

**CC&Rs-Declaration**  
**Cadence Residential Community Master Association**

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

APN# (portion) 179-05-301-004, 179-05-501-002  
179-05-502-001 (portion), 160-32-801-004  
(portion)

**Recording Requested by:**

**Name:** First American Title Insurance  
Company National Commercial  
Services

**Address:** When Recorded Return To:  
The Landwell Company  
875 West Warm Springs Road

**City/State/Zip:** Henderson, NV 89011

**Order Number:** 619296-A

**Inst #: 201312020002636**

**Fees: \$128.00**

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

**12/02/2013 02:58:41 PM**

**Receipt #: 1859586**

**Requestor:**

**FIRST AMERICAN TITLE NCS LA**

**Recorded By: MSH Pgs: 112**

**DEBBIE CONWAY**

**CLARK COUNTY RECORDER**

RE-RECORD MASTER  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
AND RESERVATION OF  
EASEMENTS FOR CADENCE  
RESIDENTIAL COMMUNITY  
201311270001762 TO CORRECT  
EXHIBIT "D" LEGAL DESCRIPTION  
(Title of Document)

(for Recorder's use only)

**Recorder Affirmation Statement**

**Please complete Affirmation Statement below:**

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**-OR-**

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

*A. Dion*  
Signature

*Escrow Officer*  
Title

*A. Dion*  
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

APN# (portion) 179-05-301-004, 179-05-501-002  
179-05-502-001 (portion), 160-32-801-004  
(portion)

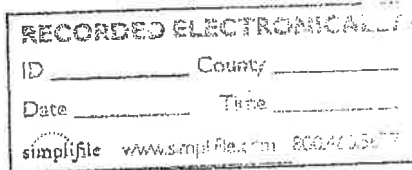
**Recording Requested by:**

**Name:** First American Title Insurance  
Company National Commercial  
Services

**Address:** When Recorded Return To:  
The Landwell Company  
875 West Warm Springs Road

**City/State/Zip:** Henderson, NV 89011

**Order Number:** 619296-A



RE-RECORD MASTER  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
AND RESERVATION OF  
EASEMENTS FOR CADENCE  
RESIDENTIAL COMMUNITY  
201311270001762 TO CORRECT  
EXHIBIT "D" LEGAL DESCRIPTION  
(Title of Document)

(for Recorder's use only)

**Recorder Affirmation Statement**

**Please complete Affirmation Statement below:**

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**-OR-**

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

*A. Dion*  
Signature

*Escrow Officer*  
Title

*A. Dion*  
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

108C

APN: 179-05-301-004 (portion)  
179-05-501-002  
179-05-502-001 (portion)  
160-32-801-004 (portion)

Inst #: 201311270001762  
Fees: \$124.00  
N/C Fee: \$25.00  
11/27/2013 09:43:18 AM  
Receipt #: 1856617  
Requestor:  
THE LANDWELL COMPANY  
Recorded By: ANI Pgs: 108  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

The LandWell Company  
875 West Warm Springs Road  
Henderson, NV 89011  
Attn: President

**MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
CADENCE RESIDENTIAL COMMUNITY**

**AFFIRMATION STATEMENT:**

*As required by NRS 239B.030, by execution of this Declaration, the undersigned Declarant hereby affirms that the attached Declaration, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.*

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs



## TABLE OF CONTENTS

### ***PART ONE: INTRODUCTION TO THE COMMUNITY***

<b>Article 1. Creation of the Community .....</b>	<b>1</b>
1.1 Introduction.....	1
1.2 Purpose and Intent.....	1
1.3 Master Association.....	2
1.4 The Act.....	2
1.5 Governing Documents; Conflicts.....	2
<b>Article 2. Concepts and Definitions .....</b>	<b>3</b>
2.1 "Act".....	3
2.2 "Apartment" .....	3
2.3 "Area of Common Responsibility" .....	3
2.4 "Articles" .....	3
2.5 "Assessment" .....	3
2.6 "Base Assessment" .....	3
2.7 "Board of Directors" or "Board" .....	3
2.8 "Builder" .....	3
2.9 "Bylaws" .....	3
2.10 "Carriage Unit".....	3
2.11 "City".....	3
2.12 "Cadence Residential Community" .....	4
2.13 "Collection Policy" .....	4
2.14 "Commercial Components".....	4
2.15 "Commercial Component Owners" .....	4
2.16 "Common Elements" .....	4
2.17 "Common Expenses".....	4
2.18 "Community Involvement Plan" .....	5
2.19 "Community-Wide Standard" .....	5
2.20 "Construction Penalty" .....	5
2.21 "County" .....	5
2.22 "Custom Lots" .....	5
2.23 "Declarant" .....	5
2.24 "Declarant Advance" .....	5
2.25 "Declarant Control Period" .....	5
2.26 "Declarant Rights Period" .....	6
2.27 "Design Guidelines" .....	6
2.28 "Development Agreement" .....	6
2.29 "Development Standards" .....	6
2.30 "Director" .....	6
2.31 "CDRC".....	6
2.32 "Dwelling" .....	6
2.33 "Emergency Services Vehicle" .....	7
2.34 "Family" .....	7
2.35 "Governing Documents" .....	7
2.36 "Improvement" .....	7
2.37 "Invitees" .....	7
2.38 "Law Enforcement Vehicle" .....	7

2.39	"Lot" .....	7
2.40	"Manager" .....	7
2.41	"Master Association" .....	7
2.42	"Master Plan" .....	7
2.43	"Maximum Number of Lots" .....	7
2.44	"Member" .....	8
2.45	"Mixed-Use Lot" .....	8
2.46	"Mortgage" .....	8
2.47	"Multi-Family Lot" .....	8
2.48	"Neighborhood" .....	8
2.49	"Neighborhood Assessments" .....	9
2.50	"Neighborhood Association" .....	9
2.51	"Neighborhood Common Elements" .....	9
2.52	"Neighborhood Expenses" .....	9
2.53	"Notice and Hearing" .....	9
2.54	"Officer" .....	9
2.55	"Owner" .....	9
2.56	"Person" .....	9
2.57	"Planned Community" .....	9
2.58	"Prime Rate" .....	10
2.59	"Private Amenities" .....	10
2.60	"Property" .....	10
2.61	"Purchaser" .....	10
2.62	"Record," "Recording," "Recordation," or "Recorded" .....	10
2.63	"Requisite Membership Percentage" .....	10
2.64	"Requisite Neighborhood Percentage" .....	10
2.65	"Resident" .....	10
2.66	"Residential Lot" .....	10
2.67	"Rules and Regulations" .....	11
2.68	"Special Assessment" .....	11
2.69	"Specific Assessment" .....	11
2.70	"Subdivision Map" .....	11
2.71	"Subsidy Agreement" .....	11
2.72	"Supplemental Declaration" .....	11
2.73	"Utility Services Vehicle" .....	11
2.74	Additional Defined Terms .....	11
<b>Article 3. Use and Conduct .....</b>		<b>13</b>
3.1	Framework for Regulation .....	13
3.2	Rule Making Authority .....	14
3.3	Owners' Acknowledgment and Notice to Purchasers .....	14
3.4	Protection of Owners and Others .....	14
3.5	Use Restrictions .....	15
<b>Article 4. Architecture and Landscaping .....</b>		<b>24</b>
4.1	General .....	24
4.2	Architectural Review .....	24
4.3	Guidelines and Procedures .....	25
4.4	No Waiver of Future Approvals .....	28
4.5	Variances .....	28

4.6	Limitation of Liability .....	29
4.7	Certificate of Compliance .....	29
4.8	Cure of Nonconforming Work; Enforcement .....	29
<b>Article 5. Maintenance and Repair .....</b>		<b>30</b>
5.1	Maintenance of Lots and Private Amenities .....	30
5.2	Maintenance of Neighborhood Property .....	30
5.3	Responsibility for Repair and Replacement .....	30
<b>Article 6. The Master Association and its Members .....</b>		<b>31</b>
6.1	Function of The Master Association .....	31
6.2	Membership .....	31
6.3	Membership Classes and Voting Rights .....	32
6.4	Neighborhoods .....	32
6.5	Declarant Reservation of Right to Notice and Participate .....	33
<b>Article 7. Master Association Powers and Responsibilities .....</b>		<b>34</b>
7.1	Acceptance and Control of The Master Association Property .....	34
7.2	Maintenance of Area of Common Responsibility; Maintenance of Exterior of Dwellings; .....	34
7.3	Insurance .....	36
7.4	Compliance and Enforcement .....	39
7.5	Implied Rights; Board Authority .....	41
7.6	Indemnification of Officers, Directors and Others .....	41
7.7	Security .....	42
7.8	Powers of the Master Association Relating to Neighborhood Associations .....	42
7.9	Provision of Services .....	42
7.10	Relations with Other Property; Entities .....	43
7.11	Community Involvement Plan .....	43
<b>Article 8. Master Association Finances .....</b>		<b>43</b>
8.1	Levy and Allocation of Base Assessments .....	43
8.2	Budgeting and Allocating Common Expenses .....	44
8.3	Budgeting and Allocating Neighborhood Expenses .....	45
8.4	Budgeting for Reserves .....	46
8.5	Special Assessments .....	46
8.6	Specific Assessments .....	47
8.7	Authority To Assess Owners; Time of Payment .....	47
8.8	Personal Obligation for Assessments .....	48
8.9	Lien for Assessments .....	48
8.10	Exempt Property .....	49
8.11	Capitalization of Master Association .....	50
8.12	Subsidy Agreements and Declarant Advances .....	50
8.13	Administrative Transfer Fee .....	51
8.14	Statement of Demand .....	51
<b>Article 9. Expansion of the Community .....</b>		<b>51</b>
9.1	Expansion by Declarant .....	51
9.2	Expansion by the Master Association .....	52
9.3	Additional Covenants and Easements .....	53
9.4	Effect of Filing Supplemental Declaration .....	53

<b>Article 10. Additional Rights Reserved to Declarant .....</b>	<b>53</b>
10.1 Withdrawal of Property .....	53
10.2 Marketing and Sales Activities .....	53
10.3 Right To Develop .....	53
10.4 Right To Approve Additional Covenants .....	54
10.5 Right To Approve Changes in Standards .....	54
10.6 Right To Merge or Consolidate the Master Association .....	54
10.7 Right To Appoint and Remove Directors During Declarant Control Period .....	54
10.8 Right To Designate Sites for Governmental and Public Interests .....	54
10.9 Right To Transfer or Assign Declarant Rights .....	54
10.10 Easement to Inspect and Right to Correct .....	54
10.11 Exclusive Rights To Use Name of Development .....	55
10.12 Reservation of Rights Relating to Provision for Telephone/Cable Services .....	55
10.13 Equal Treatment .....	55
10.14 Other Rights .....	56
10.15 Exemption of Declarant .....	56
10.16 Termination of Rights .....	56
<b>Article 11. Easements .....</b>	<b>57</b>
11.1 Easements in the Common Elements .....	57
11.2 Easements of Encroachment and Maintenance .....	58
11.3 Easements for Utilities, Etc .....	58
11.4 Easements To Serve Additional Property .....	59
11.5 Easements for Maintenance, Emergency and Enforcement .....	59
11.6 Easements for Private Amenities .....	60
11.7 Easement for Special Events .....	60
11.8 Easements for Lake and Pond Maintenance and Flood Water .....	60
11.9 Easements for Cross-Drainage .....	60
11.10 Rights to Stormwater Runoff, Effluent and Water Reclamation .....	60
11.11 Easements for Parking; Easements for Vehicular and Pedestrian Traffic .....	61
11.12 Easements for Public Service Use .....	61
11.13 Easement to Perform Testing .....	61
<b>Article 12. Custom Lots .....</b>	<b>62</b>
12.1 General; Supplemental Declaration .....	62
12.2 Additional Design Guidelines .....	62
12.3 Commencement and Completion of Construction on Custom Lots .....	62
<b>Article 13. Neighborhood Common Elements .....</b>	<b>66</b>
13.1 Purpose .....	66
13.2 Designation .....	66
13.3 Use by Others .....	66
<b>Article 14. Party Walls and Other Shared Structures .....</b>	<b>66</b>
14.1 General Rules of Law to Apply .....	66
14.2 Maintenance; Damage and Destruction .....	66
14.3 Right to Contribution Runs With Land .....	67
14.4 Disputes .....	67
<b>Article 15. Private Amenities .....</b>	<b>67</b>
15.1 General .....	67

15.2	Conveyance of Private Amenities .....	67
15.3	View Impairment .....	67
15.4	Cost Sharing .....	68
15.5	Rights of Access and Parking .....	68
15.6	Limitations on Amendments .....	68
15.7	Jurisdiction and Cooperation .....	68
<b>Article 16. Dispute Resolution and Limitation on Litigation .....</b>		<b>69</b>
16.1	Consensus for Master Association Litigation .....	69
16.2	Alternative Method for Resolving Disputes .....	69
16.3	Claims .....	69
16.4	Mandatory Procedures .....	70
16.5	Declarant's Right to Repair .....	71
16.6	Arbitration .....	71
16.7	Allocation of Costs of Resolving Claims .....	72
16.8	Enforcement of Resolution .....	72
16.9	Attorneys' Fees .....	72
<b>Article 17. Mortgagee Provisions .....</b>		<b>72</b>
17.1	Notices of Action .....	72
17.2	No Priority .....	73
17.3	Notice to Master Association .....	73
17.4	Failure of Mortgagee To Respond .....	73
<b>Article 18. Commercial Components .....</b>		<b>73</b>
18.1	General; Disclaimers .....	73
18.2	Conveyance of Commercial Components .....	73
18.3	View Impairment .....	74
18.4	Payments of Reasonable Amounts by Commercial Components .....	74
18.5	Architectural Control .....	75
18.6	Disclosures .....	75
18.7	Further Limitations on Amendments .....	75
18.8	Jurisdiction and Cooperation .....	75
<b>Article 19. Changes in Ownership of Lots .....</b>		<b>76</b>
19.1	Notice to Master Association .....	76
19.2	Imposition and Collection of Transfer Fees .....	76
<b>Article 20. Changes in the Common Elements .....</b>		<b>77</b>
20.1	Condemnation .....	77
20.2	Partition .....	78
20.3	Transfer or Dedication of the Common Elements .....	78
<b>Article 21. Amendment of Declaration .....</b>		<b>78</b>
21.1	By Declarant .....	78
21.2	By Members .....	78
21.3	Consent of Declarant Required for Certain Amendments .....	79
21.4	Validity, Effective Date, and Conflicts .....	79
21.5	Exhibits .....	79
<b>Article 22. Additional Disclosures, Disclaimers and Releases .....</b>		<b>79</b>
22.1	General Disclosures and Disclaimers Regarding Private Amenities .....	79

22.2	Disclosures and Disclaimers of Certain Other Matters .....	80
22.3	Disclosures and Disclaimers of Environmental Matters .....	84
22.4	Releases.....	86
<b>Article 23. General Provisions.....</b>		<b>86</b>
23.1	No Public Right or Dedication.....	86
23.2	Compliance with the Act.....	86
23.3	No Representations or Warranties.....	86
23.4	Invalidity .....	86
23.5	Constructive Notice and Acceptance .....	86
23.6	Binding Effect .....	87
EXHIBIT "A"	- Master Plan Site Illustration	
EXHIBIT "B"	- Land Initially Submitted	
EXHIBIT "C"	- Land Constituting a Portion of the Initial Common Elements	
EXHIBIT "D"	- Land Subject to Annexation	
EXHIBIT "E"	- Land Constituting the Commercial Components, NOT A PART OF CADENCE RESIDENTIAL COMMUNITY	
EXHIBIT "F"	- Industrial Complex – Site Plan	
EXHIBIT "G"	- Storage Site - Illustration	

**MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS  
FOR CADENCE RESIDENTIAL COMMUNITY**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CADENCE RESIDENTIAL COMMUNITY ("Declaration"), is made November 25, 2013, by THE LANDWELL COMPANY, L.P., a Delaware limited partnership ("Declarant"). Capitalized terms used herein shall have the meaning set forth in Article 2.

**PART ONE: INTRODUCTION TO THE COMMUNITY**

*Declarant has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the residential areas of the Planned Community as a master planned community.*

**Article 1.  
Creation of the Community**

1.1 Introduction. The Planned Community is a master planned community located in the City, which is intended to include both residential developments (single family and multi-family) and commercial developments (including office, retail, and gaming). The master planned community is subject to the provisions of the Development Agreement between Declarant and the City which establishes a comprehensive plan for the development of the master planned community. The development of the master planned community is further subject to the provisions of the Development Standards prepared by Declarant and approved by the City. The Declarant's proposed plan for development of the Cadence Residential Community as set forth in the Development Agreement and Development Standards constitute the "Master Plan." An illustration of the real property included in the Master Plan is attached hereto as Exhibit "A". However, the Declarant is not obligated to submit all of the real property described in the Master Plan to this Declaration. In addition, the Declarant may submit property to this Declaration that is not described in the Master Plan.

Declarant has established a master association for the residential developments in the Planned Community, which residential developments are collectively referred to herein as the Cadence Residential Community. The Cadence Residential Community will consist of a number of separate subdivisions which may be built by different homebuilders. Each of these separate subdivisions is referred to in this Declaration as a Neighborhood Association. A Neighborhood may or may not be governed by a separate Neighborhood Association, and may or may not have Neighborhood Common Elements or be provided special services. The intent of this Declaration is to provide for communications between the Master Association and the Owners through the Neighborhoods and the Neighborhood Associations, if any.

The commercial developments in the Planned Community are referred to herein as the Commercial Components. Except as otherwise provided in Article 18 below, this Declaration will not govern the commercial developments in the Planned Community.

1.2 Purpose and Intent. The real property described in Exhibit "B" is the first phase within the Cadence Residential Community. As the owner of the real property described in Exhibit "B," Declarant intends by Recording this Declaration to create a general plan of development for all portions

of the Cadence Residential Community now or hereafter made subject to this Declaration. This Declaration provides a flexible and reasonable procedure for the future expansion of the Cadence Residential Community to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance, and preservation of the real property now and hereafter comprising the Cadence Residential Community. The Cadence Residential Community is initially deemed to contain 550 residential dwellings under Section 8.1(a)(1) hereof, and Declarant anticipates that the Cadence Residential Community may include up to approximately 2,200 acres containing up to 16,000 residential dwellings, including Custom Lots and/or Mixed-Use Lots. The term "Property" is used in this Declaration to refer to all of the real property from time to time subject to this Declaration.

1.3 Master Association. An integral part of the development plan is the creation of Cadence Residential Community Master Association, a Nevada non-profit corporation, as an association comprised of all owners of real property in the Cadence Residential Community, to own and/or control, operate, and maintain various Common Elements and community improvements within or benefiting the Cadence Residential Community, and to administer and enforce this Declaration and the other Governing Documents.

1.4 The Act. This document is prepared pursuant to the Nevada Common-Interest Ownership Act, NRS 116.1101, et seq., and establishes a "planned community" as defined therein.

1.5 Governing Documents; Conflicts. The Governing Documents create a general plan of development for the Cadence Residential Community which may be supplemented by additional covenants, restrictions and easements applicable to particular Neighborhoods. The Governing Documents shall be construed to be consistent with one another to the extent possible. If there exists any irreconcilable conflicts or inconsistencies among the Governing Documents, then the terms and provisions of this Declaration shall prevail (unless and to the extent only that any provision of the Declaration fails to comply with any applicable provisions of the Act), and thereafter the Articles shall prevail over the Bylaws, the Design Guidelines and the Rules. In the event of a conflict between or among the Governing Documents and any such additional covenants, conditions, or restrictions, and/or provisions of any other articles of incorporation, bylaws, rules, or policies governing any Neighborhood, the terms of the Governing Documents shall control; provided however, that nothing in this Section shall preclude any Supplemental Declaration or other Recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration. Each Neighborhood Association will be responsible for enforcing the covenants, conditions, restrictions, and other instruments applicable to its Neighborhood (including this Declaration), unless the Master Association determines that enforcement of this Declaration by the Neighborhood Association is not in accordance with the Community Wide Standard. The Master Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments applicable to any Neighborhood. If, however, there are conflicts among any of the Governing Documents and the Development Agreement and/or the Development Standards, then the Development Agreement and the Development Standards (in that order) shall control.

The Governing Documents shall be enforceable by Declarant; any Builder, the Master Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, by any means available at law or in equity, subject to the provisions of Article 16, if applicable, and subject to the provisions of the Governing Documents that describe or limit how the Governing Documents may be enforced. In most cases the Board of Directors of the Master Association will be responsible for enforcing the Governing Documents.



## Article 2. Concepts and Definitions

The capitalized terms used in the Governing Documents shall be defined as set forth below. Other terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise defined in the Act.

2.1 "Act": The Nevada Common-Interest Ownership Act set forth in NRS Chapter 116, as it may be amended from time to time.

2.2 "Apartment": Each individual single family dwelling unit located within a building or structure or portion of a building or structure situated upon a Multi-Family Lot.

2.3 "Area of Common Responsibility": The Common Elements, together with such other areas, if any, for which the Master Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contracts, or agreements.

2.4 "Articles": The Articles of Incorporation of Cadence Residential Community Master Association, as filed with the Nevada Secretary of State.

2.5 "Assessment": Each and all of the Base Assessments, Neighborhood Assessments, Special Assessments, and Specific Assessments, as applicable.

2.6 "Base Assessment": Assessments levied on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of the Cadence Residential Community. Each and all of the Neighborhood Assessments, Special Assessments, and Specific Assessments, as applicable, are in addition to Base Assessments.

2.7 "Board of Directors" or "Board": The body responsible for administration of the Master Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Nevada corporate law and as the executive board under the Act.

2.8 "Builder": Any Person now or hereafter designated by Declarant, who purchases one or more Lots for the purpose of constructing Improvements for later sale to consumers, or who purchases one or more parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business.

2.9 "Bylaws": The Bylaws of Cadence Residential Community Master Association, as may be amended from time to time.

2.10 "Carriage Unit": A structure on a Residential Lot that is detached from the principal Dwelling, designed for separate occupancy which contains a kitchen and has been issued a separate mailing address with the approval of the City. From and after the date that a Carriage Unit is established on a Residential Lot (regardless of whether the Carriage Unit is occupied), the Residential Lot shall be assessed one and one-half (1½) Assessment Share for the purposes of allocating the Base Assessment assessed against such Residential Lot under Section 8.1 of this Declaration but not for the purpose of allocating voting rights under Section 6.3 of this Declaration.

2.11 "City": City of Henderson, Nevada, together with its successors and assigns.

2.12 "Cadence Residential Community": The residential developments in the Planned Community which now or hereafter are made subject to this Declaration as a residential common interest community under the Act.

2.13 "Collection Policy": The policy for the Master Association concerning the collection of fees, fines, assessments, or costs imposed against Owners adopted by the Board of Directors in compliance with NRS 116.31151(4), as such policy may be amended from time to time.

2.14 "Commercial Components": The real property described in Exhibit "E", as may hereafter be supplemented by Declarant from time to time pursuant to a Supplemental Declaration. The Commercial Components do not comprise part of the Property encumbered by this Declaration or part of the Cadence Residential Community, but the Commercial Component Owners shall be required to pay the Master Association certain amounts for the use and enjoyment of the Common Elements, as set forth in Article 18. The Commercial Components are **NOT A PART** of the Common Elements, **NOT A PART** of the Property, **NOT A PART** of the Cadence Residential Community and (although obligated to make periodic payments as set forth in Article 18) are not subject to Assessments under this Declaration.

2.15 "Commercial Component Owners": One or more Persons (including Declarant) who hold the record title to any part of the Commercial Components, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The term shall include sellers under executory contracts of sale but shall exclude Mortgagees.

2.16 "Common Elements": All (i) real property, other than Lots, owned or leased by the Master Association, which may include sidewalks, landscaping areas, alleyways, and open space areas; (ii) real property over which the Master Association holds any interest for the use and enjoyment of the Owners, which may include easements designated on the Subdivision Maps as access and ingress/egress easements, as pedestrian/bike trails or access corridor easements, as landscape easements, as public utility easements, as drainage and/or municipal utility easements, and any other such easements; (iii) any water reclamation system or facilities constructed by Declarant to serve the Cadence Residential Community; (iv) any personal property owned by the Master Association for the use and enjoyment of the Owners; and (v) any other property owned or held by the Master Association for the use and enjoyment of the Owners including, but not limited to, entry monumentation, street lights, street signs, curbs and gutters, landscaping and all perimeter walls or fences Declarant constructs surrounding the Property or which separates a Lot from an Area of Common Responsibility. The Common Elements shall initially consist of (a) the real property described on Exhibit "C" attached hereto and incorporated herein by this reference; and (b) the Improvements now or hereafter constructed on the real property described on Exhibit "C".

Notwithstanding the foregoing, all Private Amenities and the Commercial Components are separate and constitute private property, and are **NOT A PART** of the Common Elements, are **NOT A PART** of the Property and are **NOT A PART** of the Cadence Residential Community.

2.17 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Master Association for the general benefit of the Owners, including: (a) the cost (amortized over such reasonable period as the Board of Directors shall determine together with interest on the unamortized balance at one percent (1%) per annum over the Prime Rate as hereinafter defined) of any capital improvements that reduce other operating expenses or costs, that are required under any governmental law or regulation, or that are otherwise approved by the Board of Directors and to the extent expressly required under this Declaration, the consent of the Owners; (b) the funding of adequate

reserves for repairs, replacements or additions to the Common Elements and other Areas of Common Responsibility; (c) use and consumption fees for services and facilities contracted for by the Master Association pursuant to Section 7.9 of this Declaration; (d) all expenses, fees and other charges imposed upon the Master Association by any governmental entity because the Cadence Residential Community is a common interest community pursuant to the Act; (e) all expenses, fees and other charges incurred by the Master Association in connection with the dissemination of news and/or information to the Owners and/or such other community building activities; and (f) such other expenses as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.18 "Community Involvement Plan": That certain Community Involvement Plan made by Declarant and Basic Remediation Company dated as of February 6, 2008, as may hereafter be amended or supplemented. The Community Involvement Plan is designed to facilitate reasonable notification to Owners, regarding Declarant's restoration and development plans relating to the real property described in the Community Involvement Plan and access to information relating thereto.

2.19 "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standards may contain both objective and subjective elements and are initially established to be the minimum standards set forth in the Development Standards, this Declaration, the Design Guidelines, and/or the Rules and Regulations. The Community-Wide Standard may evolve as development progresses and as the needs and demands of the Cadence Residential Community change.

2.20 "Construction Penalty": A penalty assessed on a Custom Lot by the Master Association due to the failure of an Owner to comply with the time limitations set forth in Section 12.3 of this Declaration relating to the commencement and completion of the construction of a Dwelling and other Improvements on a Custom Lot. Construction Penalties shall be enforceable as a Specific Assessment against the violating Owner's Custom Lot.

2.21 "County": County of Clark, State of Nevada.

2.22 "Custom Lots": Those Residential Lots, as shown on a Subdivision Map, within a designated Custom Lot Neighborhood, in which each such lot is intended to be conveyed to an Owner, for construction by the Owner of a custom home subject to design and architectural requirements of Declarant for custom homes where the Owner of such Custom Lot is not Declarant or a Builder.

2.23 "Declarant": The LandWell Company, L.P., a Delaware limited partnership, or any successor or assign who takes title to any portion of the property described in Exhibit "B" or "D" for the purpose of development and/or sale and who is designated as Declarant in a Recorded assignment executed by the immediately preceding Declarant (but excluding any "purchaser" as defined under the Act).

2.24 "Declarant Advance": Funds advances by Declarant to the Master Association of the type described in Section 8.12(b) of this Declaration.

