6 Exposed Parking

Parking structures shall not be exposed on this parcel.

F/G.7 Open Space and Amenities

Ground level open space shall be developed as a private park, identified as Union Commons. This park is for the use of the surrounding neighborhood and visitors, as well as residents of Block F/G. The park may be gated for resident use even though it will be a public visual amenity. Design and final size should be a function of the final architectural design of adjacent buildings.

F/G.8 Bases of Towers

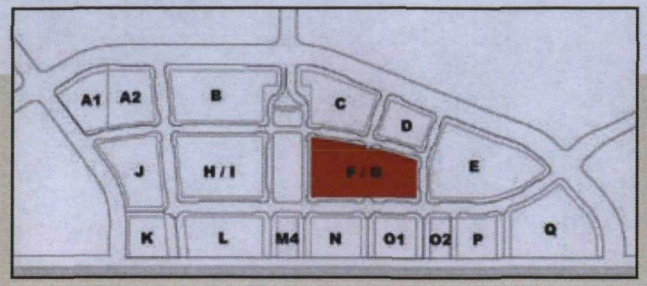
The north tower shall have its base beginning at the podium level on the Carson Avenue frontage. The south tower (T1) shall begin on a podium in a position fronting Symphony Park.

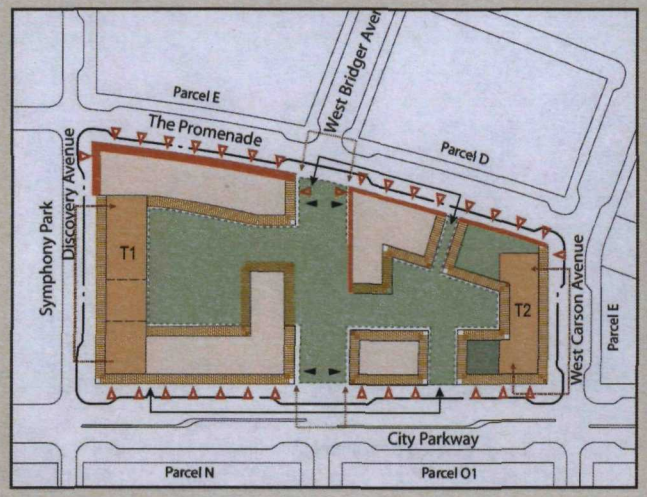
F/G.9 Axes and Views

A view and access across the parcel between Union Park Promenade and City Parkway shall be kept open to visual and walking access.

F/G.10 Tower Height

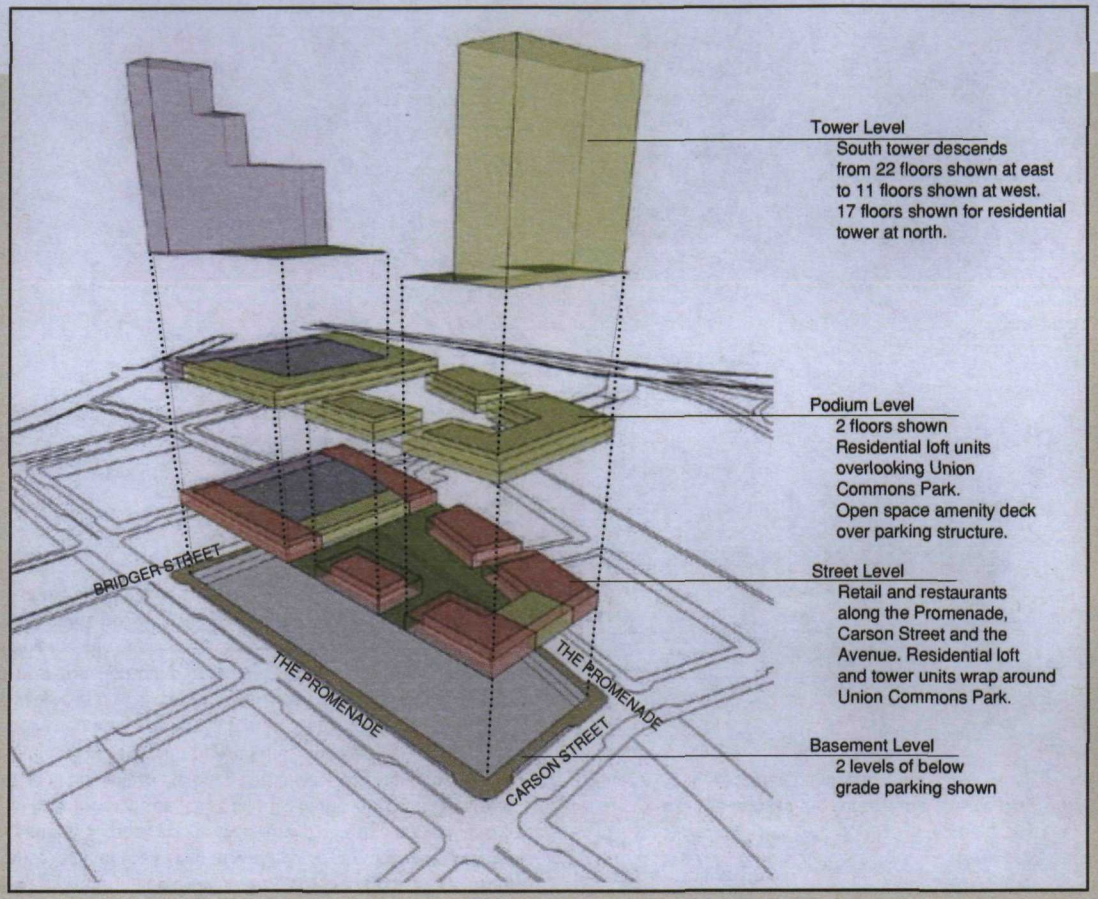
There is no maximum height for T1 or T2.





PARCEL F/G

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL / ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

H/I – Performing Arts Center

OBJECTIVE:

- ***This is the Performing Arts Center parcel, facing onto Symphony Park and the Civic Axis. The west side of the parcel will have retail and restaurant uses facing onto Union Park Promenade. The back of the parcel shall contain service and office space.***

Program Shown

Performing Arts Center	586,000
Office	13,000 SF

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

H/I.1 Pedestrian Circulation

The major pedestrian movement and the building's main access shall be from the Symphony Park (north) side of the site. No other pedestrian circulation is required internal to this site, except in the building.

H/I.2 Active Frontages

Union Park Promenade side of the site shall have active retail or restaurant uses facing Union Park Promenade.

H/I.3 Build-To Lines and Setbacks

A build-to line shall be established along Symphony Park (front entrance) side of the site to maintain a strong definition of this street space. Setback zones are allowed on City Parkway and on Union Park Promenade. The majority of the length of the street walls shall be built to the back of the sidewalk along this street. The building may extend beyond the back-of-sidewalk line (over the sidewalk) at upper levels, but not at the sidewalk level. The sidewalk level on Discovery Avenue is to be kept open as a pre- and-post-function outdoor circulation space. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

H/I.4 Parking and Delivery Access

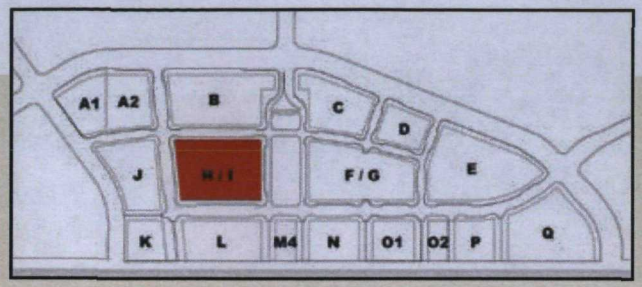
Parking access to the West Clark Avenue side of Parcel H/I is shall be brought in from Union Park Promenade and/or City Parkway. Delivery access for the Performing Arts Center is to be brought in from Union Park Promenade and City Parkway. Truck docks are to be placed along this access between the two streets, sufficient for heavy truck access.

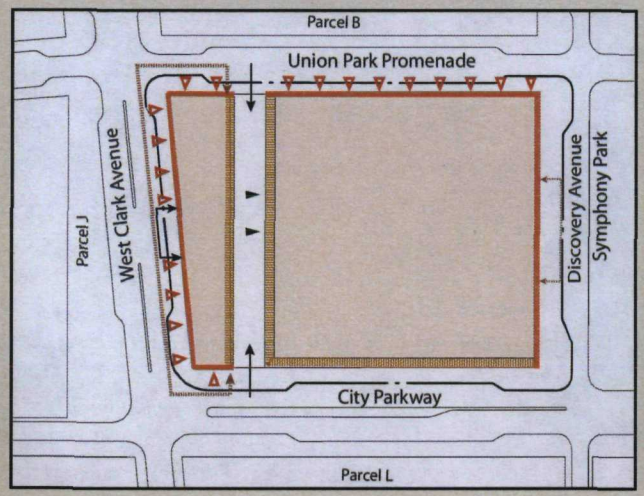
H/I.5 Open Space and Amenities

The open space of the site shall be focused on the sidewalk in front of the main entrance to the Performing Arts Center, facing Symphony Park.

H/I.6 Axes and Views

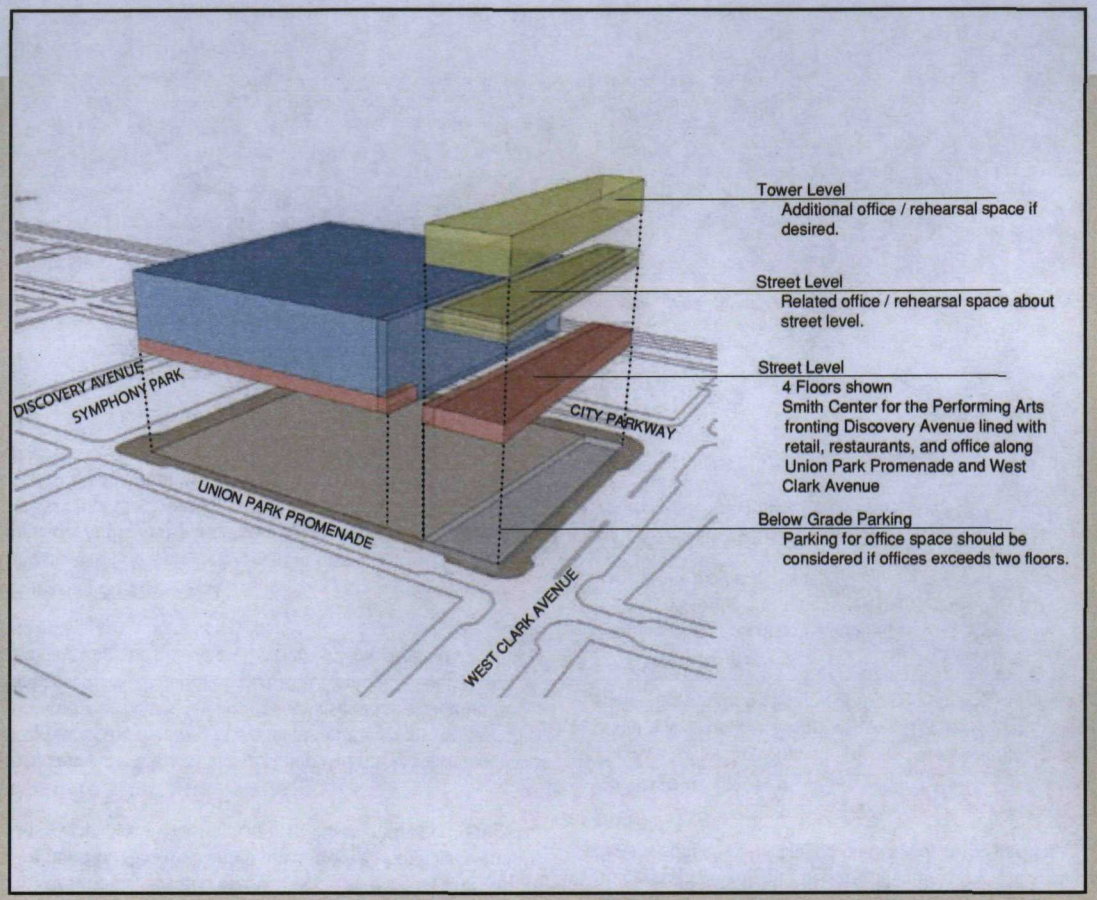
The view of the front of the Performing Arts Center from the Civic Axis should be maximized.





PARCEL H/I

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

J – West Clark Avenue South Side

OBJECTIVE:

- *This is a hotel and office site fronting on West Clark Avenue, just east of the Lou Ruvo Alzheimer's' Center. It also has a frontage on the section of Union Park Promenade which is not required to be an active frontage.*

Program Shown

Office	166,000 SF
Hotel	500 rooms
Parking	1185 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

J.1 Pedestrian Circulation
The major pedestrian movement is along West Clark Avenue. No pedestrian walkways are required on the interior of the parcel.

J.2 Active Frontages
There shall be active frontages along West Bridger Avenue, wrapping around the corner on Union Park Promenade. Second level retail or restaurant space may be developed on the corners of the site.

J.3 Tower Locations
Two towers shall be located on the block—on the east and west sides of the site. The west (hotel) tower from its hotel base and the east (office) towers shall establish their bases at the podium level.

J.4 Build-To Lines and Setbacks
Setback zones are allowed facing Union Park Promenade and West Clark Avenue. The majority of the length of the street walls shall be built to the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

J.5 Parking Access
Parking access shall only be brought in from Union Park Promenade, at the mid-parcel from West Clark Avenue and from an extension of City Parkway on the east side of the block. Parking shall be in a podium under the east tower and east of the hotel tower.

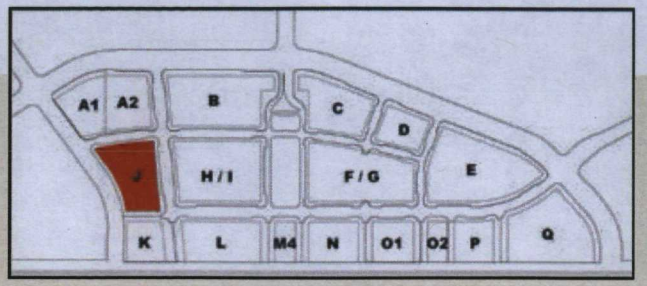
J.6 Concealed and Exposed Parking
The parking structure shall only be exposed on a portion of Bonneville Street east of the hotel tower. On other frontages, the parking shall be wrapped with hotel uses and active uses.

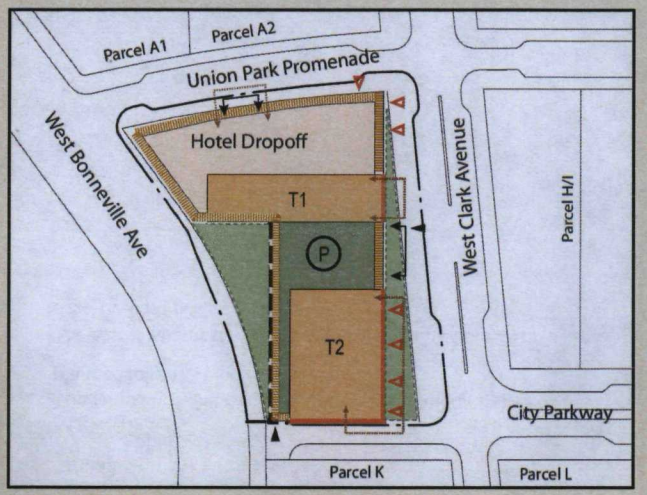
J.7 Open Space and Amenities
The building setback on West Clark Avenue shall create a linear open space which widens as it approaches Parcel K at City Parkway. This shall be a landscaped sidewalk/plaza for the hotel and the office tower and act as the central amenity space for this medical/office district. (See Streetscape Section) An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

J.8 Base of Towers
The east (office) tower shall have its base beginning at the podium level on West Clark Avenue. The west (hotel) tower shall have a base beginning at the podium level.

J.9 Axes and Views
The two towers shall be positioned so that sites to the north have views to the south between them, and so that the towers have views past each other.

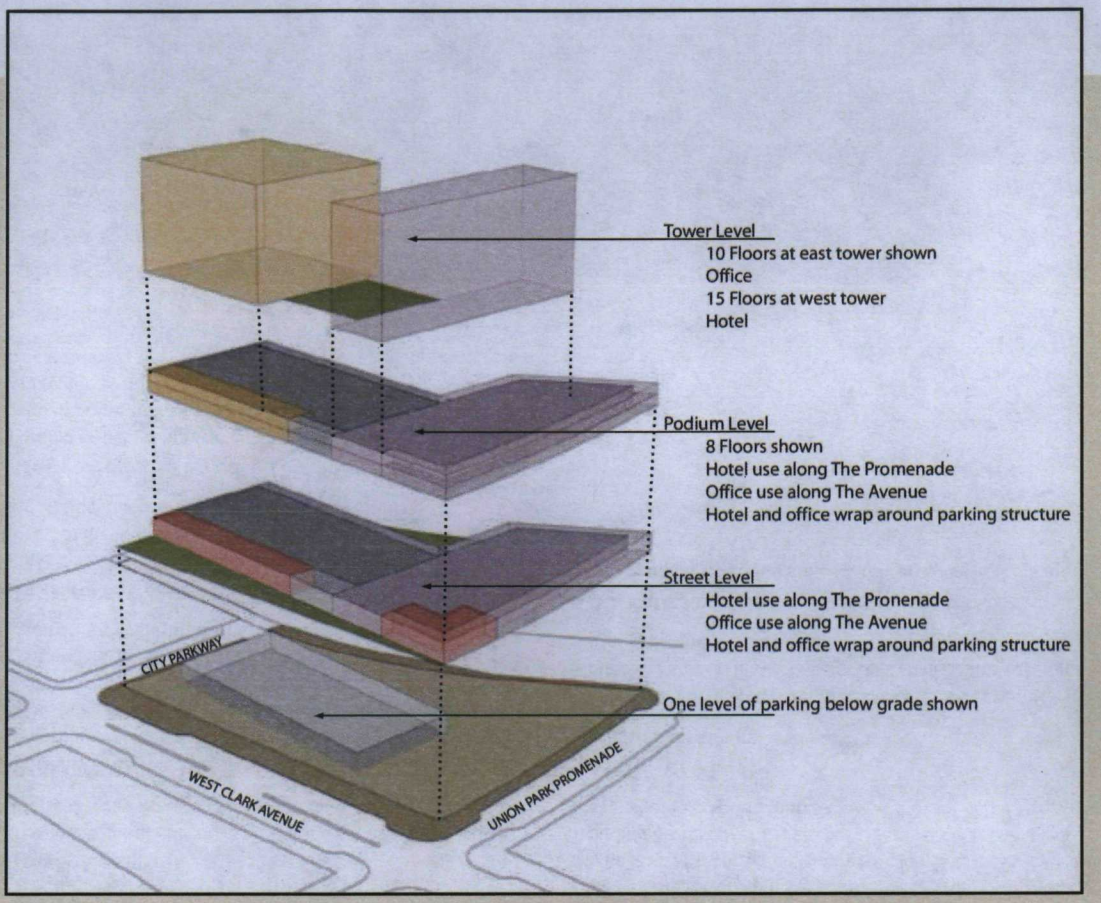
J.10 Tower Height
There are no maximum heights for Tower T1 or T2.





PARCEL J

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

K - Southeast Corner Block

OBJECTIVE:

- *This parcel is at the SE corner of West Clark Avenue and City Parkway, and plays a role in terminating the axes of both of these streets. It is primarily an office parcel. Passing immediately in front of this parcel is the access to the pedestrian bridge across Bonneville Street to the Clark County Government Center.*

Program Shown

Office	175,940SF
Parking	1080 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

K.1 Pedestrian Circulation
The major pedestrian movement is along the extension of City Parkway, which will be an open plaza element through the parcel, continuing on to a possible pedestrian bridge to the Clark County Government Center. Other pedestrian activity shall be focused at the northwest corner of the site.

K.2 Active Frontages
No active frontages are required on this site. Any active uses on this parcel should be at the northwest corner of the site, relating to City Parkway.

K.3 Tower Location
An office tower should be located on the west side of the site. It should rise directly from the parking podium.

K.4 Build-To Lines and Setbacks
The majority of the length of the street wall along City Parkway should be built to the back of sidewalk to frame the views down City Parkway. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

K.5 Parking Access
Parking access will be from an extension of City Parkway, at the south end of the site or from the extension of West Clark Avenue. Parking will be in a podium east of the office building.

K.6 Concealed and Exposed Parking
The parking structure may be exposed to Bonneville Street, the railroad r.o.w. and a portion of the north edge of the site. Elsewhere, the parking structure shall be wrapped with office or other active uses.

K.7 Open Space and Amenities
A sidewalk-level landscaped plaza should be developed on the northwest corner of the site at sidewalk level. An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

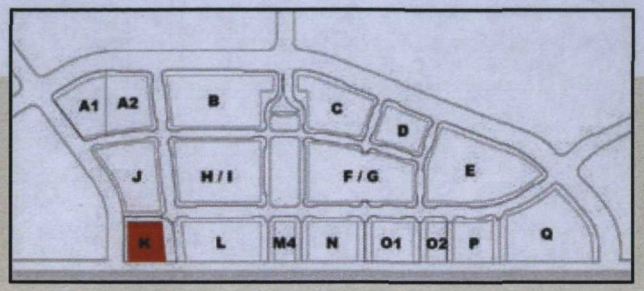
K.8 Base of Tower
The tower will have its base beginning at the ground level on City Parkway.

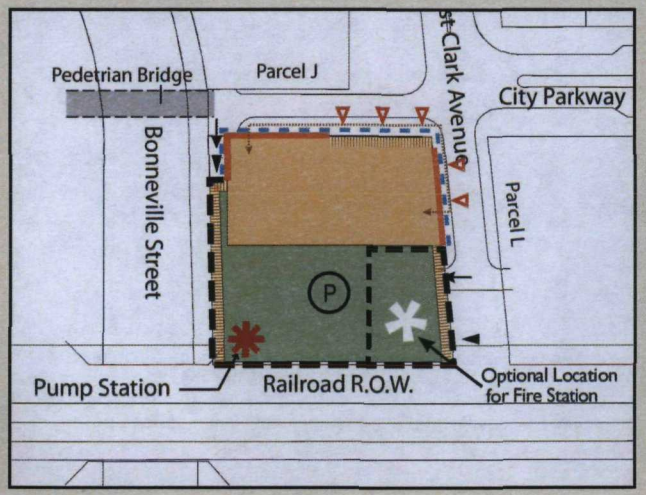
K.9 Axes and Views
A view of the tower from the south side of West Clark Avenue will be framed by other development along West Clark Avenue, including a setback of the street wall on Parcel J. The tower design should respond to this view at the end of the street.

K.10 Tower Height
There is no maximum height for T1.

K.11 Pumping Station and Service Access
A pumping station and service access shall be provided on the southeast corner of the parcel.

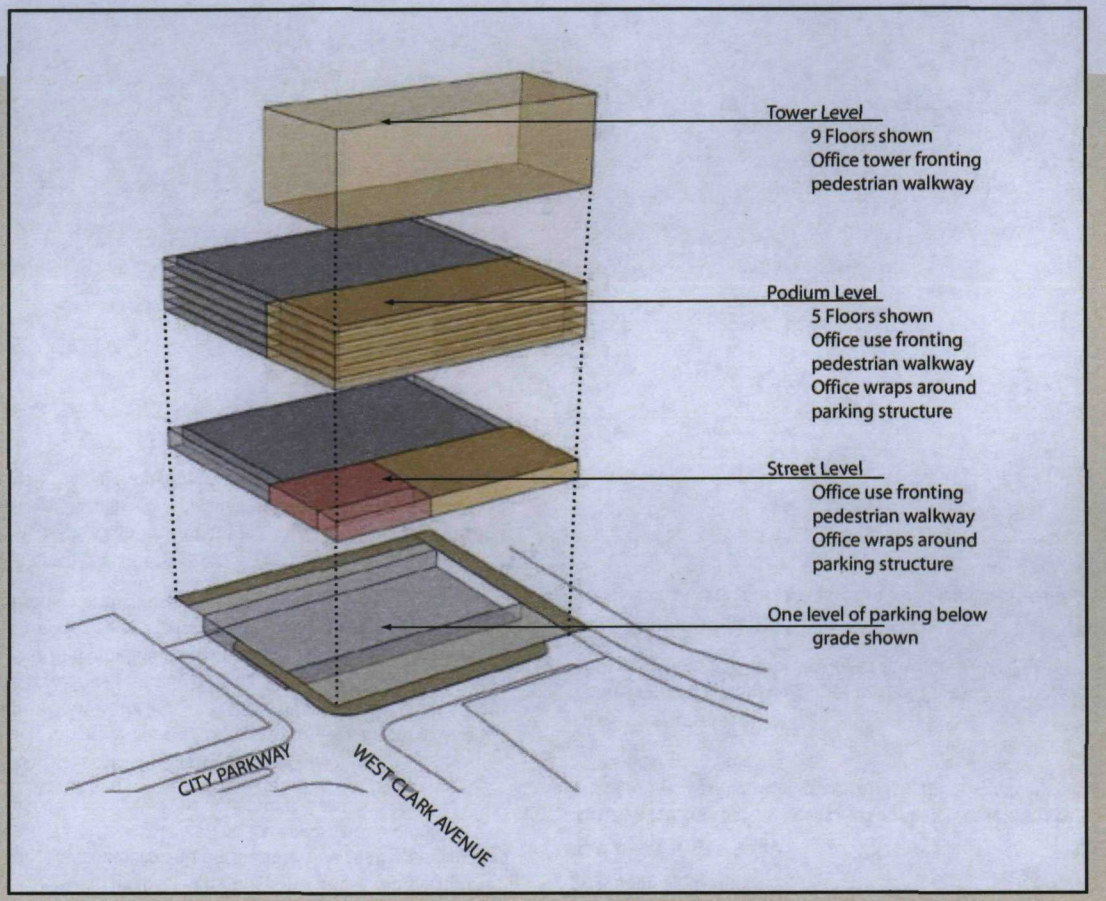
K.12 Railroad Edge
See civil engineering drawings for railroad edge treatment.





