

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Respondent/Cross-Appellant.

No. 84345

Electronically Filed
Oct 27 2022 02:49 PM
Elizabeth A. Brown
Clerk of Supreme Court

No. 84640

**AMENDED
JOINT APPENDIX
VOLUME 43, PART 4 OF 4
(Nos. 7940-7987)**

LAW OFFICES OF KERMITT L. WATERS

Kermitt L. Waters, Esq.

Nevada Bar No. 2571

kermitt@kermittwaters.com

James J. Leavitt, Esq.

Nevada Bar No. 6032

jim@kermittwaters.com

Michael A. Schneider, Esq.

Nevada Bar No. 8887

michael@kermittwaters.com

Autumn L. Waters, Esq.

Nevada Bar No. 8917

autumn@kermittwaters.com

704 South Ninth Street

Las Vegas, Nevada 89101

Telephone: (702) 733-8877

*Attorneys for 180 Land Co., LLC and
Fore Stars, Ltd.*

LAS VEGAS CITY ATTORNEY'S OFFICE

Bryan K. Scott, Esq.

Nevada Bar No. 4381

bscott@lasvegasnevada.gov

Philip R. Byrnes, Esq.

pbyrnes@lasvegasnevada.gov

Nevada Bar No. 166

Rebecca Wolfson, Esq.

rwolfson@lasvegasnevada.gov

Nevada Bar No. 14132

495 S. Main Street, 6th Floor

Las Vegas, Nevada 89101

Telephone: (702) 229-6629

Attorneys for City of Las Vegas

CLAGGETT & SYKES LAW FIRM

Micah S. Echols, Esq.

Nevada Bar No. 8437

micah@claggettlaw.com

4101 Meadows Lane, Suite 100

Las Vegas, Nevada 89107

(702) 655-2346 – Telephone

*Attorneys for 180 Land Co., LLC and
Fore Stars, Ltd.*

McDONALD CARANO LLP

George F. Ogilvie III, Esq.

Nevada Bar No. 3552

gogilvie@mcdonaldcarano.com

Amanda C. Yen, Esq.

ayen@mcdonaldcarano.com

Nevada Bar No. 9726

Christopher Molina, Esq.

cmolina@mcdonaldcarano.com

Nevada Bar No. 14092

2300 W. Sahara Ave., Ste. 1200

Las Vegas, Nevada 89102

Telephone: (702) 873-4100

LEONARD LAW, PC

Debbie Leonard, Esq.

debbie@leonardlawpc.com

Nevada Bar No. 8260

955 S. Virginia Street Ste. 220

Reno, Nevada 89502

Telephone: (775) 964.4656

SHUTE, MIHALY & WEINBERGER, LLP

Andrew W. Schwartz, Esq.

schwartz@smwlaw.com

California Bar No. 87699

(admitted pro hac vice)

Lauren M. Tarpey, Esq.

ltarpey@smwlaw.com

California Bar No. 321775

(admitted pro hac vice)

396 Hayes Street

San Francisco, California 94102

Telephone: (415) 552-7272

Attorneys for City of Las Vegas

003704

7940

| Course Name | Ownership | Restrictions |
|---------------------------|-------------------------------------|------------------------------------|
| Canyon Gate Country Club | Canyon Gate Las Vegas Inc | CC&R Recorded against the property |
| Former Badlands Golf Club | 180 Land, Seventy Acres, Fore Stars | None |
| Angel Park Golf Club | City of Las Vegas | Owned by City of Las Vegas |
| TPC at The Canyons | Tournament Players Club | CC&R Recorded against the property |
| TPC at Summerlin | Tournament Players Club | CC&R Recorded against the property |
| Eagle Crest Golf Club | Sun City Summerlin Community | Summerlin Planned Community |
| Highland Falls Golf Club | Sun City Summerlin Community | Summerlin Planned Community |
| Palm Valley Golf Club | Sun City Summerlin Community | Summerlin Planned Community |
| Painted Desert Golf Club | CF Painted Desert Arcis LLC | CC&R Recorded against the property |
| Los Prados Golf Course | Los Prados Community Association | CC&R Recorded against the property |
| Las Vegas Golf Club | City of Las Vegas | Owned by City of Las Vegas |
| Desert Pines Golf Club | City of Las Vegas | Owned by City of Las Vegas |
| Durango Hills Golf Course | City of Las Vegas | Owned by City of Las Vegas |

| | |
|--|-----------|
| Total Golf Course Properties | 13 |
| Total Properties that will fall under ordinance | 1 |

003705

8600 CUPP

Property Information

Parcel: 12510510007

Owner Name(s): STONERIDGE PARKWAY LLC

Site Address: 8600 CUPP DR

Jurisdiction: Las Vegas - 89131

Sale Date: 12/2015

Sale Price: \$5,000,050

Estimated Lot Size: 139.04

Construction Year: 2001

Recorded Doc Number: 20151215 00003269

Aerial Flight Date: 04/02/2016

Zoning and Planned Landuse

Zoning Classification: Residential Planned Development District (R-PD3)

Community District:

Legal Description

Subdivision Name: MOUNTAIN SPA

Book Page: 103 31

Lot Block: Lot:1B Block:

T-R-S: 19-60-10

Tax District: 200

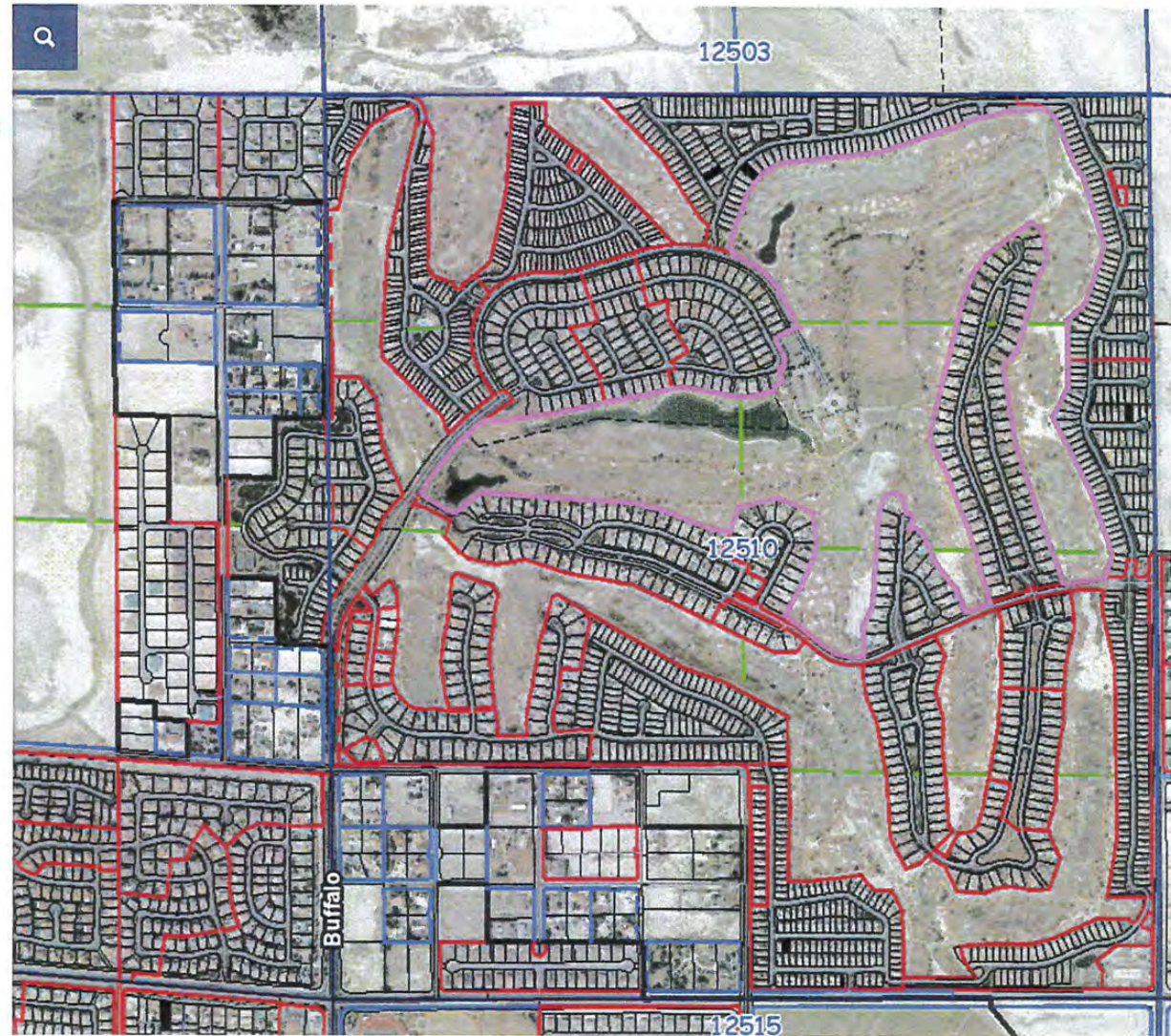
Census Tract:

Ownership

filter owners...

| Parcel | Owners |
|----------------|--------------------------|
| 125-10-510-007 | STONERIDGE PARKWAY LLC |
| 125-10-510-007 | DESERT LIFESTYLES LLC |
| 125-10-510-007 | PAR 72 LLC |
| 125-10-510-007 | SPEMD HOLDINGS LLC |
| 125-10-510-007 | MEADOWBROOK MOUNTAIN SPA |

Print



003706

7942

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

Parcel ID 125-10-510-007 Tax Year 2018 District 200 Rate 3.2782

Situs Address: 8600 CUPP DR LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: MOUNTAIN SPA PLAT BOOK 103 PAGE 31 PT LOT 1B & PT LOT 15 & PT PRIVATE ST GEOID: MOR N2 NE4 SEC 10 19 60

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|------------|--------------------------|--------------------------------|----------------------------------|---------|--------------------|------------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 729960 | 2015121503269 | 12/15/2015 |
| Taxable | | | Improvements | 307764 | 2015090102379 | 9/1/2015 |
| Delinquent | Tax Cap Limit Amount | 28826.34 | Total Assessed Value | 1037724 | 2010120302916 | 12/3/2010 |
| | Tax Cap Reduction | 5192.33 | Net Assessed Value | 1037724 | 2010090302611 | 9/3/2010 |
| | Land Use | 3-47 Golf Course. Semi-Private | Exemption Value New Construction | 0 | 2002061402191 | 6/14/2002 |
| | Tax Recapture | Y | New Construction - Supp Value | 0 | | |
| | Cap Type | OTHER | | | | |
| | Acreage | 139.0400 | | | | |
| | Exemption Amount | 0.00 | | | | |

| Role | Name | Address | Since | To |
|-------|--------------------------|--|-----------|---------|
| Owner | STONERIDGE PARKWAY L L C | 6924 CANBY AVE #112 , RESEDA, CA 91335 UNITED STATES | 1/13/2016 | Current |