2.25 "Declarant Control Period": The period of time during which the Declarant is entitled to appoint and remove the entire Board of Directors, or a majority thereof. The Declarant Control Period shall terminate upon the first to occur of the following:

(a) 60 days after Declarant has conveyed 75% of the Maximum Number of Lots to Owners other than Builders; or

(b) five years after Declarant and all Builders have ceased to offer Lots for sale in the ordinary course of business; or

(c) five years after any right to add all or any portion of the property described on Exhibit "D" under Article 9 was last exercised by Declarant; or

(d) when, in its discretion, Declarant so determines and declares in a Recorded instrument.

2.26 "Declarant Rights Period": The period of time during which Declarant (or any of its affiliates) owns or has the right to acquire any part of the property subject to this Declaration or which may be added to this Declaration by annexation in accordance with Section 9.1, and during which period of time, Declarant has reserved certain rights as set forth in this Declaration.

2.27 "Design Guidelines": The architectural, design and construction guidelines and application and review procedures applicable to the Property, adopted pursuant to Article 4 (if any), as they may be amended, which govern new construction and modifications to the real property in the Cadence Residential Community, including structures, signage, landscaping, and other items. The Design Guidelines are intended to supplement the Master Plan and may not conflict with the provisions of either the Development Agreement or the Development Standards, provided however, that the Design Guidelines may contain provisions which are more restrictive than those contained in the Development Agreement or the Development Standards.

2.28 "Development Agreement": The Development Agreement between the City of Henderson and Declarant dated October 2, 2007 and Recorded, as amended pursuant to that certain First Amendment dated as of November 14, 2011, as may hereafter be amended and/or supplemented in accordance with the terms thereof. As used herein, the term Development Agreement shall include all exhibits, schedules, addenda and other attachments thereto.

2.29 "Development Standards": Those certain LandWell 2200 Development Standards dated October, 17, 2011 prepared by Design Workshop and Dahlin Group Architecture Planning, and approval by the City as may hereafter be amended or supplemented with the approval of the City Planning Department. As used herein, "Development Standards" shall include those master sign standards now or hereafter prepared by Declarant and approved by the City, as well as all other exhibits, schedules, addenda and other attachments thereto.

2.30 "Director": A duly appointed or elected and current member of the Board of Directors.

2.31 "CDRC": The Cadence Design Review Committee, if any, created pursuant to Section 4.2 of this Declaration; provided, however, that until the Cadence Design Review Committee is created, to the extent the context permits, each reference to the CDRC shall mean and refer to the Declarant and or its designees then serving as the Reviewer (as defined in Section 4.2(c) hereof) under Article 4.

2.32 "Dwelling": A single Family detached residential building located on a Residential Lot (or, in a condominium, a condominium unit) designed and intended for use and occupancy as a residence

by a single Family, but specifically excluding "manufactured housing" or mobile homes, neither of which shall be permitted as Dwellings.

2.33 "Emergency Services Vehicle": A vehicle owned by a governmental agency or political subdivision of the State of Nevada and identified by the entity which owns the vehicle as a vehicle used to provide emergency services.

2.34 "Family": A group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of natural persons not all so related, but who maintain a common household in a Dwelling, all as subject to and in compliance with all applicable federal and Nevada laws and local health codes and other ordinances.

2.35 "Governing Documents": A collective term referring to this Declaration and any applicable Supplemental Declaration, the Articles, the Bylaws, the Design Guidelines, and the Rules and Regulations, as they may be amended.

2.36 "Improvement": Any structure or appurtenance thereto of every type and kind, whether above or below the land surface, placed in the Property, including, but not limited to, Dwellings and other buildings, walkways, sprinkler or drain pipes, swimming pools, spas and other recreational facilities, carports, garages, roads, driveways, parking areas, hardscape, streetlights, curbs, gutters, walls, perimeter walls, fences, screening walls, block walls, retaining walls, stairs, decks, landscaping, antennae, hedges, windbreaks, patio covers, railings, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment.

2.37 "Invitees": Each and all of the following: the tenants, guests, agents, contractors, employees, licensees and other invitees of an Owner or Resident.

2.38 "Law Enforcement Vehicle": A vehicle owned by any governmental agency or political subdivision of the State of Nevada and identified by the entity which owns the vehicle as a vehicle used to provide law enforcement services.

2.39 "Lot": A Residential Lot, a Multi-Family Lot, or a Mixed-Use Lot. As defined herein, the term Lot shall not include any part of the Private Amenities or any part of the Commercial Components.

2.40 "Manager": The Person, if any, whether an employee or independent contractor, appointed by the Master Association, acting through the Board, and delegated the authority to implement certain duties, powers or functions of the Master Association as provided in this Declaration.

2.41 "Master Association": Cadence Residential Community Master Association, a Nevada nonprofit corporation, and its successors or assigns.

2.42 "Master Plan": Both and each of (a) the Development Agreement, as may hereafter be amended and/or supplemented in accordance with the terms thereof; and (b) the Development Standards, as may hereafter be amended and/or supplemented in accordance with the terms thereof.

2.43 "Maximum Number of Lots": The maximum number of Lots approved for development within the Cadence Residential Community under the Master Plan, as amended from time to time;

provided, that nothing in this Declaration shall be construed to require Declarant to develop the maximum number of Lots approved. The Maximum Number of Lots is 16,000 Lots.

2.44 "Member": An Owner subject to membership in the Master Association pursuant to Section 6.2. A "Member in Good Standing" refers to a Member whose voting rights have not been suspended in accordance with Section 7.4(a)(2) of this Declaration, who does not have outstanding any fines or assessments more than 30 days past due, or who is not otherwise subject to a sanction by the Board for an unresolved violation of the Governing Documents under Section 7.4.

2.45 "Mixed-Use Lot": A portion of the Property, whether improved or unimproved (other than a Residential Lot, a Multi-Family Lot, Common Elements, Neighborhood Common Elements, and real property dedicated to the public), which may be independently owned and conveyed, and which is intended to be developed as mixed-use units for use and occupancy for residential and/or non-residential purposes. The term "Mixed-Use Lot" shall refer to the land, if any, which is part of a Mixed-Use Lot as well as any Improvements, including any Dwellings, thereon. The boundaries of each Mixed-Use Lot shall be delineated on a Subdivision Map. All Mixed-Use Lots within the Property shall be made subject to a Supplement Declaration setting forth separate and additional covenants, conditions and restrictions approved by Declarant.

2.46 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

2.47 "Multi-Family Lot": A portion of the Property, whether improved or unimproved (other than a Residential Lot, a Mixed-Use Lot, Common Elements, Neighborhood Common Elements, and real property dedicated to the public), which may be independently owned and conveyed, and which is intended to be developed for attached single family residential uses with Apartments, and which is not established as a separate "common-interest community" as defined in the Act. The term "Multi-Family Lot" shall refer to the land, if any, which is part of the Multi-Family Lot as well as any Improvements, including any Apartment, thereon. The boundaries of each Multi-Family Lot shall be delineated on a Subdivision Map. A Multi-Family Lot may be converted to a "for sale" residential condominium use or other "for sale" residential dwellings in accordance with the requirements of Section 3.4(i), and from and after the date that the Supplemental Declaration is Recorded that establishes the Multi-Family Lot as a "common-interest community" in accordance with such Section 3.4(i), the Multi-Family Lot shall cease to be a Multi-Family Lot for all purposes of this Declaration and thereafter each "unit" (as defined in the Act) therein shall be deemed to be a Residential Lot for the purposes of this Declaration, including without limitation, Section 6.3 (membership classes and voting), 8.1 (allocation of Base Assessments) and 8.7 (assessment of Base Assessments).

2.48 "Neighborhood": Any residential area within the Property designated by Declarant as a separate Neighborhood, whether or not governed by a Neighborhood Association, as more particularly described in Section 6.4, created for the purpose of sharing Neighborhood Common Elements, or receiving other benefits or services from the Master Association which are not generally provided to or for the benefit of all Residential Lots within the Cadence Residential Community. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property. If the Master Association provides benefits or services to less than all Residential Lots within a particular Neighborhood, then the benefited Lots shall be subject to an additional Specific Assessment for such benefits or services.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the Bylaws) or Neighborhood Association, if any, having concurrent jurisdiction over the property within the Neighborhood. Neighborhood boundaries may be established and modified as provided in Section 6.4.

2.49 "Neighborhood Assessments": Assessments levied by the Master Association (or a Neighborhood Association, if applicable) uniformly against the Residential Lots in a particular Neighborhood to pay for the Neighborhood Expenses within such Neighborhood, as described in Section 8.3. Neighborhood Assessments are additional to each and all Base Assessments, Special Assessments, and Specific Assessments, as applicable.

2.50 "Neighborhood Association": An owners association, created by Supplemental Declaration, having subordinate, concurrent jurisdiction with the Master Association over any Neighborhood. Nothing in this Declaration shall require the creation of a Neighborhood Association for any Neighborhood.

2.51 "Neighborhood Common Elements": A portion of the Common Elements which shall constitute "limited common elements" under the Act, allocated for the primary or exclusive use and benefit of one or more designated Neighborhoods (but less than the entire Cadence Residential Community), as more particularly described in Article 13; and/or the common elements unique to a Neighborhood which itself is a Neighborhood Association.

2.52 "Neighborhood Expenses": The actual and estimated expenses which the Master Association incurs or expects to incur for the benefit of Owners of Residential Lots within a particular Neighborhood, which shall include a reserve for repairs, replacements or additions to the Neighborhood Common Elements shared by such Neighborhood and which may include a reasonable administrative charge, as may be authorized pursuant to this Declaration or under a Supplemental Declaration.

2.53 "Notice and Hearing": Written notice and an opportunity for a hearing before the Board, at which the Owner concerned shall have the opportunity to be heard in person, or by counsel at the Owner's expense, in the manner further provided in the Bylaws.

2.54 "Officer": A duly elected or appointed and current officer of the Master Association.

2.55 "Owner": One or more Persons (including Declarant and any Builder) who hold the record title to any Residential Lot or Multi-Family Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The term shall include sellers under executory contracts of sale but shall exclude Mortgagees.

2.56 "Person": A natural person, a corporation, a partnership, a trustee, a governmental entity, or any other legal entity.

2.57 "Planned Community": That certain master planned community located in the City of Henderson, Clark County, Nevada, which is more particularly described in the Master Plan, as it may be amended from time to time. Declarant is not obligated to submit all of the real property described in the Master Plan to this Declaration and Declarant may submit property to this Declaration that is not described in the Master Plan.

2.58 "Prime Rate": The per annum rate of interest equal to the "reference rate" publicly announced from time to time by Bank of America National Trust and Savings Association, San Francisco, California (or, in the event of the discontinuance of such rate, a reasonable replacement reference rate determined from time to time by the Master Association).

2.59 "Private Amenities": Certain real property and any Improvements and facilities thereon located adjacent to, in the vicinity of or within the Property, which are or may be publicly owned and operated and/or privately owned and operated by Persons other than the Master Association for recreational, commercial or other purposes, and may include, without limitation, hotel and/or gaming establishment, office facility, retail center, sales center, communication facilities, and club house, if any, which is so located and all related and supporting facilities and Improvements. Private Amenities are **NOT A PART OF** the Property, **NOT A PART OF** the Common Elements, **NOT A PART** of the Cadence Residential Community, and **NOT SUBJECT TO** this Declaration. Private Amenity ownership and/or membership is **NOT A PART OF** and is separate from membership in the Master Association. Membership in and use of the Private Amenities, is subject to approval of the owner of the Private Amenity (which is a body separate from the Master Association or the Board) and payment of separate initiation fees, dues, and other charges as determined by the owner of the Private Amenity. Refer to Article 15, and to the Additional Disclosures and Disclaimers set forth in Article 22, below.

2.60 "Property": The real property described in Exhibit "B," together with such additional property as is subjected to this Declaration in accordance with Article 9. As defined herein, the term Property shall not include any part of the Private Amenities or any part of the Commercial Components.

2.61 "Purchaser": A Person, other than Declarant or a Builder, who by means of a voluntary transfer acquires a legal or equitable interest in a Lot other than a leasehold interest (including options to renew) of less than 20 years, or as security for an obligation.

2.62 "Record," "Recording," "Recordation," or "Recorded": To file, filing, or filed of record in the Official Records of the County Recorder. The date of Recording shall refer to that time at which a document, map, or plat is Recorded.

2.63 "Requisite Membership Percentage": 67% or more of the total aggregate voting power of the Master Association.

2.64 "Requisite Neighborhood Percentage": 67% or more of the total aggregate voting power of those certain Members who are Owners of Lots in the relevant Neighborhood.

2.65 "Resident": Unless otherwise specified in the Governing Documents, shall mean any person who is physically residing in a Dwelling or Apartment on a regular basis, and shall specifically include tenants and lessees.

2.66 "Residential Lot": A portion of the Property, whether improved or unimproved (other than a Multi-Family Lot, a Mixed-Use Lot, Common Elements, any Neighborhood Common Elements, Area of Common Responsibility or any property dedicated to the public), which may be independently owned and is intended for development, use, and occupancy as a Dwelling for a single Family (as shown and separately identified on a Subdivision Map). The term shall mean all interests defined as a "unit" under the Act. The term shall refer to the land, if any, which is part of the Residential Lot as well as any Improvements thereon. In the case of a building within a condominium, each dwelling shall be deemed to be a separate Residential Lot.



2.67 "Rules and Regulations": The restrictions relating to an Owner's use of his or her Residential Lot and conduct of Persons on the Property, as more specifically authorized and provided for in Article 3 and the Act. The Rules and Regulations shall also include the Collection Policy.

2.68 "Special Assessment": Assessments levied in accordance with Section 8.5. Special Assessments are additional to each and all of Base Assessments, Neighborhood Assessments, and Specific Assessments, as applicable.

2.69 "Specific Assessment": Assessments levied against a particular Lot or Lots for expenses incurred or to be incurred by the Master Association in accordance with Section 8.6. Specific Assessments are additional to each and all of Base Assessments, Neighborhood Assessments, and Special Assessments, as applicable.

2.70 "Subdivision Map": Each final subdivision map or parcel map of portions of the Property, as Recorded from time to time, as may be amended and supplemented from time to time of Record.

2.71 "Subsidy Agreement": An agreement of the type described in Section 8.12(a) of this Declaration.

2.72 "Supplemental Declaration": An instrument Recorded pursuant to Article 9 which subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The term shall also refer to an instrument Recorded by Declarant pursuant to Section 6.4.

2.73 "Utility Services Vehicle": Any motor vehicle used in the furtherance of repairing, maintaining or operating any structure or any other physical facility necessary for the delivery of public utility services, including the furnishing of electricity, gas, water, sanitary sewer, telephone, cable or community antenna service and, except for any emergency use, operated primarily within the service area of a utility's subscribers or consumers, without regard to whether the motor vehicle is owned by or leased or rented to the utility.

2.74 Additional Defined Terms: The following terms are defined elsewhere in this Declaration:

- (a) "amendment of Article 18" in Section 18.7;
- (b) "Assessment Share" in Section 8.1;
- (c) "Benefited Property" in Section 15.5;
- (d) "Benefited Property Owner" in Section 15.5;
- (e) "BMI Industrial Complex" in Section 22.2(a)(1);
- (f) "Bound Party" in Section 16.2;
- (g) "Burdened Property" in Section 15.5;

- (h) "business" in Section 3.5(u);
- (i) "Certificate of Occupancy" in Section 12.3(a)(3);
- (j) "Channel" in Section 22.3(f);
- (k) "Chargeable Transfer" in Section 19.2(a)(1);
- (l) "Claimant" in Section 16.4(a);
- (m) "Claims" in Section 16.2;
- (n) "Closure Plan" in Section 22.2(a)(2);
- (o) "Commencement Deadline Date" in Section 12.3(a)(2);
- (p) "Community Involvement Committee" in Section 7.11;
- (q) "Completion of Construction" in Section 12.3(a)(3);
- (r) "Construction Commencement Date" in Section 12.3(a)(2);
- (s) "Conversion" in Section 3.4(i);
- (t) "Designated Co-Owner" in Section 6.3(d);
- (u) "Eligible Holder" in Section 17.1;
- (v) "Emergency Situation" in Section 8.2;
- (w) "EMF" in Section 22.3(b);
- (x) "Family Transfer" in Section 19.2(a)(2);
- (y) "firearms" in Section 3.5(j);
- (z) "Industrial Complex Site" in Section 22.2(a)(1);
- (aa) "Leasing" in Section 3.5(w);
- (bb) "Monitoring Wells" in Section 22.3(g);
- (cc) "Neighborhood Budget" in Section 8.3;
- (dd) "Notice" in Section 16.4(a);
- (ee) "Parties" in Section 16.4(a);
- (ff) "Plans" in Section 4.3(c);

- (gg) "Reasonable Amounts" in Section 18.4(a);
- (hh) "Repurchase Period" in Section 12.3(c);
- (ii) "Respondent" in Section 16.4(a);
- (jj) "Reviewer" in Section 4.2(c);
- (kk) "RIBs" in Section 22.3(i);
- (ll) "Storage Site" in Section 22.2(a)(2);
- (mm) "stored" in Section 3.5(b)(1);
- (nn) "Termination of Mediation" in Section 16.4(b)(iv);
- (oo) "Termination of Negotiations" in Section 16.4(b)(ii)
- (pp) "trade" in Section 3.5(u);
- (qq) "Transfer Date" in Section 12.3(a)(1);
- (rr) "Transfer Fee" in Section 19.2;
- (ss) "Transfer Price" in Section 19.2(a)(3); and
- (tt) "Work" in Section 4.2(a).

## ***PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS***

*The standards for use and conduct, maintenance and architecture within the Cadence Residential Community are what give the community its identity and make it a place that people want to call "home." This Declaration establishes procedures for rulemaking as a dynamic process which allows the community standards to evolve as the Cadence Residential Community changes and grows over time.*

### **Article 3. Use and Conduct**

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property. Within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technologies which inevitably will affect the Cadence Residential Community, its Owners and Residents.

### 3.2 Rule Making Authority.

(a) Authority of Board. Subject to the Governing Documents, the Act and the Board's duty to exercise business judgment and reasonableness on behalf of the Master Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Rules and Regulations. The Board shall send notice to all Owners concerning any proposed action on Rules and Regulations at least ten (10) business days prior to the Board meeting at which such action is to be considered. Such notice shall be sent in the manner provided for in subsection (b) below. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective, after compliance with subsection (b), unless disapproved by the Requisite Membership Percentage or Declarant (during Declarant Rights Period). The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition signed by Members representing at least 10% of the total votes of the Master Association as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section, the proposed action shall not become effective until after such meeting is held, and then shall be subject to the outcome of such meeting.

(b) Notice. The Board shall provide a copy of any proposed new Rule or Regulation or explanation of any modifications to the existing Rules and Regulations to each Owner, with the agenda for each Board meeting at which such action is to be considered or notify the Owners of the location where the new, proposed and/or summary may be obtained or reviewed, and each Owner shall be provided an opportunity to be heard at such Board meeting prior to such action being taken subject to reasonable Board imposed restrictions in accordance with the Bylaws and the Act.

(c) Authority to Change Design Guidelines. Prior to expiration or termination of the Declarant Rights Period (or express delegation by Declarant of its rights under Article 4), neither the Board nor the Master Association shall have any authority to modify, repeal, or expand the Design Guidelines without the approval of the Declarant. In the event of a conflict between the Design Guidelines and the Rules and Regulations, the Design Guidelines shall control.

3.3 Owners' Acknowledgment and Notice to Purchasers. All Owners are given notice that use of their Lots and the Common Elements is limited by the Design Guidelines and the Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this provision and that the Design Guidelines and the Rules and Regulations may change from time to time. All Purchasers are on notice that changes may have been adopted by the Master Association. Copies of the current Design Guidelines and Rules and Regulations may be obtained from the Master Association.

3.4 Protection of Owners and Others. Rules and Regulations shall be subject to and consistent with applicable federal and state laws, applicable health codes and other ordinances, the Declaration, Bylaws, and Design Guidelines, and must be adopted without intent to circumvent or evade the requirements and provisions of any of the foregoing. Additionally, no Rule or Regulation, or any other action by the Master Association or Board shall unreasonably hinder or impede the rights of Declarant and/or Builders to develop the Planned Community in accordance with the rights reserved to the Declarant in this Declaration and the Act and no rule or action by the Master Association shall unreasonably interfere with the use or operation of any Private Amenity or Commercial Components. The Rules and Regulations shall be binding upon all Owners, Residents and Invitees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Master Association by the

vote the Requisite Membership Percentage and by the Declarant (during the Declarant Control Period). The Rules shall be uniformly enforced.

3.5 Use Restrictions. The Property shall be used only for residential, recreational and related purposes (which may include, without limitation, offices for any community manager retained by the Master Association or business offices for Declarant or the Master Association or any Builder) consistent with this Declaration, any Supplemental Declaration and amendments to either. Any Supplemental Declaration or additional declaration or covenants imposed on property within any Neighborhood may impose stricter standards than those contained in this Article. The Master Association, acting through the Board of Directors, shall have standing and the power to enforce such standards.

(a) Signs. No sign of any kind shall be erected within the Property without the prior written consent of the Board of Directors, except (i) entry and directional signs installed by Declarant, (ii) such signs as the Master Association or this Declaration may not lawfully prohibit, and (iii) such signs as may be expressly permitted in the Development Standards, the Design Guidelines and/or the Rules and Regulations, as applicable, provided that such signs comply with all applicable requirements set forth in the Development Standards, the Design Guidelines and/or the Rules and Regulations. If permission is granted to any Person to erect a sign within the Property or if the placement of specified types of signs within the Property may not lawfully be prohibited by the Act, this Declaration or the Master Association, the Board reserves the right to restrict the size, color, lettering and placement of such sign to the fullest extent not prohibited by applicable law. Declarant shall have the right to erect signs as Declarant, in its sole discretion, deems appropriate. Except as provided above or as expressly permitted by applicable laws, no signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted within or outside the Property shall be displayed or posted within the Property by any Person other than Declarant for so long as Declarant (or any of its affiliates) owns or has rights to acquire any part of the property described in Exhibit "B" or "D".

(b) Parking, Prohibited Vehicles and Motorized Vehicles.

(1) Prohibited Vehicles. Commercial vehicles, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Neighborhood Association, if any, having concurrent jurisdiction over parking areas within a particular Neighborhood. As used herein, the terms "commercial vehicles" and "vehicles primarily used or designed for commercial purposes" shall not include any truck up to and including one (1) ton when used normally for everyday-type transportation. Stored vehicles and vehicles which are either obviously inoperable or do not have current registration or operating licenses shall not be permitted on the Property except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Elements, and a boat, camper, or other recreational vehicle may be parked on a driveway for loading or unloading purposes for periods that do not exceed forty-eight (48) hours in duration.

(2) No Unlicensed Motorized Vehicles. No unlicensed motorized vehicles may be used or operated within the Cadence Residential Community, without the prior written approval of the CDRC or the Board, which approval may be withheld for any reason whatsoever, regardless of the size of the motor. This prohibition is intended to include, without limitation, motorized scooters

(including, Go-Peds), mini-motorcycles (including, Pocket Bikes), all terrain vehicles of any kind, dirt bikes and golf carts.

(3) No Parking Areas. No parking whatsoever shall be permitted in (i) any alley or alleyway, or (ii) any area designated from time to time by the Board as a "no parking" area, or (iii) any fire lanes. The Board may designate additional "no parking" areas from time to time.

(4) Additional Limitations. Nothing in this Declaration shall prohibit a person from (a) parking a Utility Service Vehicle that has a gross vehicle weight rating of 20,000 pounds or less (i) in an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of a Lot of a subscriber or consumer while the person is engaged in any activity relating to the delivery of public utility services to subscribers or consumers or (ii) in an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of his or her Lot if the person is an Owner or a tenant of an Owner and brings the vehicle to the Lot pursuant to such person's employment with the entity which owns the vehicle for the purpose of responding to emergency requests for public utility service; or (b) parking a Law Enforcement Vehicle or Emergency Services Vehicle (i) in an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of a Lot of a person to whom law enforcement or emergency services are being provided, while such person is engaged in his or her official duties or (ii) in an area designated for parking for visitors, in a designated parking area or common parking area, or on the driveway of his or her Lot if the person is an Owner or a tenant of an Owner and brings the vehicle to the Lot pursuant to such person's employment with the entity which owns the vehicle for the purpose of responding to emergency requests for law enforcement or emergency services. The Board may require that a person parking a Utility Service Vehicle, Law Enforcement Vehicle or Emergency Services Vehicle pursuant to this Subsection provide written confirmation from such person's employer that the person is qualified to park such vehicle in the manner set forth herein.

(5) Power of Board. The Board may from time to time establish additional regulations as it deems appropriate in its discretion with regard to any parking on the Residential Lots and/or within the Common Element, and the Board shall have the power to enforce all parking and vehicle restrictions and regulations applicable to the Residential Lots and Common Elements, including the power to remove violating vehicles to the extent permitted by applicable law.

(c) Residents and Invitees Bound. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Residents and Invitees of any Lot. Each Owner shall cause all Residents of his or her Lot to comply with the Governing Documents. An Owner shall be responsible for all violations and losses to the Common Elements caused by the Residents of such Owner's Lot, notwithstanding that the Residents of the Lot are fully liable and may themselves be sanctioned for a violation of the Governing Documents.

(d) Garages. The garages located on Residential Lots shall be used exclusively for the parking or storage of vehicles, and shall not be used solely for the storage of items other than vehicles. Ordinary household goods may be stored in addition to vehicles, provided that: (i) no flammable, dangerous, hazardous or toxic materials shall be kept, stored, or used in any garage, and (ii) doors to garages shall be kept fully closed at all times except for reasonable periods during the removal or entry of vehicles or other items therefrom or thereto. No garage located on a Residential Lot may be used for a permanent or temporary dwelling, and no animal shall be housed or kept in any garage. The foregoing notwithstanding, Declarant may convert the garage located on Residential Lots that is owned by Declarant into a sales office or related purposes.

(e) Quiet Environment. Nothing shall be done or maintained on any part of a Residential Lot which emits foul or obnoxious odors outside the Residential Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the Residents and Invitees of other Residential Lots. There shall not be maintained any plants or animals or device or thing 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 the Property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, if, in the reasonable determination of the Board, the activity tends to cause embarrassment, discomfort, annoyance or nuisance to Persons using the Common Elements or to the Residents and Invitees of other Lots. No outside burning shall be permitted within the Property, other than customary household barbecues, fireplaces, fire pits, gas heaters and similar household devices used in compliance with City ordinances and owned and maintained in accordance with all applicable laws. No horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The Board may from time to time establish additional regulations and hours of operation as it deems appropriate in its discretion with regard to noise and the peace, quiet, safety, comfort or serenity of the Residents and Invitees of the Residential Lots.

(f) Unsightly or Unkempt Conditions. All portions of a Residential Lot outside of enclosed structures shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored or kept outside of enclosed structures on a Residential Lot which, in the determination of the Board of Directors, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. Any structures, equipment or other items which may be permitted to be erected or placed on the exterior portions of Residential Lots shall be kept in a neat, clean and attractive condition and shall promptly be removed upon request of the Board if, in the judgment of the Board, they have become rusty, dilapidated or otherwise fallen into disrepair. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve hours.

No Owner or Resident shall drain swimming pools or spas, or otherwise dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any street, open area, drainage ditch, stream, pond or lake, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Residential Lots provided care is taken to minimize runoff.

(g) Antennas. To the fullest extent allowed by law, no exterior antennas, aerials, satellite dishes, masts or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be installed or maintained on any Lot or upon any portion of the Property except upon the approval of the Board and in conformity with the rules and regulations adopted by the Master Association applicable to the installation and maintenance of such devices and Improvements, in effect from time to time.