PARCEL K

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

L – South Site Civic Access

OBJECTIVE:

- *This is primarily a residential parcel facing City Parkway on the west, the railroad r.o.w. on the east, and the park transition over the rail tracks on the north (Parcel M). Retail and restaurant uses face onto City Parkway at sidewalk level.*

Program Shown

Residential	479 units
Retail	20,863 SF
Parking	1624 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

L.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No pedestrian walkways are required on the interior of the parcel.

L.2 Active Frontages
Active street frontages should be developed along City Parkway, potentially wrapping around the corner on West Clark and Discovery Avenues. Second level retail or restaurant space may be developed on the corners of the site.

L.3 Tower Locations
Two towers can be located on the north and south portions of the site. The southern and northern towers shall establish their bases at the sidewalk level. The towers are not required to be setback, but may be set back within the setback zone.

L.4 Build-To Lines and Setbacks
Setback zones are allowed facing Union Park Promenade and Wellness Way and Discovery Drive. The majority of the length of the street walls should be built to the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

L.5 Parking Access
Parking access can be brought in from West Clark Avenue and Discovery Avenue. Parking shall be in a podium under and between the office buildings.

L.6 Concealed and Exposed Parking
The parking structure may be exposed on a portion of railroad R.O.W. On the City Parkway frontage, parking shall be wrapped with active uses and residential units.

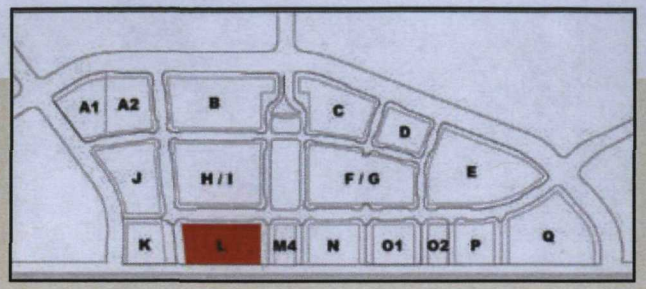
L.7 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

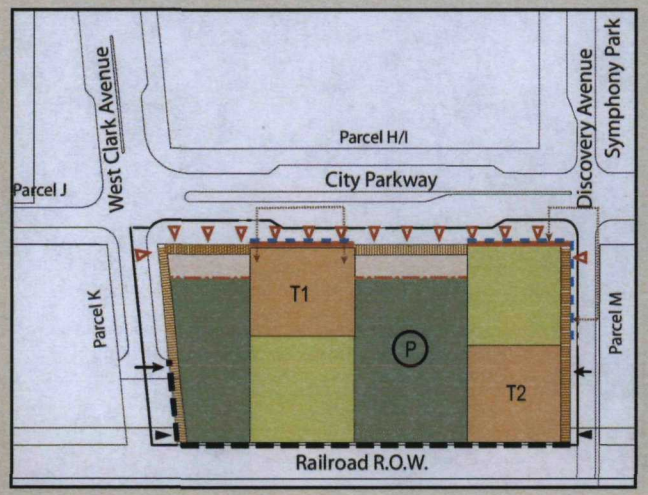
L.8 Base of Towers
The northern and southern towers will have their bases beginning at ground level.

L.9 Axes and Views
The two towers shall be positioned so that sites to the east have views to the west between them, and so that the towers have views past each other.

L.10 Tower Heights
There is no maximum height for towers T1 and T2. There is a 150' maximum height for the lower towers.

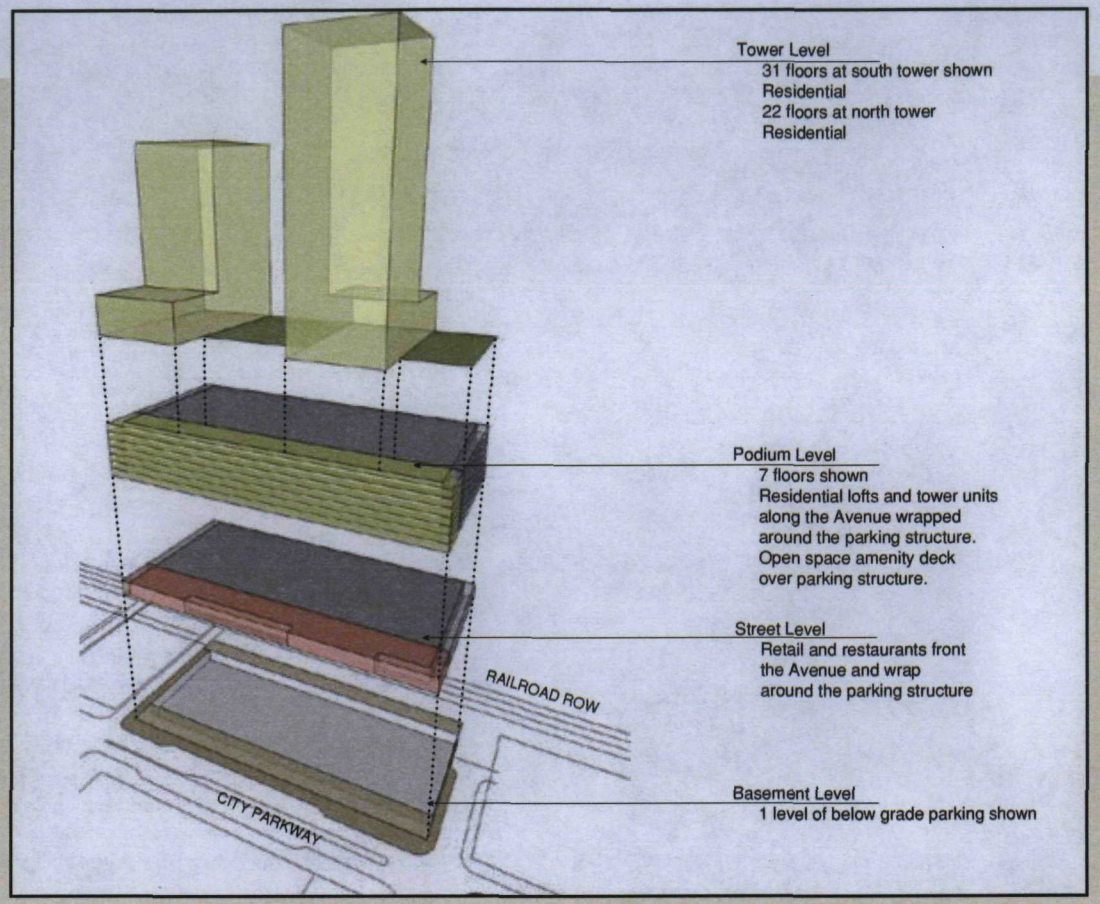
L.11 Railroad Edge
See civil engineering drawings for railroad edge treatment.





PARCEL L

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

M4 – Civic Access Block

OBJECTIVE:

- ***This parcel has no active uses at this time. It is a pedestrian open space, linear park and transitional space up to the railroad tracks between the Performing Arts Center and proposed City Hall. The park space is built over structured parking with entrances from City Parkway and Discovery Avenue. The parcel is one of four M parcels, which, taken together make up the entire Symphony Park Civic Axis open space through the middle of the site. This is a possible site for a modest public use consistent with the site size and civic nature.***

Program Shown

Parking 300 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

M.1 Pedestrian Circulation

The major pedestrian movements shall be along City Parkway, and up from City Avenue across the railroad r.o.w. to the proposed City Hall site. Pedestrian movement up to and across the tracks will be facilitated by steps, and potentially escalators or elevators as required by ADA regulations.

M.2 Parking Access

Parking access shall be from City Parkway along each side of the parcel, into the parking structure which will be under the linear park bridge connection on the west side of the railroad r.o.w.

M.3 Concealed and Exposed Parking

The parking structure shall only be exposed to the railroad r.o.w. On other frontages, the parking shall be wrapped with open space, stairs, walkways and landscape areas.

M.4 Open Space and Amenities

The parcel is the extension of the civic axis that connects Discovery Drive and Symphony Park through City Hall to the Federal Courts on Lewis Street.

M.5 Axes and Views

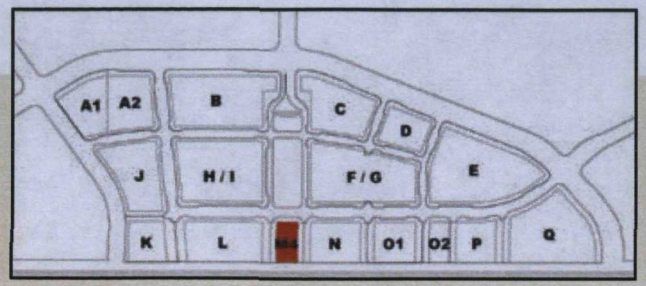
The view along the civic axis will be facilitated by a gradual step up in the open space levels so that views up and down along the crossing are unobstructed. An example is the view of the proposed City Hall across the tracks from Union Park.

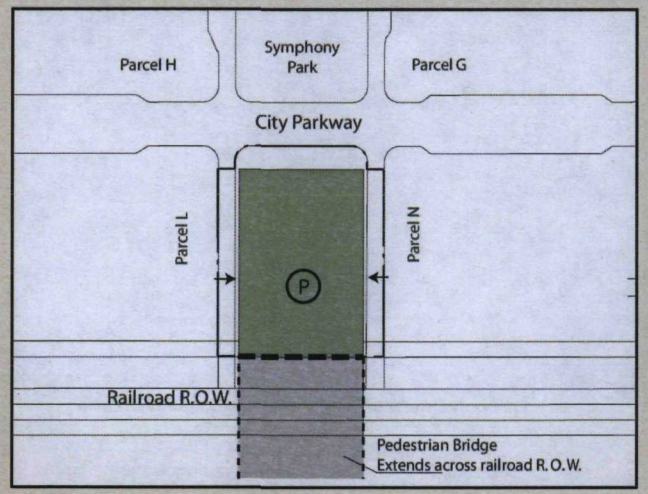
M.6 Standards for Future Uses

At such time as future uses may be contemplated for this site, setbacks, heights, aces and views, circulation and pedestrian circulation will be established for this site.

M.7 Railroad Edge

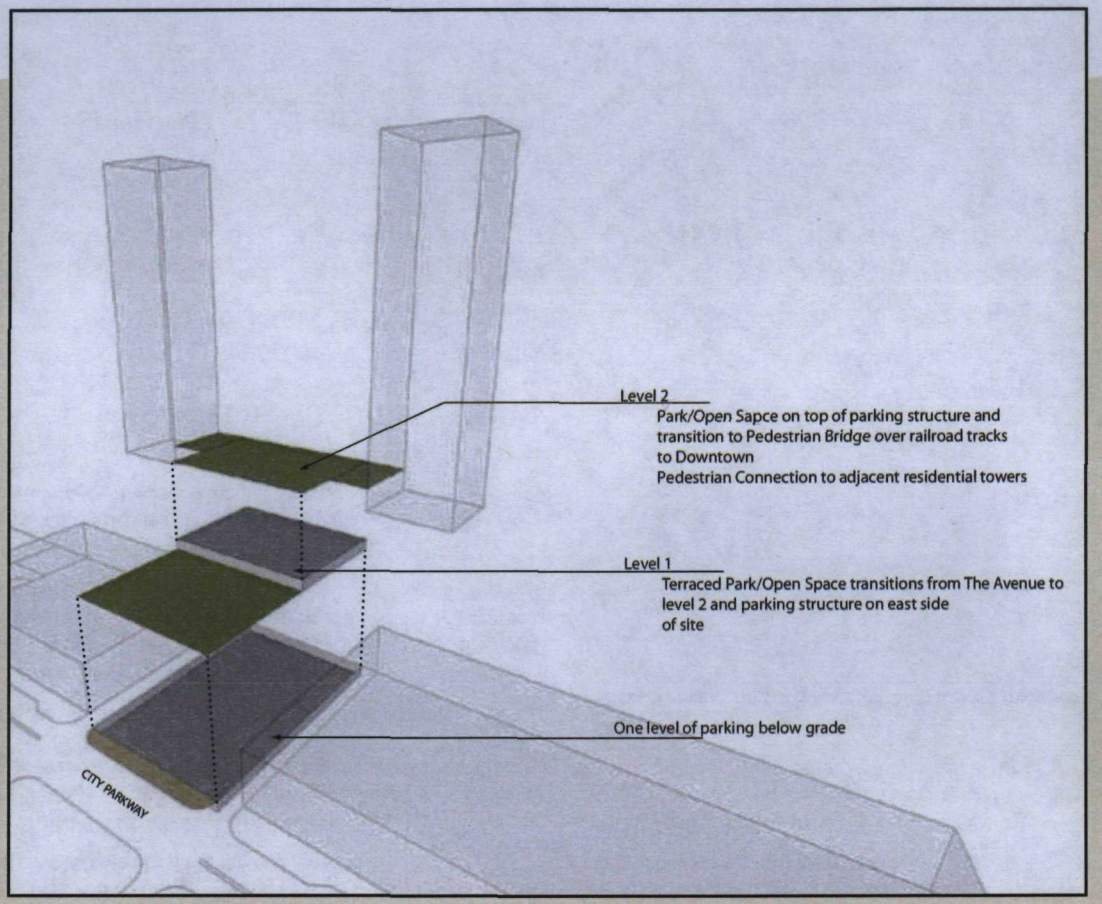
See civil engineering drawings for railroad edge treatment.





PARCEL M4

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

N - North Side Civic Access

OBJECTIVE:

- *A residential parcel similar to Parcel L, on the north side of the Parcel M adjacent to the tracks.*

Program Shown

Residential	578 units
Retail	12,482 SF
Parking	966 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

N.1 Pedestrian Circulation
The major pedestrian movements are along City Parkway and across Parcel M. No pedestrian walkways are required in Parcel N.

N.2 Active Frontages
An active street frontage shall be developed along City Parkway, wrapping around the corners into the parking access streets on either side of the parcel.

N.3 Tower Locations
Two towers can be located on the north and south sides of the site. The southern and northern towers are not required to set back, but shall establish their bases at the podium level.

N.4 Build-To Lines and Setbacks
Setback zones are allowed facing City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

N.5 Parking Access
Parking access will be from the parking access streets to the north and south of the parcel. Parking shall be in a podium adjacent to the railway tracks.

N.6 Concealed and Exposed Parking
The parking structure may be exposed to the railway tracks. On other frontages, the parking shall be wrapped with active uses and residential units.

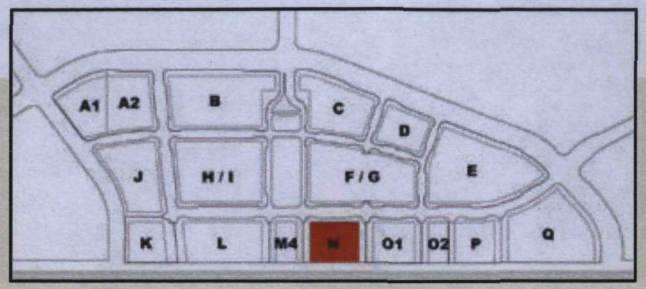
N.7 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

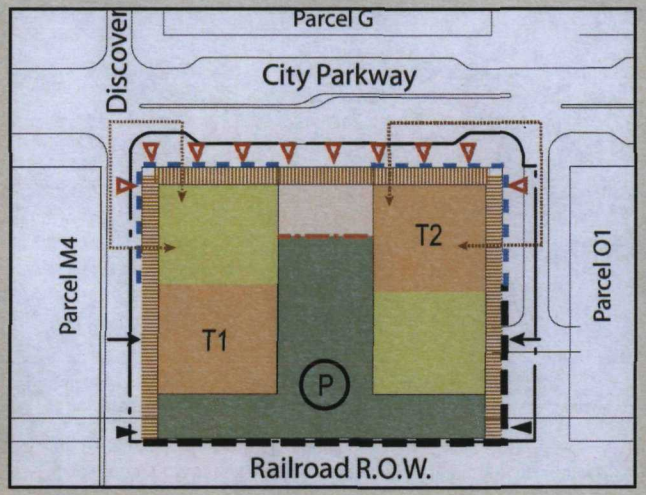
N.8 Base of Towers
The south tower shall have its base beginning at the podium on City Parkway and the parking access street frontages. The north tower shall have its base beginnings at street level.

N.9 Axes and Views
The two towers shall be positioned so that views are maintained across the site between them, and so that the towers have views past each other.

N.10 Tower Heights
There is no maximum height for towers T1 and T2. There is a 150' maximum height for the lower towers.

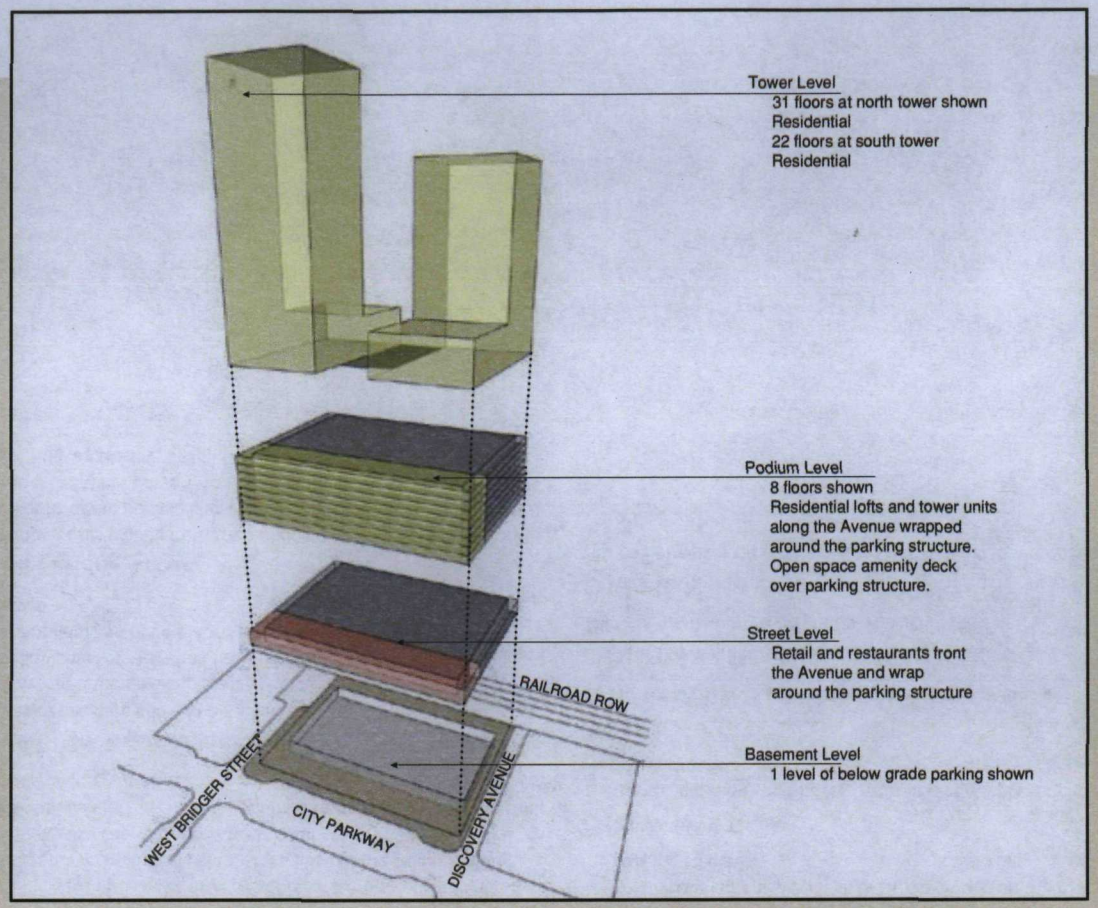
N.11 Railroad Edge
See civil engineering drawings for railroad edge treatment.





PARCEL N

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

O1 – Middle Avenue Block

OBJECTIVE:

- *A residential parcel on City Parkway, similar to Parcels L and N in terms of uses and relationship to City Parkway.*

Program Shown

Residential	406 units
Retail	26,882 SF
Parking	747 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

O1.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No public pedestrian walkways are required within the parcel.

O1.2 Active Frontages
Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets. A grocery store may be developed along City Parkway.

O1.3 Tower Locations
Two towers shall be located on the north and south sides of the site. The southern tower may be set back from the south side of the site; however it shall establish its base at the podium along City Parkway. The northern tower is not required to set back. It shall establish its base at the podium along City Parkway and the parking access street.

O1.4 Build-To Lines and Setbacks
Setback zones are allowed on all sides of the parcel, along City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

O1.5 Parking Access
Parking access will be from the parking access streets to the north and south of the parcel. These are the extensions of West Bridger Avenue and West Carson Avenue. Parking is in a podium adjacent to the railway tracks.

O1.6 Concealed and Exposed Parking
The parking structure may be exposed to the railway tracks. On other frontages the parking structure shall be wrapped with active uses and residential units.

O1.7 Concealing Parking Structure
The parking structure shall be wrapped on the City Parkway frontage with active uses at the street level and residential units above.

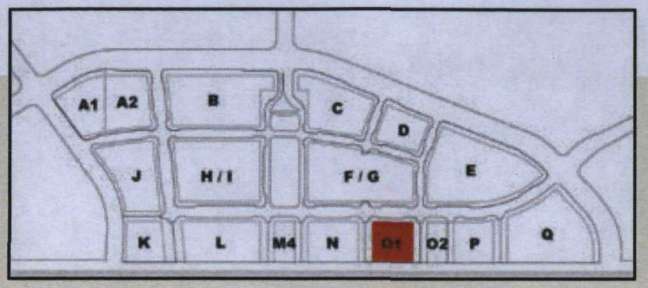
O1.8 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

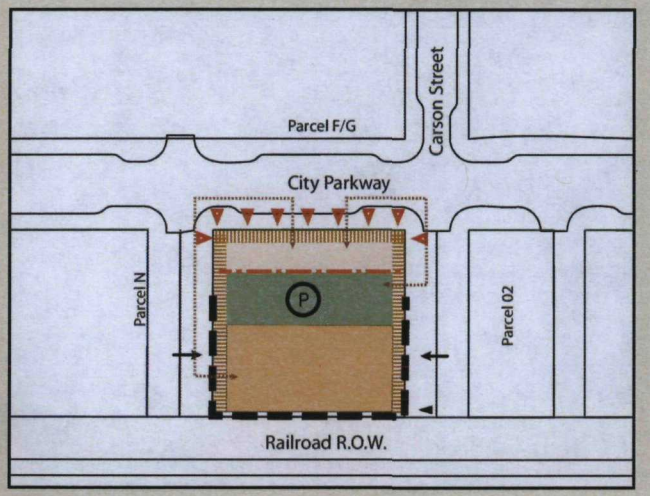
O1.9 Base of Towers
The tower will have their bases beginning at the podium level on City Parkway.

O1.10 Axes and Views
The tower shall be positioned on the east side of the site.

O1.11 Tower Height
There is no maximum height for Tower T1.

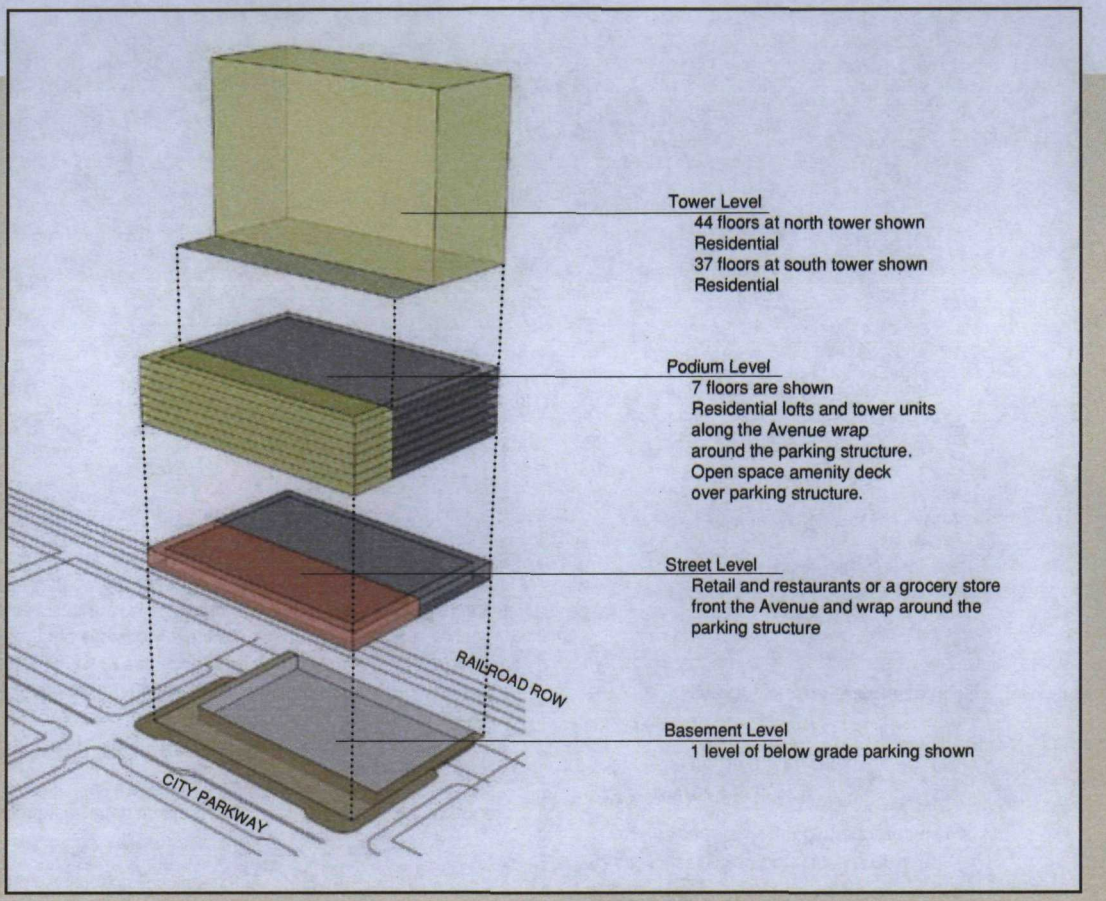
O1.12 Railroad Edge
See civil engineering drawings for railroad edge treatment.