Summary

| Item | Amount |
|--------------------|-------------|
| Taxes as Assessed | \$34,018.67 |
| Less Cap Reduction | \$5,192.33 |
| Net Taxes | \$28,826.34 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|----------|--------------------------|------------------|
| 2018 | Property Tax Principal | \$21,619.75 |
| 2018 | Recapture Principal | \$226.00 |
| 2018 | Las Vegas Artesian Basin | \$1.80 |
| 2018 | Las Vegas Sewer - Delinq | \$25,626.06 |
| 2018 | Property Tax Penalty | \$3,315.42 |
| 2017 | Property Tax Principal | \$28,095.85 |
| 2017 | Las Vegas Artesian Basin | \$1.81 |
| 2017 | Las Vegas Sewer - Delinq | \$10,981.90 |
| 2017 | Property Tax Penalty | \$6,630.82 |
| 2017 | Property Tax Interest | \$5,042.48 |
| 2017 | Advertising Fee | \$4.00 |
| 2017 | MAILING FEE | \$2.00 |
| 2016 | Property Tax Principal | \$22,034.17 |
| 2016 | Property Tax Penalty | \$2,311.87 |
| 2016 | Property Tax Interest | \$4,601.94 |
| 2016 | Advertising Fee | \$4.00 |
| 2016 | MAILING FEE | \$2.00 |
| 2015 | Property Tax Principal | \$11,343.15 |
| 2015 | Property Tax Penalty | \$742.32 |
| 2015 | Property Tax Interest | \$3,366.81 |
| 2014 | Property Tax Principal | \$11,012.77 |
| 2014 | Property Tax Penalty | \$720.71 |
| 2014 | Property Tax Interest | \$4,370.03 |

003707

7943

| | | |
|---|------------------------|---------------------|
| 2013 | Property Tax Principal | \$10,568.88 |
| 2013 | Property Tax Penalty | \$691.67 |
| 2013 | Property Tax Interest | \$5,250.77 |
| 2012 | Property Tax Principal | \$10,706.08 |
| 2012 | Property Tax Penalty | \$702.03 |
| 2012 | Property Tax Interest | \$6,390.00 |
| 2011 | Property Tax Principal | \$17,433.43 |
| 2011 | Property Tax Penalty | \$697.34 |
| 2011 | Property Tax Interest | \$12,058.12 |
| 2010 | Property Tax Principal | \$18,623.83 |
| 2010 | Property Tax Penalty | \$744.95 |
| 2010 | Property Tax Interest | \$14,743.87 |
| CURRENT AMOUNTS DUE as of 1/8/2018 | | \$260,668.63 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|--|------------------------|------------------------|
| 2018 | Property Tax Principal | \$7,206.59 |
| 2018 | Recapture Principal | \$75.34 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$7,281.93 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|----------|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$28,826.34 |
| 2018 | Recapture Principal | \$301.34 |
| 2018 | Las Vegas Artesian Basin | \$1.80 |
| 2018 | Las Vegas Sewer - Delinq | \$25,626.06 |
| 2018 | Property Tax Penalty | \$3,315.42 |
| 2017 | Property Tax Principal | \$28,095.85 |
| 2017 | Las Vegas Artesian Basin | \$1.81 |
| 2017 | Las Vegas Sewer - Delinq | \$10,981.90 |
| 2017 | Property Tax Penalty | \$6,630.82 |
| 2017 | Property Tax Interest | \$5,042.48 |
| 2017 | Advertising Fee | \$4.00 |
| 2017 | MAILING FEE | \$2.00 |
| 2016 | Property Tax Principal | \$22,034.17 |
| 2016 | Property Tax Penalty | \$2,311.87 |
| 2016 | Property Tax Interest | \$4,601.94 |
| 2016 | Advertising Fee | \$4.00 |
| 2016 | MAILING FEE | \$2.00 |
| 2015 | Property Tax Principal | \$11,343.15 |
| 2015 | Property Tax Penalty | \$742.32 |
| 2015 | Property Tax Interest | \$3,366.81 |
| 2014 | Property Tax Principal | \$11,012.77 |
| 2014 | Property Tax Penalty | \$720.71 |
| 2014 | Property Tax Interest | \$4,370.03 |
| 2013 | Property Tax Principal | \$10,568.88 |
| 2013 | Property Tax Penalty | \$691.67 |
| 2013 | Property Tax Interest | \$5,250.77 |
| 2012 | Property Tax Principal | \$10,706.08 |
| 2012 | Property Tax Penalty | \$702.03 |
| 2012 | Property Tax Interest | \$6,390.00 |
| 2011 | Property Tax Principal | \$17,433.43 |
| 2011 | Property Tax Penalty | \$697.34 |
| 2011 | Property Tax Interest | \$12,058.12 |
| 2010 | Property Tax Principal | \$18,623.83 |
| 2010 | Property Tax Penalty | \$744.95 |
| 2010 | Property Tax Interest | \$14,743.87 |

003708

7944

TAX YEAR TOTAL AMOUNTS DUE as of 1/8/2018

\$267,950.56

PAYMENT HISTORY

| | |
|--------------------------------|------------|
| Last Payment Amount | \$5,370.58 |
| Last Payment Date | 12/23/2015 |
| Fiscal Tax Year Payments | \$0.00 |
| Prior Calendar Year Payments | \$0.00 |
| Current Calendar Year Payments | \$0.00 |

003709

7945

3271 DURANGO

Property Information

Parcel: 13808701013
Owner Name(s): CITY OF LAS VEGAS
Site Address: 3271 N DURANGO DR
Jurisdiction: Las Vegas - 89129
Sale Date: Not Available
Sale Price: Not Available
Estimated Lot Size: 99.39
Construction Year: 2000
Recorded Doc Number: [20120110 00002525](#)
Aerial Flight Date: 03/19/2016

Zoning and Planned Landuse

Zoning Classification: [Civic District \(C-V\)](#)
Community District:

Legal Description

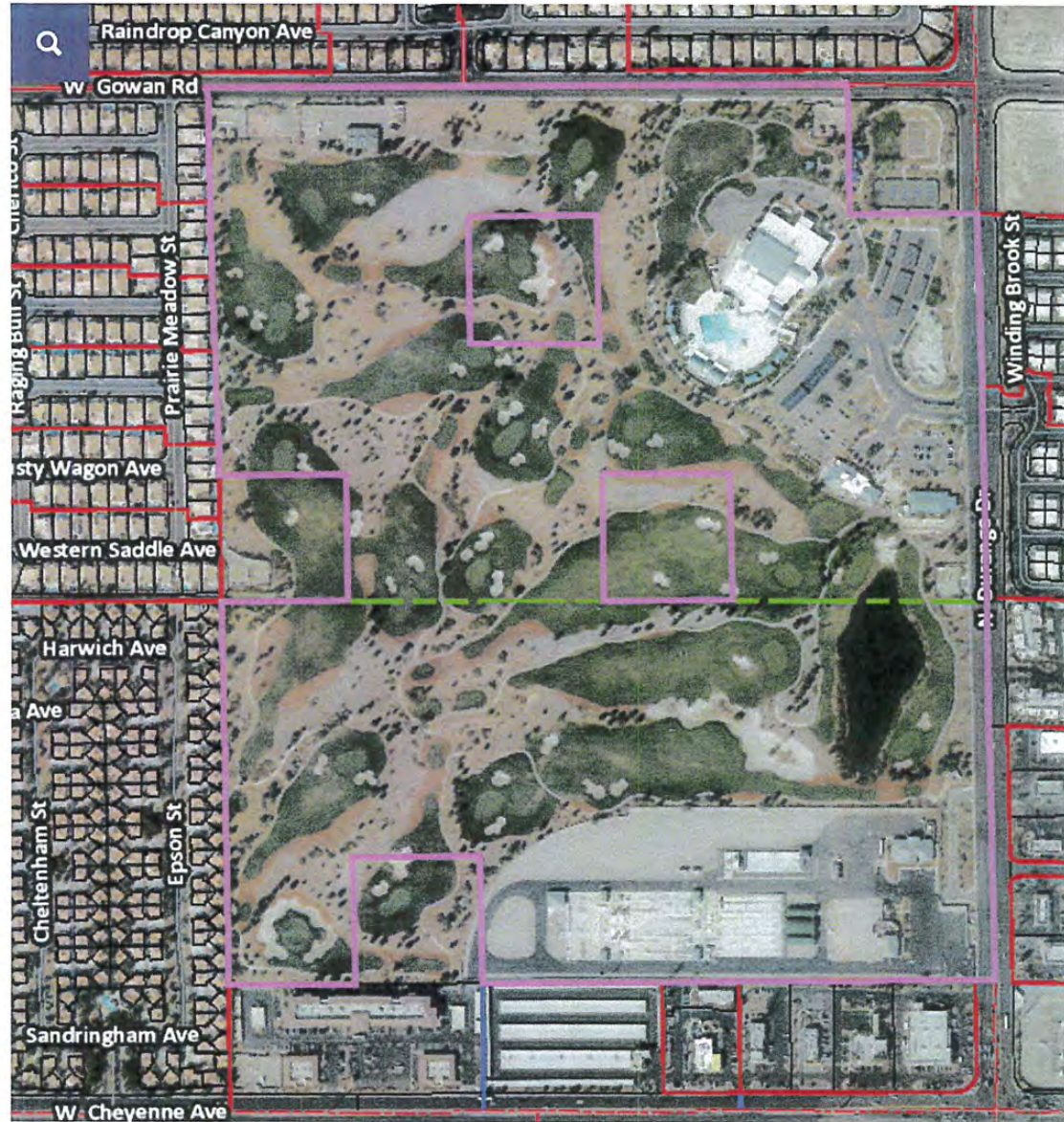
Subdivision Name:
Book Page:
Lot Block: Lot: Block:
T-R-S: 20-60-8
Tax District: 200
Census Tract:

Ownership

filter owners...

| Parcel | Owners | Recorded Doc |
|----------------|-------------------|-----------------------------|
| 138-08-701-013 | CITY OF LAS VEGAS | 20120110:02 |
| 138-08-701-013 | USA | 99999999:99 |

Print



003710

7946

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

Parcel ID 138-08-701-013 Tax Year 2018 District 200 Rate 3.2782

Situs Address: 3271 N DURANGO DR LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: PT SE4 SEC 08 20 60GEOID: PT SE4 SEC 08 20 60