(h) Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc. In addition to the applicable provisions of the Development Standards and Design Guidelines and subject to the provisions of the Act, all basketball hoops and backboards, clotheslines, above-ground storage tanks and

structures (including without limitation, storage containers), mechanical equipment and other similar items on Residential Lots shall be located or screened so as to be concealed from view of neighboring Residential Lots, streets and property located adjacent to the Residential Lot; provided, however, that mobile basketball hoops shall be permitted but when not in use must be stored so as to be concealed from view of neighboring Residential Lots, streets and property located adjacent to the Residential Lot and provided further that free-standing clotheslines shall be permitted in the rear yard of a Residential Lot. To the fullest extent permitted by the Act, the Master Association may adopt Rules governing the manner in which garbage cans or other containers for the collection of solid waste or recyclable materials may be stored and/or placed for collection on each Lot. All rubbish, trash and garbage shall be stored in appropriate containers in accordance with the applicable Rules, shall regularly be removed from the Property, and shall not be allowed to accumulate. Furthermore, no linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or other articles, shall be hung from or placed on any of the windows, doors, railings, balconies or other portions of a Dwelling on a Residential Lot.

(i) Subdivision of Lots; Subdivision and/or Conversion of Multi-Family Lots; Time

Sharing.

(1) Residential Lots. No Residential Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors. Declarant, however, hereby expressly reserves the right for itself and any Builder to subdivide, change the boundary line of, and replat any Residential Lot(s) or other portion of the Property then owned by Declarant or a Builder without the prior approval of the Board of Directors. Any such division, boundary line change or replatting shall not violate the applicable subdivision and zoning regulations.

(2) Conversion of Multi-Family Lots. In the event that any development or building now or hereafter constructed within a Multi-Family Lot that is used or operated for "for lease" apartments, and the Owner thereof desires to convert the Multi-Family Lot to "for sale" residential condominium use or other "for sale" residential dwellings ("Conversion"), the Owner thereof must first obtain the prior consent of the Declarant. If, however, the Declarant (or any of its affiliates) no longer owns or has rights to acquire any part of the property described in Exhibit "B" or "D", then the Owner must obtain the consent of the Board to the Conversion and the Conversion must be submitted the Owners for ratification. The Conversion ratification must occur as follows: (i) the Board gives notice of the Conversion and notice of a Conversion ratification meeting to each Owner; (ii) the Conversion ratification meeting must be not less than 14 or more than 30 days after the mailing of such notice to the Owners; and (iii) unless at that Conversion ratification meeting a majority of the total aggregate voting power of the Master Association reject the Conversion, the Conversion is ratified, whether or not a quorum is present. All costs and expenses reasonably incurred by the Master Association in connection with any Conversion ratification meeting shall be paid for by the Owner of the Multi-Family Lot requesting the Conversion. Furthermore, the Declarant must approve, prior to Recordation, the form of both the Subdivision Map and the Supplemental Declaration that is to be Recorded for the purpose of establishing the Multi-Family Lot as a "common-interest community"; provided, however, that if the Declarant (or any of its affiliates) no longer owns or has rights to acquire any part of the property described in Exhibit "B" or "D", then the Board must approve the form of both the Subdivision Map and the Supplemental Declaration prior to the Recordation of each.

(3) Time Sharing. Declarant hereby expressly reserves the right to establish, with respect to Lots which it then owns, any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot and/or the Dwellings located thereon rotates among members of the program on a fixed or floating time schedule over a period of years. Except as otherwise



may be established by Declarant, no Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot and/or the Dwellings located thereon rotates among members of the program on a fixed or floating time schedule over a period of years.

(j) Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Master Association shall not be obligated to take action to enforce this Section.

(k) Irrigation. No sprinkler or irrigation systems of any type which draw upon water from ponds or other ground or surface waters within the Property shall be installed, constructed or operated within the Property. However, Declarant and the Master Association shall have the right to draw water from such sources for the purpose of irrigating any Common Elements or Area of Common Responsibility. All sprinkler and irrigation systems serving Lots shall draw upon public water supplies only and shall be subject to approval in accordance with Article 4. Private irrigation wells are prohibited on the Property, unless maintained by the Master Association or Declarant.

(l) Tents, Mobile Homes and Temporary Structures. Except as may be permitted by Declarant during initial construction within the Property or except as otherwise expressly permitted in the Rules and Regulations, no tent, shack, mobile home or other structure of a temporary nature shall be placed upon a Lot or any part of the Property. Party tents or other temporary structures (including without limitation, storage containers) may be erected or placed on a Lot or on Common Elements designated for such purposes for a limited period of time for special events in accordance with the written policies of the Board or with prior written approval of the Board.

(m) Grading, Drainage and Septic Systems. No Person shall alter the grading of any Residential Lot without prior approval pursuant to Article 4. Catch basins, drainage areas and landscaped areas on a Residential Lot are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or, after the Declarant Control Period, the Master Association may obstruct or re-channel the drainage flows after location and installation of (i) landscaping or (ii) drainage swales, storm sewers or storm drains or channels. Declarant hereby reserves for itself and the Master Association a perpetual easement across the Property for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent. Septic tanks and drain fields, other than those installed by or with the consent of Declarant or, after the Declarant Control Period, except in strict compliance with the Development Standards and the Design Guidelines, and upon prior approval in accordance with Article 4, are prohibited within the Property.

(n) Removal of Plants and Trees. No trees, shrubs or other landscape materials, except for those which are diseased or dead or create a safety hazard, shall be removed except in strict compliance with the Development Standards and the Design Guidelines and upon prior approval in accordance with Article 4. In the event of an intentional or unintentional violation of this Section, the violator may be required by the Board or other body having jurisdiction to replace the removed vegetation and/or landscape materials with comparable vegetation or landscape materials as the Board or such body determines, in its sole discretion, is necessary to mitigate the damage.

(o) Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(p) Lighting. All exterior lights must conform to the provisions of the Development Standards and the Design Guidelines, and must be approved in accordance with Article 4, except for traditional holiday decorative lights which may be displayed for one month prior to and one month after any commonly recognized holiday for which such lights are traditionally displayed. Each Owner of a Residential Lot shall maintain in good and operable condition and not allow landscaping material to obscure the exterior lighting installed on the exterior of the Dwelling or otherwise located on the Residential Lot, including without limitation, the appearance and illumination of the address signage on the Residential Lot.

(q) Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial grass, trees or other vegetation, sculpture, fountains, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted except in accordance with the Development Standards and the Design Guidelines, and any approvals required under Article 4.

(r) Energy Conservation Equipment.

(1) Solar Equipment. No solar equipment, including, but not limited to, solar collectors and solar panels, shall be constructed or installed on any Lot until approval of the CDRC has been obtained as to (i) the type of solar equipment to be installed, (ii) the location thereof, and (iii) the compliance of such equipment with the guidelines, rules, and specifications established by the CDRC. The foregoing provision is not intended to prohibit the use of a system for obtaining solar energy on any Lot for use by the occupants of the Lot, but rather allow the Master Association to impose reasonable restrictions on the installation, location and appearance of such equipment on a Lot.

(2) Wind Equipment. Except to the extent otherwise prohibited by applicable law, no wind power systems, wind energy systems, or other structures or systems that use wind energy may be installed on any Lot.

(s) Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Residential Lot without prior written approval of the CDRC in accordance with Article 4; provided, however, that no CDRC approval shall be required for playground equipment that is erected or installed in the backyard of a Residential Lot if such equipment does not exceed the height of the wall enclosing the backyard of the Residential Lot. Any playground or other play areas or equipment furnished by the Master Association or erected within the Property shall be used at the risk of the user. The Master Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

(t) Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Residential Lot except as approved in accordance with Article 4.

(u) Business Use. No business, trade, garage sale, moving sale, rummage sale or similar activity may be conducted in or from any Residential Lot, except that an Owner or Resident residing in a Residential Lot may conduct business activities within the Residential Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Lot; (ii) the business activity conforms to the Development Standards and any

other zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Residential Lot by employees, clients, customers, suppliers or other business related visitors or door-to-door solicitation within the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Owners and Residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time, (2) such activity is intended to or does generate a profit or (3) a license is required.

Notwithstanding the above, the leasing of a Residential Lot and/or a Carriage Unit (or the leasing of multiple Residential Lots, if owned by the same Owner) shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Property or its use of any Residential Lots which it owns within the Property. This Section shall not apply to any activity conducted by the Master Association for the purpose of operating, maintaining or advancing the character of the Cadence Residential Community, including without limitation, an annual community-wide garage sale. Further, this Section shall not apply to the operation of any timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot and/or the Dwellings located thereon rotates among members of the program on a fixed or floating time schedule over a period of years, that may be established by Declarant pursuant to Section 3.5(i) of this Declaration.

(v) On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property. However, up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Master Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

(w) Leasing of Residential Lots. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Residential Lot and/or the Carriage Unit of a Residential Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, a fee, service, gratuity or emolument. (The defined term applies as well to all derivations of the word "lease.") Residential Lots may be leased only in their entirety, except that the Carriage Unit of a Residential Lot may be leased in its entirety separately from the Dwelling of the Residential Lot. There shall be no subleasing of Residential Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Residential Lot. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents. The Board may adopt reasonable rules regulating leasing and subleasing.

All leases and rental agreements shall be in writing and subject to the requirements of the Governing Documents and the Master Association. All leases of a Residential Lot and/or Carriage Unit shall include a provision that the tenant will recognize and attorn to the Master Association and any

applicable Neighborhood Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Governing Documents against the tenant, *provided* the Master Association or, if applicable, the Neighborhood Association gives the landlord notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action; provided, however, that no such enforcement by the Master Association or Neighborhood Association, as applicable, shall limit the liability of the Owner of the Residential Lot for any such violation.

This Section shall not apply to the operation of any timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot and/or the Dwellings located thereon rotates among members of the program on a fixed or floating time schedule over a period of years, that may be established by Declarant pursuant to Section 3.5(i) of this Declaration.

(x) Laws and Ordinances. Every Owner and Resident of any Lot, and their Invitees shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property. Any violation may be considered a violation of this Declaration. However, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

(y) Single Family Occupancy. No Residential Lot or Dwelling shall be occupied by more than a single Family except that the Carriage Unit of any Residential Lot may also be occupied by no more than a single Family.

(z) Water and Mineral Operations. No oil or water drilling, oil or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot. No derrick or other structure designed for use in boring for water, oil, natural gas or other minerals shall be erected and maintained or permitted on any Lot.

(aa) Doors, Windows and Screens. No screens, "burglar bars," steel or wrought iron bars or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling on a Residential Lot unless (1) such fixtures are installed by Declarant or a Builder, or (2) such fixtures are expressly permitted by applicable law and comply with the Development Standards and Design Guidelines. No signs, numbers or other writing shall be written on or placed in the doors or windows of an occupied dwelling, either temporarily or permanently. All windows of the dwelling on a Residential Lot which are visible from the street or other Residential Lots shall have draperies, curtains, blinds or other permanent interior window treatments, and all portions which are visible from outside the dwelling shall be white or off-white in color, unless otherwise approved in writing by the Board. Sheets or similar temporary window treatments in white or off-white color may be used for a short time after the transfer of a Residential Lot, provided they are removed and replaced with permanent window treatments within one hundred twenty (120) days the date that the deed transferring record title to Residential Lot is Recorded.

(bb) Ground Cover Requirement.

(1) Timing. Unless Declarant or Builder has provided landscaping or other ground cover for each Residential Lot, the Owner of that Residential Lot shall have installed thereon landscaping or other ground cover acceptable to the CDRC under Article 4 and in conformity with the Development Standards and Design Guidelines as follows: (i) covering the front and side yard(s) of the Lot visible from the front of the Residential Lot within 4 months following: (A) the Recordation of a deed conveying title to the Lot to the Owner from Declarant or (B) the date of occupancy thereof, whichever

occurs first; and (ii) covering the rear yard of a Lot within twelve (12) months following: (A) the Recordation of a deed conveying title to the Lot to the Owner from Declarant or (B) the date of occupancy thereof, whichever occurs first. Provided, however, that the landscape and ground cover requirements set forth in Section 12.3(a)(4) shall apply to Custom Lots and the limitations in this Section 3.5(bb)(1) shall not apply to Custom Lots.

(2) Restrictions.

(A) Plants selected for landscaping must be consistent with the Development Standards and Design Guidelines, and should be drought tolerant and capable of surviving the prevailing climate. Only the amount of irrigation necessary to sustain plant life should be provided. Over watering the landscape areas could adversely affect the Improvements on or near the Lot, and is therefore prohibited.

(B) In order to preserve the structural integrity of the foundation of the Dwellings and other Improvements on each Lot, no sprinkler irrigation system or equipment may be installed on any Lot within three feet (3') of any block wall, wall or fence; only trickle or drip irrigation systems are permitted within such areas. Furthermore, before any structures, hardscapes, or underground pipes or conduits are installed on a Lot by an Owner, each Owner is encouraged to seek the advice of a qualified soils and/or structural engineer as to how to mitigate the potential adverse effects of the soil. DUE TO THE CONDITIONS OF THE SOILS WITHIN THE PROJECT, IT IS IMPERATIVE THAT OWNER NOT INTERFERE OR CHANGE THE ESTABLISHED DRAINAGE PATTERN(S) on a Lot without consulting a licensed landscape architect or civil engineer.

(C) Irrigation timers shall be adjusted in accordance with the Southern Nevada Water Authority's posted "Water Schedule" for a low use condition.

(3) Appearance. From and after the landscaping and/or ground cover is installed on a Lot the Owner thereof shall maintain the landscaping and/or ground cover on those portions of the Lot which are subject to view from the abutting Lots, Common Elements, and/or street(s), in a neat and attractive condition and properly maintain and periodically replace when necessary the ground cover, trees, plants, grass and other vegetation, if any, originally placed on such Lot, all in conformance with the Community Wide Standards. Each Owner shall be responsible, at his or her sole expense, for maintenance, repair, replacement, and watering of any and all landscaping on the Lot, as well as any and all sprinkler or irrigation or other related systems or equipment pertaining to such landscaping.

(4) Violation. If an Owner fails to install and maintain landscaping in conformance with the Governing Documents (including without limitation the provisions of Article 4), or allows his landscaping to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition, then the Board shall have the right to either (i) after 30 days' written notice, seek any remedies at law or in equity which it may have; or (ii) after reasonable notice (unless there exists an unsafe or dangerous condition, in which case, the right shall be immediate, and no notice shall be required), to correct such condition and to enter upon such Owner's Lot for the purpose of so doing, and such Owner shall promptly reimburse the Master Association for the cost thereof, as a Specific Assessment enforceable in the manner set forth in the Declaration.

(cc) Limitation with Respect to Multi-Family Lots. Nothing in this Article shall authorize the Board or the Master Association to adopt, revise, or otherwise modify the Rules and Regulations in any way that would operate to interfere with or limit the right of each Owner of a Multi-Family Lot to lease the Apartments located thereon for residential use.

(dd) Limitation with Respect to Mixed-Use Lots. Notwithstanding any provision to the contrary, the foregoing provisions of Section 3.4 shall not apply to any Mixed-Use Lot unless otherwise expressly provided in the Supplemental Declaration to which the Mixed-Use Lot is burdened. Furthermore, nothing in the Article shall authorize the Board or the Master Association to adopt, revise, or otherwise modify the Rules and Regulations in any way that would operate to interfere with or limit the right of each Owner of a Mixed-Use Lot for any lawful residential, business, professional, commercial or office purposes.

#### **Article 4. Architecture and Landscaping**

4.1 General. No structure shall be placed, erected, or installed upon any part of the Property and no Improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing Improvements, painting the exterior of any structure, or planting or removal of landscaping) shall take place within the Property, except in compliance with this Article and the Development Standards.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme. Any Owner may remodel, paint or redecorate the interior of his or her Dwelling without the need for any approval under this Article 4. However, exterior modifications to a Dwelling or other Improvements on a Lot, and modifications to the interior of screened porches, patios, windows, and similar portions of a Dwelling that are visible from outside the structure shall be subject to the provisions of the Development Standards and the approval process set forth in this Article 4.

All Dwellings constructed on any portion of the Property shall be designed by and built in accordance with the drawings and specifications of a licensed architect or a licensed building designer unless otherwise approved by Declarant or its designee in its sole discretion.

Article 4 shall not apply to (i) the Master Association after the Declarant Control Period, or (ii) the Declarant at any time, or (iii) a Builder who has obtained Declarant's approval of drawings and specifications for original construction.

#### 4.2 Architectural Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Planned Community, acknowledges that Declarant has a substantial interest in ensuring that the Improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article ("Work") shall be commenced on such Owner's Lot unless and until Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant or its designee.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any Person other than Declarant. The rights reserved to Declarant under this Article shall continue so long as Declarant (or any of its affiliates) owns or has the right to acquire any part of the real property described in Exhibits "B" or "D", unless earlier terminated in a written instrument executed and Recorded by Declarant.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of the architectural review rights under this Article 4 and/or its reserved rights under this Article to (i) a design review committee appointed by the Master Association's Board of Directors (the "CDRC"), and/or (ii) a committee comprised of architects, engineers or other persons who may or may not be Members of the Master Association, and/or (iii) the owner of a Commercial Component, or an association of owners formed for the purpose of administering any real property constituting a Commercial Component. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and resume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by Declarant.

(b) Design Review Committee. Upon Declarant's delegation to the Master Association's Board of Directors, or upon expiration or termination of Declarant's rights under this Article, the Master Association, acting through the CDRC, shall assume jurisdiction over all architectural matters hereunder. The CDRC may, in the Board's direction, be divided into one or more committees, each of which shall have the sole responsibility for performance of those CDRC responsibilities as may be designated by the Board. The members of the CDRC need not be Members of the Master Association or representatives of Members, and may, but need not, include Architects, engineers, or similar professionals, who may be compensated in such manner and amount as the Board may establish.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the CDRC or Declarant's rights under this Article terminate, the Master Association shall have no jurisdiction over architectural and landscaping matters.

Notwithstanding anything to the contrary contained herein, the Declarant may, from time to time, but shall not be obligated to, irrevocably delegate all or a portion of the architectural review rights under Article 4 hereunder to the owner of the Commercial Component or to an association of owners formed with respect to any Commercial Component by Recorded Instrument.

(c) Fees; Assistance. During the time that Declarant is performing the architectural review functions hereunder, Declarant may establish and charge reasonable fees for review of applications under this Article and may require such fees to be paid in full prior to review of any application. Once the CDRC is established, the CDRC with the consent of the Board may establish and charge reasonable fees for review of applications and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. Declarant and/or the Master Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons (including Declarant) in the Master Association's annual operating budget. As used in the Article, the term "Reviewer" shall mean Declarant for so long as it is performing architectural review functions hereunder, and thereafter the term shall mean the CDRC.

#### 4.3 Guidelines and Procedures.

(a) Development Standards. The provisions of the Development Agreement and the Development Standards set forth Declarant's proposed plan for development of the Cadence Residential Community. Declarant shall have sole and full authority to amend the Development Standards with the consent of the City for so long as it (or its affiliates) owns or has the right to acquire any portion of the Property or any real property adjacent to the Property, or has a right to expand the Cadence Residential Community pursuant to Section 9.1, notwithstanding a delegation of reviewing authority to the CDRC, unless Declarant also delegates the power to amend the Development Standards to the CDRC. Upon termination or delegation of Declarant's right to amend, the CDRC shall have the authority to amend the Development Standards with the consent of the City and the Board. Any amendments to the Development Standards shall be prospective only. There shall be no limitation on the scope of amendments to the Development Standards, and such amendments may remove requirements previously imposed or otherwise make the Development Standards less restrictive.

(b) Design Guidelines. Declarant may prepare the initial Design Guidelines, which contain general provisions applicable to all of the Cadence Residential Community and may contain specific provisions which vary from Neighborhood to Neighborhood. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer in considering applications hereunder but shall not conflict with the provisions of either the Development Agreement or the Development Standards. The Design Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Design Guidelines does not guarantee approval of any application.

Declarant shall have sole and full authority to amend the Design Guidelines for so long as it (or its affiliates) owns or has the right to acquire any portion of the Property or any real property adjacent to the Property, or has a right to expand the Cadence Residential Community pursuant to Section 9.1, notwithstanding a delegation of reviewing authority to the CDRC, unless Declarant also delegates the power to amend the Design Guidelines to the CDRC. Upon termination or delegation of Declarant's right to amend, the CDRC shall have the authority to amend the Design Guidelines with the consent of the Board. Any amendments to the Design Guidelines shall be prospective only. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive; provided, however that the Design Guidelines may not be amended such that the provisions thereof conflict with the provisions of either the Development Agreement or the Development Standards.

The Development Standards shall be made available to Owners and Builders who seek to engage in development or construction within the Cadence Residential Community.

(c) Procedures. No Work shall commence on any portion of the Property until an application for approval has been submitted to and approved by the Reviewer. Such application shall include drawings and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Design Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular Improvements.



The Reviewer shall, within 30 days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the Reviewer fails to respond within 30 days after receipt of a completed application, approval shall be deemed to have been denied. Provided, however, that the applications and plans submitted for Improvements on a Custom Lot under Article 12 may be submitted and the Work undertaken in multiple stages. Furthermore, the CDRC may impose longer review/approval timeframes for Improvements on Custom Lots based on the level of complexity in the Work contemplated by the application.

Until expiration of Declarant's rights under this Article, the CDRC shall notify Declarant in writing within five business days after the CDRC has approved any application relating to proposed Work within the scope of matters delegated to the CDRC by Declarant. The notice shall be accompanied by a copy of the application and any additional information which Declarant may require. Declarant shall have ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the CDRC and the applicant. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U. S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work, except as otherwise provided in Article 12 pertaining to Custom Lots. Once construction is commenced, it shall be diligently pursued to completion. Except as otherwise applicable to Custom Lots under Article 12, all Work shall be completed within one hundred eighty (180) days of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Master Association, Declarant or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(d) Cash Security for Repairs. During the course of any Work on a Lot, the Owner thereof shall be responsible, at its expense, for the prompt repair and/or replacement of the Common Elements (including, without limitation, sidewalks, curbs, street paving and Declarant installed walls, landscaping and irrigation systems) damaged or destroyed by the Owner, its agents, contractors or employees. No Owner shall commence construction on a Lot until it has deposited with the Master Association cash in an amount as may be required by the CDRC. Said cash shall be held by the Master Association as security for the repair by the Owner of any Common Elements damaged during the course of construction and landscape installation and/or the payment of any fines levied in connection with the construction. Should the Owner fail to satisfactorily and promptly replace or repair any such damage upon request by the CDRC, the Master Association may effect repair or replacement at the expense of Owner and utilize the cash in payment or partial payment therefor. If the amount of such cash is insufficient to reimburse the Master Association for the full cost of such repair or replacement and/or the payment of any fines levied in connection with the construction, any such deficiency shall be charged to

the Owner and applicable Lot as a Specific Assessment, the payment of which shall be enforceable in accordance with the provisions of Article 8. The CDRC may require the deposit of additional sums in such amounts as it may, from time to time, deem desirable to ensure repair of the Common Elements during the course of performance of the Work.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the Improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5 Variances. The Reviewer may, upon the request of an Owner and the submission of an application for a variance, authorize variances from compliance with any of its guidelines and procedures (but not the provisions of this Declaration) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. Furthermore, any variance with respect to any provision of the Development Standards shall also require the written approval of the City. For purposes of this Section, inability to obtain approval of any governmental agency, issuance of any permit, or terms of any financing shall not be considered a hardship warranting a variance. Variances need not be Recorded unless otherwise required by the City. If a variance is required in connection with an application, the variances shall be specifically listed and requested on the application. Notwithstanding the above, the CDRC may not authorize a variance without the consent of (a) the Board; and (b) Declarant, so long as Declarant (or any of its affiliates) owns or has the right to acquire any portion of the Property or any real property adjacent to the Property, or has the right to expand the Property pursuant to Section 9.1 and (c) if the variance is requested in connection with the provisions of the Development Standards, the City. No such variance shall be effective unless the variance is expressly approved by the Board, Declarant (to the extent required hereunder) and the City (to the extent required hereunder).

**EVERY OWNER AGREES, BY ACQUIRING TITLE AND/OR POSSESSORY RIGHTS TO ANY LOT, THAT DETERMINATIONS AS TO VARIANCES HEREUNDER ARE PURELY SUBJECTIVE AND OPINIONS MAY VARY AS TO THE AESTHETIC EFFECT OF ANY PARTICULAR WAIVER. THE REVIEWER SHALL HAVE THE SOLE DISCRETION TO MAKE FINAL, CONCLUSIVE, AND BINDING DETERMINATIONS ON VARIANCES (SUBJECT TO DECLARANT'S APPROVAL, AS APPLICABLE) AND THEREFORE SUCH DETERMINATIONS SHALL NOT BE SUBJECT TO APPEAL. THERE ARE NO THIRD PARTY BENEFICIARIES TO ANY VARIANCE WHICH MAY BE GRANTED UNDER THIS SECTION 4.5. FURTHERMORE, NEITHER DECLARANT NOR THE CDRC SHALL HAVE ANY DUTY TO DISCLOSE THE GRANTING OR EXISTENCE OF ANY VARIANCE. EVERY OWNER AGREES, BY ACQUIRING TITLE AND/OR POSSESSORY RIGHTS TO ANY LOT, THAT HE OR SHE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE MASTER ASSOCIATION, OR THE CDRC OR ANY DESIGNATED REPRESENTATIVE OF ANY OF THE FOREGOING FOR THE RECOVERY OF DAMAGES BY REASON OF ANY REQUEST FOR A VARIANCE MADE BY SUCH OWNER, ANY OTHER OWNER OR ANY**

**OTHER PERSON, WHETHER SUCH REQUEST IS GRANTED OR DENIED. IN ADDITION TO THE APPROVAL OF THE CDRC, IN ORDER TO BE EFFECTIVE, A VARIANCE MUST BE APPROVED BY THE BOARD AND BY THE DECLARANT (TO THE EXTENT REQUIRED IN THIS SECTION 4.5).**

4.6 Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Cadence Residential Community; they do not create any duty to any Person. Review and approval of any application pursuant to this Article is to be made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring (a) structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements, or (c) conformity of quality, value, size, or design with other Dwellings or with the Improvements on a Multi-Family Lot. Neither (1) Declarant nor (2) the Master Association, the Board, the CDRC or any Neighborhood or its board or any committee or member of the foregoing, nor (3) any employee, agent or representative of those listed in (1) or (2) shall be held liable for (x) any claim whatsoever arising out of construction on or modifications to any Lot, (y) soil conditions, drainage or other general site work, any defects in plans revised or approved hereunder, or (z) any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all such matters, the Persons protected under this Section 4.6 shall be defended and indemnified by the Master Association as provided in Section 7.6.

4.7 Certificate of Compliance. Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article 4 or the Design Guidelines. The Reviewer shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Master Association from taking enforcement action with respect to any condition as to which the Master Association had notice as of the date of such certificate.

4.8 Cure of Nonconforming Work; Enforcement. Any construction, alteration, or other Work done in violation of this Article 4, the Development Standards, or the Design Guidelines shall be deemed to be nonconforming. Upon written request from Declarant, the Master Association, or Reviewer, Owners shall, at their own cost and expense and within such reasonable time frame as set forth in such written notice, cure such nonconformance to the satisfaction of the requester or restore the Lot to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant, the Master Association, or their designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the rate established by the Board (not to exceed the maximum rate then allowed by applicable law), may be assessed against the benefited Lot and collected as a Specific Assessment unless otherwise prohibited in this Declaration or the Act.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all Work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved Work by the deadline set forth in the approval, Declarant or the Master Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the Bylaws, to enter upon the Lot and remove or complete any incomplete Work and to assess all costs incurred against the benefited Lot and the Owner thereof as a Specific Assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. The Master Association and/or Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article 4 and the decisions of the Reviewer.