PARCEL O1

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

O2 – South of Gateway Block

OBJECTIVE:

- *A residential parcel facing City Parkway.*

Program Shown

Residential	243 units
Retail	4,068 SF
Parking	472 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

O2.1 Pedestrian Circulation

The major pedestrian movement is along City Parkway. No pedestrian walkways internal to the parcel are required.

O2.2 Active Frontages

Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets.

O2.3 Tower Location

The tower is to be located on the front (street side) of the parcel. It will be architecturally expressed as a building that originates at the sidewalk level rather than at the podium.

O2.4 Lobby Location

The lobby location shall be at or near the southwest corner of the parcel.

O2.5 Build-To Lines and Setbacks

A setback zone is allowed along the parking access on the north side of the parcel. Build-to lines are important to maintain on the City Parkway and south side of the parcel. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

O2.6 Parking Access

Parking access will be from the parking access streets to the south of the parcel. Parking is in a podium under the building and adjacent to the railway tracks.

O2.7 Concealed and Exposed Parking

The parking structure shall only be exposed to the railway tracks and the rear portion of the parking accesses. The parking structure shall be wrapped with active uses along the City Parkway frontage. The retail on City Parkway may be two or more stories in height.

O2.8 Open Space and Amenities

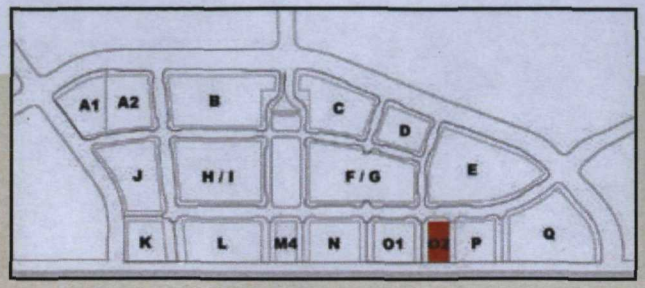
No open space is required interior to this parcel.

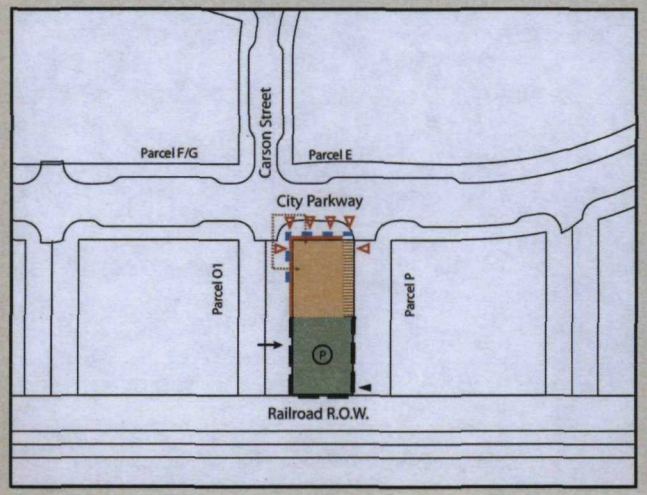
O2.9 Tower Height

There is no maximum height for Tower T1.

O2.10 Railroad Edge

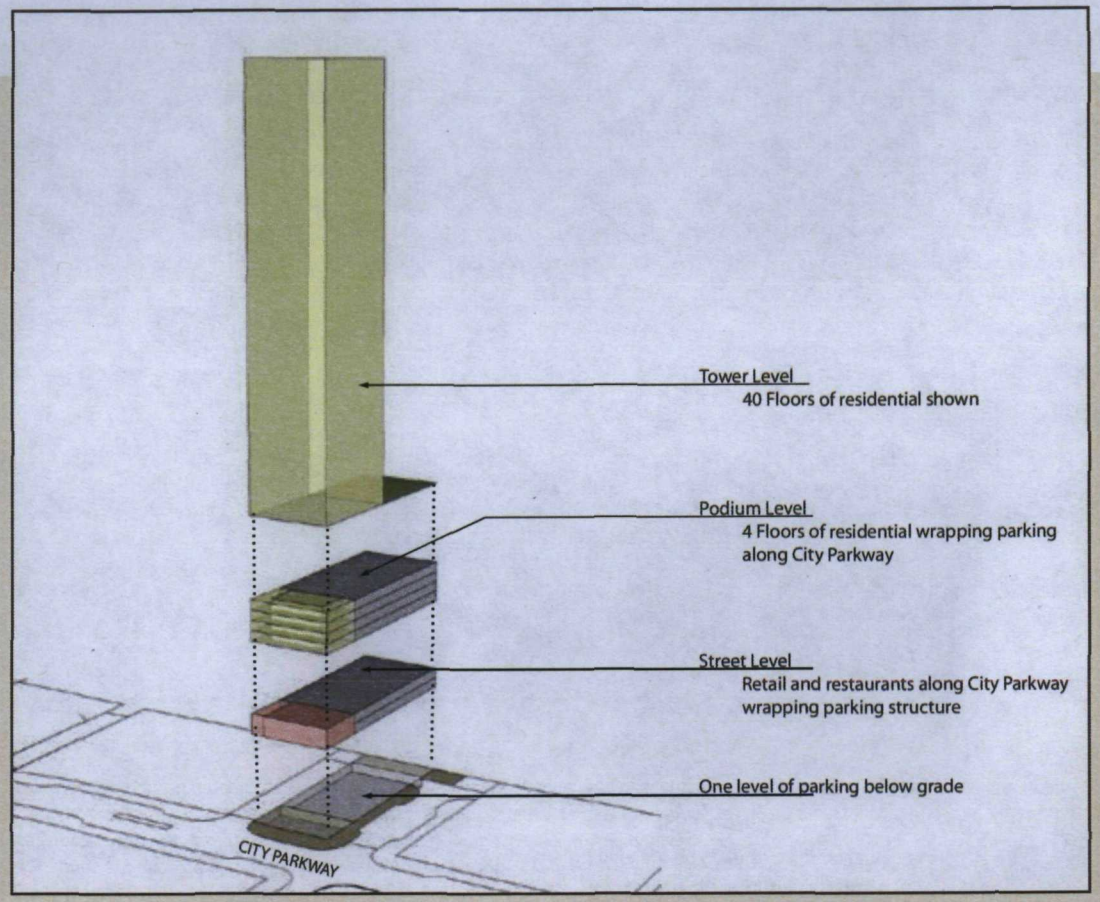
See civil engineering drawings for railroad edge treatment.





PARCEL O2

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

P – Gateway Block-South

OBJECTIVE:

- *An entertainment/commercial and parking parcel facing City Parkway.*

Program Shown

Retail	15,996
Parking	986 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

P.1 Pedestrian Circulation

The major pedestrian movement is along City Parkway. No pedestrian walkways internal to the parcel are required.

P.2 Active Frontages

Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets.

P.3 Tower Location

No tower is required on this parcel.

P.4 Build-To Lines and Setbacks

Setback zones are allowed along City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

P.5 Parking Access

Parking access will be from the parking access streets to the north and south of the parcel. Parking is in a podium adjacent to the railway tracks.

P.6 Concealed and Exposed Parking

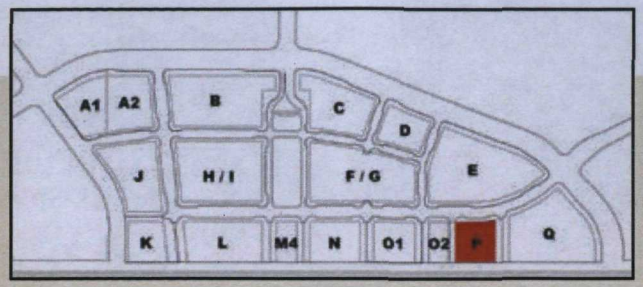
The parking structure shall only be exposed to the railway tracks. The parking structure shall be wrapped with active uses along the City Parkway frontage. The retail may be two or more stories in height.

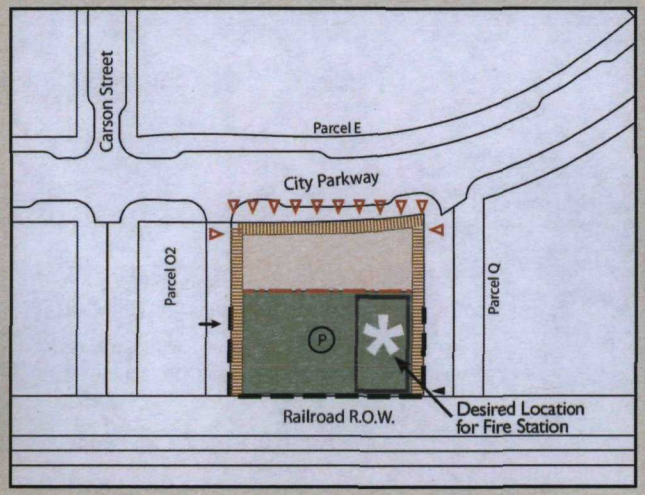
P.7 Open Space and Amenities

There are no open space requirements.

P.8 Railroad Edge

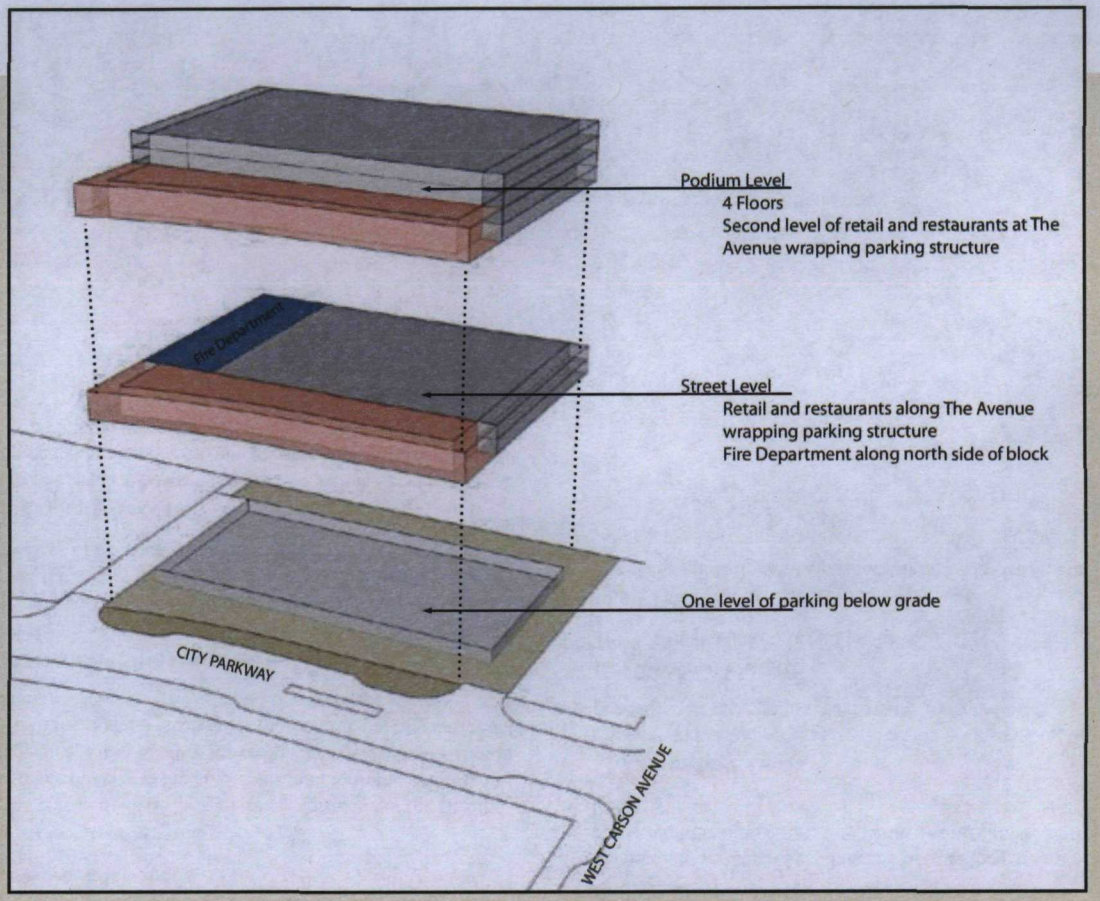
See civil engineering drawings for railroad edge treatment.





PARCEL P

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

Q – Gateway Block-North

OBJECTIVE:

- *This is a key Gateway parcel greeting arrivals from City Parkway. Along with Parcel E, this parcel will feature an iconic tower forming part of a gateway off City Parkway. A major element of this site is the large hotel tower envisioned for the west side of the site. Another major feature is the auto court that enters the site from City Parkway and provides the drop off and turnaround needed for the hotel and casino.*

Program Shown

Hotel	1000 rooms
Parking	1170 spaces

NOTE:
The number of units, square footage and parking spaces planned for each block are generalizations.

The actual numbers shall be approved by City Council on a case-by-case basis.

Q.1 Pedestrian Circulation

The major pedestrian movement is along City Parkway. A pedestrian bridge through the parcel will bridge across the railway line to connect the site to Fremont Street and the entertainment district on the other side of the tracks. The pedestrian connection to Fremont Street at the pedestrian bridge level shall be very direct and open to the public through the site, not internalized to a hotel or casino.

Q.2 Active Frontages

Active street frontages should be developed along City Parkway and the pedestrian bridge.

Q.3 Tower Location

The hotel tower will be located at the north end of the site. It shall relate directly to the auto court, and form the gateway to the site together with the office tower on Parcel E. Tower T1 should rise from the podium level rather than off the parking and retail podium.

Q.4 Build-To Lines and Setbacks

Setback zones are allowed on all sides of the parcel. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of he sidewalk.

Q.5 Parking Access

Parking access will be from the parking access street to the south of the parcel and can also come in through the auto drive. Parking is in a podium to the north of the site, to the west of the hotel tower.

Q.6 Concealed and Exposed Parking

The parking structure shall only be exposed to the railway tracks. The parking structure elsewhere on the parcel shall be wrapped with hotel lobby, function areas and active uses.

Q.7 Open Space and Amenities

The auto court with its central median can be developed as an open space amenity. An elevated pedestrian bridge shall connect the auto court via a pedestrian bridge to development on the other side of the railway tracks.

Q.8 Base of Tower

The hotel tower should establish its base at the parking podium off the auto court, City Parkway and Grand Central Parkway.

Q.9 Axes and Views

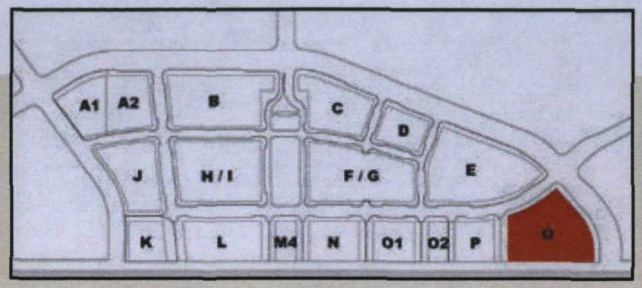
Physical and visual access should be maintained along the pedestrian bridge spanning across the railway tracks.

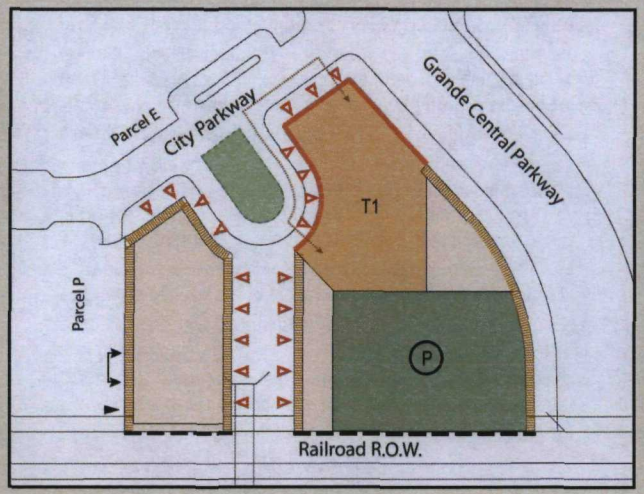
Q.10 Tower Height

There is no maximum height for Tower T1.

Q.11 Railroad Edge

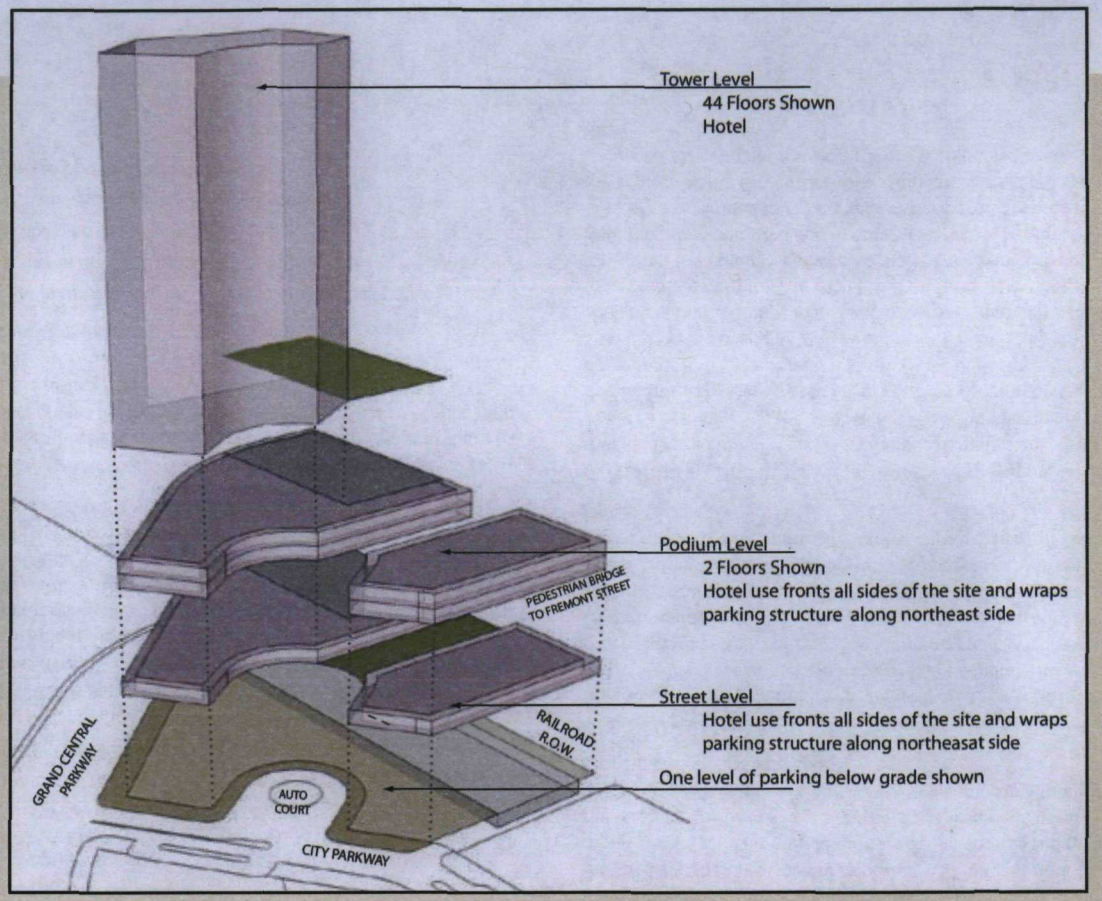
See civil engineering drawings for railroad edge treatment.





PARCEL Q

- ACTIVE RETAIL FRONTAGE
- CORNER FOCUS
- BUILD-TO LINE
- ALLOWABLE SETBACK
- BUILDING LIMIT ABOVE
- PREFERRED TOWER LOCATION
- LOWER TOWER UP TO 150' ABOVE THE GROUND
- GROUND LEVEL OPEN SPACE
- ROOF DECK OPEN SPACE
- ALLOWABLE PARKING STRUCTURE EXPOSURE
- ALLOWABLE PARKING OR SERVICE ACCESS
- SERVICE ACCESS
- BUILDING LOBBY ENTRANCE
- TOWER VISUALLY EXPRESSED TO THE GROUND



NOTE: These plan and perspective views illustrate a typical program. The actual program may differ in some respects. All proposed building envelopes are subject to review and approval by the Design Review Committee.

DESIGN REVIEW

To ensure that each project in Union Park complies with the Design Standards, each project in Union Park will be reviewed with respect to its urban design, architectural and landscape design qualities, as measured by the Design Standards. A related goal is that each developer be directed toward the most beneficial planning and design approaches so that projects can proceed without undue delays.

The objectives of the Design Review process are:

- To provide an equitable, orderly application of the Design Standards for all projects.
- To implement the goals and requirements of the Master Plan.
- To insure compliance with the Design Standards and the Master Plan, especially in regard to:
- Establishment of a high quality urban planned community
- Provision of the overall density, mix of uses, heights and building types as contemplated by the Master Plan and Design Standards.
- To protect the City's capital investment in infrastructure.
- To enhance the value of all property in Union Park by maintaining a high level of architectural design.
- To provide timely, fair and firm design direction for each project, and to resolve differences in design approach between the developer, Newland Communities and the City of Las Vegas.

Design Review Committee

To review and evaluate each proposal and protect these values, the Union Park Design Review Committee (UP-DRC) is hereby created. The UP-DRC shall consist of five members, with two members to be appointed by Newland Communities, and one representative each from the Office of Business Development, the Planning and Development Department, and the Public Works Department. The UP-DRC may retain consultants as necessary to review plans for conformance to the design guidelines. The UP-DRC shall have the authority to adopt rules and regulations concerning its administrative procedures.

The design review process shall consist of the procedures listed below:

1. Block Plan Review. The applicant will provide the UP-DRC with a submittal including conceptual plans of the first phases and subsequent block buildout for the block in question. Application for the review shall be made to the Office of Business Development, serving as support staff to the UP-DRC, and shall include the following information:

- Site plan, including the location of all buildings;
- Parking and access;
- Pedestrian access and open space;
- Conceptual elevations;
- Computer-generated 3-D massing model (to enable the project to be seen from all sides and in context to the overall Union Park development);
- Building program;
- LEED Checklist (preliminary).

The UP-DRC shall have 30 working days from the date of submittal to make a recommendation on the submitted plans. The UP-DRC may make a recommendation of approval, approval with conditions, or denial. Upon making a recommendation, the UP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval.

2. Design Development Review. Upon approval of the initial block plan, the applicant shall prepare design development drawings for review by the UP-DRC. Application for the review shall be made to the Office of Business Development, serving as support staff to the UP-DRC, and shall include the following information:

- Site plan, showing all driveways and access points;
- Grading plan;
- Floor plans;
- Elevations, showing key façade details;
- Landscape and streetscape plans;
- Materials, finishes and colors;
- Site signage;
- Refined computer-generated 3-D massing model;
- Solar shading diagram;
- LEED Checklist (with explanation).

The UP-DRC shall have 30 working days from the date of submittal to make a recommendation regarding the submitted application. Utilizing a development standards checklist, the UP-DRC may make a recommendation of approval, approval with conditions, or denial. Upon making a recommendation, the UP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval.

3. Site Development Plan Review. Upon approval of the Design Development Review application, the applicant shall submit a Site Development Plan Review application and any other required applications to the Planning and Development Department for review by the City of Las Vegas in accordance with the requirements of Title 19.18 of the Las Vegas Municipal Code. Applications will not be accepted unless accompanied by a letter with a recommendation for approval from the UP-DRC.

4. Building Permit Review. After receiving approval of the Site Development Plan Review application and any other required applications, the application shall submit construction documents for review by the UP-DRC. The construction documents shall be submitted to the Office of Business Development, serving as staff support for the UP-DRC, and shall be submitted prior to or concurrently with an application for a building permit. The UP-DRC shall have 30 working days from the date of submittal to make a recommendation regarding the submitted documents. The review by the UP-DRC shall be limited to the conditions of approval placed upon the project by the City of Las Vegas; any amendment to the approved plans shall be in accordance with the requirements

listed in Title 19.18 of the Las Vegas Municipal Code. Upon making a recommendation, the UP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval. Building permits shall not be issued until the applicant provides a letter of recommendation for approval from the UP-DRC.

Review of Construction

The UP-DRC may review construction documents to ensure that approved developments are constructed in accordance with approved plans and drawings. Consultants may be retained by the UP-DRC to assist with construction document review.

Approval of Subsequent Phases

All building developments within any Block shall be developed as established in the Block Plans and related documents, except as changes may be mutually agreed upon in writing by the Design Review Committee. Newland Communities may submit different plans for Building Developments within such Block so long as such plans are in compliance with the Master Plan and other relevant terms and conditions.

Waivers to the Design Standards

Waivers to the Union Park Design Standards contained herein may be granted by City Council upon a recommendation from the UP-DRC, with clear and convincing evidence for demonstrated economic hardship or to further the City's redevelopment efforts.

Amendments to the Design Standards

The UP-DRC may recommend amendments to these development standards, as warranted to address deficiencies or changes in development patterns. Changes to these standards shall be processed in the form of a Text Amendment, in accordance with the requirements of Title 19.18 of the Las Vegas Municipal Code.