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|---------|--------------------------|------------------------------|----------------------------------|---------|--------------------|-----------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 2286900 | 2012011002525 | 1/10/2012 |
| Taxable | Tax Cap Limit Amount | 155476.00 | Improvements | 2305892 | | |
| | Tax Cap Reduction | 0.00 | Total Assessed Value | 4592792 | | |
| | Land Use | 3-46 Golf Course. Public | Net Assessed Value | 4592792 | | |
| | Exemption Percentage | 100 | Exemption Value New Construction | 0 | | |
| | Cap Type | OTHER | New Construction - Supp Value | 0 | | |
| | Acreage | 99.3900 | Tax % Exemption Value | 4592792 | | |
| | Agriculture | DEFERRED GOLF OR AGRICULTURE | | | | |
| | Exemption Amount | 150560.91 | | | | |
| | Exemption Type | H : Municipal Exempt | | | | |
| | | | | | | |

| Role | Name | Address | Since | To |
|-------|-------------------|---|-----------|---------|
| Owner | CITY OF LAS VEGAS | %REAL ESTATE DIVISION 333 N RANCHO DR 8TH FL , LAS VEGAS, NV 89106-3703 UNITED STATES | 1/11/2013 | Current |

Summary

| Item | Amount |
|--------------------|--------------|
| Taxes as Assessed | \$150,560.91 |
| Less Cap Reduction | \$0.00 |
| Net Taxes | \$150,560.91 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|--|-----------------|------------------------|
| THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 1/8/2018 | | |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|-----------------|-----------------------|
| THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 1/8/2018 | | |

PAYMENT HISTORY

| | |
|--------------------------------|----------|
| Last Payment Amount | \$82.35 |
| Last Payment Date | 8/6/2015 |
| Fiscal Tax Year Payments | \$0.00 |
| Prior Calendar Year Payments | \$0.00 |
| Current Calendar Year Payments | \$0.00 |

003711

7947

3415 BONANZA

Property Information

Parcel: 13936502003

Owner Name(s): CITY OF LAS VEGAS

Site Address: 3415 E BONANZA RD

Jurisdiction: Las Vegas - 89101

Sale Date: Not Available

Sale Price: Not Available

Estimated Lot Size: 95.54

Construction Year:

Recorded Doc Number: 00000022 00059327

Aerial Flight Date: 04/05/2016

Zoning and Planned Landuse

Zoning Classification: Civic District (C-V)

Community District:

Legal Description

Subdivision Name:

Book Page:

Lot Block: Lot: Block:

T-R-S: 20-61-36

Tax District: 200

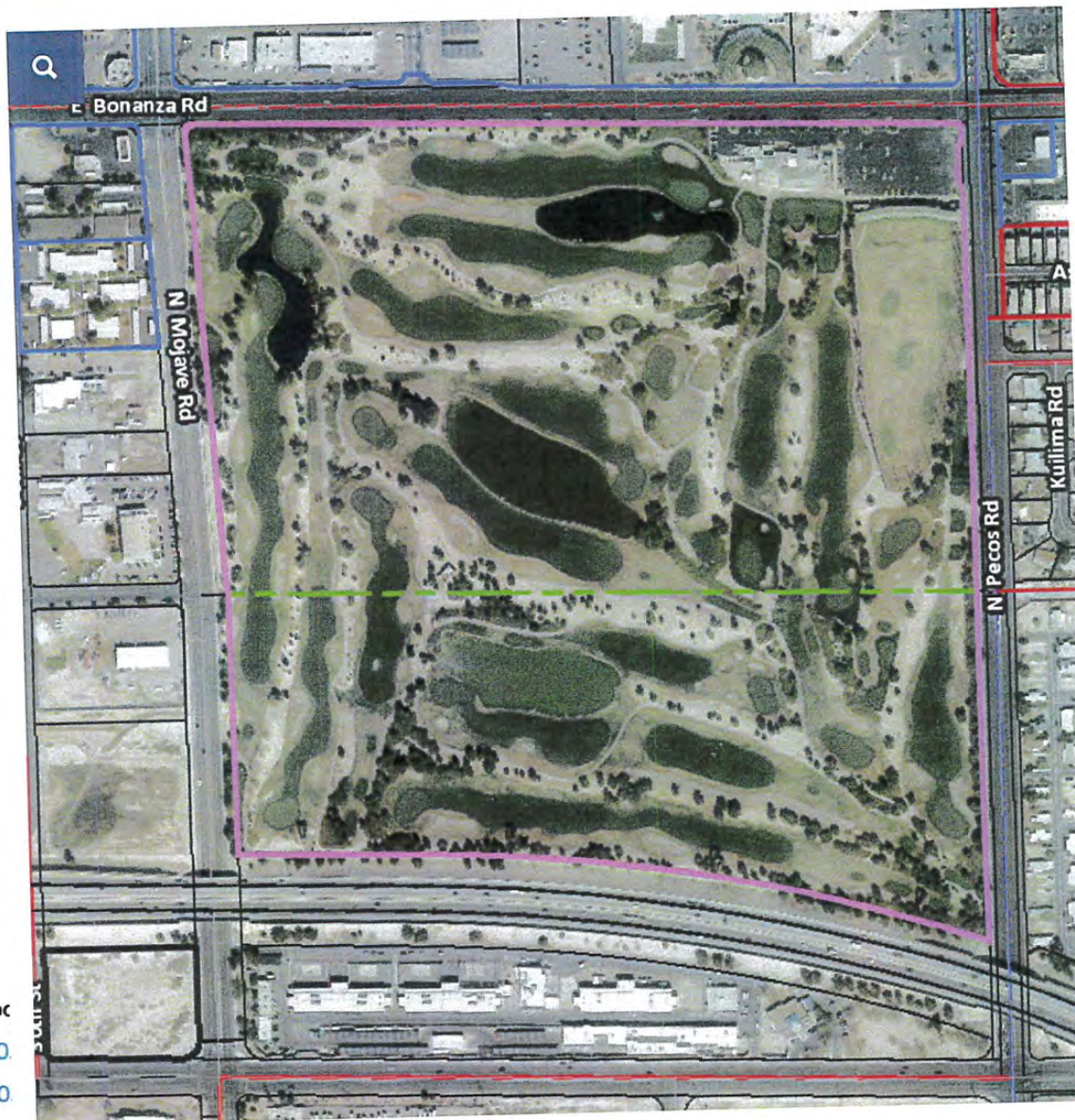
Census Tract:

Ownership

Site Owner(s):

| Parcel | Owners | Recorded Doc |
|----------------|-------------------|--------------|
| 139-36-502-003 | CITY OF LAS VEGAS | 00000022:00 |
| 139-36-502-003 | CITY OF LAS VEGAS | 00000022:00 |

Print



003712

7948

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

| | | | | | | | |
|-----------|----------------|----------|------|----------|-----|------|--------|
| Parcel ID | 139-36-502-003 | Tax Year | 2018 | District | 200 | Rate | 3.2782 |
|-----------|----------------|----------|------|----------|-----|------|--------|

Situs Address: 3415 E BONANZA RD LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: PT N2 NE4 SEC 36 20 61GEOID: MOR N2 NE4 SEC 36 20 61

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|---------|--------------------------|------------------------------|----------------------------------|---|--------------------|------------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 0 | 00220059327 | 11/20/1935 |
| Taxable | Tax Cap Limit Amount | 0.00 | Total Assessed Value | 0 | | |
| | Tax Cap Reduction | 0.00 | Net Assessed Value | 0 | | |
| | | | Exemption Value New Construction | 0 | | |
| | Land Use | 3-46 Golf Course, Public | New Construction - Supp Value | 0 | | |
| | Cap Type | OTHER | | | | |
| | Acreage | 95.5400 | | | | |
| | Agriculture | DEFERRED GOLF OR AGRICULTURE | | | | |
| | Exemption Amount | 0.00 | | | | |

| Role | Name | Address | Since | To |
|-------|-------------------|---|-----------|---------|
| Owner | CITY OF LAS VEGAS | %REAL ESTATE DIVISION 333 N RANCHO DR 8TH FL , LAS VEGAS, NV 89106-3703 UNITED STATES | 1/11/2013 | Current |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|--|-----------------|------------------------|
| THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 1/8/2018 | | |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|-----------------|-----------------------|
| THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 1/8/2018 | | |

PAYMENT HISTORY

| | |
|--------------------------------|-----------|
| Last Payment Amount | \$27.08 |
| Last Payment Date | 8/13/2014 |
| Fiscal Tax Year Payments | \$0.00 |
| Prior Calendar Year Payments | \$0.00 |
| Current Calendar Year Payments | \$0.00 |

003713

7949

4300 WASHINGTON

Property Information

Parcel: 13930201001
Owner Name(s): CITY OF LAS VEGAS
Site Address: 4300 W WASHINGTON AVE
Jurisdiction: Las Vegas - 89107
Sale Date: Not Available
Sale Price: Not Available
Estimated Lot Size: 137.64
Construction Year: 1945
Recorded Doc Number: 00000017 00038391
Aerial Flight Date: 04/02/2016

Zoning and Planned Landuse

Zoning Classification: Civic District (C-V)
Community District:

Legal Description

Subdivision Name:
Book Page:
Lot Block: Lot: Block:
T-R-S: 20-61-30
Tax District: 200
Census Tract:

- Ownership
- Flood Zone
- Elected Officials
- Links

Print



003714

7950

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

Parcel ID 139-30-201-001 Tax Year 2018 District 200 Rate 3.2782

Situs Address: 4300 W WASHINGTON AVE LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: PT N2 SEC 30 20 61GEOID: PT N2 SEC 30 20 61

| Status: | Property Characteristics | | Property Values | | Property Documents |
|---------|--------------------------|------------------------------|----------------------------------|--------|--------------------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 0 | |
| Taxable | Tax Cap Limit Amount | 22731.02 | Improvements | 681244 | |
| | Tax Cap Reduction | 0.00 | Total Assessed Value | 681244 | |
| | Land Use | 3-46 Golf Course, Public | Net Assessed Value | 681244 | |
| | Exemption Percentage | 100 | Exemption Value New Construction | 0 | |
| | Cap Type | OTHER | New Construction - Supp Value | 0 | |
| | Acreage | 137.6400 | Tax % Exemption Value | 681244 | |
| | Agriculture | DEFERRED GOLF OR AGRICULTURE | | | |
| | Exemption Amount | 22332.54 | | | |
| | Exemption Type | H : Municipal Exempt | | | |
| | | | | | |

| Role | Name | Address | Since | To |
|-------|-------------------|---|-----------|---------|
| Owner | CITY OF LAS VEGAS | %REAL ESTATE DIVISION 333 N RANCHO DR 8TH FL , LAS VEGAS, NV 89106-3703 UNITED STATES | 1/11/2013 | Current |