## **Article 5.**

### **Maintenance and Repair**

5.1 Maintenance of Lots and Private Amenities. Each Owner shall maintain his or her Lot and all landscaping and Improvements comprising the Lot in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Master Association or a Neighborhood pursuant to this Declaration, any Supplemental Declaration or any other declaration of covenants applicable to such Lot. If an Owner fails to maintain its Lot in conformance with the Governing Documents or if the condition of the Lot is otherwise in violation of the Governing Documents, then in addition to the authority granted under Section 7.2(d) of this Declaration, the Board shall have the right to either (i) after 30 days' written notice, seek any remedies at law or in equity which it may have; or (ii) after reasonable notice (unless there exists an unsafe or dangerous condition, in which case, the right shall be immediate, and no notice shall be required), to correct such condition and to enter upon such Owner's Lot for the purpose of so doing, and such Owner shall promptly reimburse the Master Association for the cost thereof, as a Specific Assessment enforceable in the manner set forth in the Declaration.

#### 5.2 Maintenance of Neighborhood Property.

(a) Maintenance by Neighborhood Association. Each Neighborhood Association shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants.

(b) Maintenance by the Master Association. The Owners within each Neighborhood that is not governed by a Neighborhood Association shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same.

(c) Right of Master Association to Maintain Property in Neighborhood. The Master Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Lots within the Neighborhood to which the services are provided.

5.3 Responsibility for Repair and Replacement. 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 and replacement, as necessary to maintain the property to a level consistent with the Community-Wide Standard.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Master Association to carry property insurance for the full replacement cost of all insurable Improvements on his or her Lot, less a reasonable deductible, unless either the Neighborhood Association (if any) for the Neighborhood in which the Lot is located or the Master Association carries such insurance (which they may, but are not obligated to do hereunder). If the Master Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Lot and the Owner.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other drawings and specifications as are approved in accordance with Article 4. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with the Community-Wide Standard and as approved by the CDRC. The Owner shall pay any costs which are not covered by insurance proceeds.

The requirements of this Section shall apply to any Neighborhood Association responsible for common property within the Neighborhood in the same manner as if the Neighborhood Association were an Owner and the common property were a Lot. Additional Recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Lots within such Neighborhood and for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed.

### **PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION**

*The success of the Cadence Residential Community is dependent upon the support and participation of every Owner in its governance and administration. The Declaration establishes the Master Association as the mechanism by which each Owner is able to provide that support and participation. While many powers and responsibilities are vested in the Master Association's Board of Directors, some decisions are reserved for the Master Association's membership -- the Owners of property in the Cadence Residential Community.*

#### **Article 6.**

##### **The Master Association and its Members**

6.1 Function of The Master Association. The Master Association is the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. The Master Association also is the primary entity responsible for enforcement of the Governing Documents. The Master Association shall perform its functions in accordance with the Governing Documents and applicable laws.

6.2 Membership. Every Owner shall be a Member of the Master Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the Governing Documents, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person

may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Master Association.

6.3 Membership Classes and Voting Rights. The Master Association shall have two (2) classes of membership: Class A and Class B.

(a) Class A. Class A shall be composed of all of the Owners of Residential Lots and all of the Owners of the Mixed-Use Lots. Each Owner shall have one (1) equal vote for each Residential Lot and each Mixed-Use Lot in which it holds the interest required for membership under Section 6.2, except that there shall be only one (1) vote per Lot. Accordingly, the total number of Class A votes for the Master Association shall equal the total number of Residential Lots and Mixed-Use Lots subject to this Declaration, from time to time. Votes shall be allocated to Residential Lots irrespective of whether a Residential Lot contains a Carriage Unit.

(b) Class B. Class B shall be composed of all of the Owners of Multi-Family Lots. Each Owner shall have one (1) equal vote for every five (5) Apartments located on each Multi-Family Lot in which it holds the interest required for membership under Section 6.2, except that there shall be no fractional votes. The total number of Class B votes for each Multi-Family Lot shall be equal the total number of Apartments contained on such Multi-Family Lot, divided by five (5) and then rounded to the nearest whole number. Accordingly, the total number of Class B votes for the Master Association shall be equal to the total number of Apartments subject to this Declaration, from time to time, divided by five (5) and rounded to the nearest whole number. Notwithstanding the foregoing, if a Multi-Family Lot is Converted in conformance with the requirements of Section 3.4(i), then, from and after the date that the Supplemental Declaration is Recorded that establishes the Multi-Family Lot as a "common-interest community", each "unit" (as defined in the Act) therein shall be deemed to be a Residential Lot for the purposes of this Declaration and this Section 6.3.

(c) Special Declarant Rights. Special Declarant Rights, including the right to approve, or withhold approval of, actions proposed under the Governing Documents during the Declarant Control Period, are specified in the relevant Sections of the Governing Documents. Declarant may appoint a majority of the Board of Directors during the Declarant Control Period.

(d) Co-Owners. Where a Lot is owned jointly by co-owners, only one (1) such co-owner ("Designated Co-Owner"), designated from time to time by all of the co-owners in a written instrument provided to the Secretary of the Master Association, shall be entitled to exercise the one (1) vote to which the Lot is entitled. Where no Designated Co-Owner has been designated, or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Fractional votes shall not be allowed. No vote shall be cast for any Lot where the co-owners present in person or by proxy owning the majority interests in such Lot cannot agree to said vote or other action. Absent such advice and in the event that more than one such co-owner casts a vote, the Lot's vote shall be suspended and shall not be included in the final vote tally on the matter being voted upon.

6.4 Neighborhoods. Every Lot shall be located within a Neighborhood. A Multi-Family Lot may be classified as a single Neighborhood. Unless and until additional Neighborhoods are established, the Cadence Residential Community shall consist of a single Neighborhood. Lots within a particular Neighborhood may be subject to additional covenants. In addition, if required by law or otherwise approved by Declarant, Owners within the Neighborhood may be members of a Neighborhood Association in addition to the Master Association. Owners within a Neighborhood also may, but shall not

be required to, elect a Neighborhood Committee to represent their interests. Neighborhood Committees may be elected as provided for in the Bylaws.

Exhibit "B" to this Declaration, and each Supplemental Declaration submitting additional property to this Declaration, shall initially assign the property submitted thereby to a specific Neighborhood (by name or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 9.1, Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Neighborhood boundaries; provided, however, Declarant shall not combine two or more Neighborhoods if any Lots in the affected Neighborhoods have been transferred to a Purchaser unless the proposed action is approved by the Board and ratified by the Owners of Lots in the affected Neighborhoods as set forth below in this paragraph. The Board shall have the right to redesignate Neighborhood boundaries if the proposed action is: (a) approved by the Declarant, for so long as it has the right to subject additional property to this Declaration pursuant to Section 9.1, (b) approved by the Board, and (c) ratified by the Owners of Lots in the affected Neighborhoods as set forth below in this paragraph. Any ratification by the Owners of Lots in the affected Neighborhoods required under this paragraph must occur as follows: (i) the Board gives notice of the proposed action and notice of a ratification meeting to each Owner of Lots in the affected Neighborhoods; (ii) the ratification meeting must be not less than 14 or more than 30 days after the mailing of such notice to the Owners of Lots in the affected Neighborhoods; and (iii) unless at that ratification meeting a majority of the total aggregate voting power of the Lots in the affected Neighborhoods reject the proposed action, the proposed action is ratified, whether or not a quorum is present.

Any Neighborhood may request that the Master Association provide a higher level of service than that which the Master Association generally provides to all Neighborhoods or may request that the Master Association provide special services for the benefit of Lots in such Neighborhood. Upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of the Lots within the Neighborhood, the Master Association may, in the Board's discretion, provide the requested services. The cost of services requested by a Neighborhood and provided by the Master Association, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment.

6.5 Declarant Reservation of Right to Notice and Participate. Declarant hereby reserves for itself, the rights set forth in this Section 6.5, to the fullest extent permitted under the Act, from the date of this Declaration and continuing until January 1, 2038.

(a) Notice. Declarant shall be given written notice of all meetings and proposed actions to be approved at meetings (or by written consent in lieu of a meeting) or any correspondence pertaining to any meetings or actions of the Master Association, the Board, or any committee, including but not limited to all correspondence and notices of all meetings of the Members or the Board. Such notice shall be given to Declarant either personally or by sending a copy of the notice through the mail or by telecopy to the address of Declarant appearing on the books of the Master Association or supplied in writing by Declarant to the Master Association for purpose of notice. Such notice shall be given in the same manner and be of the same content as required to be given to Members in accordance with the requirements contained in the Governing Documents and as required by the Act. Any representative of Declarant may attend any meeting at which a Member may attend. This Section may not be amended without the prior written consent of Declarant.



(b) Participation. Declarant shall be given the opportunity at any meeting of the Master Association, including Board and committee meetings, to join in or to have its representatives, or agents join in discussion from the floor of any prospective action, policy, or program. Declarant and its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or members of the subject committee, either during or outside of the meeting. This Section may not be amended without the prior written consent of Declarant.

## **Article 7.**

### **Master Association Powers and Responsibilities**

#### **7.1 Acceptance and Control of The Master Association Property.**

(a) To further its functions as set forth above, the Master Association, through action of its Board, may acquire, hold, improve, remodel, and dispose of tangible and intangible personal and real property. The Master Association may enter into leases, licenses, or operating agreements for portions of the Area of Common Responsibility, to permit use of such portions of the Area of Common Responsibility by community organizations and by others, whether nonprofit or for profit, or for the provision of goods or services for the general benefit or convenience of Owners and Residents of the Cadence Residential Community.

(b) Within 30 days after Owners other than Declarant are entitled to elect a majority of the Directors pursuant to Section 2.18 and in accordance with the procedures set forth in NRS 116.31038, the Declarant shall deliver to the Master Association all personal property of the Owners and the Master Association which Declarant holds or controls including such items as are specifically required to be delivered under the Act.

(c) Declarant and its designees may convey to the Master Association personal property and fee title, leasehold, or other property interests in any real property, improved or unimproved, described in Exhibits "B" or "D". The Master Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Master Association. Upon written request of Declarant, the Master Association shall reconvey to Declarant any property originally conveyed by Declarant to the Master Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

(d) The Master Association shall be responsible for management, operation, and control of the Area of Common Responsibility, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Master Association. The Board may adopt such reasonable rules regulating use of the Area of Common Responsibility as it deems appropriate.

#### **7.2 Maintenance of Area of Common Responsibility; Maintenance of Exterior of Dwellings.**

(a) Generally. The Master Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which may include, but need not be limited to:

(1) All portions of and structures situated on the Common Elements, including without limitation, entrance monumentation.



(2) Landscaping within or adjacent to public rights-of-way within or abutting the Property.

(3) Such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any covenant to share costs, or any contract or agreement for maintenance thereof entered into by the Master Association.

(4) Any stormwater detention basins that are not maintained by the City, the regional flood control authority, or a Commercial Component Owners, but are located within the Planned Community and which serve as part of the stormwater drainage system for the Cadence Residential Community, including Improvements and equipment installed therein or used in connection therewith.

(5) Any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Master Association and its Members, such property and facilities to be identified by written notice from Declarant to the Master Association and to remain a part of the Area of Common Responsibility and be maintained by the Master Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Master Association.

(6) All perimeter walls or fences Declarant constructs surrounding the Property (including those walls or fences which separate a Lot from any Private Amenity) or which separate a Lot from Area of Common Responsibility (regardless of whether such wall or fence is located on the Area of Common Responsibility or on a Lot) and the exterior of all perimeter walls or fences initially constructed by Declarant which separate any Common Element or Unit from any Commercial Component directly abutting such Common Element or Unit (regardless of whether such wall or fence is located on the Common Element, Unit or the Commercial Component). Except for that portion of the perimeter walls or fences consisting of wrought iron for which the Master Association shall have complete maintenance responsibility, an Owner shall be responsible for maintaining the interior surface of perimeter walls or fences located on such Owner's Lot. A perimeter wall or fence shall not be a party wall or party fence as set forth in Article 14. With respect to any wall or fence that is required to be maintained by the Master Association, no Owner may undertake or permit anything to occur on the Owner's Lot that causes any damage or increases the Master Association's maintenance costs therefor, including without limitation, the installation or placement any object on or against such wall or fence and the over-watering or over-spray of irrigation adjacent to the wall or fence.

(7) The maintenance, repair, and replacement of any irrigation lines or equipment within or serving the Project to the boundary of any Unit. Except as may otherwise be provided in a Supplement, any irrigation lines installed by an Owner and lines lying solely within or serving a single Unit shall be the responsibility of the Unit's Owner.

The Master Association may maintain other property which it does not own, including, without limitation, property dedicated to the public or otherwise open to the public, if the Board of Directors determines that such maintenance is necessary or desirable for the enjoyment of the Members or to maintain the Community-Wide Standard.

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

(b) Continuous Operation. The Master Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless the Requisite Membership Percentage or Declarant (during the Declarant Rights Period) agree in writing to discontinue such operation. Notwithstanding the foregoing, the Board shall have the right to establish hours of operation, grant the right to lease, license or use specific areas designated as Common Elements, for exclusive use by one or more but not all Owners, provided that limited hours, lease, license or grant does not operate to deprive the remaining Owners from all useful enjoyment of the specific Common Element affected. The Area of Common Responsibility shall not be reduced during the Declarant Rights Period by amendment of this Declaration or any other means except with Declarant's prior written approval.

(c) Maintenance as Common Expenses. Costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Master Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other Recorded covenants, or agreements with the owner(s) thereof. Maintenance, repair and replacement of Neighborhood Common Elements shall be a Neighborhood Expense assessed to the Neighborhood(s) to which the Neighborhood Common Elements are assigned, notwithstanding that the Master Association may be responsible for performing such maintenance hereunder.

(d) Exterior Maintenance. Notwithstanding any other provision to the contrary contained herein, if the holder of a Mortgage on a Lot (i) has filed an action for the recovery of the debt or enforcement of any right secured or evidenced by the Mortgage, or (ii) has recorded a notice of breach and election to sell the Lot, then, to the extent permitted under the Act, then the Master Association after Notice and Hearing shall have the right (but not the obligation) to maintain the exterior of the Dwelling or Apartment, as applicable, and/or remove or abate a public nuisance on the exterior of the Lot for which the Lot Owner would otherwise be responsible; if the Lot's Owner refuses or fails to do so. The Master Association shall notify the Owner in writing of the cost thereof, and in the event that Owner fails to reimburse the Master Association for its costs and expenses, such charges shall constitute a lien on that Owner's Lot, which may be enforced by the Master Association in accordance with the provisions of Article 8 of this Declaration and any such lien shall have the priority specified in Section 8.9.

### 7.3 Insurance.

(a) Required Coverages. The Master Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) 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 the Common Elements and within the Area of Common Responsibility to the extent that the Master Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Master Association shall have policy limits sufficient to cover the full replacement cost of the insured Improvements under current building ordinances and codes.

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

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

(iv) Directors and officers liability coverage.

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling the funds of the Master Association in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth (1/4) of the annual Base Assessments on all Lots plus reserves on hand; provided, there shall be no requirement that the Master Association maintain fidelity insurance during the Declarant Control Period. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

(vi) Such additional insurance as the Board, in its business judgment, determines is advisable.

In addition, the Master Association shall, if so specified in a Supplemental Declaration applicable to any Neighborhood, obtain and maintain property insurance on the insurable Improvements within such Neighborhood which insurance shall comply with the requirements of Section 7.3(a)(i). Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Lot insured.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, except that (i) premiums for property insurance on Lots within a Neighborhood shall be a Neighborhood Expense; and (ii) premiums for insurance on Neighborhood Common Elements may be included in the Neighborhood Expenses of the Neighborhood(s) to which such Neighborhood Common Elements are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

(b) Policy Requirements. All Master Association policies shall provide for a certificate of insurance to be furnished to the Master Association and, upon request, to each Member insured. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood 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 Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their Residents or Invitees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) be written by a reputable insurance company or companies qualified to do business in the State of Nevada and having an AM Best rating of not less than a B vii (to the extent available at commercially reasonable rates);

(ii) be written with a company authorized to do business in Nevada which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(iii) be written in the name of the Master Association as trustee for the benefited parties. Policies on the Common Elements shall be for the benefit of the Master Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners within the Neighborhood and their Mortgagees, as their interests may appear;

(iv) not be brought into contribution with insurance purchased by Owners, Residents, or their Mortgagees individually;

(v) contain an inflation guard endorsement;

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

(vii) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements as a Member in the Master Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Elements other than that of a Member);

(viii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(ix) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Master Association to cure the defect or violation and allowance of a reasonable time to cure; and

(x) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Master Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Master Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least 30 days' prior written notice to the Master Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Elements or other property which the Master Association is obligated to insure, 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 the condition in which it existed prior to the damage, allowing for changes or Improvements necessitated by changes in applicable building codes.

Damaged Improvements on the Common Elements shall be repaired or reconstructed unless the Owners representing at Requisite Membership Percentage and Declarant (if during the Declarant Control Period), decide within 120 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 Master Association within such 120-day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements 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 Master Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Master Association for the benefit of its Members or the Owners of Lots within the insured Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

#### 7.4 Compliance and Enforcement.

(a) Every Owner and Resident of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after Notice and Hearing. The Board shall establish a range of penalties for such violations, with violations of the Declaration, unsafe conduct, harassment, or intentionally malicious conduct treated more severely than other violations. To the fullest extent not prohibited by the Act, such sanctions may include, without limitation:

(1) imposing reasonable monetary fines which shall, to the fullest extent permitted under the Act, constitute a lien upon the Lot owned or Occupied by the Person deemed to be in violation of the Governing Documents. The amount of each such fine must be commensurate with the severity of the violation and shall in no event exceed the maximum permitted by the Act. If a fine is imposed pursuant to this Section 7.4(a)(1) and the violation is not cured within fourteen days or such longer cure period as the Board establishes, then the violation shall be deemed a continuing violation and the Board may thereafter impose an additional fine for the violation for each seven day period or portion thereof that the violation is not cured. Any additional fine may be imposed without Notice and Hearing. In the event that any Resident or Invitee of an Owner or Resident violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the Person found to have been in violation; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon the written demand of the Board to the fullest extent not prohibited by the Act;

(2) suspending an Owner's right to vote;

(3) suspending any Person's right to use any recreational facilities within the Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(4) suspending any services provided by the Master Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Master Association;

(5) entering a Lot and, if necessary, a Dwelling or Apartment, and exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(6) requiring an Owner, at its own expense, to remove any structure or Improvement on such Owner's Lot in violation of Article 4 and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(7) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other Invitee of an Owner or Resident who fails to comply with the terms and provisions of Article 4, the Development Standards and/or the Design Guidelines from continuing or performing any further activities in the Cadence Residential Community; and

(8) levying Specific Assessments to cover costs incurred by the Master Association to bring a Lot into compliance with the Governing Documents.

(9) In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(A) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(B) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(10) In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Master Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Master Association against the Lot and the Owner as a Specific Assessment. If a Neighborhood Association fails to perform its maintenance responsibilities, the Master Association may perform such maintenance and assess the costs as a Specific Assessment against all Lots within such Neighborhood. Except in an emergency situation, the Master Association shall provide the Owner or Neighborhood Association reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. 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.

The Master Association shall not be obligated to take any action if the Board reasonably determines that, under the facts and circumstances presented: (a) Master Association's legal position does not justify taking any or further enforcement action; (b) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with current law; (c) although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Master Association's resources; or (d) it is not in the Master Association's best interests to pursue an enforcement action. Such a decision shall not be construed a waiver of the right of the Master Association to enforce such provision at a later time under other circumstances or estop the Master Association from enforcing any other covenant, restriction or rule.

7.5 Implied Rights; Board Authority. The Master Association, by contract or other agreement, shall have the right but not the obligation to enforce applicable ordinances of the City and the County within the Cadence Residential Community for the benefit of the Master Association and its Members. Furthermore, the Master Association may permit the City and the County access for the enforcement of such ordinances within the Cadence Residential Community.

7.6 Indemnification of Officers, Directors and Others.

(a) Indemnification. The Master Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability may be permitted under the Governing Documents or applicable Nevada law.

(b) Claims Related to Breach of Duty. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful or wanton misfeasance or gross negligence. 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 behalf of the Master Association (except to the extent that such officers or directors may also be Members of the Master Association).

The Master Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. 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.

(c) Obligation to Maintain Adequate Insurance. The Master 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.

7.7 Security. The Master Association may, but shall not be obligated to, maintain or support certain activities within the Cadence Residential Community designed to make the Cadence Residential Community safer than it otherwise might be. Neither the Master Association nor Declarant shall in any way be considered insurers or guarantors of security within the Cadence Residential Community, nor shall either 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 any mechanism or system for limiting access to the Planned Community or the Cadence Residential Community, 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 Owner acknowledges, understands and covenants to inform its Residents of its Lot that the Master Association, its Board and committees, and Declarant are not insurers and that each Person using the Cadence Residential Community assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

7.8 Powers of the Master Association Relating to Neighborhood Associations. The Master Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Master Association or its Members or inconsistent with the Community-Wide Standard. The Master Association also shall have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Neighborhood Association shall take appropriate action required by the Master Association in a written notice within the reasonable time frame set by the Master Association in the notice. If the Neighborhood Association fails to comply, the Master Association shall have the right to effect such action on behalf of the Neighborhood Association and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

7.9 Provision of Services. The Master Association may provide or contract to provide for services and facilities for the benefit of all Owners and their Residents and Invitees, and shall be authorized to enter into contracts or agreements with other entities, including Declarant, to provide such services and facilities, which charges and fees shall be Common Expenses. The Board may charge use and consumption fees for such services and facilities. By way of example, some services and facilities which might be offered include landscape maintenance, pest control service, cable television service, internet service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. Nothing herein shall be construed as a representation by Declarant or the Master Association as to what, if any, services shall be provided. In addition, the Board shall be permitted to modify, cancel or



terminate existing services, in its discretion, unless (i) otherwise required by the Governing Documents or (ii) otherwise prohibited by the terms of any applicable contract or applicable law.

7.10 Relations with Other Property; Entities. The Master Association may enter into contractual agreements or covenants to share costs with any neighboring property or Private Amenity or entity to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of maintenance for the Common Elements.

7.11 Community Involvement Plan. From and after this Declaration is Recorded, the Master Association shall be responsible for the implementation of the Community Involvement Plan. Furthermore, in accordance with the Community Involvement Plan, the Master Association shall establish a permanent, standing committee of the Master Association (the "Community Involvement Committee") which will have day-to-day responsibility for the Community Involvement Plan and its implementation in accordance with the provisions of the Bylaws. The Master Association shall additionally publish on one (1) occasion each year notice of availability of the Community Involvement Plan in a newspaper of general circulation in the City.

## **Article 8.**

### **Master Association Finances**

8.1 Levy and Allocation of Base Assessments. Upon determining the total amount of income required to be generated through the levy of Base Assessments, the Master Association shall allocate such amount as a Base Assessment among all Lots subject to assessment based upon the assessment shares set forth below in this Section 8.1 ("Assessment Share"). The amount allocated to each Lot shall be then levied as a Base Assessment.

(a) Residential Lots and Mixed-Use Lots. Subject to the provisions of this Section 8.1(a) below, each Residential Lot and each Mixed-Use Lots shall be assessed one Assessment Share; provided, however, if a Residential Lot contains a Carriage Unit (regardless of whether the Carriage Unit is occupied), then the Assessment Share allocated to such Residential Lot shall be increased from and after the establishment of the Carriage Unit to one and one-half (1½) Assessment Share, in accordance with the provisions of Section 8.7(a) below.

(1) Unmapped Residential Lots. With respect to any portion of the Property that is owned by a Builder but which has not yet been subdivided into Lots pursuant to a Subdivision Map, the Base Assessments shall be calculated with respect to such parcels based on one (1) Assessment Share for each of the maximum number of Residential Lots and Mixed-Use Lots which are permitted to be created on such parcel pursuant to the terms of any declaration of restrictions Recorded by Declarant affecting such parcel until such time as the parcel has been so subdivided, or if no designation is made by Declarant, the maximum number of permissible Residential Lots and Mixed-Use Lots permitted under the applicable zoning designation for the parcel.

(2) Builder Adjustments. For so long as a Residential Lot is owned by a Builder prior to the conveyance to a Purchaser, the Base Assessment assessed against such Residential Lot shall be calculated as follows:

(A) Throughout the period that a Builder owns 1,000 or more Residential Lots, the Base Assessment shall be ten percent (10%) of an Assessment Share for each Residential Lot then owned by such Builder;

(B) Throughout the period that a Builder owns more than five hundred and one (501) Residential Lots but less than nine hundred ninety nine (999) Residential Lots, the Base Assessment shall be thirty percent (30%) of an Assessment Share for each Residential Lot then owned by such Builder; and

(C) Throughout the period that a Builder owns not more than five hundred (500) Residential Lots, the Base Assessment shall be fifty percent (50%) of an Assessment Share for each Residential Lot then owned by such Builder.

(b) Multi-Family Lots. Each Multi-Family Lot shall be assessed one Assessment Share for every five (5) Apartments located on that Multi-Family Lot. Prior to the completion of the Apartments on a Multi-Family Lot, any portion of the Property which is a parcel of vacant land or land on which Improvements are under construction shall be deemed to contain the number of Apartments that are designated for residential use for such parcel pursuant to the terms of any declaration of restrictions Recorded by Declarant against the Multi-Family Lot, or if no designation is made by Declarant, the maximum number of permissible Apartments permitted under the applicable zoning designation for the parcel. Notwithstanding the foregoing, if a Multi-Family Lot is Converted in conformance with the requirements of Section 3.4(i), then, from and after the date that the Supplemental Declaration is Recorded that establishes the Multi-Family Lot as a "common-interest community", each "unit" (as defined in the Act) therein shall be deemed to be a Residential Lot for the purposes of this Declaration and this Section 8.1.

8.2 Budgeting and Allocating Common Expenses. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year in compliance with the Act, which shall include the budget for the daily operation of the Master Association and an adequate reserve for the repair, replacement and restoration of the major components of the Common Elements and other Areas of Common Responsibility that the Master Association is obligated to maintain, repair, replace or restore pursuant to Section 8.4. The 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 Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 8.5. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the final budget or a summary thereof, together with notice of the amount of the Base Assessment to be levied pursuant to such budget and a copy of the Collection Policy, to each Owner within 60 days after the adoption of the budget and the Board shall set a date for a meeting of the Owners to consider ratification of the budget. The meeting shall be not less than 14 or more than 30 days after mailing of the budget or summary. Unless at that meeting a majority of the total aggregate voting power of the Master Association reject the budget, the budget is ratified, whether or not a quorum is present.

If any proposed budget is rejected, the periodic budget last ratified by the Owners continues until the Owners ratify a subsequent budget proposed by the Board.

Order: RLF8PMGR6

Address: 157 Volti Subito Way

Order Date: 05-22-2023

Document not for resale

HomeWiseDocs

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Owners to disapprove the revised budget as set forth above.

Notwithstanding the foregoing, to the fullest extent not prohibited by the Act, the Board shall have the power to increase the Base Assessments above the amount set forth in the budget adopted pursuant to the provisions of this Section 8.2, in the situations set forth below.

(a) Reserves. The Board shall have the power to increase the Base Assessments above the amount set forth in the budget adopted pursuant to the provisions of Section 8.2 above, if prior to the imposition or collection of a Base Assessment increase pursuant to this Subsection 8.2(a), the Board passes a resolution containing written findings that (1) the increase is necessary and reasonable to establish and/or carry out a funding plan for adequate reserves for the repair, replacement and restoration of the major components of the Common Elements and other Areas of Common Responsibility that the Master Association is obligated to maintain, repair, replace or restore, and (2) the increase is based on a reserve study prepared in accordance with NRS 116.31152. The resolution shall be distributed to the Members with a notice of Base Assessment increase not less than 30 nor more than 60 days prior to the increased Base Assessment becoming due.