PERMITTED USES—PARKWAY CENTER DEVELOPMENT STANDARDS

PERMITTED LAND USES:

Commercial Office, Class A, including without limitation:

- Professional and General
- High-Technology
- Service
- Research and Development
- Major or Minor Medical

Flexible Office/Work Space, Class B, including without limitation:

- Internet and high-technology incubators
- Computer server farms
- Internet backbone facilities
- Light assembly and fabrication

Government/Public Office, including without limitation:

- United States
- State of Nevada
- Regional Bodies and related
- Clark County
- City of Las Vegas
- United States Post Office

Commercial/Retail, including without limitation:

- General Retail
- Restaurant/Delicatessen/Coffee Shop/Bakery
- Health Club
- Bank/Credit Union/Savings and Loan/Trust
- Children's Day Care (fewer than 12 children)
- Convenience Retail
- Offices with frequent public access requirements
- Trade Center/Wholesale and Retail Showrooms
- Exhibition Space
- Transportation Services, including without limitation: Transportation Center, helipad, heliport, monorail, gasoline facilities
- Parking Facilities, including multi-level parking structures
- Entertainment/Retail
- Tavern, Supperclub, restaurant service bars, and beer/wine uses subject to special use permit
- Convention/Conferencing Facilities/ Temporary Exhibitions
- Non-Profit/Institutional, including:
- Museums,Performing arts centers, Musical Theaters

Residential

- High Density Residential, market rate, including without limitation:
- Townhouses, flats, lofts, live-work units
- Mid-Rise Housing
- Courtyard/streetwall apartments or condominiums
- Loft-style apartments or condominiums
- High-Rise Housing apartments or condominiums

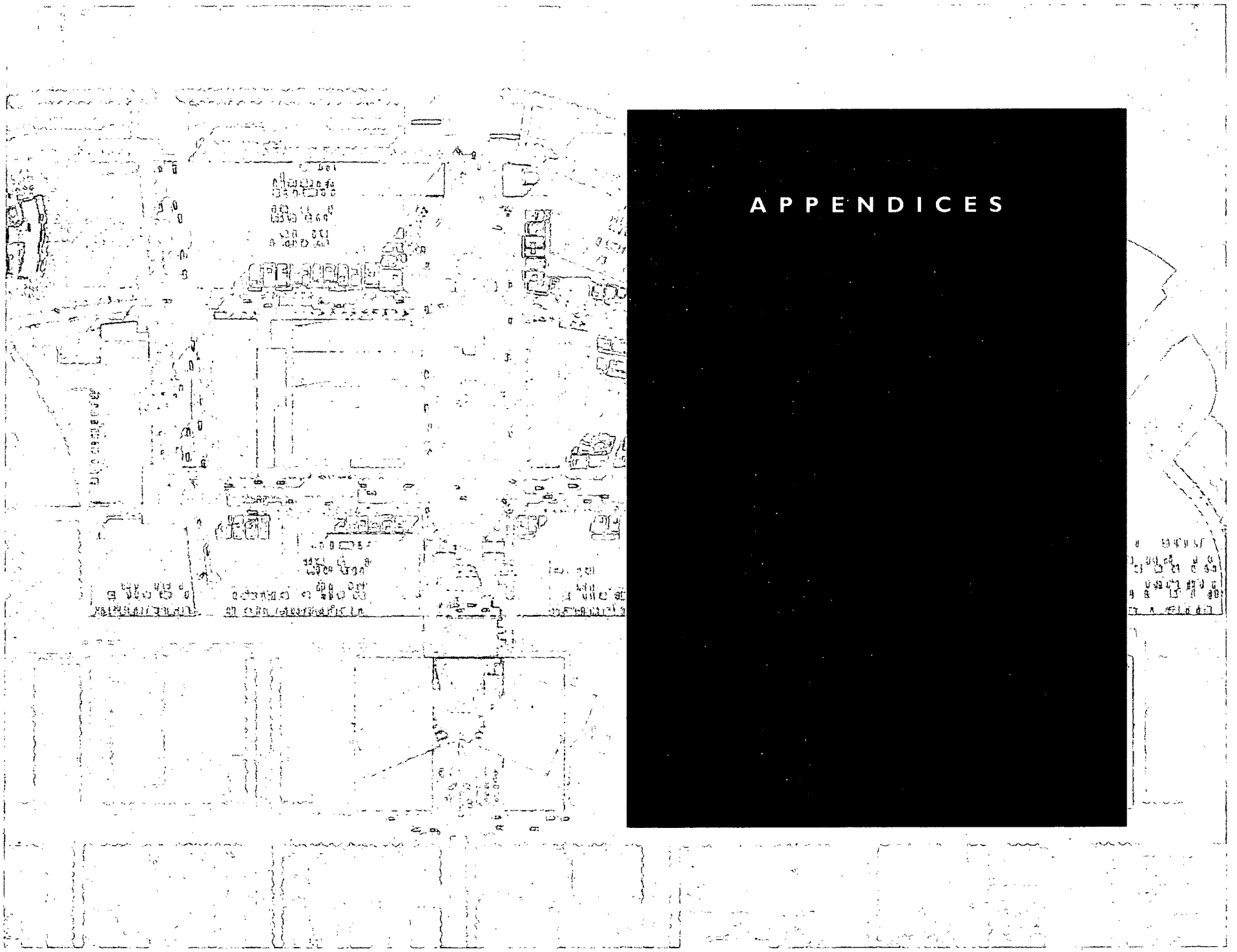
Hotels

- Non-Gaming Hotels
- Casino/Hotels, and non-restricted Gaming but only within the Gaming Enterprise Overlay District, as amended
- Existing Interim Billboard Signs, to be removed or incorporated with adjacent development

Private Sidewalks: See "Outdoor Dining Standards—Private Sidewalk Areas" on page 134.

PROHIBITED LAND USES:

- Trailer Parks and RV Camps
- Transient Sales Lots
- Rental Storage Businesses, with outdoor storage
- Contractors Plant, Shop and Storage Yard
- Construction materials and Supply Yard
- Auto Repair Garage
- Asphalt and Concrete Batch Plants
- Environmentally Hazardous Materials
- Salvage or Reclamation Yards
- Landfill
- Outside storage
- Trucking Company
- Heavy Manufacturing
- Towing and Impound Yards
- Cold Storage Plants
- Wholesale Distribution Centers
- Sexually Oriented Businesses
- Any other use that would otherwise be permitted as-of-right in Manufacturing (M) or Commercial Manufacturing (CM) zoning districts



APPENDICES

Using this Appendix in Conjunction with the Schematic Streetscape Design Package

The following references are keyed to streetscape elements identified in Section 2 of this document and the Schematic Streetscape Design package. The cover of Schematic Streetscape Design package is illustrated to the right.

The Schematic Streetscape Design package states that the Block developer is responsible for the implementation of all streetscape design shown from back of curb to build-to line, except the Centennial streetlights which may be built by the City of Las Vegas during the public street construction.

The schematic streetscape design has been completed for all streetscapes within the sixty-one acre Union Park. Schematic design has been completed in order to accomplish the following objectives:

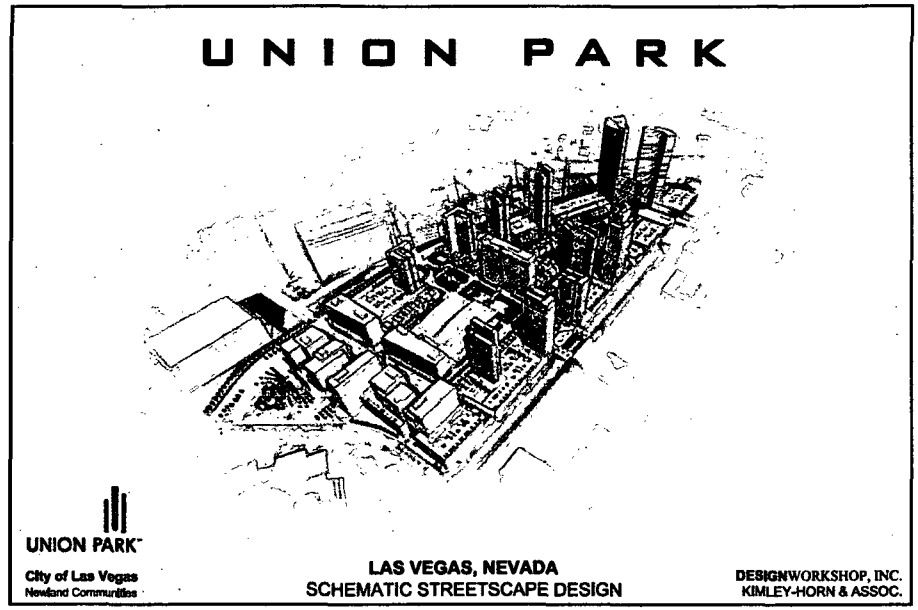
A. Uphold the overall vision established by Newland Communities and the City of Las Vegas to develop a sustainable urban community;

B. Establish a unified and continuous streetscape layout, regardless of project phasing by individual developers;

C. Establish a consistent level of quality throughout the development;

D. Establish a consistent application of streetscape components and furnishings.

Refer to the Schematic Streetscape Design Package for further information.



Schematic design includes a number of fixed streetscape design elements that are required by all developers. These items are outlined within this appendix and labeled as "FIXED DESIGN DECISIONS." This schematic design document also includes flexible opportunities for design input that is expected of all developers. These items are outlined within this appendix and labeled as "FLEXIBLE DESIGN OPPORTUNITIES."

Below are the keynotes from the Schematic Streetscape Design package.
This appendix follows the same organizational structure as these Keynotes.

SITE DETAIL KEYNOTES:

EX EXISTING CONDITIONS

		LOCATION
EX.1	Utility or Other Structure	N/A
EX.2	Traffic Signal	N/A
EX.3	Curb and Gutter	N/A
EX.4	Asphalt Paving	N/A
EX.5	Street Light	N/A
EX.6	Street Light - Phase 2 - Proposed Location	N/A

PV PAVEMENTS, CURBS AND RAMPS

PV.1	Cast In Place Concrete at Pedestrian Area	DESIGN STANDARDS PAGE 109
PV.2	Cast In Place Concrete at Private Vehicular Area	SEE CIVIL DOCUMENTS
PV.3	Concrete Unit Paver at Pedestrian Area	DESIGN STANDARDS PAGE 110
PV.4	Concrete Unit Paver at Private Vehicular Area	SEE CIVIL DOCUMENTS
PV.5	Stone Paver at Pedestrian Area	DESIGN STANDARDS PAGE 111
PV.6	Not Used	N/A
PV.7	Not Used	N/A
PV.8	Potential Arch.Treatment at Public Intersection	SUBJECT TO FUTURE CITY DECISION
PV.9	Not Used	N/A
PV.10	Not Used	N/A
PV.11	Spill Curb	SEE CIVIL DOCUMENTS
PV.12	Gutter Pan	SEE CIVIL DOCUMENTS
PV.13	Potential Driveway/Curb Cut	SEE CIVIL DOCUMENTS
PV.14	12" Concrete Access Strip	ILLUSTRATED IN DETAIL PL.1
PV.15	24" Concrete Buffer Strip	ILLUSTRATED IN DETAIL PL.1
PV.16	Accessible Ramp A	SEE CIVIL DOCUMENTS
PV.17	Accessible Ramp B	SEE RTC DOCUMENTS
PV.18	Special Asphalt Paving at Vehicular Area	SUBJECT TO FUTURE CITY DECISION
PV.19	Stone Mulch	DESIGN STANDARDS PAGE 114
PV.20	Tree Gate A	DESIGN STANDARDS PAGE 114
PV.21	Tree Gate B	DESIGN STANDARDS PAGE 115

JN JOINTING

JN.1	Sawn Control Joint	DESIGN STANDARDS PAGE 115
JN.2	Expansion Joint	DESIGN STANDARDS PAGE 116

SW SITE WALLS/ EMBANKMENTS

SW.1	Cast-In-Place Concrete Seat Wall	DESIGN STANDARDS PAGE 116

SF SITE FURNITURE

SF.1	Project Bench	DESIGN STANDARDS PAGE 117
SF.2	Not Used	N/A
SF.3	Not Used	N/A
SF.4	Movable Tables and Chairs	DESIGN STANDARDS PAGE 118
SF.5	Not Used	N/A
SF.6	Not Used	N/A
SF.7	Trash Receptacle	DESIGN STANDARDS PAGE 118
SF.8	Drinking Fountain	DESIGN STANDARDS PAGE 119
SF.9	Bicycle Rack	DESIGN STANDARDS PAGE 119
SF.10	Newspaper Box	DESIGN STANDARDS PAGE 119
SF.11	Planter Pot A	DESIGN STANDARDS PAGE 120
SF.12	Planter Pot B	DESIGN STANDARDS PAGE 120
SF.13	Bollard	DESIGN STANDARDS PAGE 121

SL SITE LIGHTING

SL.1	Promenade Light	REFER TO SHEET L3-03
SL.2	Up Light	DESIGN STANDARDS PAGE 121
SL.3	Pedestrian Light	REFER TO SHEET L3-04
SL.4	Down Light	DESIGN STANDARDS PAGE 122

PL PLANTING AND LANDSCAPE

PL.1	Street Tree in Landscape Panel	DESIGN STANDARDS PAGE 123
PL.2	Street Tree in Hardscape	DESIGN STANDARDS PAGE 124
PL.3	Street Tree in Tree Grate	DESIGN STANDARDS PAGE 125
PL.4	Palm in Landscape	DESIGN STANDARDS PAGE 126
PL.5	Palm in Tree Grate	DESIGN STANDARDS PAGE 127
PL.6	Groundcover Planting	SEE SHEET L2-01 AND L2-02
PL.7	Landscape Panel Planting	SEE SHEET L2-01
PL.8	Tree Trench	DESIGN STANDARDS PL.1 PAGE 123

BF BARRIERS AND FENCING

BF.1	Green Screen	DESIGN STANDARDS PAGE 128
BF.2	Landscape Panel Barrier A	DESIGN STANDARDS PAGE 128
BF.3	Landscape Panel Barrier B	DESIGN STANDARDS PAGE 129

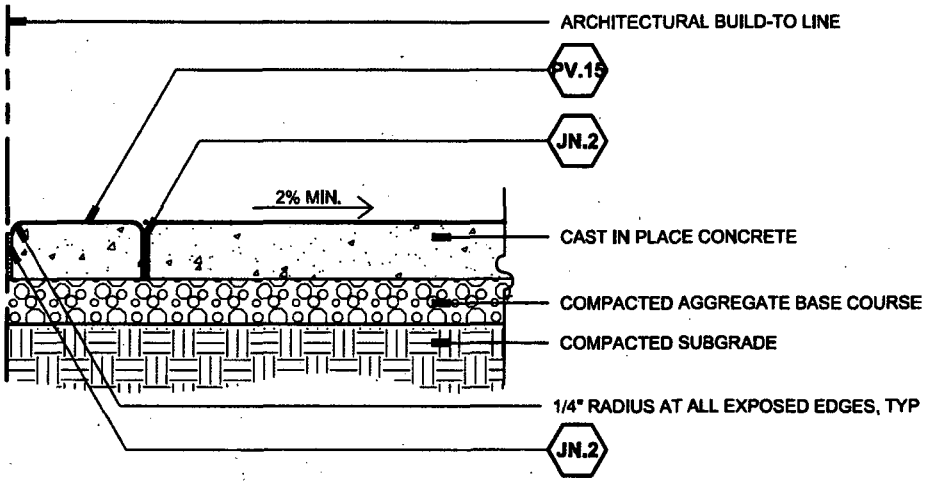
MS MISCELLANEOUS ELEMENTS

MS.1	Bus Stop - Seating Zone/Shelter	DESIGN STANDARDS PAGE 129
MS.2	Future BRT Station	N/A - WORK BY OTHERS
MS.3	Shade Structure	REFER TO AR.1 ON PAGE 130
MS.4	Possible Wind Turbine Zone	DESIGN STANDARDS PAGE 130
MS.5	Union Park Project Signage Zone	N/A - WORK BY OTHERS

AR OPPORTUNITIES FOR ART

AR.1	Art Opportunity at Shade Structure	DESIGN STANDARDS PAGE 130
AR.2	Art Opportunity at Bus Stop	DESIGN STANDARDS PAGE 130
AR.3	Art Opportunity in Pavement Design	DESIGN STANDARDS PAGE 131
AR.4	Art Opportunity with Sculptural Element	DESIGN STANDARDS PAGE 131
AR.5	Art Opportunity with Supplemental Seating	DESIGN STANDARDS PAGE 131

PV.1 Cast-in-Place Concrete at Pedestrian Area



INTENT

Maintain a consistent paving system across the 61 acre site that minimizes heat gain and artfully expresses the Las Vegas desert context.

Fixed Design Decisions

COLOR: 1% +/- Solomon 306 Canvas (test pour dependent)

FINISH: Expose sands and fine aggregates with a light concrete retarder applied to the concrete immediately after it is poured. This treatment will result in a slightly rough, sand-textured feel to the concrete (test pour dependent).

Flexible Design Opportunities

Slight variations in the sand/aggregate exposure, analogous to the natural patterns of the desert, recall water and wind erosion. Refer to AR.3 - Art Opportunity in Pavement Design for more information. All designs and layouts to be approved by Union Park Design Review Committee.

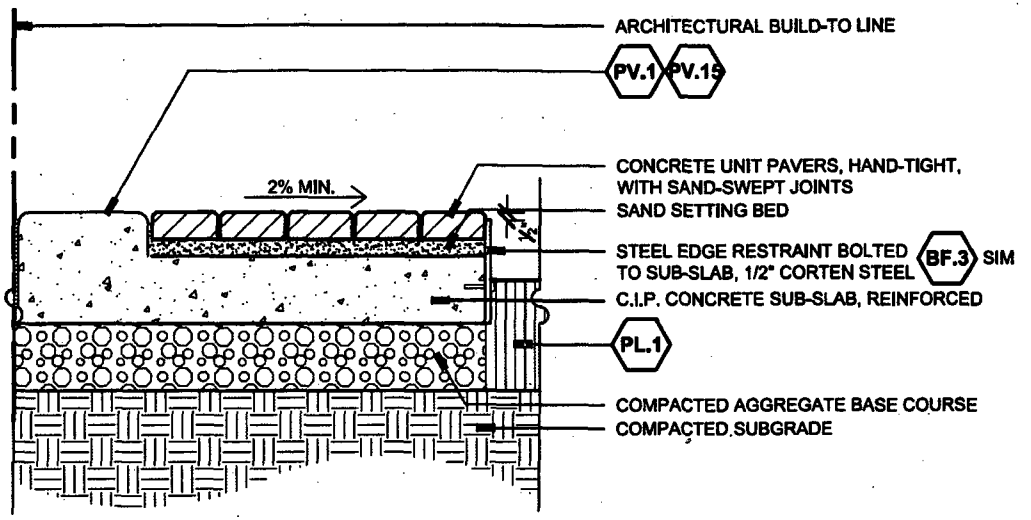
Minimum Concrete Performance Criteria:

STRENGTH @ 28 DAYS:	4500 PSI
WATER/CEMENT RATIO:	.45-.65
CEMENT:	5.2 sacs / CY
CEMENT TYPE:	V
FLY ASH:	20% x 1.2
AGGREGATE SIZE:	3/8-3/4
AIR CONTENT:	5-7%
SLUMP:	1-4" Maximum
AD MIXTURES:	Pozzolith 322N, Buckeye cellulose fiber

PV.2 Cast-in-Place Concrete at Private Vehicular Area

See Civil Documents

PV.3 Concrete Unit Paver at Pedestrian Area



INTENT

Maintain a consistent concrete unit paving system across the 61 acre site that provides a tactile quality, mitigates storm water runoff rates, reduces glare, minimizes heat gain and complements the concrete and stone paving.

Fixed Design Decisions

MANUFACTURER: Hanover Architectural Products
MODEL: Prest Concrete Paver—11 3/4" x 11 3/4" —2 1/2" Thick
FINISH: Tudor
COLOR: Cream, Limestone Grey, Brown, Antietam, or Matrix #1119

Flexible Design Opportunities

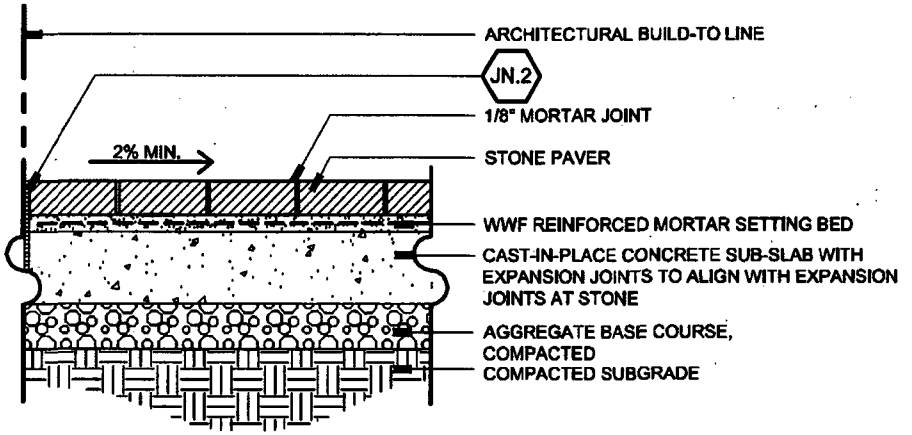
Choose from the colors listed above. Paver layout pattern to be determined by project design teams.

PV.4 Concrete Unit Paver at Private Vehicular Area

MODEL: Prest Concrete Paver—17 5/8" x 17 5/8"—4" Thick

All other properties are the same as PV.3—Concrete Unit Paver at Pedestrian Area

PV.5 Stone Paver at Pedestrian Area



INTENT

Maintain a consistent stone paving system along the Promenade that provides a tactile quality, mitigates storm water runoff rates, reduces glare, minimizes heat gain, complements the concrete and concrete unit pavers and artfully expresses the Las Vegas desert context.

Fixed Design Decisions

PRODUCT: 4" Square Paver, 1 1/2"-1 3/4" Thick

STONE: Quartzite Canyon Gold. Also known as Beijing Gold Quartzite.

COLOR: Sorted color range into three distinct colors, as defined in Newland's mock-up board.

FINISH: Natural Cleft

EDGES: Sawn, Top Edge Eased

SEALENT: None Allowed

LAYOUT: See Next Page

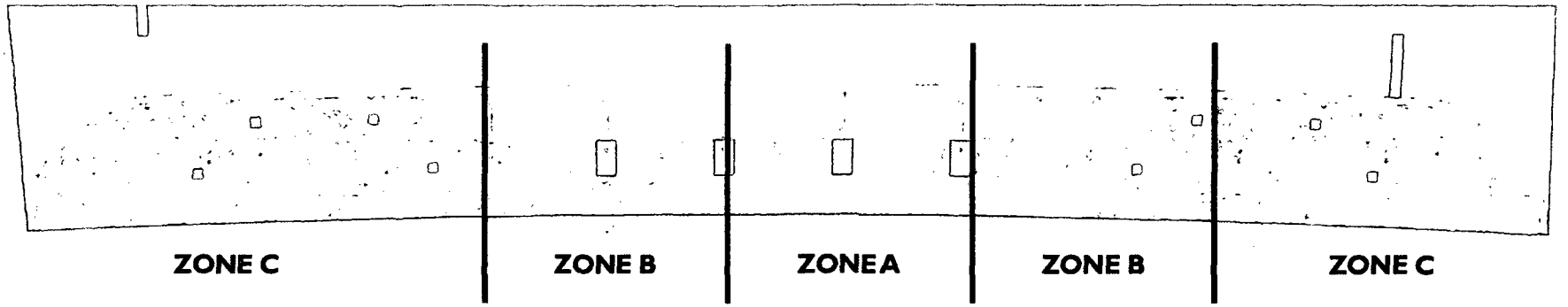
Flexible Design Opportunities

A consistent stone paving system along the entire length of the Promenade is critical to the success of this street. Comparable alternatives that meet performance criteria and color range are subject to approval by the Union Park Design Review Committee.

ASTM Stone Performance Criteria:

MINIMUM COMPRESSIVE STRENGTH:	8,000 psi
MAXIMUM ACCEPTABLE ABSORPTION:	1.00%
MINIMUM DENSITY:	160 lbs. lb/cu ft
MINIMUM FLEXURAL STRENGTH:	9,000 psi
COEFFICIENT OF FRICTION:	0.8 to 1.0
MINIMUM ABRASION RESISTANCE:	1.0

PV.5 Stone Paver at Pedestrian Area, Continued



012

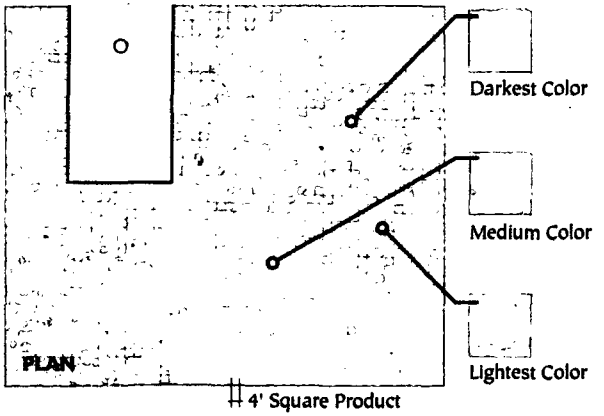
Promenade and Stone Paving Concept:

Materials, colors and patterns create a stylized desert expression. Erosion and repetition establish the primary influences. Gradual tonal transitions take place across the sidewalk floor, reflecting the subtleties and nuance of the desert. This plan shows how the stone paving pattern is applied to a generic block of the Promenade. Zones A, B and C are laid out across all blocks of the Promenade. Transitions between Zones A, B and C should be blended and soft. Refer to Newland's mock-up board for more detail.

Stone Sample:

ZONE A	90%	10%	
ZONE B	30%	50%	20%
ZONE C		20%	80%

Detail of Paving Pattern:



Las Vegas
Desert Character
Images

PV.6 Not Used

PV.7 Not Used

PV.8 Potential Architectural Treatment at Public Intersection

Subject to future City decision

PV.9 Not Used

PV.10 Not Used

PV.11 Spill Curb

See Civil Documents

PV.12 Gutter Pan

See Civil Documents

PV.13 Potential Driveway/Curb Cut

See Civil Documents

PV.14 12" Concrete Access Strip

Illustrated in detail PL.1 - Street Tree in Landscape Panel

PV.15 24" Concrete Buffer Strip

Illustrated in detail PL.1 - Street Tree in Landscape Panel

PV.16 Accessible Ramp A

See Civil Documents
For all pedestrian-accessible ramps internal to the project

PV.17 Accessible Ramp B

See RTC Documents
For pedestrian-accessible ramps adjacent to Grand Central Parkway only

PV.18 Special Asphalt Paving Vehicular Area

Subject to future City decision

PV.19 Stone Mulch

INTENT

Utilize local materials to reflect regional identity, prevent erosion and mitigate moisture loss.

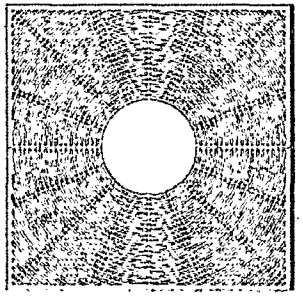
Fixed Design Decisions

PRODUCT 1: 3/8" Washed Rounded Gravel **COLOR:** Birds eye Brown
PRODUCT 2: Decomposed Granite, Stabilized

Flexible Design Opportunities

Placement of these two products to be determined by project design teams.