Summary

| Item | Amount |
|--------------------|-------------|
| Taxes as Assessed | \$22,332.54 |
| Less Cap Reduction | \$0.00 |
| Net Taxes | \$22,332.54 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|--|-----------------|------------------------|
| THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 1/8/2018 | | |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|-----------------|-----------------------|
| THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 1/8/2018 | | |

PAYMENT HISTORY

| | |
|--------------------------------|----------|
| Last Payment Amount | \$12.04 |
| Last Payment Date | 8/6/2015 |
| Fiscal Tax Year Payments | \$0.00 |
| Prior Calendar Year Payments | \$0.00 |
| Current Calendar Year Payments | \$0.00 |

003715

7951

5150 LOS PRADOS

Property Information

Parcel: 12536510001

Owner Name(s): LOS PRADOS COMMUNITY ASSOCIATION

Site Address: 5150 LOS PRADOS CIR

Jurisdiction: Las Vegas - 89130

Sale Date: Not Available

Sale Price: Not Available

Estimated Lot Size: 33.39

Construction Year:

Recorded Doc Number: [19920706 00000290](#)

Aerial Flight Date: 04/02/2016

Zoning and Planned Landuse

Zoning Classification: [Residential Planned Deveopment District \(R-PD9\)](#)

Community District:

Legal Description

Subdivision Name: LOS PRADOS PHASE 1 UNIT 1A AMD

Book Page: 42 16

Lot Block: Lot:F Block:

T-R-S: 19-60-36

Tax District: 200

Census Tract:

Ownership

[Filter owners...](#)

| Parcel | Owners |
|----------------|-----------------------------|
| 125-36-510-001 | LOS PRADOS COMMUNITY ASSOCI |

Flood Zone

[Flood Zone Data](#)

[Print](#)



003716

7952

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

| | | | | | | | |
|-----------|----------------|----------|------|----------|-----|------|--------|
| Parcel ID | 125-36-510-001 | Tax Year | 2018 | District | 200 | Rate | 3.2782 |
|-----------|----------------|----------|------|----------|-----|------|--------|

| | |
|--------------------|--|
| Situs Address: | 5150 LOS PRADOS CIR LAS VEGAS |
| Legal Description: | ASSESSOR DESCRIPTION: LOS PRADOS PHASE 1 UNIT 1A AMD PLAT BOOK 42 PAGE 16 LOT FGEOD: MOR NW4 NE4 SEC 36 19 60 |

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|---------|--------------------------|--------------------------------|----------------------------------|-------|--------------------|----------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 43018 | 92070600290 | 7/6/1992 |
| Taxable | Tax Cap Limit Amount | 1415.50 | Total Assessed Value | 43018 | | |
| | Tax Cap Reduction | 0.00 | Net Assessed Value | 43018 | | |
| | Land Use | 3-47 Golf Course. Semi-Private | Exemption Value New Construction | 0 | | |
| | Cap Type | OTHER | New Construction - Supp Value | 0 | | |
| | Acreage | 33.3900 | | | | |
| | Agriculture | DEFERRED GOLF OR AGRICULTURE | | | | |
| | Exemption Amount | 0.00 | | | | |

| Role | Name | Address | Since | To |
|-------|----------------------------------|---|----------|---------|
| Owner | LOS PRADOS COMMUNITY ASSOCIATION | 5150 LOS PRADOS CIR , LAS VEGAS, NV 89130-2000 UNITED STATES | 7/1/2002 | Current |

Summary

| Item | Amount |
|--------------------|------------|
| Taxes as Assessed | \$1,410.22 |
| Less Cap Reduction | \$0.00 |
| Net Taxes | \$1,410.22 |

ST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|--|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|--|------------------------|------------------------|
| 2018 | Property Tax Principal | \$352.56 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$352.56 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|--|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$352.56 |
| 2018 | Las Vegas Artesian Basin | \$0.00 |
| TAX YEAR TOTAL AMOUNTS DUE as of 1/8/2018 | | \$352.56 |

PAYMENT HISTORY

| | |
|--------------------------------|------------|
| Last Payment Amount | \$352.56 |
| Last Payment Date | 12/14/2017 |
| Fiscal Tax Year Payments | \$1,059.46 |
| Prior Calendar Year Payments | \$1,404.37 |
| Current Calendar Year Payments | \$0.00 |

003717

7953

5555 PAINTED MIRAGE

Property Information

Parcel: 12534110001
Owner Name(s): C F PAINTED DESERT ARCIS L L C
Site Address: 5555 PAINTED MIRAGE RD
Jurisdiction: Las Vegas - 89149
Sale Date: 10/2014
Sale Price: \$1,958,914
Estimated Lot Size: 74.28
Construction Year: 1987
Recorded Doc Number: 20141003 00002220
Aerial Flight Date: 04/02/2016

Zoning and Planned Landuse

Zoning Classification: Residential Planned Deveopment District (R-PD5)
Community District:

Legal Description

Subdivision Name: PAINTED DESERT 2ND AMD
Book Page: 41 28
Lot Block: Lot:1A Block:
T-R-S: 19-60-34
Tax District: 200
Census Tract:

Ownership

| Parcel | Owners |
|----------------|--------------------------------|
| 125-34-110-001 | C F PAINTED DESERT ARCIS L L C |
| 125-34-110-001 | C N L INCOME E A G L WEST GOLF |
| 125-34-110-001 | N G P REALTY SUB L P |
| 125-34-110-001 | NATL GOLF OPERATING PTNRSHIP I |
| 125-34-110-001 | NATIONAL GOLF OPERATING PTNR |



003718

7954

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

| | | | | | | | |
|-----------|----------------|----------|------|----------|-----|------|--------|
| Parcel ID | 125-34-110-001 | Tax Year | 2018 | District | 200 | Rate | 3.2782 |
|-----------|----------------|----------|------|----------|-----|------|--------|

Situs Address: 5555 PAINTED MIRAGE RD LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: PAINTED DESERT 2ND AMD PLAT BOOK 41 PAGE 28 LOT 1 AGEOID: PT NW4 NW4 SEC 34 19 60

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|---------|--------------------------|--------------------------|----------------------------------|--------|--------------------|-----------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 95699 | 2014100302220 | 10/3/2014 |
| Taxable | Tax Cap Limit Amount | 22778.85 | Improvements | 841452 | 2007120704128 | 12/7/2007 |
| | Tax Cap Reduction | 7942.83 | Total Assessed Value | 937151 | 2003030601520 | 3/6/2003 |
| | Land Use | 3-46 Golf Course. Public | Net Assessed Value | 937151 | 96070101274 | 7/1/1996 |
| | Tax Recapture | Y | Exemption Value New Construction | 0 | | |
| | Cap Type | OTHER | New Construction - Supp Value | 0 | | |
| | Acreage | 74.2800 | | | | |
| | Exemption Amount | 0.00 | | | | |
| | | | | | | |

| Role | Name | Address | Since | To |
|-------|--------------------------------|--|-----------|---------|
| Owner | C F PAINTED DESERT ARCIS L L C | 4851 LBJ FWY #600 , DALLAS, TX 75244 UNITED STATES | 7/15/2016 | Current |

Summary

| Item | Amount |
|--------------------|-------------|
| Taxes as Assessed | \$30,721.68 |
| Less Cap Reduction | \$7,942.83 |
| Net Taxes | \$22,778.85 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|---|------------------------|------------------------|
| 2018 | Property Tax Principal | \$5,694.71 |
| 2018 | Recapture Principal | \$183.57 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$5,878.28 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$5,694.71 |
| 2018 | Recapture Principal | \$183.57 |
| 2018 | Las Vegas Artesian Basin | \$0.00 |
| TAX YEAR TOTAL AMOUNTS DUE as of 1/8/2018 | | \$5,878.28 |

PAYMENT HISTORY

| | |
|--------------------------------|-------------|
| Last Payment Amount | \$5,878.28 |
| Last Payment Date | 12/28/2017 |
| Fiscal Tax Year Payments | \$17,636.63 |
| Prior Calendar Year Payments | \$23,187.03 |
| Current Calendar Year Payments | \$0.00 |

003719

7955

8 7 0 5 1 8 0 6 7 1 7

(85)

RECORDING REQUESTED BY, AND
RECORD RETURN TO:

McKITTRICK, JACKSON, DeMARCO
& PECKENPAUGH (JLR)
4041 MacArthur Boulevard
Post Office Box 2710
Newport Beach, California 92658-8995

(Space Above For Recorder's Use)

MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND RESERVATION
OF EASEMENTS FOR
PAINTED DESERT

jlr082/18015/000/0090/instr.dec
097/011 03-26-87

003720

7956

3 7 0 5 1 5 0 0 7 1 7

MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
PAINTED DESERT

THIS MASTER DECLARATION is executed by H & C INVESTMENTS, INC., a Nevada corporation dba PAINTED DESERT DEVELOPMENT COMPANY ("Declarant"), and SBC ASSET MANAGEMENT, INC., a Delaware corporation ("AMI").

P R E A M B L E:

A. Declarant is the Owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in Article I below as the First Subdivision and the Annexable Area.

B. AMI is the owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in Article I below as the Golf Course Property.

C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the First Subdivision and in the additional property which may be annexed thereto pursuant to the provisions of this Master Declaration, to create a corporation under the laws of the State of Nevada which shall be delegated and assigned the powers of (1) owning, maintaining and administering the Association Property (as hereinafter defined) for the private use of its Members and authorized guests, (2) administering and enforcing the Restrictions (as defined herein), and (3) collecting and disbursing the assessments and charges hereinafter created.

D. Declarant will cause or has caused such corporation, the Members of which shall be the respective Owners of Lots or Condominiums in the First Subdivision and the Owners of Lots or Condominiums in real property annexed to the First Subdivision pursuant to the provisions of this Master Declaration, to be formed for the purpose of exercising such functions.

E. Declarant intends to establish a balanced community and to develop and convey all of the Properties pursuant to a general plan for the maintenance, care, use and management of the Properties, and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Properties as hereinafter set forth. The development of the Properties shall be consistent with the overall development plan submitted to the Veterans Administration ("VA") and the Federal Housing Administration ("FHA").