(b) Emergency Situations. The Board shall also have the power to increase the Base Assessments above the amount set forth in the budget adopted pursuant to the provisions of Section 8.2 above, if prior to the imposition or collection of a Base Assessment increase pursuant to this Subsection 8.2(a), the Board passes a resolution containing written findings that the increase is necessary due to any Emergency Situation (as defined below). The resolution shall be distributed to the Members with a notice of Base Assessment increase not less than 30 nor more than 60 days prior to the increased Base Assessment becoming due. As used in this Subsection 8.2(b) "Emergency Situation" shall mean the occurrence of any one of the following: (i) an extraordinary expense required by an order of a court; (ii) an extraordinary expense necessary to repair or maintain the Cadence Residential Community or any portion thereof for which the Master Association is responsible when a threat to personal safety on the Property or the Cadence Residential Community is discovered; and (iii) an extraordinary expense necessary to repair or maintain the Property, the Cadence Residential Community, or any portion thereof for which the Master Association is responsible that could not have been reasonably foreseen by the Board when preparing the budget pursuant to Section 8.2 hereof.

8.3 Budgeting and Allocating Neighborhood Expenses. At least 60 days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year ("Neighborhood Budget"). Each such Neighborhood Budget shall be prepared in compliance with the Act, and shall include any costs for additional services or a higher level of services which the Owners in such Neighborhood have ratified pursuant to Section 6.4(a) and an adequate reserve for the repair, replacement and restoration of the major components of the Neighborhood Common Elements attributable to the Neighborhood pursuant to Section 8.4. The Neighborhood 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 Lots, and the amount required to be generated through the levy of Neighborhood and Special Assessments against the Lots in such Neighborhood.

The Master Association is hereby authorized to levy Neighborhood Assessments equally against all Lots in the Neighborhood which are subject to assessment under Section 8.7 to fund Neighborhood Expenses; provided, if so specified in the applicable Supplemental Declaration or if so directed by petition signed by a majority of the Owners within the Neighborhood, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Lots in proportion to the benefit received.

When applicable, the Board shall send a copy of the final Neighborhood Budget or a summary thereof, together with notice of the amount of the Neighborhood Assessment to be levied pursuant to such Neighborhood Budget, to each Owner within 60 days after the adoption of the Neighborhood Budget and the Board shall set a date for a meeting of the Owners in that Neighborhood to consider ratification of the budget. The meeting shall be not less than 14 or more than 30 days after mailing of the Neighborhood Budget or summary. Unless at that meeting a majority of the total aggregate voting power of that Neighborhood reject the budget the Neighborhood Budget is ratified, whether or not a quorum is present.

If any proposed Neighborhood Budget is rejected, the periodic budget last ratified by the applicable Owners in that Neighborhood shall continue in effect until the Owners ratify a subsequent Neighborhood Budget proposed by the Board of Directors.

The Board may revise the Neighborhood Budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements and the right of the Owners of Lots in the affected Neighborhood to disapprove the revised Neighborhood Budget as set forth above.

8.4 Budgeting for Reserves. The Board shall establish and maintain a separate reserve account for the repair, replacement and restoration of the major components of the Common Elements and other Areas of Common Responsibility that the Master Association is obligated to maintain, repair, replace or restore based upon the age, remaining life and the quantity and replacement cost of major components of the Common Elements, in accordance with the provisions of this Declaration and the Bylaws. While the reserve account of the Master Association may be combined with the applicable reserve funds of any Neighborhood, in no event may any reserve funds be used for the daily maintenance expenses of the Cadence Residential Community. The Board shall additionally cause to be conducted at least once every 5 years, or more often as may be required by the Act, a study of the reserves required for the repair, replacement and restoration of the major components of the Common Elements. Such reserve study shall be prepared in compliance with the Act and shall be reviewed at least annually (during the preparation of the Master Association budget) to determine if those reserves are sufficient in order to make any adjustments as may be necessary to maintain adequate reserves.

8.5 Special Assessments. In addition to other authorized assessments, the Master Association may levy Special Assessments to cover capital improvements, to cover unbudgeted expenses or to cover expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent the Requisite Membership Percentage (if Common Expense) or the Requisite Neighborhood Percentage (if Neighborhood Expense), and the written Consent of Declarant if during the Declarant Rights Period. Special Assessments shall be payable in such manner and at such times as

determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.6 Specific Assessments. The Master Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Master Association (which might include the items identified in Section 7.9). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Residents of the Lot, and their Invitees; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this subsection (b).

The Master Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Master Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents, subject to Notice and Hearing with respect to such Owners in the Neighborhood before levying any such assessment.

8.7 Authority To Assess Owners; Time of Payment. Declarant hereby establishes and the Master Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot as follows:

(a) Residential Lots and Custom Lots. The obligation to pay assessments shall commence as to each Residential Lot (including each Custom Lots) on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. Notwithstanding the foregoing, if after assessments have commenced on a Residential Lot, a Carriage Unit is established on the Residential Lot, the Base Assessment for such Residential Lot shall be increased pursuant to Section 8.1, effective on the first day of the month following the month in which the Carriage Unit has been established.

(b) Multi-Family Lots. The obligation to pay assessments shall commence as to each Multi-Family Lot added to this Declaration on the first day of the month following the month in which the Lot is made subject to this Declaration and shall be based on the number of Apartments located on such Lot (as set forth in Section 6.3(b) of this Declaration); provided, however, that if a Multi-Family Lot is Converted in conformance with the requirements of Section 3.4(i), then, from and after the date that the Supplemental Declaration is Recorded that establishes the Multi-Family Lot as a "common-interest community", each "unit" (as defined in the Act) therein shall be deemed to be a Residential Lot for the purposes of this Declaration and this Section 8.7.

The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot. Notwithstanding the foregoing, if a Subsidy Agreement is in effect, Assessments

as to all unsold Lots owned by Declarant shall commence upon termination or expiration of the Subsidy Agreement.

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 Lot and impose special requirements for Owners with a history of delinquent payment. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in monthly installments due on the first day of each month. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.8 Personal Obligation for Assessments. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay all Assessments authorized in the Governing Documents. All Assessments, together with interest at the rate established by the Board (not to exceed the maximum rate then allowed by applicable law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance.

Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Master Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for Assessments by non-use of the Common Elements, abandonment of his or her Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Master 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 Master Association shall furnish to any Owner liable for any type of Assessment a certificate in writing signed by a Master Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Master Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.9 Lien for Assessments. The Master Association shall have a lien against each Lot to secure payment of delinquent Assessments, as well as interest, late charges (subject to the limitations of Nevada law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens which are Recorded after the Recordation of this Declaration, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any Recorded first Mortgage (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. A lien under this Section is also prior to all first Mortgages described in (b) above to the extent that the Assessments are based on the periodic budget adopted by the Master Association in accordance with the provisions of this Declaration and would have become due in the

absence of acceleration, during the nine months immediately preceding institution of an action to enforce the Master Association's lien, or such shorter period as may be applicable by operation of the last paragraph of NRS 116.3116(2). Furthermore, notwithstanding the foregoing provisions of this Section 8.9, except as otherwise applicable by operation of the Act, the Master Association's lien for the costs and charges (including interest thereon to the extent permitted under the Act) incurred in accordance with the provisions of Section 7.2(d) of this Declaration, is prior to all other liens and encumbrances on a Lot except: (y) liens and encumbrances Recorded before Recordation of this Declaration; and (z) liens for real estate taxes and other governmental assessments or charges against the Lot. This Subsection does not affect the priority of mechanics' or materialmen's liens or the priority of a lien for other assessments made by the Master Association.

Fees, charges, late charges, fines and interest charged pursuant to the Act and the Governing Documents are enforceable as Assessments under this Section and, unless otherwise prohibited by the Act, the Master Association may foreclose upon a lien for unpaid Assessments regardless of whether the Assessment is comprised solely of fines levied against an Owner for violation of the Governing Documents.

The Master Association's lien may be foreclosed in the manner set forth in the Act or any other manner permitted by law; provided, however, that to the extent prohibited by the Act, the Master Association may not proceed to foreclose a lien hereunder if: (i) the Lot is "owner-occupied housing" (as defined in NRS 107.089) encumbered by a deed of trust; (ii) the beneficiary (or its successor beneficiary) under the deed of trust or the trustee under the deed of trust has recorded a notice of default and election to sell with respect to the Lot pursuant to NRS 107.080(2); and (iii) the trustee of Record under the deed of trust has not recorded the certificate provide to the trustee pursuant to NRS 107.086(d)(1) or (2).

The Master Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Master Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Master Association. The Master Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same:

Sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot from the lien for any subsequent Assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such Assessments due prior to the Mortgagee's foreclosure except to the extent that any such Assessments have priority over the lien of the first Mortgage under clause (b) of the first paragraph of this Section 8.9. The subsequent Owner of the foreclosed Lot shall not be personally liable for Assessments on such Lot due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to Assessment under Section 8.7, including such acquirer, its successors and assigns. The lien rights created in this Declaration shall be for the benefit of the Master Association.

8.10 Exempt Property. The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, Special Assessments and Specific Assessments:

(a) All Common Elements and such portions of the property owned by Declarant as are included in the Area of Common Responsibility;



(b) Any property dedicated to and accepted by the City, any governmental authority or public utility;

(c) Property owned by any Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common;

(d) The Commercial Components (which shall, however, be subject to payment of periodic amounts as set forth in Article 18, below; provided, however that Declarant shall have the right, but not the obligation, to grant exemptions and/or reductions in the periodic amounts assessed against Commercial Components used by Persons qualifying for tax exempt status under the Internal Revenue Code); and

(e) Any Lot that is exempt from taxation pursuant to NRS 361.125, but only to the extent that the Lot is exempt from any such assessments, charges and/or liens by operation of NRS 116.3102(3).

8.11 Capitalization of Master Association. Upon acquisition of record title to a Residential Lot by the first Purchaser, that first Purchaser shall make a contribution to the working capital of the Master Association in an amount equal to one-sixth (1/6) of the annual Base Assessment per Residential Lot for that year, and upon acquisition of record title to a Multi-Family Lot by an Owner other than Declarant, that first Owner shall make a contribution to the working capital of the Master Association in an amount equal to one-sixth (1/6) of the annual Base Assessment applicable to that Multi-Family Lot for that year. Capital contributions made under this Section 8.11 shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. Each Lot's share of the working capital fund shall be collected and then contributed to the Master Association by Declarant either at the time the sale of the Lot is closed or at the termination of the Declarant Control Period, if earlier. While Declarant is in control of the Board, Declarant cannot use any of the working capital funds to defray the Declarant's own development expenses or construction costs.

8.12 Subsidy Agreements and Declarant Advances.

(a) Subsidy Agreements. The Master Association is specifically authorized to enter into an agreement (a "Subsidy Agreement") with the Declarant under which such party agrees to subsidize, directly or indirectly, the operating costs of the Master Association in exchange for a temporary suspension of Assessments which would otherwise be payable by Declarant with respect to Lots owned by Declarant and/or those Lots owned by any Declarant affiliate, holding company, finance company or other third party, while the Lot is used by Declarant as a model home and/or sales office.

(b) Declarant Advances. During the Declarant Control Period, Declarant shall have the right, but not the obligation, to advance funds and/or make loan(s) to the Master Association ("Declarant Advances") from time to time for the sole purpose of paying Common Expenses in excess of Master Association funds then reasonably available to pay Common Expenses. The aggregate amount of any Declarant Advances outstanding from time to time, together with interest at a reasonable rate established by Declarant, shall be repaid by the Master Association to Declarant as soon funds are reasonably available therefore (or, at Declarant's sole and absolute discretion, may be set off and applied by Declarant from time to time against any and all past, current, or future Common Expense Assessments and/or contributions to reserve accounts, to such extent, if any, Declarant is obligated to pay any such amounts under this Declaration, any Subsidy Agreement, or under applicable Nevada law).



8.13 Administrative Transfer Fee. Upon the transfer of record title to a Lot by each Owner (including Declarant), the transferee of such Lot shall pay to the Master Association a transfer fee in such amount as may be reasonably determined by the Board from time to time to reimburse the Master Association for the administrative cost of transferring the membership in the Master Association to the new Owner on the records of the Master Association. The amount of the administrative transfer fees imposed under this Section shall be additionally subject to the limitations set forth in the Act.

8.14 Statement of Demand. The Master Association, upon written request, shall furnish an Owner or its authorized agent or Mortgagee, with a statement of demand to the Person who may request such a statement, in the form and content as may be required by the Act and for the fees and within the time frames as may be required by the Act. The statement is binding on the Master Association to the extent set forth in the Act.

#### **PART FOUR: COMMUNITY DEVELOPMENT**

*The Declaration reserves various rights to the Declarant in order to facilitate the smooth and orderly development of the Cadence Residential Community and to accommodate changes in the Master Plan which inevitably occur as a community the size of the Cadence Residential Community grows and matures.*

#### **Article 9. Expansion of the Community**

9.1 Expansion by Declarant. Declarant, from time to time, may make subject to the provisions of this Declaration all or any portion of the property described in Exhibit "D," together with any additional property not described in Exhibit "D" to the extent allowed by the Act, by Recording a Supplemental Declaration which describes the additional property to be subjected and which otherwise complies with the Act and the provisions of this Section 9.1. Declarant shall have the right hereunder to create up to a total of 16,000 Lots in the Cadence Residential Community and the right to designate additional Commercial Components hereunder. A Supplemental Declaration Recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant. Declarant's right to expand the Cadence Residential Community includes the right to create Lots, Common Elements, Neighborhoods and Neighborhood Common Elements with respect to such annexed property as well as the right to subject additional real property to the provisions of Article 18 and designate such real property as part of the Commercial Components.

Declarant's rights pursuant to this Section shall expire 20 years after this Declaration is Recorded. Until then, Declarant may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibits "B" or "D." Any such transfer shall be memorialized in a written, Recorded instrument executed by Declarant.

Nothing in this Declaration shall be construed to require Declarant or any of its respective successors to subject additional property to this Declaration or to develop any of the property described in Exhibit "D" in any manner whatsoever.

Each Supplemental Declaration which subjects real property to the Declaration shall contain the following information, as applicable:

- (a) A legal description of the real property to be annexed;
- (b) Whether the Lots contained within the real property to be annexed are Residential Lots or Multi-Family Lots, or whether the real property is designated as a Commercial Component;
- (c) The number of Lots. In addition, if any of the Lots to be annexed are Multi-Family Lots, then the Supplemental Declaration shall identify the maximum number of permissible Apartments as designated by Declarant;
- (d) A designation of the Neighborhood or Neighborhoods to which the Lots contained within the real property to be annexed are to be included within;
- (e) A legal description of the Common Elements included therein, if any;
- (f) If any part of the Common Elements is designated as Neighborhood Common Elements then the Supplemental Declaration shall identify the Neighborhood Common Elements and the Lots or Neighborhood to which such Neighborhood Common Elements are assigned;
- (g) If the real property being annexed is part of a Neighborhood Association, then the Supplemental Declaration shall identify the Neighborhood Association and specify the common property and any other property for which the Neighborhood Association has maintenance responsibility;
- (h) A description of any additional Areas of Common Responsibility for which the Master Association is to become obligated to maintain;
- (i) If a Builder has been designated by Declarant for the real property to be annexed, then the Supplemental Declaration shall include the name and address of the Builder;
- (j) State that the real property to be annexed is subjected to the covenants, conditions, and restrictions contained herein;
- (k) Provide for the readjustment of voting rights and assessment allocations in accordance with the formulas provided herein;
- (l) State that any such expansion shall be effective upon the Recordation of the Supplemental Declaration except as provided therein; and
- (m) Contain such other information as may be necessary to comply with the applicable provisions of the Act.

9.2 Expansion by the Master Association. The Master Association may also subject additional property to the provisions of this Declaration by Recording a Supplemental Declaration describing the additional property. Any such Supplemental Declaration shall require the affirmative vote of not less than the Requisite Membership Percentage at a meeting duly called for such purpose and the consent of the owner of the property. In addition, so long as Declarant (or any of its affiliates) owns or has rights to acquire any part of the property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, Declarant's consent shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Master Association, by the owner of the property and by Declarant, if Declarant's consent is necessary.

9.3 Additional Covenants and Easements. Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Master Association to maintain and insure such property and authorizing the Master Association to recover its costs through Neighborhood Assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4 Effect of Filing Supplemental Declaration. A Supplemental Declaration shall be effective upon Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Master Association and assessment liability in accordance with the provisions of this Declaration.

#### **Article 10. Additional Rights Reserved to Declarant**

10.1 Withdrawal of Property. Declarant reserves the right to amend this Declaration, so long as it has a right to annex additional property pursuant to Section 9.1, for the purpose of removing any portion of the Property, which has not yet been improved with structures, from the coverage of this Declaration, provided such withdrawal does not reduce the total number of Lots then subject to the Declaration by more than 10%. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is part of the Common Elements, the Master Association shall consent to such withdrawal.

10.2 Marketing and Sales Activities. Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Elements such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, sales offices, signs, flags, banners, displays, model units, and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities.

10.3 Right To Develop. Declarant and its respective employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Elements for the purpose of making, constructing and installing Improvements to (a) the Common Elements, (b) any real property which may be added to the Cadence Residential Community by Declarant under Article 9, (c) any real property owned by Declarant or which Declarant has the right to acquire, (d) any other real property adjacent to the Property, and (e) any part of the Commercial Components.

Every Person that acquires any interest in the Property acknowledges that the Cadence Residential Community is a master planned community, the development of which is likely to extend over many years, and agrees not to protest, challenge or otherwise object to (a) changes in uses or density of property outside the Neighborhood in which such Person holds an interest, or (b) changes in the Master Plan as it relates to property outside the Neighborhood in which such Person holds an interest.

10.4 Right To Approve Additional Covenants. No Person shall Record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted Recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and Recorded by Declarant. Once approved by Declarant and Recorded, any declaration (as defined in the Act) or similar instrument affecting any portion of the Property shall be in addition to and not in limitation of, the provisions of this Declaration. In the event of any conflict between this Declaration or any other Governing Document and any declaration (as defined in the Act) or similar instrument affecting any portion of the Property which is Recorded, then the terms of the Governing Documents shall control.

10.5 Right To Approve Changes in Standards. No amendment to or modification of any Rules and Regulations, the Design Guidelines or the Development Standards shall be effective without prior notice to and the written approval of Declarant so long as Declarant (or any of its affiliates) owns or has rights to acquire any part of the property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

10.6 Right To Merge or Consolidate the Master Association. Declarant reserves the right to merge or consolidate the Master Association with another common interest community of the same form of ownership.

10.7 Right To Appoint and Remove Directors During Declarant Control Period. Declarant may appoint and remove the Master Association's officers and directors during the Declarant Control Period in accordance with the provisions of this Declaration and the Governing Documents.

10.8 Right To Designate Sites for Governmental and Public Interests. For so long as Declarant (or any of its affiliates) owns or has rights to acquire any part of the of the Property, Declarant may designate sites within or adjacent to the Property for government, education, or religious activities and interests, including without limitation, fire, police, and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities.

10.9 Right To Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed and Recorded by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.10 Easement to Inspect and Right to Correct.

(a) Easement. Declarant reserves, for itself and such other Persons as it may designate, perpetual, non-exclusive easements throughout the Property to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, correcting, or improving any portion of the Property, including Lots and the Area of Common Responsibility. Declarant shall have the right to redesign, correct, or improve any part of the Property, including Lots and the Area of Common Responsibility.

(b) Right of Entry. In addition to the above easement, Declarant reserves a right of entry onto a Lot upon reasonable notice to the Owner; provided, in an emergency, no such notice need be given. Entry into a Lot shall be only after Declarant notifies the Owner (or Resident) and agrees with the Owner regarding a reasonable time to enter the Lot to perform such activities. Each Owner agrees to cooperate in a reasonable manner with Declarant in Declarant's exercise of the rights provided to it by this Section. Entry onto the Area of Common Responsibility and into any Improvements and structures thereon may be made by Declarant at any time, provided advance notice is given to the Master Association.

(c) Master Association. From and after the date that Declarant (or any of its affiliates) no longer owns or has rights to acquire any part of the property described in Exhibit "B" or "D", or such earlier date that Declarant may elect in a Recorded instrument, the Master Association shall have each of the easements and rights of entry set forth in Sections 10.10(a) and (b) above, but only to the extent reasonable and necessary in the performance of the Master Association's express obligations set forth in this Declaration.

10.11 Exclusive Rights To Use Name of Development. No Person shall use the name "Cadence" or any derivative of such name in any printed or promotional material without the prior written consent of Declarant. However, Declarant has consented to the use of the name "Cadence" in printed or promotional materials by Declarant, Builders and Owners, where such term is used solely to specify that particular property is located within the Cadence Residential Community and the Master Association shall be entitled to use the word "Cadence" in its name.

10.12 Reservation of Rights Relating to Provision for Telephone/Cable Services. Declarant hereby reserves for itself and its successors, assigns and transferees, rights of access, ingress, and egress over, in, upon, under, and across the real property contained within the Cadence Residential Community, including all Lots and Master Association Property, for the construction, installation, repair and replacement of all facilities necessary to provide cable television, telephone and Internet service to the Lots or Private Amenities; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to interfere unreasonably with the occupancy, use, enjoyment, or access by each Owner or Resident and their Invitees, to that Owner's Lot or the Master Association Property. Declarant additionally reserves to the fullest extent permitted by law but subject to the time limit set forth in Section 10.14 hereof, to grant providers exclusive rights for the marketing and provision of television cable, telephone and Internet services to Lots or Private Amenities.

10.13 Equal Treatment. For so long as Declarant (or any of its affiliates) or any Builder owns any part of the real property described in Exhibits "B" and/or "D," neither the Master Association nor any Neighborhood Association shall, without the prior consent of Declarant and/or any Builder to the extent that each may be affected, adopt any policy, rule, or procedure that:

(i) limits the access of Declarant, any Builder, and their respective successors, assigns, and affiliates or their employees, agents, representatives, and/or guests, including visitors, to the Common Elements of the Master Association or to any real property owned by any of them;

(ii) limits or prevents Declarant, any Builder, and their respective successors, assigns, and affiliates or their personnel from advertising, marketing, or using the Master Association or its Common Elements or any real property owned by any of them in promotional materials;

(iii) limits or prevents Owners from becoming members of the Master Association, subject to the provisions of this Declaration and the Bylaws, or enjoying full use of its Common Elements;

(iv) impacts the ability of Declarant, any Builder, and their respective successors, assigns, and affiliates, to carry out to completion its development plans and related construction activities for the Cadence Residential Community, as such plans are expressed in the Master Plan, as such may be amended and updated from time to time. Policies, rules, or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by Declarant of easements necessary to complete the Cadence Residential Community shall be expressly included in this provision. Easements that may be established by Declarant shall include but shall not be limited to easements for development, construction, and landscaping activities and utilities; or

(v) impacts the ability of Declarant, any Builder, and their respective successors, assigns, and affiliates to develop and conduct customer service programs and activities in a customary and reasonable manner.

Neither the Master Association nor any Neighborhood Association shall exercise its authority over the Common Elements to interfere with the rights of Declarant, or any Builder set forth in this Declaration or to impede access over the streets and other Common Elements within the Property to any portion of: (1) the Property, (2) any other property that may be added to the Cadence Residential Community under Article 9, (3) the Private Amenities, or (4) the Commercial Components.

10.14 Other Rights. Declarant hereby reserves all other easements, rights, powers, and authority of Declarant set forth in this Declaration.

10.15 Exemption of Declarant. Notwithstanding anything to the contrary in this Declaration, the following shall apply:

(a) Nothing in this Declaration shall limit, and no Owner or Master Association or Neighborhood Association shall do anything to interfere with, the right of Declarant to complete excavation and grading and the construction of Improvements to and on any portion of the real property described on Exhibits "B" and "D", or to alter the foregoing and Declarant's construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of its development of the Planned Community.

(b) This Declaration shall in no way limit the right of Declarant to grant additional licenses, easements, reservations and rights-of-way to itself, to governmental or public authorities (including without limitation public utility companies), or to others, as from time to time may be reasonably necessary to the proper development and disposal of Lots.

(c) Prospective Purchasers and Declarant shall have the right to use all and any portion of the Common Elements for access to the sales facilities of Declarant.

10.16 Termination of Rights. The rights contained in this Article 10 shall terminate as specifically provided in NRS Chapter 116, or upon the earlier of (a) thirty (30) years from the conveyance of the first Lot to a Purchaser (provided that if Declarant or any of its affiliates still owns or has rights to acquire any of the property described in Exhibits "B" or "D" on such thirtieth (30th) anniversary date,

Order: RLF8PMGR6

56

Address: 157 Volti Subito Way

Order Date: 05-22-2023

Document not for resale

HomeWiseDocs

then such rights and reservations shall continue for one successive period of twenty (20) years thereafter), or (b) Recording by Declarant of a written statement that all new Lot sales activity has ceased in the Cadence Residential Community. (Thereafter, Declarant and Builders may continue to use the Common Elements for the purposes stated in this Article 10 only pursuant to a rental or lease agreement between Declarant and the Master Association which provides for rental payments based on the fair market rental value of any such portion of the Common Elements). This Article 10 shall not be amended during the Declarant Rights Period without the prior written consent of Declarant.

#### **PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY**

*The nature of living in a planned community, with its wide array of properties and development types and its ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Declarant, the Master Association, and others within or adjacent to the community.*

#### **Article 11. Easements**

**11.1 Easements in the Common Elements.** Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Elements for the purposes for which each such Common Element is intended, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Master Association;
- (c) The Board's right to:
  - (i) adopt rules regulating use and enjoyment of the Common Elements, including, without limitation, rules limiting the number of guests who may use the Common Elements;
  - (ii) suspend the right of an Owner to use recreational facilities within the Common Elements (A) for any period during which any charge against such Owner's Lot remains delinquent more than 30 days, and (B) for a reasonable period of time, as established by the Board from time to time after Notice and Hearing;
  - (iii) dedicate or transfer all or any part of the Common Elements, subject to such approval requirements as may be set forth in this Declaration;
  - (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Elements;
  - (v) permit use of any recreational facilities situated on the Common Elements by persons other than Owners, their families, lessees and guests with or without payment of use fees established by the Board and designate other areas and facilities within the Area of Common Responsibility as open for the use and enjoyment of the public; and

(vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Section 17.5 and subject to the Act;

(d) The rights of certain Owners to the exclusive use of those portions of the Common Elements designated "Neighborhood Common Elements," as described in Article 13;

(e) The use restrictions set forth in Section 3.5 and any other applicable covenants;  
and

(f) The right of the Master Association to rent or lease any portion of any clubhouse or other recreational facilities within the Common Elements on a short-term basis to any Person approved by the Master Association for the exclusive use of such Person and such Person's family and guests.

Any Owner may extend his or her right of use and enjoyment to the Resident of that Owner's Lot, and the Family members and Invitees of that Owner or Resident, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot for the period of the lease.

#### 11.2 Easements of Encroachment and Maintenance.

(a) Encroachment. Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent portion of the Common Elements and between adjacent Lots due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

(b) Maintenance. Reciprocal, non-exclusive easements are hereby granted to each Owner and each Lot, over the adjoining Lot(s), for: (1) the control, installation, maintenance and repair of any drainage facilities serving such Owner's Lot; (2) drainage of water resulting from the normal use thereof or of neighboring Lots (including without limitation, over and across the roofs, gutters and drains of adjacent Dwellings thereon) and/or Common Elements; and (3) the use, maintenance, repair and replacement of the Owner's Lot and Dwellings to the extent reasonably necessary to perform such use, maintenance, repair and/or replacement. If any Owner exceeds the scope of any easement granted under this Section 11.2(b) and thereby causes bodily injury or damage to property, the injured or damaged Owner shall pursue any and all resultant claims against the offending party, and not against the Master Association, Declarant or any applicable Builder.