PV.20 Tree Gate A



INTENT

Maintain consistent contemporary tree grate across the 61 acre site with removable growth rings to allow for healthy trunk growth. Allow for uninterrupted ADA rated pedestrian traffic.

Fixed Design Decisions

MANUFACTURER: Fair Weather
MODEL: SP Series—4' square and 6' square
FINISH: Raw Carbon Steel (not painted)

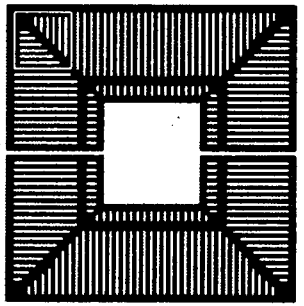
Flexible Design Opportunities

There are no flexible design opportunities with the tree grates.

Notes

All tree grates for deciduous trees to be 4' square. All tree grates for palms to be 6' square. Orient grate "joint" perpendicular to curb. All tree grates for palms on the Promenade to be custom 4' x 6' grates. Some palm tree grates in the Schematic Design drawing package are illustrated in error as 4' square. Please refer to the notes above for proper tree grate sizes.

PV.21 Tree Gate B



INTENT

Highlight and distinguish Symphony Park by using a unique tree grate adjacent to and opposite the park (on Discovery Street and City Parkway).

Fixed Design Decisions

MANUFACTURER: Ironsmith Design
MODEL: A.D.A.
SIZE: 4' square and 6' square
FINISH: Raw Carbon Steel (not painted)

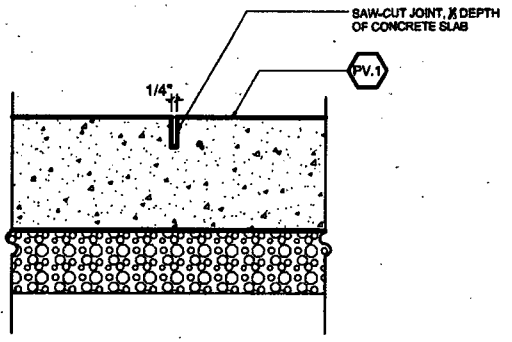
Flexible Design Opportunities

There are no flexible design opportunities with the tree grates.

Notes

Use this tree grate on all Discovery Avenue trees (deciduous and palm) associated with, adjacent to and opposite the central park. The street trees opposite the central park on City Parkway should also use this grate. Refer to the Schematic Design package. All tree grates for deciduous trees to be 4' square. All tree grates for palms to be 6' square. Orient grate "joint" perpendicular to curb. Some palm tree grates in the Schematic Design drawing package are illustrated in error as 4' square. Please refer to the notes above for proper tree grate sizes."

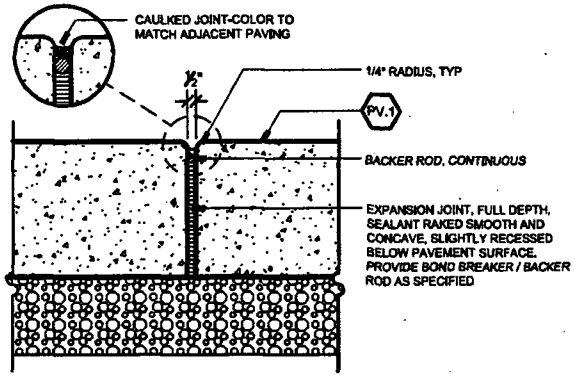
JN.1 Sawn Control Joint



INTENT

Maintain sharp, consistent control joints across the 61 acre site.

JN.2 Expansion Joint

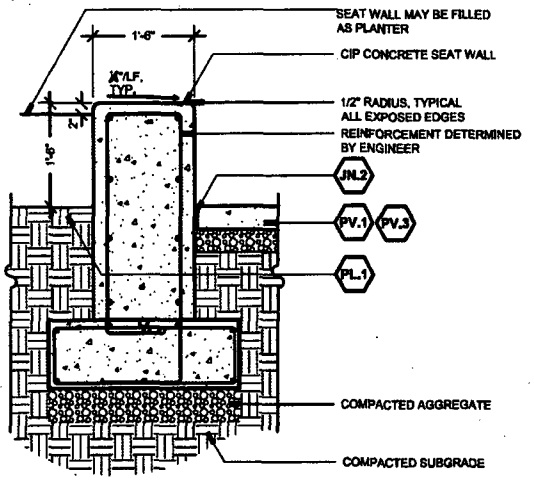


INTENT

Maintain consistent, effective and durable expansion joints across the 61 acre site.

Match caulked joint color to cast in place concrete paving.

SW.1 Cast-In-Place Concrete Seat Wall



INTENT

Maintain generally consistent proportions and detail for site walls across the 61 acre site while providing an opportunity for art.

Fixed Design Decisions

Size: 1'-6" Wide by 1'-6" Tall

Flexible Design Opportunities

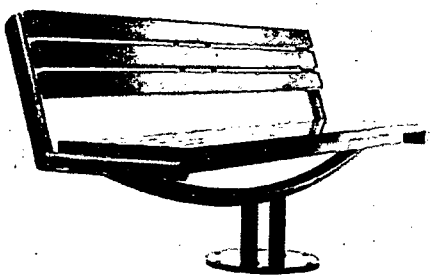
Wall finish and color to be to be determined by project design teams.
All designs and layouts to be approved by Union Park Design Review Committee.

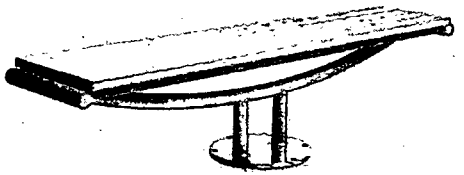
Notes

Align control/expansion joints of wall to control/expansion joints of paving.

Walls at Discovery Avenue entrance (Parcels B and C) to be integrated with raised planting beds.

SF.1 Project Bench





SF.2 Not Used

INTENT

Utilize a village standard across the 61 acre site to promote a district quality. Alternative seating options are outlined in AR.5—Art Opportunity with Supplemental Seating.

Fixed Design Decisions

MANUFACTURER: Landscape Forms

MODEL: Arcata-Backed and Arcata-Backless

COLORS: Polysite Seat-Driftwood

Steel-Galvanized if possible

Steel alternative-Powder Coat Silver

Flexible Design Opportunities

Layout of benches to be to be determined by project design teams.

Note

Provide footing per manufacturer's recommendations.

SF.3 Not Used

SF.4 Movable Tables and Chairs

INTENT

Foster diversity among movable tables and chairs that meet product objectives. Allow for movable furnishings to complement the adjacent tenant or land use.

Fixed Design Decisions

PRODUCT OBJECTIVES: Non-plastic furnishings that are cool to the touch.

Heavy products that will deter vandalism and theft.

Non-fixed furniture to allow for tenant and pedestrian movement.

Contemporary in appearance.

Flexible Design Opportunities

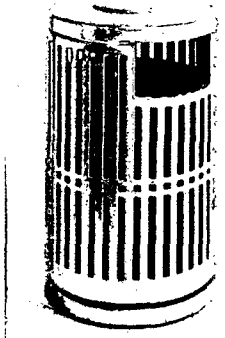
All product selection and layout to be to be determined by project design teams.

All designs and layouts to be approved by Union Park Design Review Committee.

SF.5 Not Used

SF.6 Not Used

SF.7 Trash Receptacle



INTENT

Utilize a village standard across the 61 acre site to promote a district quality.

Fixed Design Decisions

MANUFACTURER: Landscape Forms

MODEL: Chase Park

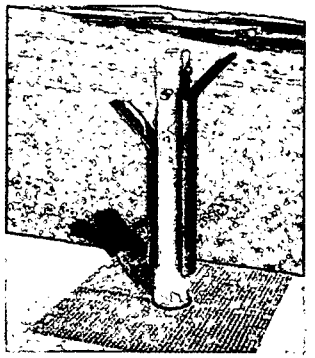
COLORS: Steel–Galvanized if possible

Steel alternative–Powdercoat Silver

Flexible Design Opportunities

Layout of trash receptacles to be to be determined by project design teams.

SF.8 Drinking Fountain



INTENT

Utilize a village standard across the 61 acre site to promote a district quality.

Fixed Design Decisions

MANUFACTURER: DAE
MODEL: Oscar Doll

Flexible Design Opportunities

Layout of drinking fountain to be to be determined by project design teams.

SF.9 Bicycle Rack

INTENT

Utilize a consistent, artful bike rack across the 61 acre site.

Fixed Design Decisions

MANUFACTURER: Landscape Forms
MODEL: Bola
COLOR: Galvanized if possible
Alternative–Stainless Steel

Flexible Design Opportunities

Layout of bike racks to be to be determined by project design teams.

SF.10 Newspaper Box

INTENT

Consolidate and corral newspaper boxes.

Note

Product to be determined by Union Park Community Association.

Use of news paper boxes is subject to implementation by the Union Park Community Association.

SF.11 Planter Pot A

INTENT

Utilize consistent, artful planter pots across the 61 acre site.

Fixed Design Decisions

MANUFACTURER: Kornegay Design
MODEL: Dune Series
COLOR: Natural Concrete

Flexible Design Opportunities

Layout and size of Dune Series planter pots to be to be determined by project design teams. 75% of project planter pots should be selected from the Dune Series.

Note

All planter pots must be drip irrigated and accommodate a drainage system that drains into an adjacent landscape panel. Organize planter pots in small groupings to accentuate garden qualities.

SF.12 Planter Pot B

INTENT

Utilize consistent, artful planter pots across the 61 acre site.

Fixed Design Decisions

MANUFACTURER: Charles Swanson
MODEL: Living Earth Series—"Ceres" and "Lura"
COLOR: All colors acceptable

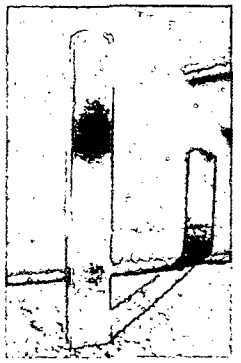
Flexible Design Opportunities

Layout and color of Living Earth Series planter pots to be to be determined by project design teams. 25% of project planter pots should be selected from the Living Earth Series.

Note

All planter pots must be drip irrigated and accommodate a drainage system that drains into an adjacent landscape panel. Utilize planter pots as sculptural elements, composed in groupings and patterns.

SF.13 Bollard



INTENT

Utilize sculptural bollards to distinguish pedestrian from vehicular zones.

Fixed Design Decisions

MANUFACTURER: Furnitubes
MODEL: Millennium
COLOR: Stainless Steel

Flexible Design Opportunities

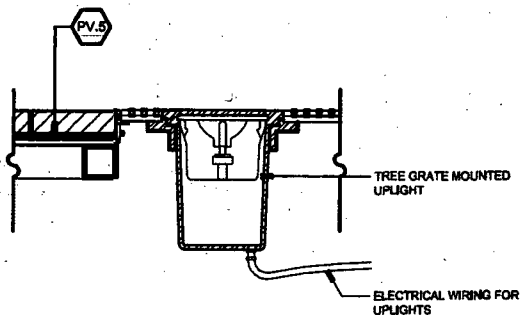
Layout of bollards to be to be determined by project design teams.

SL.1 Promenade Light

Note

Refer to sheet L3-04 of the Schematic Streetscape Design package.

SL.2 Uplight



INTENT

Maintain a consistent lighting product that illuminates the trees along the Promenade.

Fixed Design Decisions

MANUFACTURER: Kim Lighting
MODEL: LED Lightvault

Fixed Design Opportunities

There are no flexible design opportunities with the uplight.

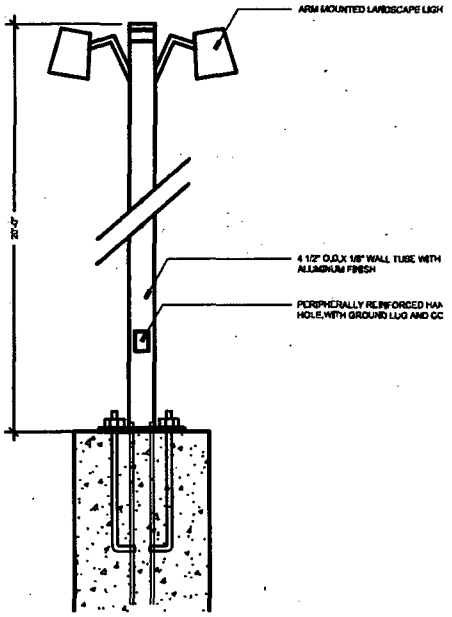
Note

Four up lights are placed 2'-6" from all deciduous street trees on the Promenade.

SL.3 Pedestrian Light

Note
Refer to sheet L3-03 of the Schematic Streetscape Design package

SL.4 Down Light



INTENT

Maintain a consistent lighting product that subtly illuminates the dramatic ground cover planting along Grand Central Parkway.

Fixed Design Decisions

MANUFACTURER: Kim Lighting
MODEL: Choose an arm mounted KIM landscape light. Consider LED luminaires.

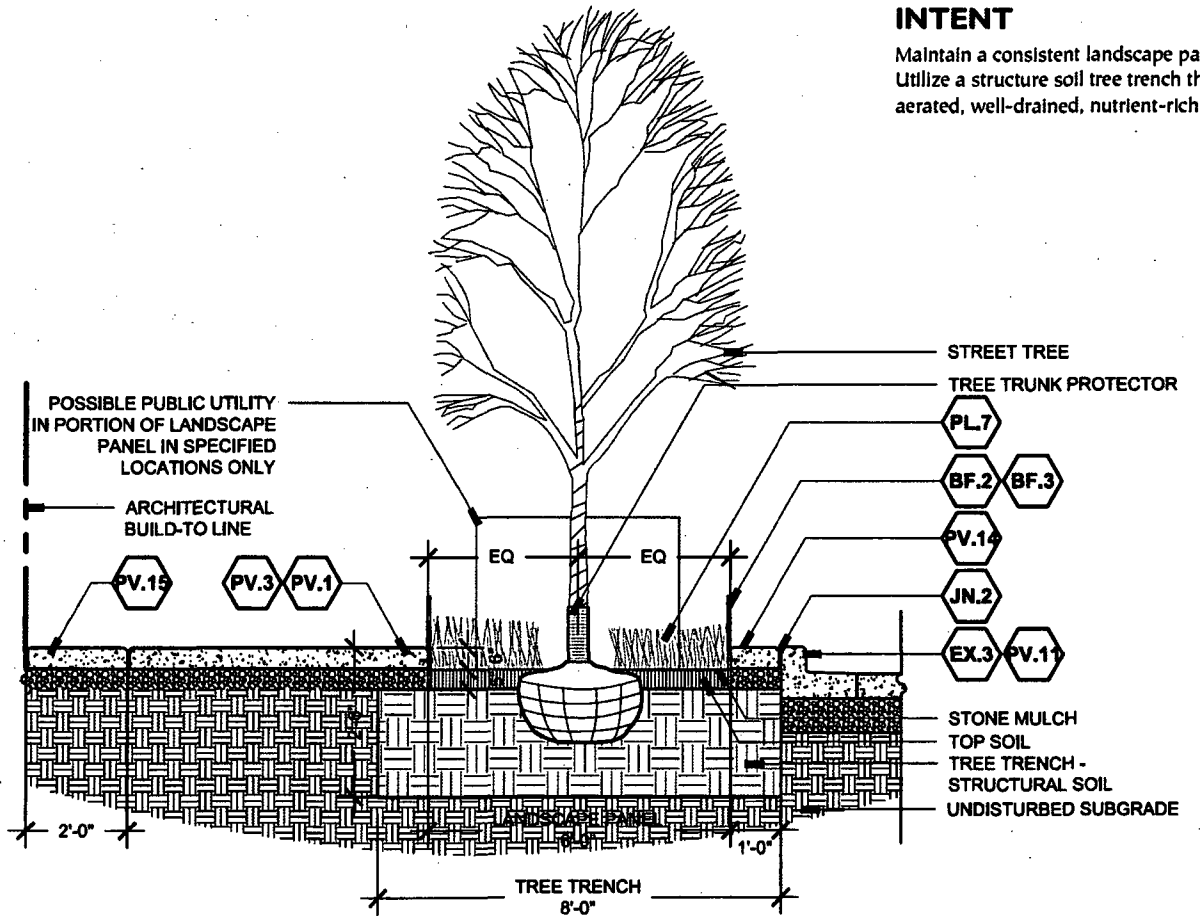
Flexible Design Opportunities

Refer to the Schematic Streetscape Design package for lighting layout.

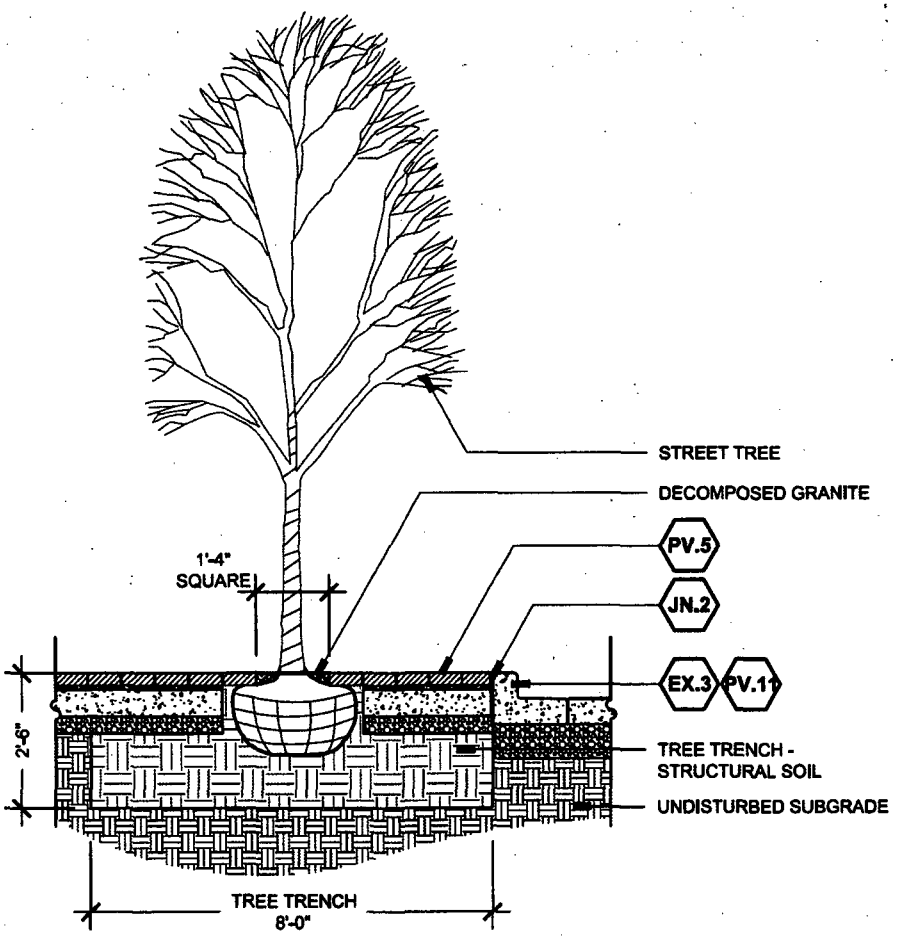
PL.1 Street Tree in Landscape Panel

INTENT

Maintain a consistent landscape panel/tree trench treatment across the 61 acre site. Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

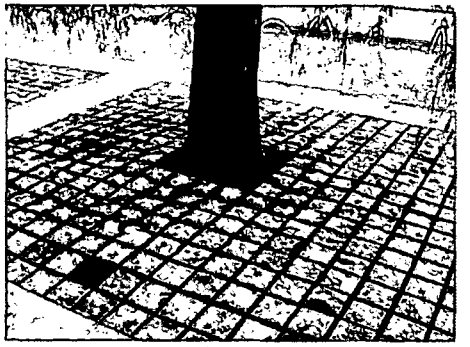


PL.2 Street Tree in Hardscape



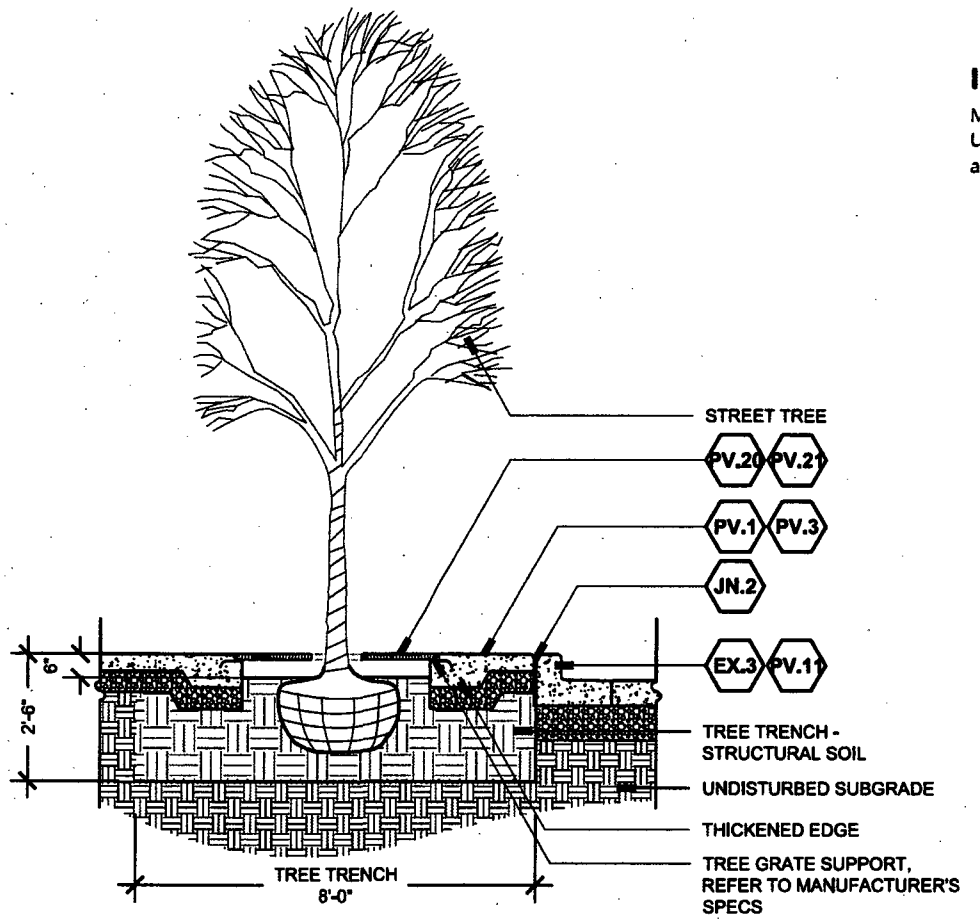
INTENT

Maintain a consistent hardscape/tree trench treatment along the entire Streetscape. Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.



Street tree in hardscape character image

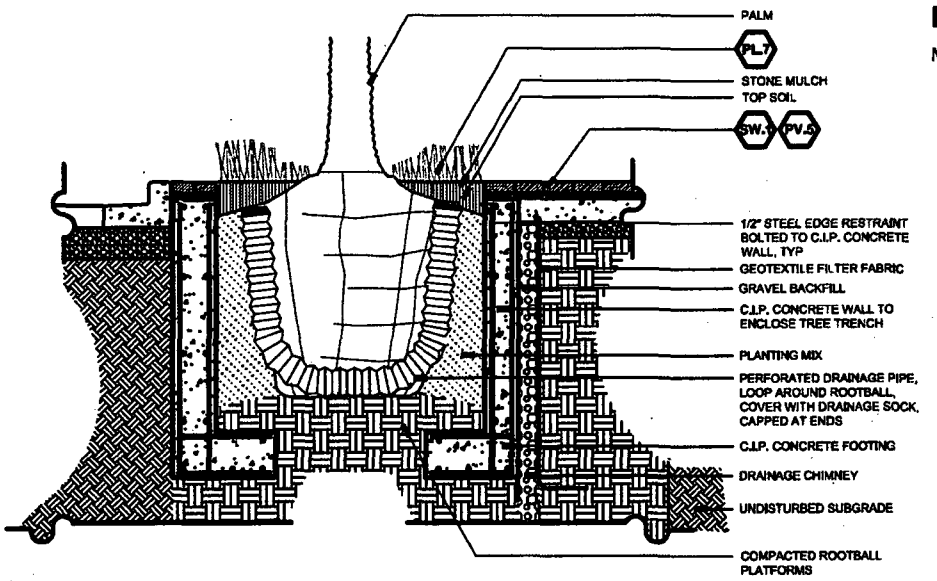
PL.3 Street Tree in Tree Grate



INTENT

Maintain a consistent tree grate/tree trench treatment across the 61 acre site. Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

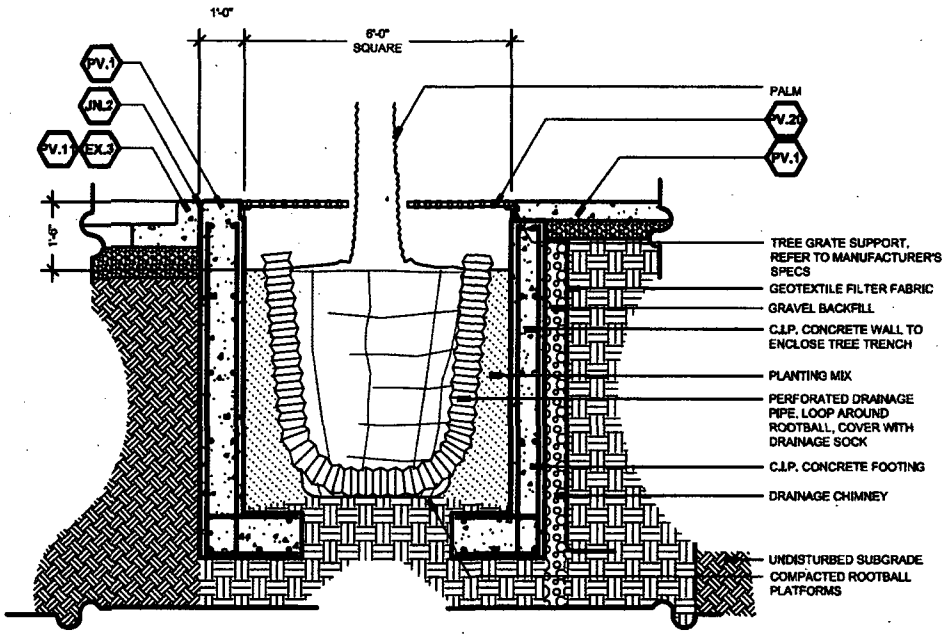
PL.4 Palm in Landscape



INTENT

Maintain a consistent planting treatment throughout the 61 acre site.