07051500717

F. This Master Declaration is designed to create equitable servitudes and covenants appurtenant to and running with all of the Properties and the Golf Course Property. Declarant or any Participating Builder (as hereinafter defined) may execute, acknowledge and record an Additional Declaration affecting solely a Condominium Project or Planned Development (as such terms are hereinafter defined), so long as Declarant or such Participating Builder owns all of the real property to be affected by such Additional Declaration. Such Additional Declaration may impose further conditions, covenants and restrictions for the operation, protection and maintenance of the Planned Development or Condominium Project, taking into account the unique aspects of concern to Owners of Lots or Condominiums in such Planned Development or Condominium Project. Such Additional Declaration may provide for a Sub-Association of Owners (as hereinafter defined) with rights and powers reasonably necessary to control the operation and maintenance of the Planned Development or Condominium Project, including, without limitation, the right to assess the Owners within such Planned Development or Condominium Project for the cost of such operation and maintenance.

G. If developed as planned, the Properties will ultimately contain approximately one thousand nine hundred (1,900) dwelling units consisting of single family detached homes, single family attached homes and Condominiums, as well as a recreation building and tennis courts. However, there is no guarantee that the Properties will ultimately be developed as planned.

H. Now, therefore, Declarant and AMI hereby declare that all of the Properties and the Golf Course Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties and the Golf Course Property. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with the Properties and the Golf Course Property and shall be binding upon all persons having any right, title or interest in the Properties and the Golf Course Property, or any part thereof, their heirs, successive Owners, assigns, and assigns to the benefit of every portion of the Properties and the Golf Course Property and any interest therein; and shall run to the benefit of and be binding upon Declarant and AMI, their successive owners, and each Owner and his or her respective successors-in-interest.

-2-

jlr082/18015/000/0090/master.doc
097/011 03-26-87

003722

7958

27071500717

ARTICLE I.

DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used in this Master Declaration shall have the meanings hereinafter specified.

Section 1.01. "Additional Declaration" shall mean any declaration of covenants, conditions and restrictions, or similar document, which shall affect solely a Condominium Project or Planned Development or other portion of the Properties.

Section 1.02. "Annexable Area" shall mean the real property described in Exhibit "B," all or any portion of which property may from time to time be made subject to this Master Declaration pursuant to the provisions of Article II hereof.

Section 1.03. "Architectural Committee" shall mean the architectural and landscaping committee created pursuant to Article VIII hereto.

Section 1.04. "Architectural Committee Rules" shall mean the rules adopted by the Architectural Committee pursuant to Article VIII, Section 8.03 hereof.

Section 1.05. "Articles" shall mean the Articles of Incorporation of the Master Association as filed or to be filed in the Office of the Secretary of State of the State of Nevada, as such Articles may be amended from time to time.

Section 1.06. "Assessment, Capital Improvement" shall mean a charge against each Owner and his Lot or Condominium, representing a portion of the costs to the Master Association for installation or construction of any improvements on any portion of the Association Property which the Master Association may from time to time authorize, pursuant to the provisions of this Master Declaration.

Section 1.07. "Assessment, Common" shall mean the annual charge against each Owner and his Lot or Condominium, representing a portion of the total, ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Association Property, which are to be paid by each Owner to the Master Association, as provided herein.

Section 1.08. "Assessment, Golf Course Maintenance" shall mean a charge which the Board shall be obligated to levy against each Owner and his Lot or Condominium, representing a fee for a portion of the maintenance of the Golf Course abutting the Properties. The Board must

3 7 0 5 1 5 0 0 7 1 7

the Golf Course Maintenance Assessments collected from the Owners in the manner prescribed by this Master Declaration.

Section 1.09. "Assessment, Reconstruction" shall mean a charge against each Owner and his Lot or Condominium, representing a portion of the cost to the Master Association for reconstruction of any portion of the Improvements on the Association Property, pursuant to the provisions of this Master Declaration.

Section 1.10. "Assessment, Special" shall mean a charge against a particular Owner and his Lot or Condominium, directly attributable to and reimbursable by the Owner, equal to the cost incurred by the Master Association for corrective action performed pursuant to the provisions of this Master Declaration, or levied by the Board as a reasonable fine or penalty for noncompliance with the Restrictions, plus interest and other charges on such Special Assessment as provided for in this Master Declaration. Special Assessments shall not include any late payment penalties, interest charges, attorneys' fees or other costs incurred by the Master Association in its efforts to collect Common Assessments, Capital Improvement Assessments or Reconstruction Assessments.

Section 1.11. "Association Property" shall mean all the real and personal property and Improvements which are owned at any time by the Master Association, or over which the Master Association has an easement for the use, care or maintenance thereof, for the common benefit, use and enjoyment of all of the Owners, as further provided in Article III of this Master Declaration. The Association Property shall also include (i) all entry monumentation for the Properties, (ii) the landscaping abutting the Golf Course Property referred to as the "golfscape zone" in the Development Master Plan for the Properties ("Master Plan"), and (iii) the landscaping abutting the private streets in the Properties referred to as the "streetscape zone" in the Master Plan.

Section 1.12. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the assignee of such mortgage or beneficiary.

Section 1.13. "Board" shall mean the Board of Directors of the Master Association, elected in accordance with the Bylaws of the Master Association and the Master Declaration.

Section 1.14. "Bylaws" shall mean the bylaws of the Master Association, and such Bylaws may be amended from time to time.

Section 1.15. "Close of Escrow" shall mean the date on which a deed or other such instrument conveying a Lot or

-4-

jl082/18015/000/0090/mstr.dec
097/011 03-26-87

003724

7960

3 7 0 5 1 5 0 7 1 7

Condominium in the Properties is Recorded, with the exception of deeds between Declarant and Participating Builders or deeds between Participating Builders.

Section 1.16. "Common Area" shall mean any portion of the Properties designated in an Additional Declaration for the primary benefit of or maintenance by the Owners of Lots within a particular Planned Development or the Owners of Condominiums within a Condominium Project, to be owned (1) in common by such Owners (within a Condominium Project), (2) by a Sub-Association in which all such Owners shall be entitled to membership, or (3) separately by individual Owners (within a Planned Development) over which a Sub-Association may have an easement for maintenance purposes.

Section 1.17. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Association Property (including unpaid Special Assessments, Reconstruction Assessments, Golf Course Maintenance Assessments and Capital Improvement Assessments), including those costs not paid by the Owner responsible for payment; costs of management and administration of the Master Association including, but not limited to, compensation paid by the Master Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening, and other services benefiting the Association Property; the costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering the Association Property; the costs of bonding the members of the management body; taxes paid by the Master Association; amounts paid by the Master Association for discharge of any lien or encumbrance levied against the Association Property, or portions thereof, including, without limitation, real property taxes, if any, levied against the Association Property; all prudent reserves; and the costs of any other item or items designated by the Master Association for any reason whatsoever in connection with the Association Property, for the benefit of the Owners.

Section 1.18. "Condominium" shall mean a condominium as defined in Section 117.010 of the Nevada Revised Statutes, or any similar Nevada statute hereinafter enacted.

Section 1.19. "Condominium Project" shall mean a "project" as defined in Section 117.010 of the Nevada Revised Statutes, or any similar Nevada statute hereinafter enacted, and all property designated in the Additional Declaration for such project as additional "Phases of Development" in the event such project is developed in phased increments.

Section 1.20. "Declarant" shall mean H & C INVESTMENTS, INC., a Nevada corporation, its successors, and any Participating Builder or other Person to which it shall have assigned any rights hereunder by an express written assignment. Any such assignment may include only specific rights

-5-

jlr082/18015/000/0090/mstr.dec
C97/011 05-12-87

003725

7961

370:1500717

of the Declarant hereunder and may be subject to such conditions and limitations as H & C INVESTMENTS, INC. may impose in its sole and absolute discretion. In addition, any first Mortgagee and its successors and assigns (other than a member of the homebuying public) which acquires title to any portion of the Properties owned by H & C Investments, Inc. by virtue of the foreclosure of a Deed of Trust or a deed-in-lieu of foreclosure shall succeed to all of the rights of the Declarant hereunder with respect to the property acquired

Section 1.21. "Delegate" shall mean a natural person selected by the Members owning the Lots or Condominiums in a Delegate District, pursuant to Section 4.03 hereof, to represent all of the Members within such Delegate District to vote on their behalf, as further provided in this Master Declaration and in the Bylaws. All provisions of this Master Declaration and the Bylaws pertaining to the election, removal, qualification or action of delegates shall be equally applicable to all alternate Delegates elected pursuant to Section 4.04 hereof.

Section 1.22. "Delegate District" shall mean a geographical area in the Properties in which all of the Members owning Lots or Condominiums therein shall elect a single Delegate to represent their collective voting power. Delegate Districts shall be established as described in Section 4.03 hereof.

Section 1.23. "Family" shall mean (1) a group of natural Persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of natural Persons not all so related who maintain a common residence on a Lot or in a Condominium Unit.

Section 1.24. "First Subdivision" shall mean the real property described in Exhibit "A" hereto. The First Subdivision is hereby designated as Delegate District No. 1.

Section 1.25. "Golf Course Property" shall mean the real property and improvements operated or to be operated as a golf course, clubhouse and related facilities, which real property is more particularly described on the attached Exhibit "C."

Section 1.26. "Improvement" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, horse trails, tennis courts, sprinkler pipes, garages, swimming pools, jacuzzi spas, and other recreational facilities, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment.

Section 1.27. "Lot" shall mean any lot or parcel of land shown upon any Recorded map or plat of the Properties,

8 7 0 5 1 5 0 0 7 1 7

Recordation of such certificate shall constitute prima facie evidence that such approval has been given.

(g) The right of Declarant and any Participating Builders (and their sales agents, customers and representatives) to the nonexclusive use of the Association Property and the facilities thereon, without charge, for sales, display, access, ingress, egress and exhibit purposes, which right Declarant hereby reserves; provided, however, that such right shall only extend until the earlier to occur of (i) ten (10) years following the first Close of Escrow for the sale of a Lot or Condominium in the Properties, or (ii) the date on which neither Declarant nor any Participating Builder owns a Lot or Condominium in the Properties or the Annexable Area. Such use shall not unreasonably interfere with the rights of enjoyment of the other Owners as provided herein.

(h) The right of the Master Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish or standard of construction of such Improvement, or of the general Improvements within any Phase of Development, as the case may be; and subject to Section 12.03, if not in accordance with such original design, finish or standard of construction, only with the vote of Delegates representing at least sixty-seven percent (67%) of the voting power of the Master Association.

(i) The right of the Master Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Association Property.

(j) The right of the Master Association, acting through the Board, to reasonably restrict access to the Association Property.

(k) The right, for a five minute period commencing on the departure of any golf ball from the Golf Course Property onto the Association Property, of the owner and lessee of the Golf Course Property and of all players and guests at the Golf Course Property to enter upon the Association Property to search for and recover errant golf balls.