#### 11.3 Easements for Utilities, Etc.

(a) Installation and Maintenance. Declarant reserves for itself, and each Builder, so long as Declarant (or any of its affiliates) owns or has the right to acquire any part of the property described in Exhibit "B" or "D" of this Declaration, and grants to the Master Association and all utility providers, perpetual non-exclusive easements throughout the Common Elements and the Property (but not through a structure) to the extent reasonably necessary for the purpose of:



(i) installing utilities and infrastructure to serve the Cadence Residential Community, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, drainage systems, street lights and signage on property which Declarant (or any of its affiliates) owns or within public rights-of-way or easements reserved for such purpose on Recorded plats;

(ii) inspecting, maintaining, repairing and replacing the utilities, infrastructure and other Improvements described in Section 11.3(a)(i); and

(iii) access to read utility meters.

(b) Specific Development. Declarant also reserves for itself the non-exclusive right and power to grant and Record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described in Exhibits "B" and "D." The Owner of any property to be burdened by any easement granted pursuant to this subsection (b) shall be given written notice in advance of the grant. The location of the easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Regardless of whether such specification is made, upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or Resident.

11.4 Easements To Serve Additional Property. Declarant hereby reserves for itself and its respective duly authorized agents, successors, assigns, and mortgagees, an easement over the Common Elements for the purposes of enjoyment, use, access, and development of the property described in Exhibit "D," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Elements for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Elements as a result of their actions in connection with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Master Association to share the cost of any maintenance which the Master Association provides to or along any roadway providing access to such Property.

11.5 Easements for Maintenance, Emergency and Enforcement. Declarant grants to the Master Association the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

11.6 Easements for Private Amenities. Every Lot and the Common Elements and the common property of any Neighborhood Association are burdened with those easements set forth in Section 15.5.

11.7 Easement for Special Events. Declarant hereby reserves for itself and its respective successors, agents, assigns and designees, a perpetual, nonexclusive easement over the Common Elements for the purpose of sponsoring or conducting activities, events or projects of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the Residents of its Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement. The Master Association shall take no action which would interfere with or otherwise attempt to restrict the exercise of this easement.

11.8 Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself and its respective successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon any body of water, and such other portions of the Property to the extent reasonably necessary to access the related water facilities, located within the Area of Common Responsibility to: (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair structures and equipment used for retaining water; (c) maintain such areas in a manner consistent with the Community Standards; and (d) replace, remove, and/or fill in such bodies of water. Declarant, the Master Association, and their successors, assigns, and designees shall have an access easement over and across any of the Property abutting or containing bodies of water to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Master Association and their respective successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Elements and Lots (but not the dwellings thereon) adjacent to or within 100 feet of any body of water constituting a part of the Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) alter in any manner and generally maintain the bodies of water within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant, or any other Person liable for damage resulting from flooding due to heavy rainfall, or other natural occurrence.

11.9 Easements for Cross-Drainage. Declarant hereby reserves for itself and grants to the Master Association easements over every Lot and the Common Elements (and other portions of the Area of Common Responsibility, to the extent practicable) for natural drainage of storm water runoff from other portions of the Property provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected Property, the Board and the Declarant (during the Declarant Rights Period).

11.10 Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its respective designees all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Property, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Property for access, and for installation and maintenance of facilities and equipment to

capture and transport such water, runoff, and effluent. This Section 11.10 may not be amended without the consent of Declarant or its successor, and the rights created in this Section 11.10 shall survive termination of this Declaration.

11.11 Easements for Parking; Easements for Vehicular and Pedestrian Traffic. The Master Association, through the Board, is hereby empowered to establish "parking" and/or "no parking" areas within the Common Elements, and to establish Rules and Regulations governing such matters, as well as to enforce such parking limitations and rules by all means lawful for such enforcement on public streets and private alleys, including the removal of any violating vehicle, by those so empowered, at the expense of the Owner of the violating vehicle. If any temporary guest or recreational parking is permitted within the Common Elements, such parking shall be permitted only within any spaces and areas clearly marked for such purpose.

11.12 Easements for Public Service Use. In addition to the foregoing easements over the Common Elements, there shall be and Declarant hereby reserves for itself, all future Owners within the Property, and all Persons owning or occupying any other portion of the real property within the Planned Community, easements for: (a) placement of any fire hydrants on portions of certain Lots and/or Common Elements, and other purposes normally related thereto; and (b) City, County, state and federal public services, including but not limited to, the right of postal, law enforcement, and fire protection services and their respective employees and agents, to enter upon any part of the Common Elements or any Lot, for the purpose of carrying out their official duties.

11.13 Easement to Perform Testing.

(a) Activities Pursuant to Closure Plan. Declarant reserves, for itself and such other Persons as it may designate, non-exclusive easements over, across and under the Property and each Lot therein for the purpose of conducting confirmatory soil samples on each Lot prior to the issuance of a building permit on each Lot and of performing any remediation and inspection activities that may be required to be performed by Declarant pursuant to the Closure Plan (as defined in Section 22.2(a)(2) hereof). The easements granted in this Section shall automatically terminate with respect to each Lot upon the issuance of a valid building permit for the Lot.

(b) Other Activities. Declarant reserves, for itself and such other Persons as it may designate, perpetual, non-exclusive easements over, across and under the Property (and each Lot and Common Element therein) for the purpose of conducting and monitoring soil and/or groundwater samples, performing remediation and/or inspection activities, and performing such other activities as may be required by the Nevada Department of Environmental Protection or otherwise may be deemed appropriate by Declarant.

(c) Use and Restoration. All work associated with the exercise of any of the easements described in this Section 11.13 shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Regardless of whether such specification is made, upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work.

(d) Amendment; Survival. This Section 11.13 may not be amended without the consent of Declarant or its successor, and the rights created in this Section 11.13 shall survive termination of this Declaration.

## Article 12. Custom Lots

12.1 General; Supplemental Declaration. Pursuant to Supplemental Declaration(s), Custom Lots shall comprise Custom Lot Neighborhood(s), and shall be subject to additional covenants, conditions and restrictions set forth in this Article 12 and any set forth by Declarant in its sole discretion (including, but not necessarily limited to, additional requirements such as specific time deadlines for commencement and completion of construction of the custom home on each Custom Lot by the Owner thereof).

12.2 Additional Design Guidelines. Declarant, in its sole discretion, from time to time may promulgate additional Design Guidelines for Custom Lots (in which event, the Owners of Custom Lots and the CDRC shall additionally follow and abide by the Design Guidelines in the implementation of Article 4).

12.3 Commencement and Completion of Construction on Custom Lots. Each Custom Lot conveyed by Declarant to a Purchaser which does not have a Dwelling constructed thereon at the time the deed of conveyance is Recorded shall be subject to the construction requirements, time limitations and penalties set forth in this Section 12.3.

(a) Time Limits.

(1) Submittal. Within 18 months from the Transfer Date, the Owner of the Custom Lot shall submit to the CDRC for approval plans and specifications for a Dwelling which conform to the requirements of this Declaration, the Development Standards and the Design Guidelines. As used herein, the "Transfer Date" shall mean for each Custom Lot the date upon which Declarant Recorded a deed conveying a Custom Lot to a Purchaser without a Dwelling constructed thereon.

(2) Commencement of Construction. The Owner of the Custom Lot must commence construction of a Dwelling on the Custom Lot in accordance with plans and specifications approved by the CDRC within 24 months after the Transfer Date and thereafter the construction must be performed diligently and continuously until completed. As used herein, the date by which construction must be commenced is referred to as the "Commencement Deadline Date." Furthermore, for the purposes of this Section 12.3, construction of a Dwelling shall be deemed to have commenced when the pouring of the slab for the Dwelling is completed ("Construction Commencement Date").

(3) Completion of Construction. The Owner of a Custom Lot must complete construction of the Dwelling (together with all other structures, alterations, additions or Improvements on the Custom Lot approved by the CDRC) and obtain an unconditional Certificate of Occupancy from the City for the Dwelling on the Custom Lot ("Certificate of Occupancy"), constructed in full accordance with plans and specifications approved by the CDRC, within 24 months following the Construction Commencement Date ("Completion of Construction").

(4) Landscaping. Within 90 days of obtaining the Certificate of Occupancy for the Dwelling on the Custom Lot, the Owner of the Custom Lot must complete installation of landscaping within the front yard portion of the Custom Lot. Furthermore, within 1 year of the issuance of the Certificate of Occupancy, all rear yard landscaping must be completed.

(5) Example of Application of Timeline. For example, if Declarant Records a deed that conveys an unimproved Custom Lot to a Purchaser on December 12, 2008, the Transfer Date

for that Custom Lot would be December 12, 2008; the deadline for submitting plans and specifications to the CDRC for that Custom Lot would be June 12, 2010; the "Commencement Deadline Date" would be December 12, 2010; and the deadline for obtaining an unconditional Certificate of Occupancy would be June 12, 2012.

(6) Limitations. In no event shall the construction of any building, structure, addition, alteration, or Improvement be commenced prior to approval by the CDRC of the plans and specifications therefor in accordance with Article 4 of this Declaration. The CDRC's duly appointed agents may enter upon any Custom Lot at any reasonable time or times to inspect the progress or status of any such construction, alteration or other work. The CDRC may record a notice reflecting the fact that any such work has not been approved or is not being done in accordance with approved plans.

(b) Master Association Remedy for Failure to Comply. If, after the expiration of any of the time periods set forth in Section 12.3(a), a required performance has not been completed, the Master Association may, after Notice and Hearing as set forth in the Bylaws, assess a Construction Penalty against the Owner of the Custom Lot in an amount not to exceed \$50.00 per day, or such other amount approved by the Board up to the maximum amount permitted under the Act, for each day after the applicable deadline that such performance has not been completed. Any Construction Penalty assessed hereunder shall be levied as a Specific Assessment against the applicable Owner and Custom Lot enforceable in accordance with Article 8 hereof. If, after construction has commenced, the CDRC finds that construction is not progressing continuously on any Custom Lot, as evidenced by a cessation of labor on such Custom Lot for a period in excess of 20 days, the CDRC may initiate the accrual of the foregoing Specific Assessment against the applicable Owner and Custom Lot. The accrual of such Specific Assessment may be initiated regardless of whether the deadline for completion of construction has passed. Such Specific Assessment shall continue to accrue until the CDRC finds that construction is again progressing in a duly diligent manner.

(c) Declarant's Repurchase Option. If construction has not commenced on any Custom Lot on or before the Commencement Deadline Date, Declarant shall have the right (but not the obligation) to repurchase the Custom Lot from its then-Owner. Declarant shall have a period of 6 months from the Commencement Deadline Date (the "Repurchase Period") in which to give written notice to the then-Owner of such intent. Declarant shall have 20 days from the receipt of such notice from Owner in which to deliver its Notice of Repurchase. If Declarant fails to deliver its Notice of Repurchase within that 10 day period, Owner may then proceed to commence construction, and Declarant's right to repurchase shall be terminated. Each Owner, by acquiring title to any interest in a Custom Lot agrees that, should Declarant decide to repurchase, the repurchase shall be at the price Declarant originally sold that Custom Lot to a party other than Declarant. The foregoing Specific Assessment set forth in Section 12.3(b) shall continue to accrue against such Custom Lot until the date construction is commenced or the closing of the repurchase, and the total accrued amount shall be payable to the Master Association. If, after the transfer of a Custom Lot from the Declarant to a party other than Declarant, fee title to the Custom Lot is revested in the Declarant by operation of this Section 12.3(c), or by foreclosure, operation of law or any other means, any and all Specific Assessments accruing against such Custom Lot shall cease to accrue, any accrued Specific Assessments and any liens therefor against such Custom Lot shall be extinguished and null and void, and Declarant shall in no way be liable therefor. Upon any subsequent transfer of the reacquired Custom Lot by Declarant, such Custom Lot shall be subject to all Specific Assessments as provided in this Declaration in the same manner as when Declarant first conveyed the Custom Lot.

(d) Cash Security for Repairs. In addition to the responsibilities for repair of the Common Elements set forth elsewhere in this Declaration, during the course of construction and/or landscaping installation on a Custom Lot, the Owner thereof shall be responsible, at its expense, for the prompt repair and/or replacement of the Common Elements (including, without limitation, sidewalks, curbs, street paving and Declarant installed walls, landscaping and irrigation systems) damaged or destroyed by the Owner, its agents, contractors or employees. No Owner shall commence construction on a Custom Lot until it has deposited with the Master Association cash in an amount required by the CDRC with the approval of the Board. The amount thereof shall not, however, be less than \$5,000. Said cash shall be held by the Master Association as security for the repair by the Owner of any Common Elements damaged during the course of construction and landscape installation and/or the payment of any fines levied in connection with the construction. Should the Owner fail to satisfactorily and promptly replace or repair any such damage upon request by the CDRC, the Master Association may effect repair or replacement at the expense of Owner and utilize the cash in payment or partial payment therefor. If the amount of such cash is insufficient to reimburse the Master Association for the full cost of such repair or replacement and/or the payment of any fines levied in connection with the construction, any such deficiency shall be charged to the Owner and applicable Custom Lot as a Specific Assessment, the payment of which shall be enforceable in accordance with the provisions of Article 8. The CDRC may require the deposit of additional sums in such amounts as it may, from time to time, deem desirable to ensure repair of the Common Elements during the course of construction and landscape installation.

(e) Inspection of Construction. In order to ensure that a Dwelling and all other Improvements constructed upon a Custom Lot by an Owner are constructed in accordance with the approved plans and specifications and the Design Guidelines, the CDRC shall have the right to inspect the construction of such Dwelling and other Improvements as they progress and as more fully set forth in the Design Guidelines. Each Owner agrees that the Master Association and the CDRC shall have no obligation or liability regarding the actual construction of the Dwelling or Improvements on any Custom Lot and that the Master Association's inspection of the construction of the Dwelling and Improvements upon a Custom Lot are to ensure that they have been built in accordance with the Design Guidelines only.

(f) Damage of Property of Others. The repair and the costs to repair any damage caused to the Common Elements or other Custom Lots by any Owner or such Owner's contractors or other agents shall be the obligations of such Owner. In the event an Owner fails to make repairs after the Owner or the Owner's contractors or agents cause damage to the Common Elements, the Master Association shall have the right to make such repairs and charge back any amount expended making such repairs to the Owner as a Specific Assessment which is collectible in accordance with Article 8 of this Declaration. Such costs may also be withheld and included as part of the cash security set forth in Section 12.3(d) above.

(g) Additional Construction Restrictions. Until such time a Dwelling and all landscaping on a Custom Lot are completed in accordance with the provisions of this Declaration, each Custom Lot Owner shall comply with the following obligations and restrictions:

(1) In order to preserve the structural integrity of the foundation of the Dwellings and other Improvements on each Lot, no sprinkler irrigation system or equipment may be installed on any Lot within three feet (3') of any block wall, wall or fence; only trickle or drip irrigation systems are permitted within such areas.

(2) Before any structures, hardscapes, or underground pipes or conduits are installed on a Lot by an Owner, each Owner is encouraged to seek the advice of a qualified soils and/or

structural engineer as to how to mitigate the potential adverse effects of the soil. DUE TO THE CONDITIONS OF THE SOILS WITHIN THE PROJECT, IT IS IMPERATIVE THAT OWNER NOT INTERFERE OR CHANGE THE ESTABLISHED DRAINAGE PATTERN(S) on a Lot without consulting a licensed landscape architect or civil engineer.

(3) If, before any work commences on a Custom Lot, a wall or fence has been constructed as part of the original construction by an immediately adjacent Custom Lot (with the approval of the CDRC) along the boundary line of the two immediately adjacent Custom Lots, then the Custom Lot Owner shall be required to use the existing wall or fence and shall not be permitted to construct another wall or fence along the existing wall or fence. Custom Lot Owners are encouraged to together to reasonably share the construction costs for any such shared wall or fence. Neither the Master Association (including the Board and any committees) nor Declarant shall in any way be obligated or have any responsibility to: allocate the costs of any such shared wall or fence among adjacent Custom Lot Owners, or to collect and disburse any payments that may be claimed due by any Custom Lot Owner for the cost to construct any such shared wall or fence.

(4) Each Custom Lot shall be maintained and used in a manner that complies with all applicable local, state and federal requirements, including without limitation, those pertaining to dust control, the pollution or contamination of storm water, including, but not limited to regulations regarding prevention, control and reduction of discharge of pollutants and the discharge of urban use water.

(5) All portions of the Custom Lot which are visible from surrounding property shall be kept free of weeds and debris, and all scrap materials and waste generated by the construction activities shall be removed by the end of each day.

(6) No staging may occur on any property other than the Custom Lot, unless the Owner of another Custom Lot grants written permission to the owner of the Custom Lot to allow staging on the other Custom Lot.

(7) All debris and materials used or generated in connection with the construction activities pertaining to a Custom Lot may not be placed or stored on any property other than the Custom Lot.

(8) All construction activities pertaining to a Custom Lot must be performed in a commercially reasonable manner using diligent efforts to control ambient dust and the accumulation of dust on the Custom Lot and/or dispersion of dust from the Custom Lot.

(9) The construction of Custom Lot improvements shall be undertaken using commercially reasonable methods, equipment, techniques and activities to abate noise and to mitigate and abate noise pollution.

(10) No parking of any vehicles or storage of any materials may occur on any Custom Lot, except in connection with the construction activities pertaining to such Custom Lot or another Custom Lot (with the consent of the Custom Lot Owner).



**Article 13.**  
**Neighborhood Common Elements**

13.1 Purpose. Certain portions of the Common Elements may be designated as Neighborhood Common Elements and reserved for the exclusive use or primary benefit of Owners and Residents within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Neighborhood Common Elements may include entry features, landscaped medians and cul-de-sacs, lakes and other portions of the Common Elements within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of Neighborhood Common Elements shall be a Neighborhood Expense allocated among the Owners in the Neighborhood(s) to which the Neighborhood Common Elements are assigned.

13.2 Designation. Initially, any Neighborhood Common Elements shall be designated as such in the deed conveying such area to the Master Association or on the subdivision plat relating to such Common Elements; provided, however, any such assignment shall not preclude Declarant from later assigning use of the same Neighborhood Common Elements to additional or different Lots and/or Neighborhoods by a Supplemental Declaration, so long as Declarant has a right to subject additional property to this Declaration pursuant to Section 9.1.

Thereafter, a portion of the Common Elements may be assigned as Neighborhood Common Elements and Neighborhood Common Elements may be reassigned upon approval of the Board and the vote or consent of the Owners constituting the Requisite Membership Percentage and the vote or consent of the Requisite Neighborhood Percentage within the Neighborhood(s) affected by the proposed assignment or reassignment. As long as Declarant (or any of its affiliates) owns or has rights to acquire any part of the property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, any such assignment or reassignment shall also require Declarant's written consent.

13.3 Use by Others. Upon approval of a majority of Owners of Lots within the Neighborhood to which any Neighborhood Common Elements are assigned, the Master Association may permit Owners of Lots in other Neighborhoods to use all or a portion of such Neighborhood Common Elements upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Neighborhood Common Elements.

**Article 14.**  
**Party Walls and Other Shared Structures**

14.1 General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. 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 thereto.

14.2 Maintenance; Damage and Destruction. The cost of reasonable repair and maintenance of a party structure shall be shared equally among the Owners who make use of the party structure or benefit from.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has



used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

14.3 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

14.4 Disputes. Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article 16.

### **Article 15. Private Amenities**

15.1 General. Neither membership in the Master Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owner of the Private Amenities. The respective owner of each Private Amenity shall have the right, from time to time its sole and absolute discretion and without notice, to establish, amend or waive the terms and conditions of use of its respective Private Amenity, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

15.2 Conveyance of Private Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made or authorized to be made by Declarant, the Master Association, any Builder, or by any Person acting or purporting to be acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenity may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Private Amenity by a Person (including the City or any other governmental authority) other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenity or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity; or (c) the conveyance of any Private Amenity to one or more of Declarant's affiliates, shareholders, employees, or independent contractors. Consent of the Master Association, any Neighborhood Association, or any Owner shall not be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

15.3 View Impairment. Neither Declarant, the Master Association, nor the owner of any Private Amenity, guarantees or represents that any view over and across the Private Amenity from Lots adjacent to the Private Amenity will be preserved without impairment. The respective owner of each Private Amenity, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to its Private Amenity from time to time.

15.4 Cost Sharing. The Master Association may enter into a contractual arrangement or covenant to share costs with the owner of any Private Amenity obligating the owner of a Private Amenity to contribute funds for, among other things, shared property or services and/or a higher level of Common Element maintenance.

15.5 Rights of Access and Parking. For purposes of this Article 15; the Property shall comprise the burdened property ("Burdened Property") and each Private Amenity (including, but not necessarily limited to, any hotel and/or gaming establishment, office facility, retail center, sales center, communications facilities, and club house) shall comprise the benefited property ("Benefited Property"). Each owner of the Benefited Property, and portions thereof, is referred to herein as a "Benefited Property Owner." In addition to, and without limiting, any other easement set forth in this Declaration, Declarant has deemed it desirable to establish certain protective covenants, conditions, restrictions and easements on and running with the Burdened Property, for the benefit of the Benefited Property, in part to protect Declarant and any owner(s) of all or any part of the Benefited Property, against improper or inappropriate development and use of, and/or restrictions on, the Burdened Property or any part thereof.

The use restrictions set forth in the Governing Documents shall inure to the benefit of the Benefited Property and each Benefited Property Owner, to the extent reasonably appropriate.

The Master Association and each Benefited Property Owner shall cooperate to the maximum extent reasonably possible in the respective operation of the Property and each respective Private Amenity. Notwithstanding the foregoing, without the prior written consent of each respective Benefited Property Owner in its sole discretion: (a) the Master Association shall have no power to promulgate or enforce rules or regulations affecting activities on or use of the Benefited Property, and ~~(b) the Benefited~~ Property shall not be subject to any Master Association assessments, or other Master Association charges, including, but not limited to, such assessments or charges for use, maintenance, or repair of the Common Elements.

The covenants, conditions, restrictions, and reservation of easements, contained herein shall run with, burden and bind the Burdened Property and shall inure to the benefit of the Benefited Property and each Benefited Property Owner, and shall be enforceable by each Benefited Property Owner. Neither this Section, nor any other portion of this Declaration which affects any part of the Benefited Property or the use and enjoyment thereof, may be terminated, extended, modified, or amended, as to any portion of the Burdened Property, except by Recorded instrument executed and acknowledged by each respective Benefited Property Owner of Record.

15.6 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Private Amenity (including without limitation any other provision of this Declaration which would adversely affect the Benefited Property Owner, the Benefited Property, or access to or use and enjoyment of the Private Amenities), may be made without the written approval of the Private Amenity and the Benefited Property Owner. The foregoing shall not apply, however, to amendments made by Declarant.

15.7 Jurisdiction and Cooperation. It is Declarant's intention that the Master Association and the Private Amenity shall cooperate to the maximum extent possible in the operation of the Cadence Residential Community and the Private Amenity. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Development Standards. The Master Association shall have no power to promulgate use restrictions or Rules affecting activities on or use of

the Private Amenity without the prior written consent of the owners of the Private Amenity affected thereby.

## **PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY**

*The growth and success of the Cadence Residential Community as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in the community.*

### **Article 16.**

#### **Dispute Resolution and Limitation on Litigation**

16.1 Consensus for Master Association Litigation. Except as provided in this Section, the Master Association shall not commence a judicial or administrative proceeding without first providing written notice of such proposed action to each Member at least twenty-one (21) days before a meeting to vote on such proposed action and obtaining the approval at such meeting of at least 80% of the total voting power of the Master Association. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the payment of an assessment or an assessment lien or other lien against an Owner as provided for in this Declaration; or (b) actions brought by the Master Association to otherwise enforce compliance with the Governing Documents by, or to obtain other relief from, any Owner or Resident who has violated any provision thereof; or (c) defenses, affirmative defenses, and/or counterclaims brought by the Master Association in proceedings instituted against the Master Association; or (d) actions brought by the Master Association to protect against any matter which imminently and substantially threatens or effects the health, safety and welfare of not less than 80% of the Owners based upon a physical inspection by a third party licensed professional with expertise in the area. This Section shall not be amended unless such amendment is approved by at least 80% of the total voting power of the Master Association, pursuant to the same procedures necessary to institute proceedings as provided in this Section.

16.2 Alternative Method for Resolving Disputes. Declarant, any Builder, the Master Association, their officers, directors, and committee members; all Owners and other Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes involving the Cadence Residential Community, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 16.3 of this Article ("Claims") to the procedures set forth in Section 16.4 in lieu of filing suit in any court.

16.3 Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of Improvements within the Cadence Residential Community shall be subject to the provisions of Section 16.4. However, matters of aesthetic judgment under Article 4 shall not constitute a Claim.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 16.4:

(a) any suit by the Master Association against any Bound Party to enforce the provisions of Article 8;

(b) any suit by Declarant or the Master Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve Declarant's or the Master Association's ability to enforce the provisions of Article 3 and Article 4;

(c) any suit between Owners, which does not include Declarant or the Master Association, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by Section 16.4(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute-resolution procedures set forth in Section 16.4.

#### 16.4 Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) Claimant's proposed remedy; and

(iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

#### (b) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation,

(ii) If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of

Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Las Vegas area.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(v) The Claimant shall thereafter be entitled to sue in any court of competent jurisdiction or to initiate proceedings before any appropriate administrative tribunal on the Claim.

16.5 Declarant's Right to Repair. Notwithstanding any other provision in this Declaration, each Owner, by acquiring title to a Lot, and the Master Association, by acquiring title to any Common Element, shall conclusively be deemed to have agreed: (a) to promptly provide Declarant with specific written notice from time to time of any Improvement requiring correction or repair(s) for which Declarant is or may be responsible, and (b) following delivery of such written notice, to reasonably permit Declarant (and/or Declarant's contractors and agents) to inspect the relevant Improvement, and to take reasonable steps, if necessary, appropriate, to undertake and to perform corrective or repair work, and (c) to reasonably permit entry by Declarant (and Declarant's contractors and agents) upon the Common Element or other portion of the Property (as applicable) from time to time in connection therewith and/or to undertake and to perform such inspection and such work; and (d) that Declarant shall unequivocally be entitled (i) to specific prior written notice of any such corrective or repair work requested (and shall not be held responsible for any corrective or repair work in the absence of such written notice), (iii) to inspect the relevant Improvement, and (iii) to take reasonable steps, in Declarant's reasonable judgment, to undertake and to perform any and all necessary or appropriate corrective or repair work. The foregoing portion of this Section shall not be deemed to modify or toll any applicable statute of limitation or repose, or any contractual or other limitation pertaining to such work.