PL.5 Palm in Tree Grate



INTENT
Insure palms thrive throughout the 61 acre site. Maintain a walkable surface to the tree trunk.

Note
All palm tree grates on the Promenade are 4'.x 6' in size. Cantilever stone paving with steel elbows to achieve 4' dimension.

PL.6 Ground Cover Planting

Note
See Sheet L2-01 and L1-02 of the Schematic Streetscape Design package.

PL.7 Landscape Panel Planting

Note
See Sheet L2-01 of the Schematic Streetscape Design package.

PL.8 Tree Trench

Note
Illustrated in detail PL.1, PL.2, and PL.3.

BF.1 Green Screen

INTENT

Provide solar protection, wind mitigation, visual screening and garden qualities.

Fixed Design Decisions

MANUFACTURER: Green Screen

Flexible Design Opportunities

Layout of green screens to be determined by project design teams.

Note

Consider using this product line on the south and west sides of seating areas that receive even modest amounts of solar exposure. Refer to page 63 of this document for the conceptual Solar Exposure Analysis. These products should also be used as screening devised throughout the site.

BF.2 Landscape Panel Barrier A

INTENT

Provide visual separation between hardscape and landscape panel. Maintain a consistent, artful landscape panel barrier across most of the 61 acre site.

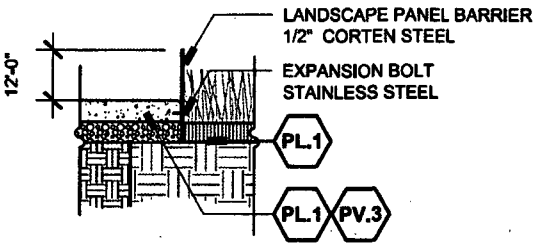
Fixed Design Decisions

MANUFACTURER: Landscape Forms
MODEL: Robert–Santa & Cole
COLOR: Galvanized, if possible
Alternative–Stainless Steel

Flexible Design Opportunities

There are no flexible design opportunities with this element.

BF.3 Landscape Panel Barrier B



INTENT

Provide visual separation between hardscape and landscape panel. Maintain a consistent, artful landscape panel barrier that highlight and distinguishes Symphony Park.

Fixed Design Decisions

PRODUCT: 1/2" corten steel, sealed with eased edges.

DIMENSION: 12" from finished grade

Flexible Design Opportunities

There are no flexible design opportunities with this element.

Notes

Use this barrier on all Discovery Avenue landscape panels associated with, adjacent to and opposite the central park. The landscape panels opposite the central park on City Parkway should also use this barrier. Refer to the Schematic Design package.

Allow stormwater to enter landscape panel through 1" x 3" scupper holes every 36" along steel barriers facing architecture.

MS.1 Bus Stop—Seating Zone/Shelter

INTENT

Provide a welcoming and comfortable seating zone or shelter at bus stop.

Fixed Design Decisions

Ensure selected shelter is simple and elegant and has a cover.
Consider perforated metal as a translucent yet durable sun/wind break in potential shelter.
Provide space for transit information in shelter.
Possible advertising subject to UPOA approval.
Provide lighting in shelter at five footcandles (preferably supplied by solar PV panels if sun exposure is adequate).
Provide a minimum of one six-foot bench.

Flexible Design Opportunities

Model selection and layout of seating zone/shelter to be determined by project design teams.

Notes

Refer to AR.2—Art Opportunity at Bus Stop

All designs, layouts and products to be approved by Union Park Design Review Committee.

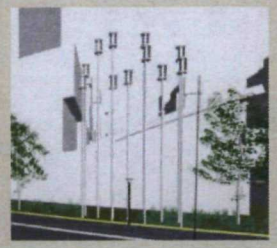
MS.2 Future BRT Station

Work by others

MS.3 Shade Structure

Refer to AR.1 - Art Opportunity at Shade Structure

MS.4 Possible Wind Turbine Zone



INTENT

Possible wind turbines zones are illustrated as potential power sources for streetscape irrigation and lighting. Wind turbines could also act as large vertical sculptural elements marking Union Park entrances and identifying this project as a green development.

MS.5 Union Park Project Signage Zone

INTENT

Provide electrical connection and room for this project signage zone.

AR.1 Art Opportunity at Shade Structure

INTENT

Provide an opportunity for creative expression along the Promenade.

All designs and layouts to be approved by Union Park Design Review Committee.

AR.2 Art Opportunity at Bus Stop Seating/Shelter

INTENT

Provide an opportunity for creative expression throughout the site.

All designs and layouts to be approved by Union Park Design Review Committee.

AR.3 Art Opportunity in Pavement Design

INTENT

Provide an opportunity for creative expression through the use of subtle variations in the pavement design. Consider subtle water and wind erosion patterns when exposing sand/aggregates in the concrete paving.

All designs and layouts to be approved by Union Park Design Review Committee.

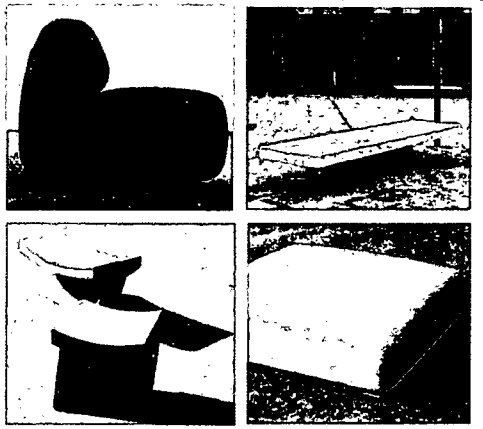
AR.4 Art Opportunity with Sculptural Element

INTENT

Provide an opportunity for creative expression throughout the site.

All designs and layouts to be approved by Union Park Design Review Committee.

AR.5 Art Opportunity with Supplemental Seating



INTENT

Provide artful follies throughout the site. Offer alternatives to the base project benches (SF.1).

Fixed Design Decisions

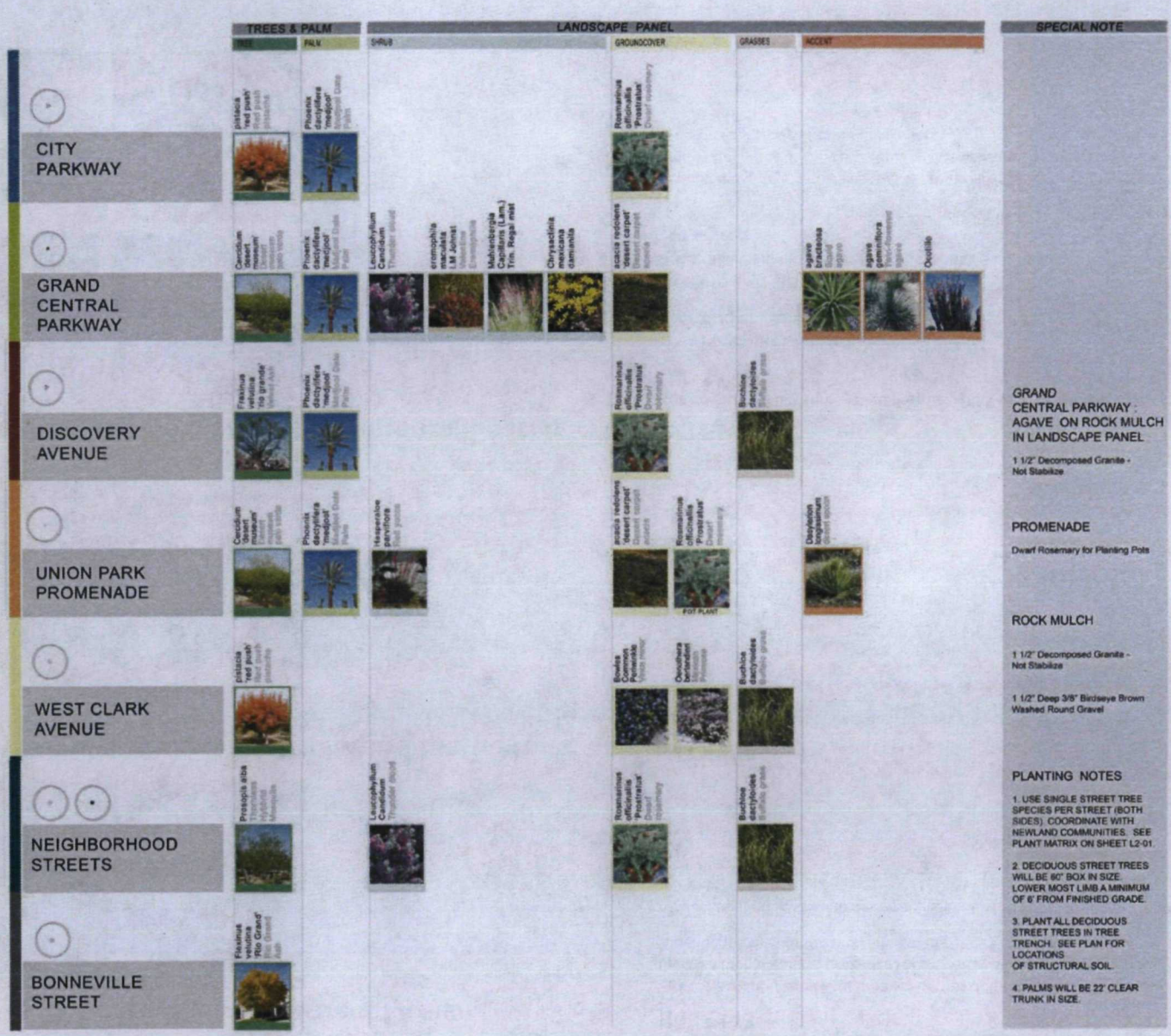
Manufacturer: Escofet

Flexible Design Opportunities

Model selection and layout of supplemental seating to be determined by project design teams.

Note

Consider using artful furnishings adjacent to building lobbies/entrances and around zones identified on the May 15, 2007 Schematic Streetscape Design package. All models to be approved by Union Park Design Review Committee.


TREES & PALM
TREE
PALM
LANDSCAPE PANEL
SHRUB
GROUNDCOVER
GRASSES
ACCENT
SPECIAL NOTE
CITY PARKWAY
GRAND CENTRAL PARKWAY
DISCOVERY AVENUE
UNION PARK PROMENADE
WEST CLARK AVENUE
NEIGHBORHOOD STREETS
BONNEVILLE STREET
pistacia 'red push'
Phoenix dactylifera 'medjool'
Rosmarinus officinalis 'Prostratus'
Dwarf rosemary
Cercidium 'desert museum'
Desert palo verde
Leucophyllum Candidum
Thunder cloud
eremophila maculata LM Johnst
Outback Sunrise
Muhlenbergia Capillaris (Lem.) Trin. 'Regal Mist'
Chrysactinia mexicana damianita
acacia redolens 'desert carpet'
Desert carpet
agave bracteosa
Silver agave
agave geminiflora
Twin-flowered agave
Ocotillo
Fraxinus velutina 'no grande'
Velvet Ash
Hesperaloe parviflora
Red yucca
Dasylirion longissimum
Mexican spoon
Baccharis 'Common Perennial'
Dwarf Coyote Bush
Oenothera berlandieri
Mexican Evening Primrose
Buchloe dactyloides
Buffalo grass
Prosopis alba
Thornless Hybrid Mesquite
Fraxinus velutina 'Rio Grand'
Rio Grand Ash
GRAND CENTRAL PARKWAY : AGAVE ON ROCK MULCH IN LANDSCAPE PANEL
1 1/2" Decomposed Granite - Not Stabilize
PROMENADE
Dwarf Rosemary for Planting Pots
ROCK MULCH
1 1/2" Decomposed Granite - Not Stabilize
1 1/2" Deep 3/8" Birdseye Brown Washed Round Gravel
PLANTING NOTES
1. USE SINGLE STREET TREE SPECIES PER STREET (BOTH SIDES). COORDINATE WITH NEWLAND COMMUNITIES. SEE PLANT MATRIX ON SHEET L2-01.
2. DECIDUOUS STREET TREES WILL BE 60" BOX IN SIZE. LOWER MOST LIMB A MINIMUM OF 6' FROM FINISHED GRADE.
3. PLANT ALL DECIDUOUS STREET TREES IN TREE TRENCH. SEE PLAN FOR LOCATIONS OF STRUCTURAL SOIL.
4. PALMS WILL BE 22' CLEAR TRUNK IN SIZE.

The standards of this subsection apply to outdoor dining or seating that occurs or is proposed to occur within private sidewalk areas. For the purposes of this subsection, the term "outdoor dining" and "outdoor dining area" refer to dining within the area of a private sidewalk or similar pedestrian area, unless the context refers otherwise.

1. Objective and Intent The objective of establishing the Outdoor Dining Standards is to promote pedestrian-friendly use of private sidewalks and similar pedestrian areas in connection with providing economic opportunities for ground floor retail. The Outdoor Dining Standards have been developed to ensure that the space used for outdoor dining is consistent with the general design of the public right-of-way and to allow for adequate pedestrian circulation. The Outdoor Dining Standards are also intended to guide applicants with the design of outdoor dining areas, establish or enhance an identifiable sense of place, create a comfortable and interesting pedestrian environment, maintain a continuous and visible pedestrian activity between nodes and building anchors, and provide minimum standards for beautification.

2. Standards Outdoor dining may be permitted to take place within a sidewalk area or similar pedestrian area, but only in accordance with the Outdoor Dining Standards.

A. LOCATION Outdoor dining/seating may occur only as an accessory use to an eating establishment and may be permitted only in the private sidewalk or similar pedestrian area immediately adjacent to the front of the establishment. The dining area may not extend beyond the side property boundaries of the abutting property and shall not be located in a manner that interferes with the building ingress and egress as required by the International Building Code (IBC).

Outdoor dining in a private sidewalk or similar pedestrian area may occupy up to two thirds of the total width of the sidewalk or available pedestrian area. In the case of a sidewalk or similar pedestrian area up to fifteen feet wide, there shall remain a minimum pedestrian clearance of six feet. For sidewalks or similar pedestrian areas with a greater width, the minimum pedestrian clearance is eight feet. This minimum clearance area must occur between any outdoor dining and a continuous line that represents where sidewalk or pedestrian obstructions are located.

Such obstructions include without limitation tree planters, landscape planters, street furniture, streetlight poles, utility poles, fire hydrants, signposts, and permitted news racks.

B. BARRIERS Outdoor dining and outdoor seating areas on private property shall have a railing or other similar barrier to define the area and to prevent encroachment onto adjacent properties or rights of way. Barriers shall be a substantial material such as metal fence or masonry wall (with or without landscape planters integrated into it), not flimsy in appearance or performance. Barriers must be aligned in a straight line or parallel with the face of the building. Barriers are subject to approval by the UP-DRC if known before initial building construction and the Union Park Owners Association (UPOA) after initial building construction.

C. SHADE AND WIND PROTECTION Shade covering of areas with an awning or canopy will be addressed on a case-by-case basis by the UP- DRC if known before initial building construction and by the UPOA after initial building construction. Wind protection will also be handled on a case by case basis as with shade covering above, but must be substantial in appearance and performance such as glass or polycarbonate panels.

D. FURNITURE All furnishings within an outdoor dining area shall be movable and made of sturdy, durable and commercial grade material. They shall be designed to complement the design theme of the business. Ordinary plastic lawn chairs and tables and similar furniture are not acceptable.

E. LIGHTING Lighting, when provided, shall be shielded and of low wattage so as to illuminate only the outdoor dining area (ie. a full cutoff fixture) and so as to avoid producing glare that has a negative impact on pedestrian or auto traffic. The design of the light fixtures shall be compatible with the architectural theme of the building and business.

F. MAINTENANCE Outdoor dining areas shall be kept in good state of repair and maintained in a clean, safe and sanitary condition. Any item of furniture or equipment that is broken, rusting, degraded, torn, or tattered shall be removed promptly.

G. MUSIC AND LIVE ENTERTAINMENT Music and Live Entertainment are permitted as an accessory amenity. Any music or entertainment will comply with applicable noise ordinances and standards.

H. ALCOHOLIC BEVERAGE SERVICE Alcoholic beverage service in outdoor seating areas shall conform to LVMC Title 6.

3. Approval Process Outdoor dining and outdoor seating areas on private property require the approval of a Site Development Plan. The approval process shall be listed under Title 19.18.050(F), "Minor Review of Site Development Plans."

Recommended Design Standard: A non-mandatory but important design recommendation, denoted by the words "should" or "is encouraged," as in "the building height should be...."

Required Design Standard: A design requirement which is mandatory, denoted by the word "shall," as in "the building height shall be...."

Build-to Line: A required location for a building face, usually at the back of sidewalk. The building shall not be set back behind that line.

Setback Zone: A width of land usually beginning at the back of sidewalk in which a percentage of the building face can be located instead of at the build-to line.

Design Review: The administrative process by which a development proposal's design is evaluated, critiqued and either approved, denied or modified.

Mixed-Use: Different activities housed in the same building or adjacent to each other. Minimum requirement for mixed use is residential, office and retail/restaurant in the same building or same block.

Waiver: A deviation from the standards and guidelines, which the developer may request, and which will be considered by the Design Review Committee.

High-Albedo: A property of a surface that describes its ability to reflect and reject heat. High albedo surfaces have both a light color (high solar reflectance) and a high emmittance (can reject heat back to the environment).

Active Uses/Active Street Frontages: Ground floor businesses that serve and engage the public and generate pedestrian traffic through retail and restaurant activity rather than closed spaces such as offices, parking and residential uses.

Solar Orientation: The relationship of a building's facades and massing to the movement and exposure to the sun.

Block Face: The street edge of a block bounded by building facades.

Infrastructure: The utilities and public services which are typically placed underground. These may have visible elements which appear at street level.

Right of Way (ROW): The width of a public street or other public way, which is measured from back of sidewalk to back of sidewalk, including the sidewalk, curb, gutter and vehicle travel and parking lanes.

Sustainability: An economic state where the demands placed upon the environment by people and commerce can be met without reducing the capacity of the environment to provide for future generations.

Arcade: A linear, shaded building setback at the street level which has storefronts along its edge. It is shaded by the building mass above, which usually is located at the property line, supported on columns which are located at the property line.

Massing: An element of architectural design which places the spatial volumes of the building in relationship to each other.

Awnings and Canopies: Overhead extensions from the front of a building, over the sidewalk, for the purpose of shading the sidewalk from the sun. They may be fixed or movable, as defined in the guidelines.

Site Furnishings: Individual elements which are placed on a site or a public right-of-way as convenience, aesthetic or safety items, such as benches, light fixtures, trash receptacles, bollards and other similar elements.

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: _____

(Space Above Line For Recorder's Use)

SUPPLEMENT TO COMMUNITY CHARTER FOR UNION PARK AND DECLARATION OF SHARED PARKING COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION PARK

This SUPPLEMENT TO COMMUNITY CHARTER FOR UNION PARK AND DECLARATION OF SHARED PARKING COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION PARK (**"Declaration"**) is made as of _____, 200__, by City Parkway V, Inc., a Nevada corporation (**"Declarant"**) with reference to the following:

RECITALS:

A. Declarant, by executing and recording that certain Community Charter for Union Park dated _____ and recorded in the Office of the Recorder of Deeds of Clark County, Nevada on _____ as _____ (as such Community Charter for Union Park may be amended from time to time, the **"Charter"**) against the property described in Exhibit "A", has thereby declared that the property described in Exhibit "A" and any additional property made subject to the Charter in the future by amendment or supplement, shall constitute **"Union Park"** as referred to in the Charter.

B. The Charter requires that the Property be developed pursuant to a plan for development of Union Park as is described in the Union Park Design Standards incorporated into Section 19.06.060 of the City of Las Vegas Municipal Code by Bill No. 20006-08, Ordinance No. 5874 and any amendments and restatements thereto adopted by the Council of the City of Las Vegas, Nevada (the **"Master Plan"**).

C. The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, performing arts and parking uses.

D. The Charter contemplates that the Declarant may create and record additional covenants, restrictions and easements affecting all or a portion of the Property in the form of a Supplement to the Charter.

E. The Charter also contemplates that certain Service Areas may be created which provide certain services, rights and obligations relative to certain Parcels which are not shared with, provided to or borne by all Parcels.

F. In order to assure that sufficient parking is available within Union Park for UP Invitees, including PAC Invitees, Declarant, by this Declaration, intends to impose on certain Parcels within Union Park restrictions and covenants creating a general plan of sharing of available parking within such Parcels for UP Invitees, including PAC Invitees.

NOW, THEREFORE, Declarant hereby declares that (i) the Parking Parcels and each portion thereof are and shall be owned, conveyed, mortgaged, encumbered, leased, developed, improved, used and occupied subject to this Declaration and the limitations, covenants, conditions and restrictions set forth herein, all of which are equitable servitudes and shall run with the title to the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Parking Parcel or any portion thereof, and their respective heirs, successors and assigns and (ii) this Declaration is intended to be and constitutes a Supplement to the Charter.

ARTICLE I

DEFINITIONS

When the following words and phrases are used in this Declaration, they will have the meanings given in this Article I and be subject to the terms and limitations set forth in such definitions. Capitalized terms not otherwise defined in this Declaration shall have the definition given to them in the Charter.

1.1.1 **After-Hours Reserved Parking**. After-Hours Reserved Parking means no more than twenty-five percent (25%) of all of the parking spaces in all of the Parking Facilities located on a Parking Parcel.

1.1.2 **After-Hours**. After Hours means (i) weekday evenings after 6:00 p.m. until 6:00 a.m., (ii) weekend days and weekend evenings, and (iii) days and evenings of nationally recognized holidays on which national banks are required or permitted to be closed.

1.1.3 **Annexation Declaration**. Annexation Declaration means an instrument by which a Parcel is annexed to this Declaration and the Charter and by such instrument is designated as a Parking Parcel.

1.1.4 **Association**. The Association means Union Park Master Association, Inc., a Nevada nonprofit corporation, its successors and assigns.

1.1.5 **Business Hours**. Business Hours means weekdays after 6:00 a.m. until 6:00 p.m. other than days of nationally recognized holidays observed by the United States Postal Service.

1.1.6 **Charter**. Charter is defined in Recital A hereof.

1.1.7 **City**. City means the City of Las Vegas in the State of Nevada, and its various agencies, departments and divisions.

1.1.8 **Declarant**. Declarant means City Parkway V, Inc., a Nevada corporation.

1.1.9 **Declaration**. Declaration is defined in the preamble hereto.

1.1.10 **PAC Invitees**. PAC Invitees means any person visiting PAC including employees and any persons attending an event at PAC.

1.1.11 **PAC**. PAC means the Performing Arts Center to be constructed within Union Park on the PAC Parcel.

1.1.12 **PAC Lease**. PAC Lease means the ground lease between the City and PAC on which PAC is constructed.

1.1.13 **PAC Parcel**. PAC Parcel means the Parcel shown on Exhibit "C" attached hereto and hereby made a part hereof.

1.1.14 **Parking Parcel**. Parking Parcel means those Parcels initially subject to this Declaration as described in Exhibit "B" attached hereto and those Parcels which are later designated as Parking Parcels by means of an Annexation Declaration being recorded against the same.

1.1.15 **Parking Parcel Owner**. Parking Parcel Owner means the Owner of a Parking Parcel.

1.1.16 **Parking Facility(ies)**. Parking Facility(ies) means those portions of a Parking Parcel other than the Residential Parking Facilities improved for parking use and all related circulation elements, driveways, walkways, elevators, stairwells and landscape areas and related lighting, signage and equipment used in the operation of the such facilities.

1.1.17 **Parking Service Area**. Parking Service Area is defined in Section 3.1.

1.1.18 **Parking Service Area Committee**. Parking Service Area Committee is defined in section 3.1.

1.1.19 **Person**. Person means a natural individual or any entity with the legal right to hold title to real property. When the word "person" is used and is not capitalized, the word only refers to natural persons.

1.1.20 **Property**. Property is defined in Recital A hereto.

1.1.21 **Residential Parking Facility(ies)** means those portions of a Parking Parcel improved for parking use by the residential occupants of a Parking Parcel and all related circulation elements, driveways, walkways, elevators, stairwells and landscape areas and related lighting, signage and equipment used in the operation of the such facilities,

1.1.22 **UP Invitees**. UP Invitees means those persons visiting Union Park for the purpose of utilizing all retail services in Union Park, including without limitation, stores, shops, restaurants, museums and other venues open to the public, (ii) PAC Invitees and (iii) persons attending special/and or public events held in Union Park.

ARTICLE II

SHARED PARKING RIGHTS AND OBLIGATIONS

2.1.1 **Obligations of Parking Parcels**. Declarant hereby grants to each Parcel Owner for the use by UP Invitees a non-exclusive right and easement of use, access, and enjoyment in and to Parking Facilities located on a Parking Parcel. No such rights are granted in connection with any Residential Parking Facilities. Subject to the terms and conditions set forth in this Declaration, each Parking Parcel Owner shall be obligated to provide and make available on its respective Parking Parcel parking within its respective Parking Facilities to UP Invitees as follows:

2.1.2 **Intentionally Omitted.**

2.1.3 **After Hours Use**. All Parking Facilities on a Parking Parcel other than that portion of the Parking Facilities which are designated by the Parking Parcel Owner as After Hours Reserved Parking (which in no event shall exceed twenty-five percent (25%) of the all parking spaces in the Parking Facilities) shall be available for parking by UP Invitees at all times during the After Hours.