(l) The right of the owner and lessee of the Golf Course Property and of their employees and contractors to enter upon the Association Property

16

jlr082/18015/000/0090/mstr.dec
097/011 03-26-87

003727

7963

07091500717

for the purpose of maintaining and repairing water and irrigation lines and pipes which are located in or originate from the Golf Course Property and are used in connection with the irrigation or sprinkling of the Golf Course Property landscaping or landscaping on the Association Property.

Section 3.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Association Property and facilities thereon to the members of his Family, his tenants, or contract purchasers who reside in his Lot or Condominium, subject to reasonable regulation by the Board.

Section 3.03. Easements for Parking. Temporary guest or recreational parking shall be permitted within the Association Property only within spaces and areas clearly marked for such purpose, if any. The Master Association, through its officers, committees and agents is hereby empowered to establish "parking" and "no parking" areas within the parking areas of Association Property, if any, as well as to enforce these parking limitations by all means lawful for such enforcement on public streets.

Section 3.04. Easements for Vehicular Traffic. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Properties, that Declarant and each and every Owner and their respective agents, employees, guests, invitees and successors shall have nonexclusive appurtenant easements for vehicular and pedestrian traffic over any private streets and walkways within the Association Property, subject to the parking provisions set forth in Section 3.03 above. Declarant, on behalf of itself and any Participating Builders, reserves the right to grant similar easements to Owners of property in the Annexable Area.

Section 3.05. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Master Association, nor release the Lot, Condominium or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Association Property or by abandonment of his Lot, Condominium or any other property in the Properties

Section 3.06. Title to the Association Property. Declarant hereby covenants for itself, its successive owners and assigns, that it will convey or cause to be conveyed to the Master Association a non-exclusive easement for maintenance over the Association Property described in Article II, Section 2.02 of this Master Declaration, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, and conditions then of

jlr082/18015/000/0090/mstr.dec
097/011 03-26-87

003728

7964

17051500717

record, including those set forth in this Master Declaration. As each Phase of Development in the Properties is developed by Declarant or by a Participating Builder, Declarant or such Participating Builder, as applicable, will similarly convey or cause to be conveyed, in fee simple or by easement, any Association Property designated as such in any Notice of Annexation for such Phase of Development. Notwithstanding any such conveyance, the Master Association's responsibility to maintain the Association Property located in any Phase of Development shall not begin until the commencement of Common Assessments in such Phase of Development. Subject to Article IX hereof, no Owner or Sub-Association shall interfere with the exercise by the Master Association of its rights under the easement for maintenance over Association Property which is owned in fee such Owner or Sub-Association.

Section 3.07. Taxes. Each Owner shall execute such instruments and take such action as may reasonably be specified by the Master Association to obtain separate real estate tax assessment of his Lot or Condominium. If any taxes or assessments may, in the opinion of the Master Association, constitute a lien on the Association Property, or any part thereof, they may be paid by the Master Association and each Owner shall be obligated to pay or to reimburse the Master Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against the Association Property and attributable to his own Lot or Condominium and interest in the Association Property.

Section 3.08. Easement Over Golf Course Property for Benefit of Master Association. AMI expressly reserves for the benefit of the Board of Directors of the Master Association, its agents, employees and contractors, an easement over that portion of the Golf Course Property abutting the Association Property for purposes of maintaining the planted landscaping of the Golf Course Property abutting the Association Property in a condition substantially equal to the landscaping located on the Association Property. Said easement shall only be exercisable whenever the Board of Directors of the Master Association is entitled to utilize Golf Course Maintenance Assessments for such purpose.

ARTICLE IV.

PAINTED DESERT COMMUNITY ASSOCIATION

Section 4.01. Organization. The Master Association is organized under the Nevada Corporation Law. The Master Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Master Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Master Declaration. If there

3707:500717

Rules and Regulations, such Rules and Regulations shall be enforceable against such Owner as though notice of such Rules and Regulations had been given pursuant to this Section 5.02.

ARTICLE VI.

FUNDS AND ASSESSMENTS

Section 6.01. Personal Obligation of Assessments. Declarant and any Participating Builder for each Lot or Condominium owned by Declarant or such Participating Builder and subject to assessment hereby covenants and agrees, and each Owner of any Lot or Condominium, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or such other instrument, is deemed to covenant and agree to pay to the Master Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, (4) Golf Course Maintenance Assessments, and (5) Reconstruction Assessments; such assessments to be established and collected as hereinafter provided. All Assessments other than Special Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot or Condominium against which such assessment is made. The personal obligation of assessments shall not pass to the successors-in-title to any Owner, unless expressly assumed by them.

Section 6.02. Maintenance Funds. The Board shall establish and maintain at least the following separate accounts (the "Maintenance Funds") into which shall be deposited all monies paid to the Master Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Master Association under the Restrictions: (1) an Operating Fund for current expenses of the Master Association, (2) a Reserve Fund for replacements, painting and repairs of the landscaping and other improvements within the Association Property, and (3) any other funds which the Board of Directors may establish, to the extent necessary under the provisions of the Restrictions. To qualify for higher returns on accounts held at banking or savings institutions, the Board may commingle any amounts deposited into any of the Maintenance Funds with amounts deposited into any other Maintenance Fund, provided that the integrity of each individual Maintenance Fund shall be preserved on the books of the Master Association by accounting for disbursements from, and deposits to, each Maintenance Fund separately. Each of the Maintenance Funds shall be established as separate trust savings or trust checking accounts. The Maintenance Funds may be established in trust accounts at federally insured banking or lending institutions.

-32-

jlr082/18015/000/0090/matr.doc
097/011 03-26-87

003730

7966

3 7 6 5 1 5 0 0 7 1 7

Section 6.03. Purpose of Assessments. All amounts deposited into the Operating Fund and the Reserve Fund (other than Golf Course Maintenance Assessments) must be used solely for the common benefit of all of the Owners for purposes authorized by the Restrictions, as they may be amended from time to time. Disbursements from the Reserve Fund shall be made by the Board only for the respective purposes specified in this Article VI. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those purposes for which disbursements from the Reserve Fund are to be used. Nothing in this Master Declaration shall be construed in such a way as to permit the Master Association to use any assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of those portions of the Properties designated as Phases of Development. Nothing contained herein shall limit, preclude or impair the establishment of additional Maintenance Funds by the Master Association earmarked for specified purposes authorized by the Restrictions.

Section 6.04. Damage to Association Property by Owners. Maintenance, repairs or replacements within the Association Property arising out of or caused by the willful or negligent act of an Owner, his family, guests, or invitees shall be done at such Owner's expense, after Notice and Hearing, and a Special Assessment therefor shall be levied against such Owner; provided, however, that the liability of an individual Owner for such damage to the Association Property shall not be absolute, but shall only be that for which the Owner is legally responsible under State law.

Section 6.05. Common Assessments. Each annual Common Assessment shall constitute an aggregate of separate assessments for each of the Maintenance Funds, reflecting an itemization of the amounts assessed and attributable to prospective deposits into the Reserve Fund, the Operating Fund and any other Maintenance Fund established by the Master Association. Unless otherwise indicated in the Master Association Budget and subject to the provisions of Section 2.03(b) hereof and this Section 6.05 concerning the designated number of assessment units, Common Assessments shall be assessed equally against all Owners based upon the number of Lots and Condominiums owned. The First Subdivision is hereby charged with one hundred three (103) assessment units. If the number of Lots or Condominiums constructed in the First Subdivision is less than one hundred three (103), the amount of any Capital Improvement Assessments, Common Assessments, Reconstruction Assessments or Golf Course Maintenance Assessments which would have been levied against unconstructed Lots or Condominiums in the First Subdivision shall be reallocated equally among the Lots or Condominiums actually constructed in the First Subdivision, as described

-33-

jlr082/18015/000/0090/mstr.dec
097/011 03-26-87

003731

7967

97051500/17

in Section 2.03(b) hereof with respect to subsequent Phases of Development.

Section 6.06. Payment of Golf Course Maintenance Assessments. The Board of Directors shall be obligated to deliver to the owner of the Golf Course Property all Golf Course Maintenance Assessments levied against the Owners at any time when a golf course is being operated on the Golf Course Property or undergoing reconstruction. Such delivery shall be made to the owner of the Golf Course Property immediately upon receipt of such assessments or as soon as reasonably possible after such receipt, with no delay of offset permitted by reason of the financial condition of the Master Association. The Master Association shall not utilize funds obtained from the Owners on account of such Golf Course Maintenance Assessments, including interest and late charges, in any manner except delivery to the owner of the Golf Course Property. The Board of Directors shall not be obligated to deliver to the owner of the Golf Course Property any Golf Course Maintenance Assessments levied against the Owners when a golf course is neither being operated on the Golf Course Property or undergoing reconstruction. Golf Course Maintenance Assessments shall not be used by the Board of Directors for any purpose other than as described in this Section 6.06, and the Board shall be obligated to enforce the collection of Golf Course Maintenance Assessments as vigorously as it would enforce the collection of any other assessments from a delinquent Owner.

Section 6.07. Date of Commencement of Common Assessments and Golf Course Maintenance Assessments. Common Assessments and Golf Course Maintenance Assessments shall commence as to each Lot or Condominium in any Phase of Development on the first day of the first month following the first Close of Escrow for the sale of a Lot or Condominium in such Phase of Development or on the first day of the first month following the conveyance to the Master Association of the Association Property, if any, in such Phase of Development, whichever occurs first. Notwithstanding the foregoing, Golf Course Maintenance Assessments shall not commence until such time as a golf course commences being operated on the Golf Course Property. Each such Lot or Condominium shall thereafter be subject to its share of the then established annual Common Assessment and Golf Course Maintenance Assessment as set forth herein. The first annual Common Assessment and Golf Course Maintenance Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the Bylaws. The Board shall fix the amount of the annual Common Assessment and Golf Course Maintenance Assessment to be levied against each Lot or Condominium at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment or Golf Course Maintenance Assessment shall be sent to every Owner subject thereto, at least

-34-

jlr082/18015/000/0090/mstr.dec
097/011 03-26-87

003732

7968

87071500717

thirty (30) days prior to the effective date of such change. All installments of Common Assessments shall be collected in advance on a regular basis by the Board, at such frequency and on such due dates as the Board shall determine from time to time in its sole and absolute discretion. Following their commencement, Golf Course Maintenance Assessments shall be payable in the same number of installments and at the same frequency as Common Assessments. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Master Association, setting forth whether the assessments on a specified Lot or Condominium have been paid. A properly executed certificate of the Master Association as to the status of assessments against a Lot or Condominium shall be binding upon the Master Association as of the date of its issuance. Assessments may be paid by the Owner to the Master Association in one check or in separate checks. If any payment is less than the amount assessed and the payment does not specify the Maintenance Fund or Funds into which it should be deposited, the payment received by the Master Association from that Owner shall be credited in order of priority first to Golf Course Maintenance Assessments, second to the Operating Fund, and third to the Reserve Fund.