16.6 Arbitration. Subject to the procedural requirements set forth in the foregoing provisions of Article 16, any dispute that may arise between: (a) the Master Association and/or Owner of a Lot, and (b) Declarant or any person or entity who was involved in the construction of any Common Element, Lot or Dwelling, shall be resolved by submitting such dispute to arbitration before a mutually acceptable arbitrator who will render a decision binding on the parties which can be entered as a judgment in court pursuant to NRS 38.000 et. seq. The arbitration shall be conducted according to the provisions of the Construction Industry Arbitration Rules of the American Arbitration Master Association. If the parties to the dispute fail to agree upon an arbitrator within 45 days after an arbitrator is first proposed by the party initiating arbitration, either party may petition the American Arbitration Master Association for the appointment of an arbitrator. Declarant has the right to assert claims against any contractor, subcontractor, person or entity, who may be responsible for any matter raised in arbitration and to name said contractor, subcontractor, person, or entity as an additional party to the arbitration. Upon selection or appointment of the arbitrator, the parties shall confer with the arbitrator who shall establish a discovery

Order: RLF8PMGR6

71

Address: 157 Volti Subito Way

Order Date: 05-22-2023

Document not for resale

HomeWiseDocs

schedule which shall not extend beyond 90 days from the date the arbitrator is selected or appointed unless for good cause shown such period is extended by the arbitrator or such period is extended by the consent of the parties. If Declarant asserts a claim against a contractor, subcontractor, person, or entity, the discovery period may be extended, at the discretion of the arbitrator, for a period not to exceed 120 days. The arbitration of a dispute between the Declarant, the Master Association, or any Owner of a Lot shall not be consolidated with any other proceeding unless Declarant chooses to consolidate the same with another similar proceeding brought by the Master Association or any Owner of a Lot. The arbitrator shall convene the arbitration hearing within 120 days from the time the arbitrator is selected or appointed. Upon completion of the arbitration hearing, the arbitrator shall render a decision within 10 days. The date for convening the hearing may be adjusted by the arbitrator to accommodate extensions of discovery and the addition of parties or by consent of the parties. However, unless extraordinary circumstances exist, the hearing shall be convened no later than 180 days from the date the arbitrator is appointed. To the extent practicable, any hearing convened pursuant to this provision shall continue, until completed, on a daily basis. The prevailing party shall be entitled to recover its attorney's fees and costs. The costs of the arbitration shall be borne equally by the parties thereto.

16.7 Allocation of Costs of Resolving Claims. Each Party shall bear its own costs, including attorney's fees, and each Party shall share equally all charges rendered by the mediator or arbitrator as applicable.

16.8 Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 16.4. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

16.9 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in the Governing Documents, then the prevailing party in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs, including administrative and lien fees, of such suit. In the event the Master Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be Specific Assessment with respect to the Lot(s) involved in the action.

## **Article 17.**

### **Mortgage Provisions**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Cadence Residential Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

17.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot 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 the Property or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

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

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

17.2 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

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

17.4 Failure of Mortgagee To Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within 60 days of the date of the Master Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

## Article 18. Commercial Components

18.1 General; Disclaimers. Each Owner in the Property, by acceptance of the deed to such Owner's Lot, whether or not so stated in such deed, is hereby conclusively deemed to have acknowledged and agreed: (a) that the convenience of having the Commercial Components (including convenient retail, restaurant and other commercial areas) as part of the Planned Community, will significantly benefit the Owners, even taking into consideration the detailed disclaimers and releases set forth in this Article 18 and Article 22 below, (b) that this Article 18 is integral to preservation of the Planned Community, and benefits the Lots within the Property, and (c) accordingly, to have accepted this Article 18 (and Article 22 below) and the provisions respectively thereof.

Each Owner further acknowledges and agrees that each of the Commercial Components is **NOT A PART** of the Common Elements and **NOT A PART** of the Property and (although obligated to make periodic payments as set forth in Section 18.4 below) is not subject to Assessments under this Declaration. **NEITHER MEMBERSHIP IN THE MASTER ASSOCIATION NOR OWNERSHIP OR OCCUPANCY OF A LOT SHALL CONFER ANY OWNERSHIP INTEREST IN OR RIGHT TO ENTER UPON ANY OF THE COMMERCIAL COMPONENTS.**

18.2 Conveyance of Commercial Components. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to ownership or operation of any of the

Commercial Components. No purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Component. The ownership or operation of the Commercial Components, and portions thereof, may change at any time. Consent of the Master Association, any Neighborhood Association, or any Owner shall not be required to effectuate any change in ownership or operation of any of the Commercial Components, for or without consideration and subject to or free of any mortgage, covenant, lien, or other encumbrance.

18.3 View Impairment. Neither Declarant, the Master Association, nor any of the Commercial Component Owners guarantees or represents that any view over and across the Commercial Components from adjacent Lots will be preserved without impairment. Any additions or changes to the Commercial Components may diminish or obstruct any view from the Lots, and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

18.4 Payments of Reasonable Amounts by Commercial Components.

(a) Obligation. Each Owner in the Property, by acceptance of the deed to its Lot, whether or not so stated in such deed, is conclusively deemed to have acknowledged and agreed that the convenience of having the Commercial Components (including convenient retail, restaurant and other commercial areas) as part of the Planned Community, will significantly benefit the Owners. Subject to the foregoing, in consideration of the benefits to the Commercial Components, of rights to use, and use of, certain Common Elements within the Planned Community, as set forth in this Declaration, the Commercial Component Owners shall be required to pay to the Master Association, in lieu of Assessments, the following amounts ("Reasonable Amounts") which shall be conclusively deemed to constitute reasonable amounts therefor: for each Commercial Component, Reasonable Amounts shall be amounts equal to Base Assessments computed on a deemed basis of four (4) Lots per each net acre comprising such Commercial Component. Notwithstanding the foregoing, Declarant is hereby fully empowered and entitled (but not obligated), in its sole discretion, to grant exemptions and/or reductions in the periodic amounts assessed against Commercial Components used by Persons qualifying for tax exempt status under the Internal Revenue Code for so long as the subject Commercial Component is used for purposes consistent with the tax exempt status. No other payment shall ever be required by or for the benefit of the Master Association (or otherwise in connection with the Common Elements) from any of the Commercial Component Owners. Reasonable Amounts shall be due and payable periodically in installments, in like manner and at such times as Base Assessments are due from Lots under this Declaration. Declarant is hereby fully empowered and entitled (but not obligated), in its sole discretion, to enter from time to time into separate written agreements with any owner of a Commercial Component, and to Record separate instruments, to memorialize the foregoing.

(b) Commencement of Obligation. The obligation of each of the Commercial Component Owners to pay the Reasonable Amounts hereunder shall not commence as to any part of the Commercial Components until the first day of the month following the date that record title to a legally subdivided parcel of land within the Commercial Components is transferred from Declarant to Commercial Owner other than Declarant by Recorded instrument completed, as evidenced by the issuance of a certificate of occupancy therefore. On the first day of the month following the date that the construction of such Improvements are completed as set forth above, the obligation to pay the Reasonable Amounts shall commence, but only with respect to that portion of the Commercial Components upon which such Improvements have been completed.



18.5 Architectural Control. The Commercial Components are subject to the architectural review provisions set forth in this Declaration; provided, however, the Declarant may, from time to time, but shall not be obligated to, irrevocably delegate all or a portion of the architectural review rights under Article 4 hereunder to the owner of the Commercial Component or to an association of owners formed with respect to any Commercial Component by Recorded Instrument and following any such delegation by Declarant, the architectural review provisions set forth in this Declaration shall no longer apply to the Commercial Component. Furthermore, additional architectural review provisions for the Commercial Components may be set forth by Declarant in separate Recorded instruments.

18.6 Disclosures. Each Commercial Component is subject to the provisions of Article 22 of this Declaration, including without limitation, the disclosures, disclaimers and releases set forth therein, to the fullest applicable to all or part of the Commercial Component. Each Owner of a Commercial Component, by acceptance of the deed to the Commercial Component, whether or not so stated in such deed, is conclusively deemed to have acknowledged and agreed that the provisions of Article 22 of this Declaration apply to the Commercial Components, to the fullest applicable.

18.7 Further Limitations on Amendments. In recognition of the fact that the provisions of this Article 18 operate in part to benefit the Commercial Components, no amendment to this Article 18, and no amendment in derogation of any other provisions of this Declaration benefiting any of the Commercial Components, may be made without the written approval of the affected Commercial Component Owners. The foregoing shall not apply, however, to amendments made by Declarant. Notwithstanding the foregoing, or any other provision in this Declaration, without the express prior written approval of Declarant (or Declarant's successor or assignee of Record as to such rights): (a) the Reasonable Amounts set forth in Section 18.5 above shall not be increased; (b) no other payment shall be required by or for the benefit of the Master Association (or related to the Common Elements) from any of the Commercial Components, or from any of the Commercial Component Owners, and/or (c) this Article 18 (expressly including, but not limited to, Section 18.5 above) may not be revoked, deleted, modified, or supplemented (collectively and severally, an "amendment of Article 18"), and any purported amendment of Article 18, or any portion thereof, or the effect respectively thereof, without such express prior written approval, shall be void.

18.8 Jurisdiction and Cooperation. It is Declarant's intention that the Master Association and the Commercial Component Owners shall cooperate to the maximum extent possible in the operation of the Cadence Residential Community and the Commercial Components. Each shall reasonably assist the other in upholding the Community Standards as pertain to maintenance and the Development Standards. The Master Association shall have no power to promulgate Rules and Regulations or any Developer Guidelines other than those promulgated by Declarant affecting activities on or use of the Commercial Components without the prior written consent of the Commercial Component Owners affected thereby.

## **PART SEVEN: CHANGES IN THE COMMUNITY**

*Communities such as the Cadence Residential Community are dynamic and constantly evolving as circumstances, technology, needs and desires, and laws change, as the Residents age and change over time, and as the surrounding community changes. The Cadence Residential Community and its Governing Documents must be able to adapt to these changes while protecting the things that make the Cadence Residential Community unique.*

**Article 19.**  
**Changes in Ownership of Lots**

19.1 Notice to Master Association. Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven days' prior 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. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

19.2 Imposition and Collection of Transfer Fees. After the initial conveyance of record title to a Residential Lot to a Purchaser, to the fullest extent not prohibited by the Act, there shall be imposed on each subsequent Owner of a Residential Lot upon each Chargeable Transfer of such Residential Lot the obligation to pay to the Master Association a transfer fee in an amount of the established from time to time by the Board but not to exceed the lesser amount of \$350 or one-fourth of one percent of the Transfer Price (the "Transfer Fee"). Such Transfer Fee shall be paid upon each Chargeable Transfer of the Residential Lot on the occasion of each such Chargeable Transfer. The Transfer Fee is imposed not as a penalty and not as a tax, but as a means of supplementing the Assessments provided for in this Declaration and shall constitute a personal obligation of both the transferor and transferee to the Master Association. Notwithstanding anything to the contrary contained herein, a Transfer Fee shall not be due in connection with the conveyance of (i) a Residential Lot to a Builder from Declarant, (ii) the conveyance of a Residential Lot from a Builder to a Purchaser, or (iii) the conveyance of any Multi-Family Lot.

(a) Definitions. As used in this Section 19.2, the capitalized terms shall be defined as follows:

(1) "Chargeable Transfer". Each of the following shall constitute a "Chargeable Transfer":

(A) Any conveyance, assignment, or other disposition other than a Mortgage or Family Transfer of the ownership of all or any interest (other than a leasehold of 20 years or less) of a Residential Lot, whether occurring in one transaction or a series of related transactions, and whether structured as a transfer of all right, title and interest or of beneficial ownership of all or a part or fractional share of a Residential Lot.

(B) A transfer of an equitable interest under an installment land contract, whether or not recorded and whether or not the purchaser has fulfilled all conditions which would entitle the purchaser to receipt of a deed, if such transaction would otherwise have been a Chargeable Transfer had a fee interest been transferred.

(C) A transfer of more than 50% of the ownership of a corporation, partnership, limited liability company or other entity which, directly or indirectly, owns one or more Residential Lots shall constitute a transfer of such interest in each such Residential Lot so owned.

(D) A lease for a period of more than 20 years.

(E) Any conveyance designed primarily for the avoidance of the payment of the Transfer Fee provided for in this Section 19.2.

(F) Any transaction subject to payment of a state, county, school district or township real estate transfer or documentary stamp or similar tax.

(2) "Family Transfer". A "Family Transfer" shall consist of a transfer of ownership or possession of a Residential Lot solely to (i) one or more parents, grandparents, children, grandchildren, siblings, or the spouse of the transferor, or (ii) a trust for the benefit of the Owner or the Owner's parents, grandparents, children, grandchildren, siblings, or spouse.

(3) "Transfer Price". In the case of a transfer for which a documentary fee or transfer tax is required to be paid, the "Transfer Price" for purposes of this Section 19.2 shall be deemed to be the purchase price evidenced by the amount of the documentary fee or transfer tax shown on the deed or other instrument of transfer. If no documentary fee or transfer tax is required to be paid, the "Transfer Price" shall be the fair market value of the interest transferred which, if the transaction is a bona fide "arms length" transaction, shall be rebuttably presumed to be the consideration recited in the instrument evidencing the transfer.

(b) Payment and Reports. The Transfer Fee shall be due and payable on the date of the Chargeable Transfer. Within 10 days after the date of the Chargeable Transfer, a report on forms provided by the Master Association must be filed by the transferee with the Secretary of the Master Association, and the payment of the Transfer Fee shall be delinquent and bear interest and otherwise be treated as a past due Assessment if not paid within 30 days after the Chargeable Transfer. The report to be filed with the Master Association shall, at a minimum, describe the Chargeable Transfer and state the full amount of the Transfer Price, the names and addresses of the parties to the Chargeable Transfer, and the legal description of the Residential Lot transferred. For the purposes of this Section 19.2, the date of the Chargeable Transfer shall be the effective date shown on the deed or other instrument evidencing the transfer; or if no date is shown, the date of its recording; or if neither appears, the actual date the Chargeable Transfer became effective as reasonably determined by the Master Association.

No right of first refusal to purchase a Residential Lot in favor of any party or similar restriction on the ability of an Owner to sell the Owner's Residential Lot shall be deemed to exist solely as a result of this Declaration or the inclusion of any Residential Lot in the Cadence Residential Community.

(c) Inspection. The Master Association at its own expense shall have the right for reasonable cause on reasonable notice at any time or times during regular business hours to inspect and copy all records and to audit all accounts of any Owner which is reasonably related to the payment of the Transfer Fee provided for in this Section 19.2.

## Article 20.

### Changes in the Common Elements

20.1 Condemnation. If a Lot or portion thereof is taken by eminent domain, compensation and the Owner's interest in the Common Elements shall be allocated as provided under the Act. If any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of the Requisite Membership Percentage and of Declarant, as long as Declarant (or any of its affiliates) owns or has rights to acquire any part of the property subject to the

Order: RLF8PMGR6

Address: 157 Volti Subito Way

Order Date: 05-22-2023

Document not for resale

HomeWiseDocs

Declaration or which may be made subject to the Declaration in accordance with Section 9.1) by any authority having the power of condemnation or eminent domain, each 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 Master Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Elements on which Improvements have been constructed, the Master Association shall restore or replace such Improvements on the remaining land included in the Common Elements to the extent available, unless within 60 days after such taking Declarant, so long as Declarant (or any of its affiliates) owns or has rights to acquire any part of the property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1, and the Owners constituting the Requisite Membership Percentage shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3(c) regarding funds for restoring Improvements shall apply.

If the taking or conveyance does not involve any Improvements on the Common Elements, or 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 disbursed to the Master Association in trust for the Owners and lien holders as their interests appear.

20.2 Partition. Except as permitted in this Declaration, the Common Elements shall remain undivided, and no Person shall bring any action to partition any portion of the Common Elements without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property, nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

20.3 Transfer or Dedication of the Common Elements. The Master Association may dedicate portions of the Common Elements to the City of Henderson, Nevada, or to any other local, state, or federal governmental or quasi-governmental entity, upon the threat of condemnation or as otherwise approved by the Board.

## **Article 21. Amendment of Declaration**

21.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent in writing.

21.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing the Requisite Membership Percentage, and Declarant's consent, so long Declarant is entitled to exercise rights under Article 9. In addition, the approval

requirements set forth in Article 17 and Section 21.3 shall be met, if applicable. Notwithstanding the foregoing, 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.

21.3 Consent of Declarant Required for Certain Amendments. Declarant has reserved and retained certain rights, easements, protections and benefits under the terms of this Declaration. Due to Declarant's significant economic interest in preserving the rights, easements, protections and benefits established under this Declaration, any amendment which operate to change or remove any of Declarant's rights, easements, benefits and/or protections under this Declaration may occur only if the requisite number of Owners have approved the amendment in accordance with Section 21.2, and the Declarant has approved the amendment. The provisions of this Section 21.3 shall specifically apply, without limitation, to the provisions of Article 9, Article 10, Article 11, Article 16, Article 22 and this Article 21.

21.4 Validity, Effective Date, and Conflicts. No amendment may remove, revoke, or modify any right or privilege of Declarant or any assignee of such right or privilege, including without limitation any Builder, without the consent of Declarant or its assignee, as applicable.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the 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 one year 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 provision of this Declaration.

Each of the Governing Documents, including this Declaration, is intended to comply with the requirements of the Act applicable to common interest communities and the Governing Documents shall be interpreted, if at all possible, so as to be consistent with the Act. If there is any conflict between the Governing Documents and the provisions of the foregoing statutes, the provisions of the applicable statutes shall control. In the event of any conflict between this Declaration and any other Governing Document, this Declaration shall control.

21.5 Exhibits. Exhibits "B," "C," "D," and "E" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. All other exhibits are attached for informational purposes.

## ***PART EIGHT: ADDITIONAL PROVISIONS***

### **Article 22.**

#### **Additional Disclosures, Disclaimers and Releases**

22.1 General Disclosures and Disclaimers Regarding Private Amenities. By acceptance of a deed to a Lot, each Owner (for purposes of this Article 22, the term "Owner" shall include an Owner and/or Resident, and their respective Families and Invitees), shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following disclosures and disclaimers. The Lots and Common Elements include absolutely no right, title, or interest in or to (or membership in, use of, or access to) the Private Amenities, as the same are subject to change in the sole discretion of the management of the Private Amenities. The Private Amenities are NOT A PART OF the Property, and

Order: RLF8PMGR6

79

Address: 157 Volti Subito Way

Order Date: 05-22-2023

Document not for resale

HomeWiseDocs

ARE NOT part of the Common Elements. Private Amenity ownership, membership, use, and access, are separate from, and not included in, the Property. Notwithstanding the foregoing, the owners and members of the Private Amenities, and their respective Invitees, shall have an easement of access to, enjoyment of, and ingress and egress over, certain Private Streets and entries and other Common Elements of the Cadence Residential Community, as described in further detail in Article 15.

22.2 Disclosures and Disclaimers of Certain Other Matters. Without limiting any other provision in this Declaration, by acceptance of a deed to a Lot, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

(a) Declarant has reserved the right to designate approximately 256 acres within the Planned Community as Commercial Components; such areas are or may be located adjacent to the Cadence Residential Community but will not be part of the Cadence Residential Community; that the Commercial Components are ultimately expected to be developed by Declarant, or its affiliates, but may be developed by third parties; that the Commercial Components will not be encumbered by or subject to this Declaration, except to the limited extent set forth in Article 18 hereof; that while the Commercial Components are required to contribute Reasonable Amounts to the Master Association in lieu of Assessments hereunder, no Commercial Component shall be subject to any of the use restrictions (including without limitation CDRC review) set forth in this Declaration or any Rules and Regulations; that Declarant each specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to the Commercial Components and/or any matter relating thereto; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(b) that there is and/or will be electrical power substations located on or adjacent to the Cadence Residential Community (which term, as used throughout this Article 22, shall include all Lots and Common Elements), and there are presently and may be further major electrical power system components (high voltage transmission or distribution lines, transformers, etc.) from time to time located within or nearby the Cadence Residential Community, which generate certain electric and magnetic fields ("EMF") around them; that such electrical power substations and/or major electrical power system components may be altered, expanded, modified and/or reconfigured from time to time; that, without limiting any other provision in this Declaration, Declarant specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to EMF; and that each Owner hereby releases Declarant from any and all claims arising from or relating to said EMF, including, but not necessarily limited to, any claims for nuisance or health hazards; and

(c) that an ice cream plant is currently located on Olsen Street, in close proximity to the Cadence Residential Community; that large amounts of anhydrous ammonia is stored at the ice cream plant for refrigerating purposes; that if an industrial accident occurs at the ice cream factory an ammonia leak could result in a hazardous ammonia plume may drift over the Cadence Residential Community; that exposure to high concentrations of anhydrous ammonia could prove harmful or possibly lethal to Owners, Residents and Invitees; that, without limiting any other provision in this Declaration, Declarant specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to the operation of the ice cream plant, its proximity to the Cadence Residential Community, and the effects of any ammonia leaks; and that each Owner hereby releases Declarant from any and all claims arising from or relating to the ice cream plant, including, but not necessarily limited to, any claims for nuisance or health hazards; and

(d) that the Cadence Residential Community is or may be located within or nearby certain airplane flight patterns, helicopter flight patterns, and/or subject to significant levels of airplane

Order: RLF8PMGR6

Address: 157 Volti Subito Way

Order Date: 05-22-2023

Document not for resale

HomeWiseDocs

and helicopter traffic noise; that each Owner understands that existing and future noise levels at these locations, associated with existing and future airport operations and flight patterns, may have an effect on the livability, value and suitability of the Property for residential use; and that Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to airplane and helicopter flight patterns, and/or airplane and helicopter noise; and that each Owner hereby releases Declarant from any and all claims arising from or relating to airplane and helicopter flight patterns or airplane and helicopter noise; and

(e) that the Cadence Residential Community is or may be located adjacent to or nearby major roadways, and subject to levels of traffic thereon and noise, dust, and other nuisance from such roadways and vehicles; that Declarant each hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to roads and/or noise, dust, and other nuisance therefrom; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(f) that there is and/or will be a water reservoir site located on or adjacent to the Cadence Residential Community, and certain major water and drainage channels, major washes, and a major water detention basin may be located within and adjacent to the Cadence Residential Community (all, collectively, "Channel"), the ownership, use, regulation, operation, maintenance, improvement and repair of which are not within the control of Declarant, and over which neither Declarant has any jurisdiction or authority, and, in connection therewith: (1) the Channel may be an attractive nuisance to children; (2) maintenance and use of the Channel may involve various operations and applications, including (but not necessarily limited to) noisy electric, gasoline or other power driven vehicles and/or equipment used by Channel maintenance and repair personnel during various times of the day, including, without limitation, early morning and/or late evening hours; and (3) the possibility of damage to Improvements and property on the Property, particularly in the event of overflow of water or other substances from or related to the Channel, as the result of nonfunction, malfunction, or overtaxing of the Channel or any other reason; (4) any or all of the foregoing may cause inconvenience and disturbance to Owners and other persons in or near the Lot and/or Common Elements, and possible injury to person and/or damage to property; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(g) that there is or will be a series of monitoring wells installed within the Cadence Residential Community for the purpose of monitoring soil, groundwater and/or other environmental conditions ("Monitoring Wells"); that the Monitoring Wells will be maintained by Basic Remediation Company, LLC, as set forth in those certain Monitoring Well and Soil Boring Access Agreement now or hereafter recorded in the Office of the County Recorder (as amended); that the existence of the Monitoring Wells may cause inconvenience and disturbance to Owners and other persons in or near the Lot and/or Common Elements, and possible injury to person and/or damage to property; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(h) that the Cadence Residential Community is located near a site formerly operated as a municipal solid waste landfill by the City from the late 1950s until the mid-1970s; that the City has begun the process of closing down the landfill, but no assurances are given as to whether or when the City will complete the closure of the landfill; that Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to the landfill, its closure or future use; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and



(i) that an advanced wastewater treatment plant owned and operated by the City is located adjacent to the Cadence Residential Community; that the plant includes rapid infiltration basins ("RIBs") located adjacent to the Planned Community; that the RIBs are authorized to be used during certain months of the year to store and/or dispose of treated municipal effluent via infiltration into the subsurface; that Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to odor, noise, dust, and other nuisance therefrom; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(j) that portions of the Common Elements, and/or other property, landscaping and water features within the Cadence Residential Community which the Master Association must maintain, may be irrigated with reclaimed water or treated effluent water; that pipes supplying such reclaimed water or treated effluent water may pass underground along portions of the Cadence Residential Community; that there may also (but need not necessarily) be a pond or other water feature located in or near the general vicinity of the Community, supplied all or in part with reclaimed water or treated effluent water; and that such reclaimed water or treated effluent water may be malodorous and/or a potential hazard to health if ingested, and from time to time may be wind-blown across and upon the Community; and

(k) that portions of the Cadence Residential Community are located adjacent to or within the vicinity of one or more horse stables or other property zoned to permit the owners of such property to keep and maintain thereon horses or other farm animals; that portions of the Cadence Residential Community are located adjacent to or within the vicinity of one or more horse trails, where horses and other animals may be walked or ridden; that such animals may give rise to matters such as resultant noise, odors, insects, another nuisances; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(l) that one or more cellular transmission towers may now or hereafter be located near or within the Cadence Residential Community; that Declarant specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to the existence of any such towers and any nuisance therefrom; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(m) that no representation or guaranty is made by Declarant that any view from a Lot will be preserved without impairment; that construction or installation of Improvements by Declarant, Builders, other Owners, or third parties, including commercial homebuilders, may impair or eliminate the view, if any, of or from any Lot and/or Common Elements; and each Owner, by acquiring title to his or her Lot, whether or not specifically so expressed in the deed therefor, shall conclusively be deemed to have acknowledged and agreed that (notwithstanding any oral representation of any sales agent or other person to the contrary) acts, omissions, and/or conditions (including, but not necessarily limited to, any construction or installation by Declarant or third parties, or installation or growth of trees or other plants) may impair or eliminate the view of such Owner, and accepts and consents to such view impairment or elimination, and hereby releases Declarant from any and all claims arising from or relating to said impairment or elimination including, but not necessarily limited to, any claims for nuisance or health hazards; and

(n) that residential subdivision and home construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed "expected minor flaws" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or



fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and

(o) that: (1) the finished construction of the Lot and the Common Elements, while within the standards of the industry in the greater metropolitan Las Vegas area, and while in substantial compliance with the plans and specifications, will be subject to expected minor flaws; and (2) issuance of a Certificate of Occupancy by the relevant governmental authority with jurisdiction shall be deemed conclusive evidence that the relevant Improvement has been built within such industry standards; and

(p) that indoor air quality of the Lot and/or Common Elements may be affected, in a manner and to a degree found in new construction within industry standards, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and so on; and

(q) that in order to preserve the structural integrity of the foundation of the Dwellings and other Improvements on each Lot, no sprinkler irrigation may be installed on a Lot within three feet (3') of any block wall, other wall or fence; before any structures, hardscapes, or underground pipes or conduits are installed on a Lot by an Owner, each Owner is encouraged to seek the advice of a qualified soils and/or structural engineer as to how to mitigate the potential adverse effects of the soil; and that Declarant hereby disclaims any responsibility for any damages resulting from the installation of additional Improvements on a Lot or any modification of such Improvements by any Owner; and

(r) that each Owner shall be deemed to have acknowledged that DUE TO THE CONDITIONS OF THE SOILS WITHIN THE PROJECT, IT IS IMPERATIVE THAT OWNER NOT INTERFERE OR CHANGE THE ESTABLISHED DRAINAGE PATTERN(S) on a Lot without consulting a licensed landscape architect or civil engineer; and

(s) that each Owner shall be deemed to have accepted the soils condition of the Lot; acknowledged that Owner has been advised that the precautions mentioned above in parts (o) and (p) of this Section 22.3 are necessary to preserve the structural integrity of the Dwelling and other Improvements on the Lot; that each Owner acknowledged that the soils condition of a Lot may have a negative effect on property values and future Improvements to the Lot that may be installed by Owner; and that each Owner agreed to observe the above mentioned landscaping restrictions and to maintain the drainage as described above; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(t) that no representation, and no warranty (express or implied), with regard to any matters pertaining to adjoining land or uses thereof or to any gaming uses is made by Declarant;

(u) that the Common Elements existing from time to time in the Cadence Residential Community consist of park and landscape areas (including without limitation, parks, linear parks, and other park facilities). In connection with such Common Elements: (i) the water facilities, hazards, other installations now or hereafter located on the Common Elements may be an attractive nuisance to children; (ii) operation, maintenance, and use, of the Common Elements may result in a certain loss of privacy, and will entail various operations and applications, including (but not necessarily limited to) all or any one or more of the following: (1) the right of the Master Association and its employees, agents, suppliers, and contractors, to (a) enter upon and travel over the Cadence Residential Community, and (b) enter upon the Cadence Residential Community to maintain, repair, and replace, water and irrigation lines and pipes used in connection with Common Element landscaping and other Improvements; (2) operation and use of

noisy electric, gasoline, diesel and other power driven vehicles and equipment, on various days of the week, including weekends, and during various times of the day, including, without limitation, early morning and late evening hours; (3) operation of sprinkler and other irrigation systems during the day and night; (4) storage, transportation, and application of chemical substances on the Common Elements; (5) irrigation of the Common Elements, and supply of water facilities thereon, with recycled or effluent water; and (6) "overspray" of recycled or effluent water and chemicals onto the Cadence Residential Community which may result in damage to Improvements constructed on Lots; and (iii) access to and over the Common Elements may be unlimited; that all and any one or more of the matters described above may cause inconvenience and disturbance to the Owners, and other Residents and Invitees of the Lot, and possible injury to person and damage to property, and each Owner has carefully considered the foregoing matters, and the location of the Common Elements and their projected proximity to the Lot, before making the decision to purchase a Lot in the Property; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(v) that Declarant anticipates that the construction and development of the Cadence Residential Community and adjacent properties will take place over a significant number of years; that such construction and development is subject to and accompanied by substantial levels of noise, dust, construction-related traffic and traffic restrictions, and other construction-related "nuisances"; that when initially purchased by an Owner, each Lot is within a Neighborhood and the larger master planned development, all of which are currently being developed; that the Owners and Residents will experience and accept substantial levels of construction-related "nuisances" until (i) the Neighborhood (and other neighboring portions of land being developed) has been completed and sold out, and (ii) until the Cadence Residential Community has been completed and sold out, and (iii) until the Commercial Components have been completed and sold out; and (iv) thereafter in connection with repairs or any new construction; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto; and

(w) that Declarant has reserved certain easements, rights and powers, as set forth in this Declaration; and that each Owner understands, acknowledges, and agrees that Declarant has reserved such easements, rights and powers under this Declaration, which will limit and affect the rights of all Owners and Residents; and that each Owner hereby releases Declarant from any and all claims arising therefrom or relating thereto.