2.1.4 **Valet Parking Services**. The use of the Parking Facilities shall include the use thereof by valet or other parking services utilized by other Parcels in connection with the operation of any retail, restaurant, special event or other uses, including PAC events, within Union Park.

2.1.5 **Parking Fees**. Except as provided below in connection with PAC Invitees, each Parking Parcel Owner shall have the right to charge market rate parking fees for any uses by UP Invitees pursuant to Sections 2.1.1 and 2.1.3. Each Parking Parcel Owner shall be responsible at its cost and expense for collection of parking fees.

2.2 **PAC Parking**. As part of the Master Plan, the PAC Parcel shall provide only a limited amount of parking onsite to the PAC Parcel and the PAC Invitees will be parking offsite to the PAC Parcel. PAC Invitees are UP Invitees with all parking rights provided to UP Invitees pursuant to Sections 2.1.1 and 2.1.3 above. PAC also has the right under the PAC Lease for free parking within Union Park for a period of time specified in the PAC Lease. As a Parking Parcel is annexed to the Charter and this Declaration, the Annexation Declaration shall set forth the following matters:

(a) The agreement of the City for the amount and method for reimbursement of the Parking Parcel Owner by the City for the period of free parking by PAC Invitees in the Parking Facilities of the Parking Parcel being so annexed to this Declaration and Charter.

(b) The Agreement of the respective Parking Parcel Owner and City as to (i) the time that City's obligation to so reimburse the Parking Parcel Owner expires, (ii) the fees to be charged PAC Invitees thereafter and (iii) the method of collection of such fees by the Parking Parcel Owner.

The reimbursement obligation between a Parking Parcel Owner and the City shall be an obligation solely between the Parking Parcel Owner and the City and shall not be part of the Parking Service Area purview or jurisdiction or in anyway an obligation of the Association to enforce on behalf of a Parking Parcel Owner.

2.3 **UP Invitees' Use**. All use of Parking Facilities by UP Invitees shall be on a revocable license only and any use by a UP Invitee shall not extend beyond the expiration of the After Hours during which a UP Invitee entered a Parking Facility. Any violators may be towed by the Parking Parcel Owner at the expense of the violating UP Invitee.

2.4 **Repair and Maintenance of Parking Facilities**. Each Parking Parcel Owner shall keep its respective Parking Facilities on good condition and operating condition at its sole cost and expense and as required by the Governing Documents. Such obligation shall be performed by each Parking Parcel Owner to the standard of the Community Wide Standard. A Parking Garage Owner shall have the right to close portions of its respective Parking Facilities as is commercially reasonable to complete any repairs and/or maintenance to such Parking Facilities. Each Parking Garage Owner shall use its commercially reasonable efforts to limit the extent and duration of any such closure.

2.5 **Risk of Loss and Security**.

2.5.1 **Risk of Loss**. Each Parking Garage Owner shall operate its respective Parking Facilities at its own cost and expense and shall bear solely the risk of loss, cost and expense resulting by any use of such Parking Facilities by an UP Invitee, including, without limitation, any claims by an UP Invitee for bodily damage of property damage, any costs to tow or otherwise remove a vehicle, or any damage to the Parking Facilities or to any other Improvements on a Parking Parcel. Each Parking Parcel Owner hereby agrees not to bring any claim or cause of action against, and hereby releases from and waives any liability on the part of, the Declarant, the Founder, the Association and the City (or any Person that controls, is controlled by, or is under common control with the Declarant, the Founder, the Association and the City and any Person that is an owner, a member, a partner, a joint venture partner, or a shareholder of the Declarant, the Founder, the Association and the City Founder) in connection with any loss or damage incurred by a Parking Garage Owner as a result of use of the its Parking Facilities by an UP Invitee. Each Parking Parcel Owner shall maintain all insurance required by the Charter and any liability insurance coverage required by the Charter shall include the Parking Parcel Owner's activities under this Declaration. Each Parking Parcel Owner shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Declarant, the Founder, the Association and the City (or any Person that controls, is controlled by, or is under common

control with the Declarant, the Founder, the Association and the City and any Person that is an owner, a member, a partner, a joint venture partner, or a shareholder of the Declarant, the Founder, the Association and the City Founder) and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, including any claims relating to or in connection with any loss or damage incurred by a Parking Garage Owner or a UP Invitee as a result of use of the its Parking Facilities by an UP Invitee.

2.5.2 **Security**. The level and nature of security provided by a Parking Parcel Owner to its respective Parking Facilities shall be at its individual discretion and determination. Each Parking Parcel Owner shall have the right to employ such security methods and towing arrangements as it deems fit to remove any individuals it deems a security risk and to remove any vehicles which are in violation of the terms and conditions of the use of the Parking Facilities. Each Parking Parcel Owner shall have the right to prevent entry of or remove any user of its Parking Facilities that the Parking Garage Owner deems to be a security risk or a disturbance to the operations of its building. Such rights shall include the right to have towed vehicles of such users at the sole cost and expense of such users. The Association, the Declarant, the Founder, the City or any other agency of the City shall not be required to provide any security services to any Parking Facilities and each Parking Parcel Owner waives any claim or other right to require such security services.

ARTICLE III

PARKING SERVICE AREA

3.1 **Creation of Parking Service Area**. The Charter authorizes the creation of Service Areas for the provisions of services which are unique to some Parcels but not to all Parcels. This Declaration hereby creates pursuant to the Charter a Service Area which is to be known as the "Parking Service Area". All Parking Parcels are hereby assigned pursuant to the Charter to the Parking Service Area. A Service Area Committee may also be appointed pursuant to the Charter in to oversee the Parking Service Area which Service Area Parking Service Area will be entitled as the "Parking Service Area Committee". The purpose of the Parking Service Area is to provide coordination and oversight and administration to the use of the Parking Facilities, including, without limitation, the following:

3.1.1 **Coordination**. The Association will provide coordination to various operations of the Parking Facilities pursuant to this Agreement such as notification to the Parking Garage Owners of higher than normal parking demand by UP Invitees, including PAC events.

3.1.2 **Fee Collection**. The Association shall attempt to facilitate and coordinate the parking fee collection systems and procedures within the Parking Facilities in order to permit maximum flexibility of use by all UP Invitees.

3.1.3 **Facilitator**. The Association will coordinate regular meetings with the Parking Parcel Owners such that the Parking Parcel Owners may address various issues relating to the Parking Service Area. In connection therewith the Association may engage a Person to interface and coordinate the Parking Service Area.

3.1.4 **Rules and Regulations**. The Association shall have the right to adopt reasonable rules and regulations governing the Parking Service Area which shall be reviewed and approved by the Parking Service Committee.

3.1.5 **Parking Service Area Committee**. The Association shall create a Service Area Committee under the Charter to act as the Parking service Area Committee and shall delegate its oversight of the Parking Service Area Committee.

3.2 **Service Area Expense and Assessment**. All expenses of the Association incurred in connection with the Parking Service Area shall be treated as Service Area Expenses of the Parking Service Area and shall be assessed against the Parcels within the Parking Service Area as Service Area Assessment.

ARTICLE IV

COMPLIANCE AND ENFORCEMENT

The terms and conditions of this Declaration shall be enforceable by the association pursuant to the terms and conditions of the Charter, including, without limitation, "Chapter 8 – Compliance and Enforcement" of the Charter.

ARTICLE V

GENERAL

This Declaration is intended to be a Supplement to the Charter and therefore shall be part of the Governing Documents and subject to all of the terms and conditions of the Charter. In the event of any conflicts between this Declaration and the other Governing Documents, such conflicts shall be resolve as set forth in Chapter 1 of the Charter.

"DECLARANT"

CITY PARKWAY V, INC., a Nevada corporation

By: _____

Title: _____

EXHIBIT A

UNION PARK

EXHIBIT B

INITIAL BURDENED LOT

EXHIBIT C

PAC PARCEL

APN NO: _____

WHEN RECORDED, MAIL TO:
CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: _____

PRIVATE ROADWAY CONSTRUCTION AGREEMENT

THIS PRIVATE ROADWAY CONSTRUCTION AGREEMENT ("**Agreement**") is made as of the ___day of _____, 20__ ("**Effective Date**") by and between **Palmer City-Core Union Park Hotel, LLC**, a Nevada limited liability company ("**Palmer**") and _____, a _____ ("**Parcel F Owner**"). (Palmer and Parcel F Owner are sometimes herein referred to each individually as a "**Party**", collectively as the "**Parties**".)

RECITALS:

A. Charter Declarant, by executing and recording that certain Charter for Symphony Park recorded in the Office of the Recorder of Deeds of Clark County, Nevada on December 16, 2009 in Book 20091216 as Instrument No. 00606 (as such Charter for Symphony Park may be amended from time to time, the "**Charter**") against the property described in Exhibit "A", has thereby declared that the property described in Exhibit "A" and any additional property made subject to the Charter in the future by amendment or supplement, shall constitute "**Symphony Park**" as referred to in the Charter.

B. Charter Declarant and Palmer entered into that certain Disposition and Development Agreement ("**DDA**") on the ___ day of _____, 2008, as amended from time to time, whereby Charter Declarant agreed to sell to Palmer and Palmer agreed to purchase from Charter Declarant certain real property comprising of approximately one hundred thirty-four thousand five hundred forty-one (134,541) gross square feet located within Symphony Park and more particularly described on Exhibit "B" attached hereto ("**Parcel G**").

C. Parcel F Owner is, as of the date of this Agreement, the owner in fee simple of certain real property adjoining Parcel G and comprising approximately _____ (_____) gross square feet located in Symphony Park and more particularly described on Exhibit "C" attached hereto ("**Parcel F**").

D. The Charter requires that the Parcels be developed pursuant to a plan for development of Symphony Park as is described in the Union Park Design Standards incorporated into Section 19.06.060 of the City of Las Vegas Municipal Code by Bill No. 20006-08, Ordinance No. 5874 and any amendments and restatements thereto adopted by the Council of the City of Las Vegas, Nevada (the "**Master Plan**").

E. The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, performing arts and parking uses.

F. The Charter contemplates that the Charter Declarant may create and record additional covenants, restrictions and easements affecting all or a portion of the Property in the form of a Supplement to the Charter.

G. The parties desire to establish a means by which the Roadway can be constructed and maintained efficiently and economically.

H. The Parties desire to assign the responsibility for supervising, entering into and administering contracts for the construction of the Roadway to the first Party to commence any construction on its Parcel and for the Parties to pay an equal amount of the approved costs associated with the Roadway Construction.

I. The Parties and Charter Declarant mutually desire that the Symphony Park Master Association, Inc., a Nevada nonprofit corporation (the "**Association**") be responsible for the repair and maintenance of the Roadway and that certain reciprocal ingress and egress easements be granted pursuant to that certain Supplement to Charter for Symphony Park Relating to Construction and Operation of a Private Roadway, dated _____ and entered into concurrently with this Agreement (the "**Supplement**"), a true and correct copy of which is attached as Exhibit "D".

NOW, THEREFORE, the Parties hereby declare that the Parcels and each portion thereof is and shall be owned, conveyed, mortgaged, encumbered, leased, developed, improved, used and occupied subject to this Agreement and the limitations, covenants, conditions and restrictions set forth herein, all of which are equitable servitudes and shall run with the title to the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Parcels or any portion thereof, and their respective heirs, successors and assigns.

1. DEFINITIONS

When the following words and phrases are used in this Agreement, they will have the meanings given in this Section 1 and be subject to the terms and limitations set forth in such definitions. Capitalized terms not otherwise defined in this Agreement shall have the definition given to them in the Charter.

"Additional Pre-Construction Costs" is defined in Section 3 hereof.

"Association" is defined in Recital I hereof.

"Charter" is defined in Recital A hereof.

"City" means the City of Las Vegas in the State of Nevada, and its various agencies, departments and divisions.

"Charter Declarant" means City Parkway V, Inc., a Nevada corporation.

"Construction Disbursement Account" is defined in Section 3 hereof.

"Construction Election Date" is defined in Section 2.4 hereof.

"Construction Schedule" is defined in Section 2.1 hereof.

"DDA" is defined in Recital B hereof.

"Delinquent Amount" is defined in Section 4 hereof.

"Dispute" is defined in Section 13 hereof.

"Design Standards" means the Union Park Design Standards dated November 11, 2006 and adopted by City of Las Vegas Ordinance No. 5875, as amended by Ordinance No. 5974 adopted by the City of Las Vegas on March 5, 2008, as such may be amended from time to time.

"Lien Holder" is defined in Section 4 hereof.

"Master Plan" is defined in Recital D hereof.

"Palmer" is defined in the first paragraph of this Agreement.

"Parcel F" is defined in Recital C hereof.

"Parcel F Owner" is defined in the first paragraph of this Agreement.

"Parcel G" is defined in Recital B hereof.

"Parcel(s)" means Parcel F and/or Parcel G, as applicable.

"Party(ies)" means Palmer and/or Parcel F Owner.

"Performance Standards" is defined in Section 2.2 hereof.

"Person" means a natural individual or any entity with the legal right to hold title to real property. When the word "person" is used and is not capitalized, the word only refers to natural persons.

"Pre-Construction Budget" is defined in Section 3 hereof.

"Pre-Construction Costs" is defined in Section 3 hereof.

"Requirements" is defined in Section 2.3 hereof.

"Roadway" means a private roadway to be located in equal proportion on Parcel F and Parcel G consisting of the area from back of curb on one parcel to back of curb on adjoining parcel.

"Roadway Construction" is defined in Section 2.2 hereof.

"Supervising Party" is defined in Section 2.1 hereof.

"Supplement" is defined in Recital I hereof.

"Symphony Park" is defined in Recital A hereof.

2. ROADWAY CONSTRUCTION

2.1. ELECTION TO COMMENCE CONSTRUCTION ON PARCEL

The Parties agree that the Party first commencing construction on its respective Parcel will be obligated to construct the Roadway pursuant to the terms and conditions contained herein. Such Party first commencing construction on its respective Parcel is referred to herein as the "**Supervising Party**". Notwithstanding the foregoing, in the event that both Parties commence construction on their respective Parcels on the same date, and both Parties desire to act as the Supervising Party, the Party that first obtained record title to its respective Parcel shall be deemed the Supervising Party. At such time as the Supervising Party is prepared to commence construction on its Parcel, the Supervising Party shall deliver written notice of such election of such election not less than ten (10) days prior to the commencement of such construction (the "**Construction Election Date**"). Upon the Construction Election Date, the Supervising Party shall, without the necessity of any additional documentation, become responsible for the supervising, entering into and administering contracts for the development of the Roadway Construction, and obtaining permits for the same, all to be performed in the Supervising Party's sole discretion and without necessity of obtaining approvals or providing notifications to any other Party hereto, except as specifically set forth in this Agreement, all on and subject to, the terms and conditions contained herein. Each party agrees to appoint a lead representative within ten (10) days following the Construction Election Date to represent it in all of its dealings with the other Party relating to the implementation and enforcement of this Agreement. The Parties' lead representatives shall meet on at least a monthly basis. The Supervising Party shall be required to keep the other Party regularly informed and updated on the status of the Roadway Construction, including the design, permitting and entitlements for the same.

2.2. CONSTRUCTION OF ROADWAY

In connection with the design, installation and construction of the private roadway ("**Roadway**") to be located in equal proportion of Parcel F and Parcel G, the Parties have decided to facilitate the construction of the Roadway (the "**Roadway Construction**") as follows:

(a) The Parties agree, in accordance with Section 3 below, to share equally in all of the approved costs of the design, installation, and construction of the Roadway as such Roadway Construction is more particularly described in Exhibit "E" attached hereto and incorporated by this reference ("**Performance Standards**").

(b) The Parties and the Association agree, in accordance with Section 3 below, that unless Parcel F Owner has otherwise agreed in writing to pay for such costs on or before the Construction Election Date, the Association shall pay for all of Parcel F Owner's share of the approved costs of the design, installation, and construction of the Roadway in accordance with the Performance Standards and such costs shall in no event be passed through to Palmer in the form of an assessment or otherwise.

(c) The Parties agree that as of the Construction Election Date, the Supervising Party shall be responsible for providing the other Party estimates, information and adequate details regarding the Roadway Construction and such Party shall also be responsible for entering into and administering contracts for the development of the Roadway Construction, to be performed in the Supervising Party's sole discretion and without necessity of obtaining

approvals or providing notifications to any other Party hereto, except as specifically set forth in this Agreement.

(d) The Supervising Party shall exercise its best efforts to cause the Roadway Construction to be completed prior to obtaining a certificate of occupancy for its respective Parcel.

(e) The final design plans for the Roadway and Roadway Construction shall be approved in writing by the Parties and shall be in compliance with the Design Standards in all material respects.

(f) Each Party shall bear the exclusive responsibility for all design, installation, and construction for all areas of their respective Parcels located behind the back of the curb and as more particularly described in a survey for Parcel F and Parcel G.

(g) All design costs shall be paid by the Parties equally based upon invoices received from contractor and each must pay their equal share in accordance with Section 3 below.

(h) Following the completion of the Roadway Construction, the Association shall be solely responsible for the maintenance and repair of the Roadway pursuant to the attached Supplement and all cost associated therewith.

2.3. CONTRACTORS AND QUALITY OF WORK

The Supervising Party shall make best commercially reasonable efforts to cause three (3) bids to be submitted from a list of licensed contractors reasonably approved by the Parties for each of the design, installation and construction of the Roadway and the Supervising Party shall provide evidence of such efforts upon written request by the other Party. The Supervising Party shall provide to the other Party for its review and approval all submitted bid packages. The contracts shall be awarded to the contractors for each of the design, installation and construction, who provided the lowest qualified bids, unless one of the other contractors is agreed upon in writing by both of the Parties. The Supervising Party shall retain only reputable licensed, bonded and fully insured Nevada contractors for the design, installation, and construction of the Roadway. All construction contracts and subcontracts, and supply and material contracts, shall be in the form of AIA contracts with a Guaranteed Maximum Price, shall be approved by both Parties in form and substance, shall separately itemize, including price, the various components of the Roadway Construction to be constructed by such contractor, and shall transfer and assign any and all warranties concerning the Roadway Construction to both of the Parties and the Association upon completion. All construction contracts shall require the contractors to carry customary and comprehensive course of construction insurance and such other policies of insurance agreed to by the Parties. All construction contracts shall provide that the Roadway Construction shall be constructed in a good and workmanlike manner, in accordance with Exhibit "E", and in a manner which complies with the Design Guidelines, the Charter and the Supplement, and satisfies any applicable state and local laws, ordinances, regulations and requirements pertaining to private rights-of-way (collectively, the "**Requirements**"). Any modification to the Roadway Construction which would either result in a material increase the cost of the Roadway Construction or materially change the design of the Roadway or the scope of the Roadway Construction shall require the approval of both Parties and the construction contracts shall provide for such joint approval requirement. The construction contracts shall provide for the ability of the non-Supervising Party to replace the Supervising Party as a party to the construction contracts in the event of the initial Supervising Party fails to perform its duties as required by this Agreement and in accordance with Section 5 below provided that written notice has been provided to the Supervising Party and the thirty (30) day cure period has expired pursuant to Section 5 below.

2.4. SCHEDULE, APPROVALS AND PERMITS

All construction contracts shall provide that the Roadway Construction shall be constructed as nearly as practicable in accordance with a construction schedule (the "**Construction Schedule**") which shall be approved by the Parties. The Supervising Party shall use best commercially reasonable efforts to process and pursue all applications for, and obtain, all permits, approvals and other entitlements from applicable governmental authorities and agencies which are necessary and/or appropriate for the Roadway Construction and the non-Supervising Party shall reasonably cooperate with the Supervising Party in connection with the same. The reasonable costs incurred by the Supervising Party in applying for, and obtaining, all permits, approvals and other entitlements from applicable governmental authorities and agencies which are necessary and/or appropriate for the Roadway Construction, including reasonable third-party costs and legal fees for any disputes arising from the entitlement process, but specifically excluding any other legal fees, administrative charges or overhead of the Supervising Party, shall be shared equally by the Parties in accordance with Section 3 below.

2.5. INSPECTIONS AND COMPLETION

The Supervising Party shall conduct periodic inspections of the progress on the Roadway Construction as is reasonably necessary to monitor the compliance thereof with the Construction Schedule, Exhibit B and the Requirements. Upon substantial completion of the Roadway Construction, the Supervising Party shall (i) conduct a thorough inspection of the work and shall supervise the prompt correction of any observed deficiencies, and (ii) file and record a Notice of Completion in accordance with the Nevada Revised Statutes.

3. SHARING OF COSTS; CONSTRUCTION DISBURSEMENT ACCOUNT

The Parties agree to share equally in all approved costs of the design, installation and construction of the Roadway. Within thirty (30) days following the Construction Election Date, the Supervising Party shall submit to the other Party for its approval a preliminary budget (the "**Pre-Construction Budget**"), detailing the anticipated costs (the "**Pre-Construction Costs**") to be incurred prior to the commencement of the Roadway Construction in connection with the design, permitting and entitlements of the Roadway. Each Party shall be required to each fund fifty percent (50%) of such Pre-Construction Costs into the Construction Disbursement Account within fifteen (15) days after finalization of the Pre-Construction Budget. Following the finalization of the Pre-Construction Budget, in the event the Supervising Party reasonably determines that Pre-Construction Costs will exceed the Pre-Construction Budget, the Supervising Party shall submit to the other Party for its reasonable approval, reasonable documentation evidencing such additional Pre-Construction Costs (the "**Additional Pre-Construction Costs**"). Within fifteen (15) days of the Supervising Party's submittal of the aforementioned documentation, the Parties shall agree to the amount of such additional Pre-Construction Costs and within five (5) days thereafter, each Party shall be required to fund fifty percent (50%) of such approved Pre-Construction Costs. In the event that the non-Supervising Party does not respond to the Supervising Party's submission of the Pre-Construction Budget or Additional Pre-Construction Costs within fifteen (15) days of its respective submittal, the Pre-Construction Budget or Additional Pre-Construction Costs, respectively, shall be deemed approved.

Upon approval of the Pre-Construction Budget, the Supervising Party shall cause a construction disbursement account to be opened and utilized in the course of making required payments to contractors for each of the design, installation, and construction of the Roadway (the "**Construction Disbursement Account**"). Each Party shall be required to fund fifty percent (50%) of such costs within

fifteen (15) days after approval of the Pre-Construction Budget and within fifteen (15) days after the execution of the construction contracts for the Roadway.

Within thirty (30) days following the completion of the Roadway Construction and the obtaining of final and complete lien releases in connection with the Roadway Construction, the Supervising Party shall distribute any excess funds remaining in the Construction Disbursement Account and/or any excess funds which were contributed by the Parties to pay for Pre-Construction Costs to each of the Parties on a 50-50 basis.

4. FAILURE TO PAY

Should any Party fail to timely pay an amount due (the "**Delinquent Amount**") pursuant to this Agreement, such Party shall be in default hereof. If such defaulting Party has not paid the Delinquent Amount within five (5) business days after written notice of default, the other Party may, but shall not be required to, advance said funds on the defaulting Party's behalf. Any such advance shall be a loan to the defaulting Party bearing interest at the lesser of six percent (6%) above the prime rate (as published in the Wall Street Journal, or similar publication if the Wall Street Journal ceases to be published) or eighteen percent (18%). The unpaid amounts with interest as aforesaid shall become a lien against the defaulting Party's Parcel in favor of the other Party ("**Lien Holder**") who advanced the funds. If a defaulting Party fails to repay any such loan within thirty (30) days after the funds were advanced, the Lien Holder may then bring an action at law or in equity against the defaulting Party or foreclose the lien against the defaulting Party's Parcel. Any lien so created shall also secure reasonable attorneys' fees and all court costs and other reasonable costs incurred by the Lien Holder incident to the enforcement of such lien, the collection of the loan and/or the preservation of the collateral. Such lien may be enforced in any manner permitted by law. No lien created pursuant to this Section 4 shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value.

5. STANDARD OF CARE OF SUPERVISING PARTY; EXCULPATION

In carrying out its responsibilities as the Supervising Party under this Agreement, the Supervising Party shall at all times administer and supervise the Roadway Construction in a professional, competent and commercially reasonable manner. In the event the Supervising Party fails to adhere to the foregoing standard, or otherwise fails to carry out its responsibilities under this Agreement as the Supervising Party, such failure shall be deemed a default of this Agreement.

In the event of a default of Supervising Party's obligations under this Agreement, in addition to all other remedies available to it under this Agreement or at law or in equity, the non-Supervising Party may, following written notice to Supervising Party of the specific default and permitting Supervising Party thirty (30) days to cure such default or such longer period as reasonably necessary, so long as it has commenced to cure the default within such thirty (30) day period, substitute itself as the Supervising Party and become responsible for the administration and supervision of the remainder of the Roadway Construction. In the event the non-Supervising Party elects to substitute itself as the Supervising Party under this Agreement following the aforementioned notice and cure period, the defaulting Supervising Party shall cooperate with the default in the turnover of the Supervising Party's responsibilities.

Notwithstanding the foregoing, the Supervising Party shall not be held liable and shall not be responsible for the negligence or willful misconduct of any contractor, subcontractor or other third-party in connection with the Roadway Construction.

6. INSURANCE

During the course of the Roadway Construction, the Parties shall be responsible for obtaining and maintaining adequate general liability insurance (with coverage of not less than $2,000,000.00) for their respective Parcels. The Parties agree to name each other, Association and Charter Declarant as additional insureds under the Parties respective general liability insurance policy.

7. INDEMNITY AND MUTUAL RELEASE

Except for injuries, death, losses, damages, or other liability attributable to the gross negligence or intentionally misconduct of a Party, its agents, or employees, each Party agrees to indemnify the other Party for all claims (including third party claims), losses, damages, expenses (including reasonable attorney fees), penalties and changes, including but not limited to property damages and bodily injury claims (collectively "Claims") arising out of any Roadway Construction undertaken on the indemnifying Party's Parcel. To the extent it is legally possible, each Party on behalf of itself and without affecting the coverage provided by any insurance, hereby releases and waives any right to recover against the other Party for any liability for (a) damages for injury to or death of persons, (b) any loss or damage to property, (c) any loss or damage buildings or other improvements or the contents thereof, or (d) Claims arising by reason of any of the foregoing, to the extent that such damages and/or Claims are covered by insurance actually carried by or on behalf of each Party. The provisions of this Section 7 are intended to restrict each party (to the extent permitted by law) to recovery against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.