From time to time the Board of Directors may determine that all excess funds remaining in the Operating Fund, over and above the amounts used for the operation of the Properties may be retained by the Master Association and used to reduce the following year's Common Assessment. Upon dissolution of the Master Association incident to the abandonment or termination of the maintenance of the Properties, any amounts remaining in any of the Maintenance Funds, and those Golf Course Maintenance Assessments held or collected by the Master Association which the Board is not obligated to give to the owner of the Golf Course Property, shall be distributed proportionately to or for the benefit of the Members, and all Golf Course Maintenance Assessments held or collected by the Master Association which the Board is obligated to give to the owner of the Golf Course Property shall be so delivered by the Board.

Section 6.08. Limitations on Common Assessment and Golf Course Maintenance Assessment Increases. The Board shall not levy, for any fiscal year, (1) an annual Common Assessment which exceeds the "Maximum Authorized Common Assessment" or a Golf Course Maintenance Assessment which exceeds the "Maximum Authorized Golf Course Maintenance Assessment" as determined pursuant to Sections 6.08(a) and 6.08(b) below, unless first approved by the vote of Delegates representing at least a majority of the total voting power of the Master Association

(a) Maximum Authorized Common Assessment and Golf Course Maintenance Assessment for Initial Year of Operations. Subject to the provisions of Section 6.09 hereof, until the first day of the fiscal

07071500717

year immediately following the fiscal year in which Common and Golf Course Maintenance Assessments commence, the Maximum Authorized Common and Golf Course Maintenance Assessment per Lot or Condominium shall equal one hundred fifteen percent (115%) of the amount of Common Assessments and Golf Course Maintenance Assessments disclosed in the budget of the Master Association which exists at the time such assessments commence.

(b) Maximum Authorized Common and Golf Course Maintenance Assessment for Subsequent Fiscal Years. Subject to the provisions of Section 6.09 hereof, beginning with the Fiscal Year immediately following the Fiscal Year in which Common Assessments and Golf Course Maintenance Assessments commence, the Maximum Authorized Common Assessment in any Fiscal Year shall equal one hundred fifteen percent (115%) of that portion of the Common Assessment levied in the last month (or other billing cycle) of the immediately preceding Fiscal Year, annualized over an entire year, and the Maximum Authorized Golf Course Maintenance Assessment in any Fiscal Year shall equal one hundred fifteen percent (115%) of that portion of the Golf Course Maintenance Assessment levied in the last month (or other billing cycle) of the immediately preceding Fiscal Year, annualized over an entire year.

(c) Supplemental Common Assessments. If the Board, by majority vote, determines that the important and essential functions of the Master Association may be properly funded by an annual Common Assessment less than the Maximum Authorized Common Assessment, it may levy such lesser Common Assessment. If the Board levies a Common Assessment in an amount less than the Maximum Authorized Common Assessment for any fiscal year and thereafter, during such fiscal year, determines that the important and essential functions of the Master Association cannot be funded by such lesser Common Assessment, the Board may, by majority vote, levy one (1) or more supplemental Common Assessments up to the Maximum Authorized Common Assessment.

(d) Supplemental Golf Course Maintenance Assessments. Whenever the Board of Directors is entitled to utilize Golf Course Maintenance Assessments to maintain the planted landscaping of the Golf Course Property abutting the Association Property, and the Board determines that the amount of Golf Course Maintenance Assessments which are likely to be collected may be insufficient to

8 7 0 5 1 5 0 0 7 1 7

defray the cost of maintaining such planted landscaping, in a condition substantially equal to the landscaping in the Association Property, the Board shall be entitled, by majority vote, to levy a supplemental Golf Course Maintenance Assessment in the estimated amount of the shortfall, subject to the limitations of Section 6.08(b) hereof.

Section 6.09. Annual Level of Golf Course Maintenance Assessments. In any Fiscal Year in which the Board of Directors of the Master Association is obligated to deliver the Golf Course Maintenance Assessments to the owner of the Golf Course, the Board of Directors shall not be entitled to levy a Golf Course Maintenance Assessment in such Fiscal Year which is less than the lesser of (a) the product of the Golf Course Maintenance Assessment levied by the Board during the prior Fiscal Year multiplied by a fraction, the numerator of which is the Consumer Price Index-Urban Wage Earners and Clerical Workers (Las Vegas Area; Base 1967=100) for the calendar month which is three (3) months prior to the commencement of the subject Fiscal Year, and the denominator of which is the magnitude of such index for the same month of the prior Fiscal Year, and (b) the Maximum Authorized Golf Course Maintenance Assessment. If the publication of such index is discontinued, published less frequently than monthly, or altered in some other manner, a substitute index or procedure which reasonably reflects and monitors consumer prices shall be used to calculate the minimum level of Golf Course Maintenance Assessments. In no event shall the Board of Directors be entitled to levy a Golf Course Maintenance Assessment in any Fiscal Year of less than Ninety Dollars (\$90.00) per Lot and Condominium per year. Notwithstanding the foregoing, if after construction of the golf course on the Golf Course Property, a golf course is not operated on the Golf Course Property during any continuous period of one year or more, exclusive of periods of golf course reconstruction, the Board of Directors need not levy a Golf Course Maintenance Assessment at a level which is greater than the amount which in the Board's sole discretion is necessary to defray the cost of maintaining the planted landscaping of the Golf Course Property abutting the Association Property in a condition substantially equal to the landscaping located in the Association Property. In addition, and notwithstanding the foregoing, the Golf Course Maintenance Assessment shall remain at Ninety Dollars (\$90.00) during each of the first two (2) Fiscal Years of the Master Association.

Section 6.10. Capital Improvement Assessments. The Board, with the vote of Delegates representing at least fifty-one percent (51%) of the voting power of the Master Association, may levy, in any fiscal year, a Capital Improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Capital

27

jlr082/18015/000/0090/mstr.dec
097/011 03-26-87

003735

7971

3 7 0 5 1 5 0 0 7 1 7

Improvement upon the Association Property, including fixtures and personal property related thereto. All Capital Improvement Assessments must be fixed for all Lots and Condominiums in the same proportion as Common Assessments are levied, and they may be collected in the manner and frequency as determined by the Board from time to time.

Section 6.11. Exempt Property. The following property subject to this Master Declaration shall be exempt from the Assessments herein:

- (a) Those portions of the Properties dedicated to and accepted by a local authority;
- (b) Any Association Property owned in fee by the Master Association; and
- (c) All Common Areas owned in fee by any Sub-Association.

Section 6.12. Remedies of the Master Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment, Golf Course Maintenance Assessment or Reconstruction Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at a rate of up to ten percent (10%) per annum, but in no event more than the then maximum rate permitted by law. The Board may require a delinquent Owner to pay a late charge in addition to the interest charged as described above to compensate the Master Association for increased bookkeeping, billing and other administrative costs. No such late charge on any delinquent installment of an assessment shall exceed the maximum amount allowable by law. If any installment of an assessment is not paid within thirty (30) days after it is due, the Master Association may bring an action at law against the Owner personally obligated to pay the same, or, with respect to Common Assessments, Capital Improvement Assessments, Golf Course Maintenance Assessments and Reconstruction Assessments, foreclose the lien against his Lot or Condominium. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Association Property or abandonment of his Lot or Condominium. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each first Mortgagee of the Owner's Lot or Condominium which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) the date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default may be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of

jl1082/18015/000/0090/mstr.dec
097/011 03-26-87

003736

7972

3 7 0 5 1 5 0 0 / 1 7

the installments of the Assessment for the then current fiscal year in the case of Common, Capital Improvement, Golf Course Maintenance or Reconstruction Assessments, and sale of the Lot or Condominium. The notice shall further inform the Owner of his right to cure after acceleration. If the delinquent installment of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the Assessment levied against such Owner and such Owner's Lot or Condominium to be immediately due and payable without further demand, and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Master Declaration.

Section 6.13. Notice of Lien. No action shall be brought to enforce any assessment lien herein unless a Notice of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot or Condominium, and a copy thereof has been Recorded by the Master Association. Such Notice of Lien must state (a) the amount of the assessment and interest, costs (including attorneys' fees) and penalties, (b) a description of the Lot or Condominium against which the assessment was made, and (c) the name of the record Owner of the Lot or Condominium. The Notice of Lien shall be signed and acknowledged by an officer of the Master Association. The lien shall continue until fully paid or otherwise satisfied.

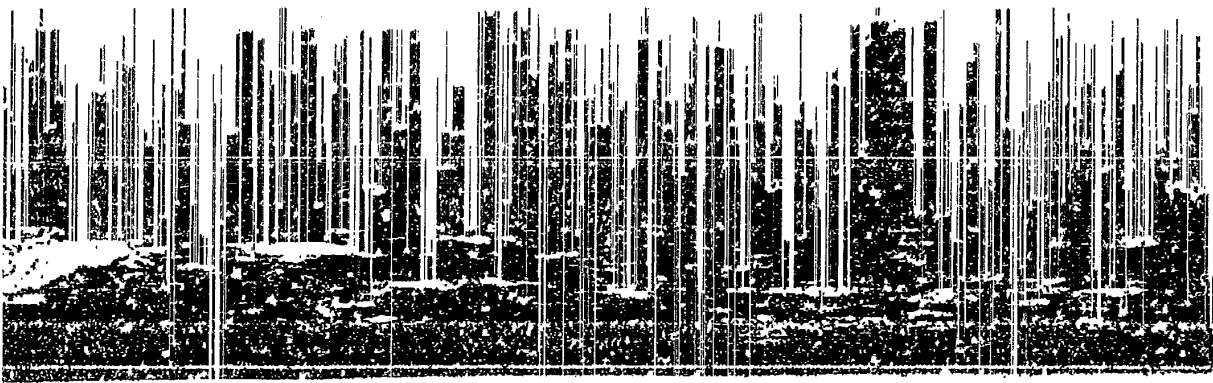
Section 6.14. Foreclosure Sale. Any such sale provided for above may be conducted by the Master Association, its agent or attorney in accordance with the provisions of Covenants No. 6, 7 and 8 of NRS 107.030 and 107.090 insofar as they are consistent with the provisions of NRS 278A 1-10, or in any other manner permitted by law. The Master Association shall have the power to bid on the Lot or Condominium at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale an action may be brought by the Master Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Lot or Condominium, and the defaulting Owner shall be required to pay the reasonable rental value of such Lot or Condominium during any period of continued occupancy by the defaulting Owner. Unless otherwise permitted by law, no sale to foreclose an assessment lien may be conducted until (1) the Master Association, its agent or attorney has first executed and Recorded a notice of default and election to sell the Lot or Condominium or its sale ("Notice of Default") to satisfy the assessment lien, and (2) the delinquent Owner or such Owner's successor in interest has failed to pay the amount of the delinquent assessment and interest, costs (including attorneys' fees) and expenses incident to its enforcement for a period of sixty (60) days. Such sixty (60) day period shall commence on the first day following the day upon which the Notice of

- 39 -

j1r082/13015/000/0096/matr.dec
097/011 03-26-87

003737

7973



37051500717

(viii) Any material amendment as defined in Section 402.02 of the FNMA Lending Guide (as amended from time to time).