22.3 Disclosures and Disclaimers of Environmental Matters. Without limiting any other provision in this Declaration, by acceptance of a deed to a Lot, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

(a) Prior Industrial Use and Environmental Conditions.

(1) Manufacturing Plants. The Planned Community is in close proximity to areas that are zoned or otherwise are, or are known to have been used for industrial, manufacturing or industrial waste disposal purposes and are located either in the "BMI Industrial Complex", as shown on the site plan attached hereto as Exhibit "F" ("Industrial Complex Site"), or within one (1) mile of the western boundary of the Planned Community. Public information with respect to the chemical inventories and environmental emissions that have been or are associated with the facilities that were or are used for such industrial or manufacturing purposes or caused such industrial waste disposal, or any combination thereof, is available from the Clark County Emergency Planning Committee. Public information with respect to the investigation and cleanup of any environmental contamination that has

been or is associated with such facilities is available from the BRC Document Repository (as defined in the Community Involvement Plan) and the Nevada Department of Environmental Protection.

(2) Waste Disposal and/or Storage. The Planned Community is located in close proximity to, or has been used in the past, for the disposal and storage of manufacturing waste materials. The land which has been used for such disposal or storage purposes is generally illustrated on Exhibit "G" attached hereto ("Storage Site"). Historically, various chemicals that were produced, used, handled or generated in connection with the manufacturing activities conducted at the Industrial Complex Site were transported across portions of the subject property and deposited in landfills or effluent ponds at various locations within the Storage Site. The Storage Site is now the subject of that certain BRC Closure Plan dated as of July 16, 2007 (the "Closure Plan") which details the classification and assessment of the environmental contamination at the Storage Site and the remediation activities that are required to take place in order to bring about a closure of the Storage Site. Under the Closure Plan, the chemically-impacted soils at the Storage Site will be removed from the Storage Site on a phase by phase basis and will be transported to a state approved landfill located west of Boulder Highway at the Industrial Complex Site. After the removal of the chemically-impacted soils in each phase, soil samples will be taken from the land in that phase to confirm that such land is acceptable for its intended use in accordance with the standards specified in the Closure Plan. A copy of the Closure Plan is available from the Nevada Department of Environmental Protection.

(b) Environmental Response Work. Before a building permit is issued with respect to any lot that is intended to be used for the construction of a single-family home, Declarant is required to conduct a confirmatory soil sample for each lot that is intended to be used for the construction of a single-family home. The confirmatory soil sample must show that the lot that is intended to be used for the construction of a single-family home is acceptable for residential use. Before purchasing a lot that is intended to be used for the construction of a single-family home, each owner is required to be given a copy of the applicable soil sample confirmation by the applicable seller.

(c) Community Involvement Plan.

(1) Summary of the Community Involvement Plan. In order to facilitate reasonable notification to owners regarding Declarant's restoration and development plans relating to the subject property and access to information, Declarant has developed and implemented the Community Involvement Plan. Specifically, the Community Improvement Plan is intended:

- To provide owners historical information explaining the prior industrial uses of the various nearby properties;
- To provide owners information explaining how the industrial vestiges have been addressed;
- To provide owners an avenue for inquiry; and
- To provide owners an opportunity to request assistance with respect to any concerns regarding the condition of their properties.

(2) Disclosure of the Community Involvement Plan. Before purchasing any Residential Lot, each owner is required to be given a copy of the Community Involvement Plan by the applicable seller. A duplicate copy of the Community Involvement Plan is available for review at the

Order: RLF8PMGR6

85

Address: 157 Volti Subito Way

Order Date: 05-22-2023

Document not for resale

HomeWiseDocs

Henderson Public Library and a copy may also be accessed on Declarant's web site at [www.landwellco.com](http://www.landwellco.com).

22.4 Releases. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED, TO WAIVE AND RELEASE DECLARANT, THE CDRC, THE MASTER ASSOCIATION, (AND: (A) TO THE EXTENT APPLICABLE, ANY BUILDER, AND (B) WITH RESPECT TO THE PRIVATE AMENITIES, THE ARCHITECTS, DESIGNERS, OWNER(S) AND ANY OPERATOR(S) THEREOF; TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE INVITEES), AND EACH OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS, EMPLOYEES, SUPPLIERS AND CONTRACTORS, FROM ANY AND ALL LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARDS) RELATED TO OR ARISING IN CONNECTION WITH ANY DISTURBANCE, INCONVENIENCE, INJURY, OR DAMAGE RESULTING FROM OR PERTAINING TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, SERVICES OR COSTS DESCRIBED IN THE FOREGOING SECTIONS 22.1 THROUGH 22.3, INCLUSIVE.

#### Article 23. General Provisions

23.1 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

23.2 Compliance with the Act. It is the intent of Declarant that this Declaration shall be in all respects consistent with, and not violative of, applicable provisions of the Act. In the event any provision of this Declaration is found to violate such applicable provision of the Act, such offending provision of the Declaration shall be severed herefrom; provided, however, that if such severance shall impair the integrity of this Declaration, said offending provision shall be automatically deemed modified to the minimum extent necessary to conform to the applicable provision of the Act.

23.3 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Cadence Residential Community or any portion of the Cadence Residential Community, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance or taxes, except as specifically and expressly set forth in this Declaration.

23.4 Invalidity. The invalidity of any provision of this Declaration or any of the Governing Document shall not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of this Declaration or any Governing Document, as applicable, shall continue in full force and effect.

23.5 Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easements, reservation, conditions and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Lot, the Property, or any portion thereof.

23.6 Binding Effect. All of the property described in Exhibit "B" and any additional property made a part of the Cadence Residential Community from time to time in the future by recording one or more Supplemental Declaration, shall be owned, conveyed, and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any rights, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

Unless otherwise provided by applicable Nevada law, this Declaration shall run with the land and have a perpetual duration. This Declaration may be terminated only by a Recorded instrument signed by Members comprising at least 80% of the total voting power of the Master Association, and which complies with the termination procedures set forth in the Act. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easements.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

The LandWell Company, L.P., a Delaware limited partnership

By: Mark Paris

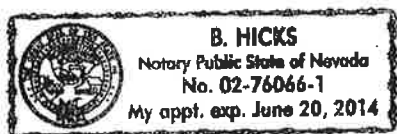
Name: MARK PARIS

Title: President + CEO

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on November 25, 2013, by Mark Paris as President + CEO of The LandWell Company, L.P., a Delaware limited partnership.



Brenda Hicks

Notary Public

My appointment expires: 06.20.2014

**OWNER CONSENT**

The undersigned, as the owner of record title to some or all of the Initial Property described on Exhibit "B" attached hereto hereby consents to the foregoing Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cadence Residential Community.

Basic Environmental Company, LLC,  
a Nevada limited liability company

By: Mark Paris

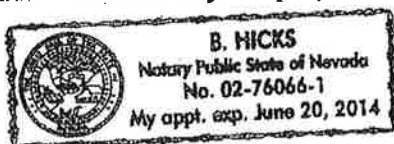
Name: Mark Paris

Title: President + CEO

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on November 25, 2013, by Mark Paris as President + CEO of Basic Environmental Company, LLC, a Nevada limited liability company.



Brenda Smith  
Notary Public

My appointment expires: 06-20-2014

**EXHIBIT "A"**  
**Master Plan Site Illustration**

[Attached]

*[Declarant reserves the right from time to time to unilaterally record supplements to this Exhibit, setting forth the legal descriptions of any plat map and/or to unilaterally supplement, delete, or otherwise modify of record all or any part(s) of the descriptions set forth in this Exhibit.]*

Order: RLF8PMGR6

Address: 157 Volti Subito Way.

Order Date: 05-22-2023

Document not for resale

HomeWiseDocs





**EXHIBIT "B"**

**Land Initially Submitted**

1. **Legal Description.** The legal description of the real property constituting the first phase of the Cadence Residential Community is the "Initial Property"):

Lot 1-E1 and Lot 1-E3 of the Final Map of Cadence Neighborhood 2  
recorded in ~~File 146~~ at Page ~~0019~~ of Plats, Clark County7, Nevada  
Records. *Book*

2. **Lots.** The Lots comprising the Initial Property are Residential Lots, and the Initial Property shall be deemed to contain 550 Residential Lots pursuant to Section 8.1(a)(1) of the Declaration. Identifying numbers will be assigned to each Lot in the Initial Property as provided on the final subdivision map(s) hereafter recorded with respect to the Initial Property in the Office of the County Recorder, Clark County, Nevada.

3. **Common Elements and Areas of Common Responsibility.** There are no Common Elements or Areas of Common Responsibility within the Initial Property at this time.

4. **Limited Common Elements, Cost Center Improvements and Cost Centers.** There are no Limited Common Elements, Cost Center Improvements and/or Cost Centers within the Initial Property at this time.

5. **Neighborhood.** The Lots within the Initial Property shall be part of the Neighborhood hereby designated as Neighborhood 2.

6. **Neighborhood Association.** The Initial Property shall be part of a to be formed Neighborhood Association

7. **Builder Designation.** The name and address of the Builder who has or will acquire the Initial Property is: Greystone Nevada, LLC, 2490 Paseo Verde Parkway, Suite 120, Henderson, Nevada 89074.

*[Declarant reserves the right from time to time to unilaterally record supplements to this Exhibit, setting forth the legal descriptions of any plat map and/or to unilaterally supplement, delete, or otherwise modify of record all or any part(s) of the descriptions set forth in this Exhibit.]*

**EXHIBIT "C"**

**Land Constituting a Portion of the Initial Common Elements**

None as of the date this Declaration is Recorded.

*[Declarant reserves the right from time to time to unilaterally record supplements to this Exhibit, setting forth the legal descriptions of any plat map and/or to unilaterally supplement, delete, or otherwise modify of record all or any part(s) of the descriptions set forth in this Exhibit.]*

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

**EXHIBIT "D"**

**Land Subject to Annexation**

All of the real property described in Exhibit D-1 attached hereto; EXCEPTING THEREFROM:  
the Initial Property as described in paragraph 1 of the foregoing Exhibit "B".

*[Declarant reserves the right from time to time to unilaterally record supplements to this Exhibit, setting forth the legal descriptions of any plat map and/or to unilaterally supplement, delete, or otherwise modify of record all or any part(s) of the descriptions set forth in this Exhibit.]*

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

# ATKINS

Atkins North America, Inc.  
2270 Corporate Circle, Suite 200  
Henderson, Nevada 89074-7765

Telephone: 702.263.7275  
Fax: 702.263.7200

## LEGAL DESCRIPTION LOT D

LOCATED IN A PORTION OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 63 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 88°41'08" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 32, 419.77 FEET TO THE CENTERLINE OF MOHAWK DRIVE; THENCE SOUTH 01°42'24" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID CENTERLINE, 66.00 FEET; THENCE SOUTH 88°41'08" WEST, DEPARTING SAID CENTERLINE, 36.50 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID MOHAWK DRIVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF GALLERIA DRIVE, SAID POINT BEING POINT OF BEGINNING; THENCE SOUTH 01°42'24" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1121.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1861.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°48'30", AN ARC LENGTH OF 416.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 688.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 83°11'49" EAST; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35°15'49", AN ARC LENGTH OF 423.44 FEET; THENCE SOUTH 28°27'39" WEST, 23.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 34.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44°55'16", AN ARC LENGTH OF 20.66 FEET; THENCE SOUTH 73°22'55" WEST, 27.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 64.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°22'54", AN ARC LENGTH OF 48.46 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1632.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 26°45'49" EAST; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°09'33", AN ARC LENGTH OF 745.12 FEET; THENCE NORTH 89°23'44" WEST, 1010.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 84.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°17'47", AN ARC LENGTH OF 26.82 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 116.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 18°54'02" EAST; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°37'28", AN ARC LENGTH OF 31.63 FEET; THENCE NORTH 86°43'26" WEST, 150.49 FEET; THENCE NORTH 89°23'44" WEST, 141.48 FEET TO THE BEGINNING OF A

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

# ATKINS

Atkins North America, Inc.  
2270 Corporate Circle, Suite 200  
Henderson, Nevada 89074-7155

Telephone: 702.263.7275  
Fax: 702.263.7200

TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE  
ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $89^{\circ}01'38''$ , AN ARC  
LENGTH OF 38.85 FEET; THENCE NORTH  $00^{\circ}22'07''$  WEST, 1675.02 FEET TO THE BEGINNING  
OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;  
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $89^{\circ}03'15''$ ,  
AN ARC LENGTH OF 38.86 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF GALLERIA  
DRIVE; THENCE NORTH  $88^{\circ}41'08''$  EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE,  
2179.75 FEET TO THE POINT OF BEGINNING.

SAID PARCELS CONTAIN 92.50 ACRES (4,029,359 SQUARE FEET), MORE OR LESS, AS  
DETERMINED BY COMPUTER METHODS.



Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs



Atkins North America, Inc.  
2270 Corporate Circle, Suite 200  
Henderson, Nevada 89074-7755

Telephone: 702.263.7275  
Fax: 702.263.7200

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

### **EXHIBIT D-1 CADENCE OVERALL**

A PORTION OF SECTIONS 5, 6, 7 AND 8, TOWNSHIP 22 SOUTH, RANGE 63 EAST AND PORTIONS OF SECTIONS 31 AND 32, TOWNSHIP 21 SOUTH, RANGE 63 EAST AND A PORTION OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE NORTH 88°32'27" EAST, ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 100.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°32'22" EAST, CONTINUING ALONG SAID NORTH LINE, 2532.41 FEET; THENCE NORTH 88°46'10" EAST, 2633.67 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 88°53'07" EAST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 2273.57 FEET; THENCE SOUTH 12°45'23" WEST, DEPARTING SAID NORTH LINE OF SECTION 31, A DISTANCE OF 3251.81 FEET; THENCE SOUTH 11°56'02" WEST, 392.34 FEET; THENCE NORTH 89°49'05" EAST, 2089.93 FEET; THENCE SOUTH 00°11'05" EAST, 840.15 FEET; THENCE NORTH 83°58'47" EAST, 1830.21 FEET; THENCE SOUTH 03°25'45" EAST, 1175.34 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88°41'08" EAST, ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 2691.00 FEET; THENCE NORTH 89°37'44" EAST, CONTINUING ALONG SAID NORTH LINE, 1070.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1910.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 14°46'13" EAST; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°21'52", AN ARC LENGTH OF 1645.61 FEET; THENCE SOUTH 50°41'02" EAST, 138.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 426.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 77°45'06", AN ARC LENGTH OF 578.09 FEET; THENCE SOUTH 27°04'04" WEST, 442.91 FEET TO SAID SOUTH LINE; THENCE SOUTH 89°37'44" WEST, ALONG SAID SOUTH LINE, 46.73 FEET TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 00°13'25" EAST, DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 87.99 FEET; THENCE SOUTH 27°41'48" WEST, DEPARTING SAID EAST LINE, 357.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°54'12", AN ARC LENGTH OF 132.31 FEET; THENCE SOUTH 10°12'24" EAST, 174.86 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF LAKE MEAD PARKWAY; THENCE SOUTH 28°28'52" WEST, ALONG SAID NORTHWESTERLY

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

RIGHT-OF-WAY, 7610.18 FEET; THENCE NORTH 61°30'37" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY, 783.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1200.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29°07'20", AN ARC LENGTH OF 609.93 FEET; THENCE SOUTH 89°22'04" WEST, 70.27 FEET; THENCE SOUTH 00°37'56" EAST, 51.03 FEET; THENCE SOUTH 47°13'48" WEST, 469.94 FEET; THENCE SOUTH 61°31'07" EAST, 1554.69 FEET TO SAID NORTHWESTERLY RIGHT-OF-WAY; THENCE SOUTH 28°28'52" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, 64.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 9800.00 FEET; THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY AND ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°57'43", AN ARC LENGTH OF 335.58 FEET; THENCE NORTH 61°30'57" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY, 245.00 FEET; THENCE SOUTH 28°28'39" WEST, 335.00 FEET; THENCE NORTH 65°44'22" WEST, 264.23 FEET; THENCE NORTH 37°50'46" WEST, 504.90 FEET; THENCE SOUTH 52°08'55" WEST, 788.57 FEET; THENCE SOUTH 41°41'36" EAST, 1.94 FEET; THENCE SOUTH 52°08'57" WEST, 480.15 FEET; THENCE SOUTH 42°24'48" EAST, 637.95 FEET; THENCE SOUTH 47°34'44" WEST, 100.00 FEET; THENCE SOUTH 42°25'16" EAST, 8.25 FEET; THENCE SOUTH 47°14'53" WEST, 292.64 FEET; THENCE NORTH 42°31'04" WEST, 29.94 FEET; THENCE SOUTH 47°14'48" WEST, 975.16 FEET; THENCE NORTH 42°45'21" WEST, 733.28 FEET; THENCE SOUTH 52°08'53" WEST, 60.22 FEET; THENCE SOUTH 42°45'21" EAST, 435.47 FEET; THENCE SOUTH 47°14'39" WEST, 240.00 FEET; THENCE NORTH 42°45'21" WEST, 456.06 FEET; THENCE NORTH 42°38'39" WEST, 292.75 FEET; THENCE NORTH 42°43'14" WEST, 567.78 FEET; THENCE SOUTH 49°57'28" WEST, 500.11 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF BOULDER HIGHWAY; THENCE NORTH 42°44'09" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, 2735.56 FEET TO THE WEST LINE OF SAID SECTION 7; THENCE NORTH 00°13'38" EAST, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY AND ALONG SAID WEST LINE OF SECTION 7, A DISTANCE OF 2088.35 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 00°11'19" EAST, DEPARTING SAID WEST LINE OF SECTION 7 AND ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2639.27 FEET; THENCE NORTH 00°10'39" EAST, CONTINUING ALONG SAID WEST LINE, 1979.48 FEET; THENCE SOUTH 89°49'21" EAST, DEPARTING SAID WEST LINE, 375.00 FEET; THENCE NORTH 00°10'39" EAST, 330.00 FEET; THENCE NORTH 89°49'21" WEST, 375.00 FEET TO SAID WEST LINE OF SECTION 6; THENCE NORTH 00°10'39" EAST, ALONG SAID WEST LINE, 343.49 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 00°24'33" WEST, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 140.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 18818.01 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 08°59'16" EAST; THENCE DEPARTING SAID WEST LINE AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°45'30", AN ARC LENGTH OF 1562.76 FEET; THENCE NORTH 14°19'23" WEST, 407.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2000.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°51'53", AN ARC LENGTH OF 483.97 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 61°48'44" WEST; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8°46'30", AN ARC LENGTH OF 306.31 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 70°35'14" WEST; THENCE



ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $32^{\circ}10'09''$ , AN ARC LENGTH OF 561.46 FEET; THENCE NORTH  $12^{\circ}45'23''$  EAST, 1659.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $03^{\circ}50'22''$ , AN ARC LENGTH OF 67.01 FEET; THENCE SOUTH  $88^{\circ}30'11''$  WEST, 2975.42 FEET; THENCE NORTH  $72^{\circ}05'25''$  WEST, 282.99 FEET; THENCE NORTH  $67^{\circ}44'33''$  WEST, 637.94 FEET; THENCE SOUTH  $52^{\circ}33'20''$  WEST, 483.37 FEET; THENCE SOUTH  $71^{\circ}39'24''$  WEST, 1029.05 FEET; THENCE SOUTH  $17^{\circ}43'23''$  EAST, 1168.48 FEET; THENCE SOUTH  $00^{\circ}03'48''$  EAST, 164.61 FEET; THENCE NORTH  $89^{\circ}04'42''$  EAST, 5.88 FEET; THENCE SOUTH  $00^{\circ}08'47''$  WEST, 880.39 FEET; THENCE SOUTH  $89^{\circ}04'39''$  WEST, 1897.20 FEET; THENCE NORTH  $01^{\circ}00'36''$  EAST, 1284.27 FEET; THENCE NORTH  $00^{\circ}01'22''$  WEST, 1351.90 FEET; THENCE NORTH  $00^{\circ}01'14''$  WEST, 1353.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 94,706,040 SQUARE FEET (2174.15 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS GRID NORTH AS DEFINED BY THE NEVADA COORDINATE SYSTEM OF 1983(NC83) EAST ZONE (2701).



**EXHIBIT "E"**

**Land Constituting the Commercial Components,  
NOT PART OF Cadence Residential Community**

None as of the date this Declaration is Recorded.

*[Declarant reserves the right from time to time to unilaterally record supplements to this Exhibit, setting forth the legal descriptions of any plat map and/or to unilaterally supplement, delete, or otherwise modify of record all or any part(s) of the descriptions set forth in this Exhibit.]*

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

**EXHIBIT "F"**

**Industrial Complex – Site Plan**

[Attached]

*[Declarant reserves the right from time to time to unilaterally record supplements to this Exhibit, setting forth the legal descriptions of any plat map and/or to unilaterally supplement, delete, or otherwise modify of record all or any part(s) of the descriptions set forth in this Exhibit.]*

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

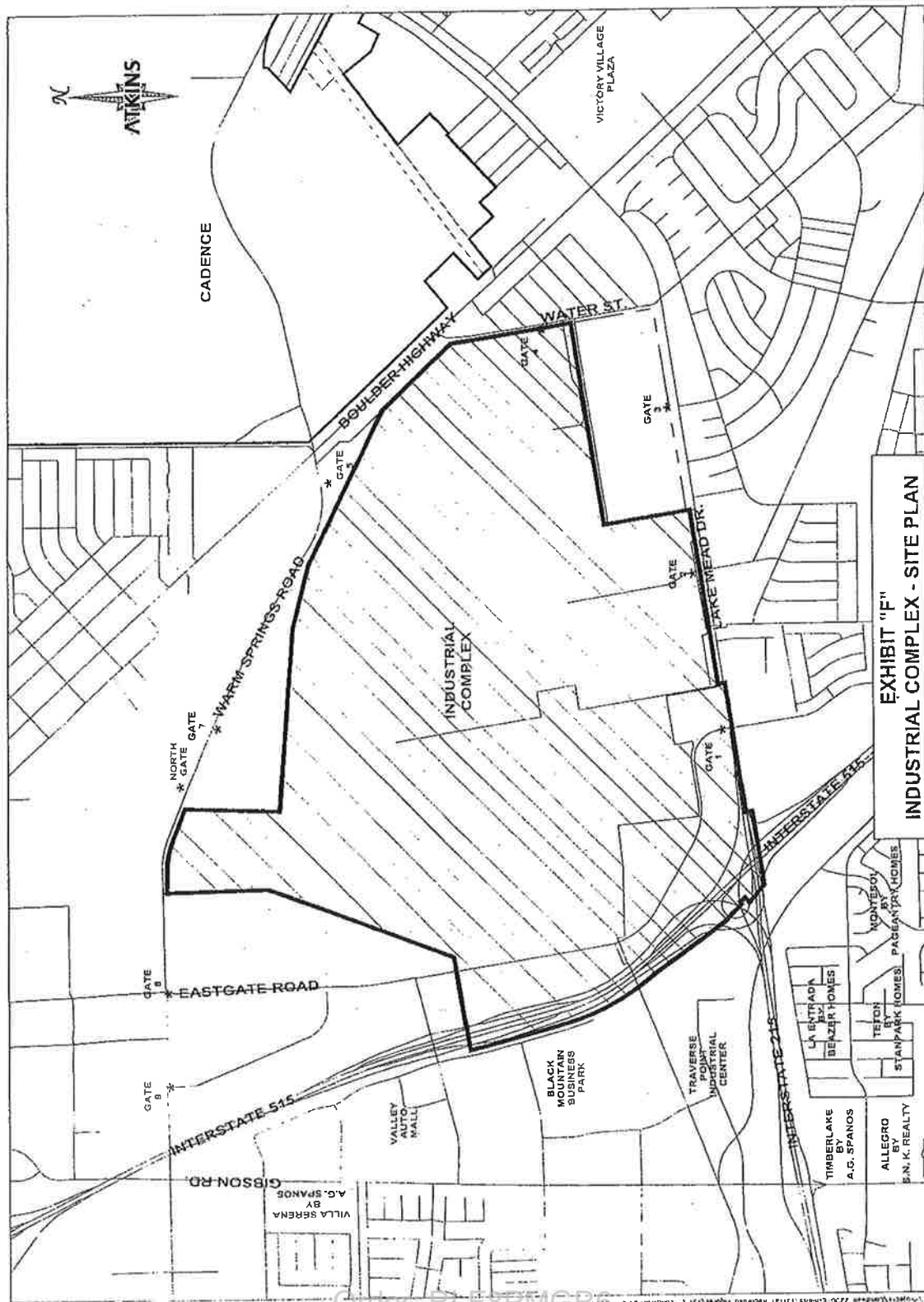


EXHIBIT "F"  
INDUSTRIAL COMPLEX - SITE PLAN

**EXHIBIT "G"**

**Storage Site - Illustration**

[Attached]

*[Declarant reserves the right from time to time to unilaterally record supplements to this Exhibit, setting forth the legal descriptions of any plat map and/or to unilaterally supplement, delete, or otherwise modify of record all or any part(s) of the descriptions set forth in this Exhibit.]*

Order: RLF8PMGR6  
Address: 157 Volti Subito Way  
Order Date: 05-22-2023  
Document not for resale  
HomeWiseDocs