8. COVENANTS RUNNING WITH THE LAND

All of the covenants, obligations and agreements of the Parties contained herein shall be covenants running with the land, benefiting and burdening, as applicable, Parcel F and Parcel G, and shall be binding upon the Parties and their respective successors and assigns who acquire fee title to any portion of the either Parcel; provided, however, that in the case of any portion of Parcel F or Parcel G which may be developed for residential or mixed residential/commercial use, only the common elements of such Parcel shall be bound by the agreements, obligations and covenants contained herein. Any Party accepting a deed to any portion of Parcel F and Parcel G shall be irrebuttably presumed to have agreed to be bound by each agreement, obligation and/or covenant contained herein.

9. LIENS

No Party shall permit any mechanics' or materialmen's or similar liens for labor or materials performed or delivered in connection with the Roadway Construction to stand against Parcel F or Parcel G or any portion thereof. In the event that any such lien is filed, the Party responsible for such lien shall immediately upon becoming or being made aware of such lien, notify the other Parties, and cooperate with the party who filed such a lien, to cause such lien to be removed as an encumbrance or diligently contest such lien and provide to the other Party a statutory bond issued pursuant to, and in the form of the bond called for by, NRS Sections 108.2415 to 108.2425, inclusive. It is hereby acknowledged and agreed that unless the lien was filed in connection with the performance of work and/or materials solely benefiting one Party responsible for such lien, the costs involved in removing and/or bonding around such lien shall be shared equally by both Parties.

10. GRANT OF TEMPORARY LICENSE

The Parties hereby agree extend a temporary license, with the right of ingress and egress over the other's Parcel for the limited purpose of facilitating the completion of the Roadway Construction, to the Party who has the responsibility for entering into and administering contracts for the construction of the Roadway Construction. Notwithstanding the foregoing, such temporary license shall only extend over the portion of the respective Parcel which the Parties have previously agreed in necessary for facilitate the completion of the Roadway Construction. The Parties hereby acknowledge and agree that the temporary license shall terminate upon the completion of the Roadway Construction.

11. AMENDMENT

This Agreement may be amended from time to time only by a writing executed by all of the Parties and approved by both the Charter Declarant and the Association.

12. NOTICES

Any notices, consents, offers, acceptances, elections, demands and other communications required or provided by this Agreement shall be in writing and shall be deemed to have been made or given only as follows: (a) when hand delivered, (b) one (1) business day after delivery to a nationally recognized overnight courier service for next business day delivery, or (c) when received by confirmed facsimile transmission, in all cases addressed to the Parties at their respective addresses as follows:

Charter Declarant:	City Parkway V, Inc. _____ _____ Attention: _____ Telephone: (___) ___-____ Fax: (___) ___-____
with a copy to:	Rosenfeld Roberson Johns & Durrant 6725 Via Austi Parkway, Suite 200 Las Vegas, Nevada 89119 Attention: Michael C. Niarchos, Esq. Telephone: (702) 386-8637 Fax: (702) 385-3025
Palmer City-Core Union Park Hotel, LLC:	Palmer City-Core Union Park Hotel, LLC _____ _____ Attention: Richard H. Kaufman Telephone: (___) ___-____ Fax: (___) ___-____

with a copy to: Hanson Bridgett LLP
425 Market Street, 26th Floor
Attention: Scott Smith
Telephone (415) 995-5892
Fax: (415) 995-3493

Parcel F Owner:: _____
_____
_____
Attention: _____
Telephone: ( )___ -_____
Fax: ( ) ____-_____

The address of each of the Parties shall for all purposes be as set forth above, unless otherwise changed by the applicable Party by notice to the other as provided herein pursuant to this Section 12.

13. DEFAULT/REMEDIES/DISPUTE RESOLUTION.

13.1. For purposes of this Agreement, a "default" of a Party shall mean the failure of a Party to abide by any term, covenant, or provision of this Agreement which is not cured within thirty (30) days after the defaulting Party receives written notice from the other Party of the default (which notice shall specify the particulars of such default), or, in the case of a default reasonably requiring more than thirty (30) days to cure, not cured within a reasonable time after the giving of such notice, provided that the curing of the default is commenced within the thirty (30) day period after the non-defaulting Party gives the defaulting Party notice of such default and is diligently prosecuted to completion thereafter. Upon the occurrence of a default by a Party, the non-defaulting Party may, at any time thereafter, without limiting the exercise of any other remedies which the non-defaulting Party may have, pursue all remedies available at law or in equity, including without limitation, the right of specific performance.

13.2. To resolve any controversy, claim, issue or dispute between the Parties arising out of or relating to this Agreement (a "**Dispute**"), quickly and economically (and particularly, to avoid unnecessary legal fees), and to preserve their privacy and on-going business relationships, the Parties intend that any Dispute not settled by direct discussions be mediated or arbitrated under this Section 13.2.

(a) **Non-binding mediation.** If any Dispute is not settled by direct discussions within ten (10) days after notice of the Dispute, the Parties agree first to try in good faith to settle the Dispute by non-binding mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules.

(b) **Binding Arbitration.** If the Parties fail to settle a Dispute through mediation, it will be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) **Provisional Relief.** Nothing in this Section 13.2 will prevent either Party from applying for (or obtaining) a provisional judicial remedy regarding any Dispute. Notwithstanding such application, the final resolution of the Dispute will be mediated or arbitrated under this Section 13.2 and failure by either Party to

comply with any law will not be deemed to waive such Party's rights to mediate or arbitrate under this Section 13.2.

(d) **Third Party Action.** If there is a pending court action or special proceeding involving either Party, and a third party, each Party agrees that any Dispute between them will still be mediated or arbitrated under this Section 13.2.

(e) **Nonwaiver; Survival.** No act (including seeking to compel arbitration) or omission by either Party will waive either Party's rights under this Section 13.2. This Section 13.2 will survive the expiration or earlier termination of the Agreement.

13.3. ATTORNEYS' FEES

In any dispute resolution or other proceeding, including appeal, the party prevailing will receive from the other all costs, expenses and reasonable attorneys' fees as fixed by the Arbitrator or court.

13.4. JURY WAIVER

The Parties hereby waive trial by jury in any court action, proceeding or counterclaim, including any claim of injury or damage and any provisional remedy. This waiver will expressly survive the expiration or earlier termination of the Agreement.

14. ENTIRE AGREEMENT

This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and negotiations between the Parties with respect thereto.

15. GOVERNING LAW

This Agreement shall be enforced, governed by, and construed in accordance with the laws of the State of Nevada.

16. SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

17. NO WAIVER

No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

18. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 8, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

19. NO PARTNERSHIP

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third (3rd) party to create the relationship of principal and agent or to partnership or of joint venture or of any association between any of the Parties.

20. FORCE MAJEURE

Any time limits provided for any Party's performance under this Agreement shall be extended for and throughout such additional period of time as such performance is prevented or delayed due to strikes, lockouts or acts of government not caused by such Party, unlawful or unpermitted acts of the other Party, acts of God, wars, riots, terrorist activity, civil insurrection or abnormal force of elements or other causes beyond the Party's reasonable control.

21. ADDITIONAL DOCUMENTS

Each Party will, whenever and as often as requested by any other Party, execute or cause to be executed estoppel certificates and all such instruments or agreements as may be reasonably necessary in order to carry out the purpose of this Agreement, and each Party shall do all other acts necessary or requested by any other Party to carry out the intent and purpose of this Agreement.

22. APPROVALS AND CONSENTS

Unless otherwise provided herein, whenever the approval or consent of a Party hereto is required, such consent or approval shall not be unreasonably withheld or delayed.

23. EXHIBITS

Each exhibit referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an executed original and all of which together shall constitute one and the same instrument.

25. RECORDING

Following with the execution hereof, Charter Declarant shall record this Agreement in the public records of Clark County, Nevada.

IN WITNESS WHEREOF, this Private Roadway Construction Agreement is executed as of the date first written above.

Palmer

Palmer City-Core Union Park Hotel, LLC,
a Nevada limited liability company

By: _____

Print Name: _____

Its: _____

Parcel F Owner

_____,
a _____

By: _____

Print Name: _____

Its: _____

Acknowledge and Agreed to by:

Charter Declarant

City Parkway V, Inc.,
a Nevada non-profit company

By: _____

Print Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of City Parkway V, Inc..

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____ _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Palmer City-Core Union Park Hotel, LLC.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____ _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of _____.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____ _____

EXHIBIT A

Symphony Park Legal Description

EXHIBIT B

Parcel G Legal Description

EXHIBIT C

Parcel F Legal Description

EXHIBIT D

Supplemental Declaration

EXHIBIT E

Performance Standards

The basic dimensions of this Roadway, subject to approval by the City of Las Vegas, shall be 25 to 27 ft (back of ft (back of curb to back of curb) with the remaining 15.5 to 17.5 ft (back of curb to build-to line) on each side to conform to the same standards as that of any other back of curb detail on any non-promenade public street at Symphony Park with the exception that sidewalks will only be required to be 6ft. in width and no street furniture shall be required to be installed by either Party. This Roadway will have the following performance characteristics subject to agreement by both Parties and Charter Declarant:

1. Shall serve as a 24 hour path of travel for cars and trucks entering and exiting both Parcel F and Parcel G in a safe manner. Although the Roadway will be a through street, it is the intention of both Parties to limit the speed at which vehicular traffic moves along such Roadway. In an effort to slow traffic through this area, it is agreed by both Parties that a "traffic pillow" shall be installed somewhere at or about the midpoint of the Roadway. Said pillow will be constructed so as to limit undue truck bounce in an effort to reduce unwanted noise from empty trucks bouncing over. A final design for this pillow will be made a part of the design drawing which will be approved by the Parties and Charter Declarant.

2. Shall serve as a safe path of travel for pedestrians exiting Parcel F and Parel G in an emergency and for limited through block convenience access. As such, a six foot sidewalk shall be placed on at least one side of the drive. The Parcel F Owner agrees to install said sidewalk on Parcel F. Palmer may choose to install or not install sidewalk on Parcel G. In the event Palmer makes the decision to not install sidewalk then landscaping must replace the sidewalk area consistent with the Design Standards as contractually obligated to by the remainder of the Palmer/City Core project.

3. Shall accommodate service trucks being able to "back up" into loading docs fully inside building "build to" lines, as shall be further described on the final design which shall be reasonably approved by the Parties and Charter Declarant. Trucks shall park at the dock in such a position so as to not encroach on either sidewalk or access drive lanes while parked. If one side of the drive has no sidewalk, semi-trailer trucks may encroach into the landscape zone (as described in Section 2 above) for a delivery but may not be parked in this encroachment area for more than four hours at any one time.

4. Shall contain some demarcation in pavement and signage at the entrances to the drive that this is a private and not a public access roadway. Pavement demarcation is to be different from standard asphalt or painted striping. Although standard Symphony Park pavers over a steel reinforced concrete base capable of supporting semi-trailer weights are preferred, other options can be considered.

5. Shall be composed of a driving surface that meets the wear of service truck traffic, and frequent car traffic and can be cleaned on a regular basis. Maintenance of such shall be addressed in the Supplement.

6. Shall incorporate proper lighting, and sidewalks and driveway entrances shall be well lit without being intrusive to residences. Standard street lights and lighted bollards shall not be used but rather standard Symphony Park pedestrian lighting for sidewalks and, if additional lighting is needed at driveway entrances, the use of wall mounted lighting is preferred. Wall mounted fixtures or non-specified pedestrian lighting shall be approved by the UPDRC as part of the final design for the Roadway prior to installation.

7. Shall incorporate storm drainage as required to meet the UP Master Drainage Plan.

8. Shall accommodate for access to utility vaults. Utility vaults must be placed in such a way as to provide maximum conformance to Design Standard landscaping requirements.

9. Shall accommodate access for underground distribution of utilities.

10. Shall provide curbs consistent with typical public streets in Symphony Park.

11. Shall not allow parking or vehicle standing in travel lanes except in the event of a road closure as shall be provided for in the Supplement.

APN NO: _____

WHEN RECORDED, MAIL TO:

CITY PARKWAY V, INC.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: _____

(Space Above Line For Recorder's Use)

SUPPLEMENT TO CHARTER FOR SYMPHONY PARK RELATING TO CONSTRUCTION AND OPERATION OF A PRIVATE ROADWAY

This SUPPLEMENT TO CHARTER FOR SYMPHONY PARK RELATING TO CONSTRUCTION AND OPERATION OF A PRIVATE ROADWAY ("**Supplemental Declaration**") is made as of _____, 200__, by City Parkway V, Inc., a Nevada corporation ("**Charter Declarant**") and PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company ("**Developer**") and SYMPHONY PARK MASTER ASSOCIATION, INC., a Nevada nonprofit corporation (the "**Association**") with reference to the following:

RECITALS:

A. Charter Declarant, by executing and recording that certain Charter for Symphony Park recorded December 16, 2009 in Book 20091216 as Instrument No. 00606 in the Office of the Recorder of Deeds of Clark County, Nevada (as such Charter for Symphony Park may be amended from time to time, the "**Charter**") against the property described in Exhibit "A", has thereby declared that the property described in Exhibit "A" and any additional property made subject to the Charter in the future by amendment or supplement, shall constitute "**Symphony Park**" as referred to in the Charter.

B. The Charter requires that the Property be developed pursuant to a plan for development of Symphony Park as is described in the Union Park Design Standards incorporated into Section 19.06.060 of the City of Las Vegas Municipal Code by Bill No. 20006-08, Ordinance No. 5874 and any amendments and restatements thereto adopted by the Council of the City of Las Vegas, Nevada (the "**Master Plan**").

C. The Master Plan contemplates a mix of integrated and complementary uses within a planned, urban environment, including, without limitation, hotel, residential, office, retail, performing arts and parking uses.

D. The Charter contemplates that the Charter Declarant may create and record additional covenants, restrictions and easements affecting all or a portion of the Property in the form of a Supplement to the Charter.

E. The Charter also contemplates that certain Service Areas may be created which provide certain services, rights and obligations relative to certain Parcels which are not shared with, provided to or borne by all Parcels.

F. Developer has acquired and owns that parcel of property in Symphony Park described on Exhibit "B" (the "**Developer Parcel**").

G. Developer and Declarant have entered into that certain Private Roadway Construction Agreement dated _____, 20__ concurrently with the execution of this Supplemental Declaration (the "**Roadway Agreement**").

H. Developer has or will obtain approval of the Improvements planned for the Developer Parcel pursuant to the Design Standards.

NOW, THEREFORE, The Parties hereby declare that the Developer Parcel and each portion thereof is and shall be owned, conveyed, mortgaged, encumbered, leased, developed, improved, used and occupied subject to this Supplemental Declaration and the limitations, covenants, conditions and restrictions set forth herein, all of which are equitable servitudes and shall run with the title to the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Developer Parcel or any portion thereof, and their respective heirs, successors and assigns and (ii) this Supplemental Declaration is intended to be and constitutes a Supplement to the Charter.

ARTICLE I

DEFINITIONS

When the following words and phrases are used in this Declaration, they will have the meanings given in this Article I and be subject to the terms and limitations set forth in such definitions. Capitalized terms not otherwise defined in this Declaration shall have the definition given to them in the Charter.

"Adjoining Parcel" means that parcel of real property described on Exhibit "C" which adjoins the Developer Parcel.

"Adjoining Parcel Owner" means any Parcel Owner of the Adjoining Parcel other than Charter Declarant.

"Association" is defined in the first paragraph of this Supplement.

"Charter" is defined in Recital A hereof.

"City" means the City of Las Vegas in the State of Nevada, and its various agencies, departments and divisions.

"Charter Declarant" has the meaning in first paragraph of this Supplemental Declaration.

"Design Standards" means the Union Park Design Standards dated November 11, 2006 and adopted by City of Las Vegas Ordinance No. 5875, as amended by Ordinance No. 5974 adopted by the City of Las Vegas on March 5, 2008, as such may be amended from time to time.

"Developer" has the meaning in first paragraph of this Supplemental Declaration.

"Developer Parcel" has the meaning set forth in Recital F.

"Party(ies)" means any of or all of Developer, Charter Declarant and the Association.

"Person" means a natural individual or any entity with the legal right to hold title to real property. When the word "person" is used and is not capitalized, the word only refers to natural persons.

"Private Roadway" means both the Developer Roadway Portion and the Adjoining Parcel Roadway Portion to be constructed on the Developer Parcel.

"Private Roadway Service Area" is defined in Section 3.1.1 below.

"Private Roadway Service Area Committee" is defined in Section 3.1.1 below.

"Roadway Agreement" is defined in Recital G above.

"Special Events" is defined in Section 2.3 below.

"UP Users" means the Parcel Owners and all other permitted users of a Parcel.

ARTICLE II

CONSTRUCTION AND USE OF PRIVATE ROADWAY

2.1 **Construction of Private Roadway**.

Concurrently with the execution of this Supplemental Declaration, Developer and Charter Declarant have entered into the Roadway Agreement pursuant to which the Roadway will be constructed.

2.2 **Rights in Private Roadway**.

2.2.1 **Private Roadway Use**. The Private Roadway is intended for the use of the Developer Parcel and the Adjoining Parcel. Notwithstanding the foregoing, Developer and Charter Declarant agree that the Private Roadway is intended to form part of the overall roadway

and traffic circulation of Symphony Park. As such, Developer and Charter Declarant each hereby grant to each other, each Parcel Owner and all UP Users (subject to Developer's rights to conduct Special Events pursuant to Section 2.2.2 below), a perpetual non-exclusive surface rights easement over the Private Roadway and any sidewalks or pedestrian pathways located along the Private Roadway for pedestrian and vehicular use, except as restricted during Special Events (as defined in Section 2.2.2 below) or any other road closure pursuant to this Supplemental Declaration or the Roadway Agreement, and subject to reasonable rules and regulations as to use, including, but not limited to parking on the Private Roadway. In addition, the Developer and the Charter Declarant grant to the Association a perpetual, non-exclusive surface rights easement over the Private Roadway to perform maintenance and repair of the Roadway and to enforce the terms of this Supplemental Declaration. The easements granted herein are exclusively for the use of the surface of Developer Parcel and Adjoining Parcel and do not extend any air rights or mineral rights over or under the Developer Parcel or Adjoining Parcel as such air and subsurface rights are reserved to the respective owners of the Developer Parcel and Adjoining Parcel. In addition, nothing contained in this Supplemental Declaration shall prevent the owners of the Developer Parcel and Adjoining Parcel from building, mining or performing work under, over, below or above the surface of its respective parcel so long as such building, mining or work does not interfere with or disturb the surface easement rights granted in this Supplemental Declaration and does not otherwise violate the Charter or any other governing documents.

2.2.2 **Special Events**. The Developer or the Adjoining Parcel Owner each from time to time may temporarily close or restrict the Private Roadway or portions of the Private Roadway to accommodate street fairs, festivals, or other similar events (collectively "**Special Events**") (subject to such notice or approval requirements that the City may require). At least ten (10) days prior to the holding of a Special Event, Developer shall notify the Association and the Adjoining Parcel Owner as to the date, time and nature of the Special Event that the Developer seeks to conduct on the Private Roadway, including the hours of closure of the Private Roadway. Developer agrees that all Special Events shall be subject to rules adopted by the Association in connection with the Special Events, including, but not limited to, Rules relating to frequency and length of Special Events, insurance required in connection with the holding of a Special Event, responsibility for security for the Special Event, parking, traffic control, clean-up, debris removal and repair related to a Special Event and a required security deposit to be placed with the Association to secure the Developer's obligations in connection with the holding of a Special Event. All Special Events shall be subject to all other terms and conditions of the Charter. The Association, the Charter Declarant, the Founder, the City or any other agency of the City shall not be required to provide any security services in connection with a Special Event. Developer may also temporarily and from time to time, close the Private Roadway, or portions thereof, for moving maintenance, construction and repair, or for equipment, food or beverage deliveries. Notwithstanding any provision to the contrary contained herein, in the event of a road closure due to a special Event (as defined in this Section 2.2.2. above) or any other road closure pursuant to this Supplemental Declaration or the Roadway Agreement, access for ingress and egress to and from the Private Roadway and the Developer Parcel or Adjoining Parcel, whichever is effected, shall be made available to and for the Developer or Adjoining Parcel Owner, whomever is effected, by the Party who caused such closure and the Parties shall reasonably coordinate the same in good faith. The easements granted pursuant to this

Supplemental Declaration shall be in addition to and do not supersede or modify any rights granted to the Association pursuant to the Charter or any of the other governing document(s).

2.2.3 **Special Event Risk of Loss**. The Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Charter Declarant, the Founder, the Association, the Adjoining Parcel Owner and the City (or any Person that controls, is controlled by, or is under common control with the Charter Declarant, the Founder, the Association, the Adjoining Parcel Owner and the City and any Person that is an owner, a member, a partner, a joint venture partner, or a shareholder of the Charter Declarant, the Founder, the Association, the Adjoining Parcel Owner and the City) and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, in any way arising from or in connection with the holding of a Special Event by Developer on the Private Road.

2.2.4 **Other Retained Rights**. Developer and the Adjoining Parcel Owner shall have full underground rights for the installation of parking garage, storage areas, or shoring under the Private Roadway subject to compliance with all applicable legal and other requirements. Each parcel owner is only afforded this right up to their property line in the center of the private drive, including the installation of any required shoring. The installation of any underground systems must not interfere with the installation or use of any above-ground improvements. All costs associated with any underground parking, storage, or shoring shall be the sole burden of the Party installing such. In the event the private drive is installed prior to the installation of any underground parking, storage, or shoring, the Party installing such will also be responsible for the cost of repairing or restoration of any damage to the Private Roadway caused during construction or caused because of such construction.

2.2.5 **Rules and Regulations**. The Association shall have the right to adopt reasonable rules and regulations governing the Private Roadway Service Area which shall be reviewed and approved by the Developer provided that such approval shall not be unreasonably withheld.

2.2.6 **Private Roadway Alteration**. Developer agrees that it shall not make any modification or alteration to the Private Roadway including, without limitation, the installation of speed bumps, without the prior written consent of the Association or the Adjoining Parcel Owner, which consent may be withheld by the Association or the Adjoining Parcel Owner in its reasonable discretion.

2.2.7 **Private Roadway Parking**. Parking on the Private Roadway shall be prohibited in all instances except in connection with Special Events.

2.2.8 **Noise Control**. Developer and the Adjoining Parcel Owner shall use best commercially reasonable efforts to limit truck and service van noise on their respective Parcels between the hours of 11:00 p.m. and 6:00 a.m. whereby trucks and service vans are not permitted to idle their engines, trucks and service vans will not be permitted to honk their horns, loading and unloading of trucks and service vans will be completed quietly and no garbage collection will occur.

2.2.9 **Non-public Nature of Areas of Private Roadway**. The Private Roadway is (i) privately owned and (ii) intended for the sole use of the Developer, the Adjoining Parcel Owner, UP Users, and the Association. The Private Roadways are not open to public use and are not public forums. The Association and the Developer have the right to exclude and remove any persons not permitted to be on the Private Roadway.

ARTICLE III

PRIVATE ROADWAY SERVICE AREA

3.1 **Maintenance of Private Roadway**.

3.1.2 **Private Roadway Maintenance**. The Association shall maintain and repair the Private Roadway as an Area of Common Responsibility. All costs of the maintenance and repair of the Private Roadway, including, without limitation, a reserve for the repair and replacement of the Private Roadway, liability insurance related to the Private Roadway and a reasonable administrative charge the Board deems appropriate, shall be Common Expenses of Symphony Park.

3.2 **Association Maintenance Standard**.

3.2.1 **Community Standard**. The Association agrees to maintain the Private Roadway to the Community Standard, provided that all such costs shall be a Service Area Expense of the Private Roadway Service Area.

3.2.2 **Non-Responsibility**. Except as may be required in connection with Special Events, the Parties agree that none of the Parties shall be required to provide any traffic control or traffic safety devices to the Private Roadway.

ARTICLE IV

COMPLIANCE AND ENFORCEMENT

4.1 **Association Enforcement**.

4.1.1 The terms and conditions of this Supplemental Declaration shall be enforceable by the Association pursuant to the terms and conditions of the Charter and the other Governing Documents. The Association shall have all rights, powers and authority granted to it pursuant to "Chapter 8 – Compliance and Enforcement" of the Charter in enforcing this Supplemental Declaration.

4.2 **Developer and Adjoining Parcel Owner Enforcement**.

4.2.2 **Developer Enforcement**. The Parties agree that the terms and conditions of this Supplemental Declaration may be enforceable by the Developer to the extent the Association fails to maintain the Private Roadway to the Community Standard or otherwise perform its obligations under this Supplemental Declaration.

4.2.4 **Costs of Enforcement**. In any action by Developer to enforce the terms of this Supplemental Declaration, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

ARTICLE V

GENERAL

5.1 **Interpretation**. This Supplemental Declaration is intended by the Parties to be a Supplement to the Charter and be part of the Governing Documents and subject to all of the terms and conditions of the Charter and the other Governing Documents. In the event of (i) any conflicts between this Declaration and the Charter, the terms of this Supplemental Declaration shall control.

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration as of the date first written above.

CITY PARKWAY V, INC, a Nevada corporation

By_____
Elizabeth N. Fretwell, President

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____
Date

PALMER CITY-CORE UNION PARK HOTEL, LLC, a Nevada limited liability company

BY: Mill Creek Hospitality LLC, a Managing Member

By:_____
Charles R. Palmer, Manager

BY: City-Core Hospitality, LLC, a Managing Member

By: City-Core Development, Inc., its Manager

By:_____
Richard H. Kaufman, President

SYMPHONY PARK MASTER ASSOCIATION, a Nevada nonprofit corporation

By: _____
Name: _____
Title: President

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of City Parkway V, Inc.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of Palmer City-Core Union Park Hotel, LLC.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of Symphony Park Master Association, Inc., a Neva nonprofit corporation.

_____

Signature:_____

Title and Rank:_____

My Commission Expires:_____

EXHIBIT A

SYMPHONY PARK

EXHIBIT B

DEVELOPER PARCEL

EXHIBIT C

ADJOINING PARCEL