Any approval by a holder, insurer or guarantor of a first Mortgage required under this Section 12.02(c), or required pursuant to any other provisions of this Master Declaration, shall be given in writing; provided that prior to any such proposed action, the Master Association or Declarant, as applicable, may give written notice of such proposed action to any or all holders, insurers and guarantors of first Mortgages, and for sixty (60) days following the receipt of such notice, such holder, insurer or guarantor of a first Mortgage shall have the power to disapprove such action by giving written notice to the Master Association or Declarant, as applicable. If no written notice of disapproval is received by the Master Association or Declarant, as applicable, within such sixty (60) day period, then the approval of such holder, insurer or guarantor shall be deemed given to the proposed action, and the Master Association or Declarant, as applicable, may proceed as if such approval was obtained with respect to the request contained in such notice.

(d) Protection of Owner of Golf Course. The prior written approval of the owner of the Golf Course Property shall be required before any amendment shall become effective which affects in any manner whatsoever the levy, collection, enforcement or use of Golf Course Maintenance Assessments or their delivery to the owner of the Golf Course Property, the easements reserved herein for the benefit of the Golf Course Property, this Paragraph or any other provision of this Master Declaration which benefits the Golf Course Property or its owner.

A certificate, signed and sworn to by two (2) officers of the Master Association that Delegates representing sixty-seven percent (67%) of the Lots and Condominiums have voted for any amendment adopted as provided above, when Recorded, shall be conclusive evidence of that fact. The certificate reflecting any termination or amendment which requires a written consent of Declarant or any of the record holders of first Mortgages shall include a certification that the requisite approval of Declarant or such holders of first Mortgages has been obtained or waived. The Master Association shall maintain in its files the record of all such

j1r062/18015/000/0090/mstr.dec
097/011 03-26-87

003738

7974

87051500717

thereof, whether or not they are an Officer, Director or employee at the time such expenses are incurred, except in such cases wherein such person is adjudged to have committed willful misfeasance or malfeasance in the performance of his duties. Notwithstanding the foregoing, in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association determines that such settlement and reimbursement is in the best interest of the Master Association.

Section 12.12. Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Master Declaration and either the Articles of Incorporation or the Bylaws of the Master Association, the terms and provisions of this Master Declaration shall prevail.

Section 12.13. VA/FHA Approval. So long as Declarant and any Participating Builders have effective control of the Master Association, the following actions will require the prior approval of VA and FHA, as applicable: (a) annexation or deannexation of property to or from the Properties; (b) dedication, conveyance of mortgage of the Association Property; (c) amendment of this Master Declaration (other than amendments to divide a Phase of Development into more than one (1) Phase of Development); and (d) mergers, consolidations or dissolutions of the Master Association.

Section 12.14. Waiver of Liability for Errant Golf Balls. By acceptance of a deed to a Lot or Condominium in the Properties, the Master Association and each Owner, for himself and on behalf of his family, guests and tenants, release Declarant, the owner of the Golf Course Property, and their respective lessees, agents, employees, directors, officers, shareholders, partners, and contractors, from all claims, demands, expenses, damages, costs, causes of action, obligations and liabilities, including, without limitation, damage to his Residence and damages for personal injury or death, which in any way arise from or relate to the impact of a golf ball which enters upon the Association Property or within any Residence from the Golf Course Property, whether or not the golf ball is struck in a negligent manner.

Section 12.15. NO RIGHT TO USE GOLF COURSE. EACH OWNER ACKNOWLEDGES THAT THE PURCHASE OF A LOT OR CONDOMINIUM BY SUCH OWNER DOES NOT CONFER UPON SUCH OWNER THE RIGHT TO USE THE GOLF COURSE OR ANY OTHER FACILITIES (COLLECTIVELY THE "FACILITIES") ON THE GOLF COURSE PROPERTY. IN ORDER TO USE THE FACILITIES, EACH OWNER WILL BE REQUIRED TO PAY SUCH FEE AND SATISFY SUCH OTHER CONDITIONS AS MAY BE IN EFFECT FROM TIME TO TIME WITH RESPECT TO THE USE OF THE FACILITIES.

- 13 -

jlr082/18015/000/0090/matt d...
097/011 03 20 07

003739

7975

8 0 3 0 1 0 0 3 1 3

EXHIBIT "2"

LEGAL DESCRIPTION OF GOLF COURSE PROPERTY

Lots 1A, 1B and 1C of Painted Desert, as shown on a Map thereof on file in Book 35 of Plats, Page 53, in the Office of the Clark County Recorder.

CLARK COUNTY NEVADA
JOAN L SWIFT RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE CO

08-08-88 08:00 CJK 7
OFFICIAL RECORDS
BOOK: 880806 INST: 00313
FEE: 11.00 RPTT: .00

-6-

003740

7976

950207.00582

WHEREAS, the Declarant no longer owns any Lots or Condominiums within the Association, having previously conveyed any ownership interest to purchasers or Participating Builders, written consent of the Declarant is not required for the Fifth Amendment (Article XII, Section 12.02(b));

WHEREAS, it is not the intent nor is it anticipated that the Sixth Amendment will affect the validity or priority of encumbrances or the rights or protections granted to holders, insurers and guarantors of first Mortgages, approval of First Mortgagees is not required for the Fifth Amendment (Article XII, Section 12.03);

NOW, THEREFORE, the Association hereby declares that the Declaration is hereby amended as follows:

SIXTH AMENDMENT TO THE
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RESERVATION OF EASEMENTS
FOR
PAINTED DESERT COMMUNITY ASSOCIATION

Article I - Section 1.08. Assessment, Golf Course Maintenance.

"Assessment, Golf Course Maintenance" shall mean a charge which the Board shall levy against each Owner and his Lot or Condominium. Such assessment shall be utilized exclusively for

003741

7977

950207.00582

maintenance of the Golf Course abutting the Properties.

Article III, Section 1.08. Easement over Golf Course Property for Benefit of Master Association.

AMI expressly reserves for the benefit of the Board of Directors of the Master Association, its agents, employees and contractors, an easement over that portion of the Golf Course Property abutting the Association Property for purposes of maintaining the planted landscaping of the Golf Course Property abutting the Association Property in a condition substantially equal to the landscaping located on the Association Property. Said easement shall only be exercisable whenever the Board of Directors of the Master Association is entitled to utilize Golf Course Maintenance Assessments for such purpose. Entitlement to utilize Golf Course Maintenance Assessments will be determined at the sole discretion of the Board of Directors of the Master Association in accordance with 1.08 as amended and 3.08 as amended.

Article VI, Section 8.08. Annual Level of Golf Course Maintenance Assessments.

Annual level of Golf Course Maintenance Assessments will be established at Ninety Dollars (\$90.00) per lot and condominium per year. The Board shall review the Assessment annually and may, with a majority vote of the Board of Directors, increase or decrease the annual Golf Course Maintenance Assessment.

003742

7978

WHEREAS, the Association desires to revoke the Sixth Amendment to the Master Declaration as set forth below:

WHEREAS, the Sixth Amendment was enacted in an attempt to negate the lack of enforcement power by the Association against the owner of the Golf Course property regarding the appropriate maintenance of the Golf Course property as it abuts homeowners pursuant to the Master Declaration;

WHEREAS, a lawsuit was initiated by the owner of the Golf Course Property against the Association over the enforcement issues addressed and adopted in the Settlement Agreement resulting from the lawsuit:

WHEREAS, the Association has reached a mutually agreeable settlement of the lawsuit with the owner of the Golf Course and, while not admitting that the Sixth Amendment's revocation of Golf Course's interests by the Association was either proper or improper, believes it is in the best interests of the Association and its members to revoke the Sixth Amendment to the Master Declaration, and adopt the Settlement Agreement in full;

WHEREAS, the resolution of this lawsuit has created a mutually beneficial relationship between the owner of the Golf Course property and the Association while eliminating actual and potential issues of conflict by defining each entity's responsibilities.

WHEREAS, it is not the intent nor is it anticipated that the revocation of the Sixth Amendment will affect the validity or priority of encumbrances or the rights or protection granted to holders, insurers and guarantors of first Mortgages, approval of First Mortgages is not required for the Seventh Amendment (Article XII, Section 12.03);

Affix R.P.T.T.: 125-34-110-001, 125-34-212-003

PREPARED BY:

Jeffrey W. Giese, Esquire
Hunton & Williams LLP
1445 Ross Avenue
Suite 3700
Dallas, Texas 75202
(214) 979-3000

RETURN TO:

Rachael Yenque, Commercial Closer
First American Title Insurance Company
420 South Orange Avenue, Suite 250
Orlando, FL 32801
407-541-3226

MAIL TAX STATEMENTS TO:

CF Painted Desert Arcis LLC
c/o Fortress Investment Group
1345 Avenue of the Americas
46th Floor, New York, New York 10105
Attention: Constantine M. Dakolias

APN(s): 125-34-110-001, 125-34-212-003, 0.00

NCS 6635341401
(Space above line for Recorder's use only)

Inst #: 20141003-0002220

Fees: \$27.00 N/C Fee: \$25.00

RPTT: \$9990.90 Ex: #

10/03/2014 12:50:20 PM

Receipt #: 2175031

Requestor:

FIRST AMERICAN TITLE NCS LA

Recorded By: MSH Pgs: 14

DEBBIE CONWAY

CLARK COUNTY RECORDER

GRANT, BARGAIN AND SALE DEED

[Site: Painted Desert Golf Club - Las Vegas, NV]

CLP WEST GOLF, LLC, a Delaware limited liability company, formerly known as CNL Income EAGL West Golf, LLC, a Delaware limited liability company, as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to **CF PAINTED DESERT ARCIS LLC**, a Delaware limited liability company, as "GRANTEE" all of its interest in that real property ("Land") located in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

003744

7980

TOGETHER WITH:

(a) all existing buildings, structures, fixtures, and other improvements located on the Land, including, to the extent present on the Land, the golf course, the club house, all cart paths, tees, greens, holding ponds, water wells, effluent systems, irrigation lines, drainage facilities, pump stations, cart barns, maintenance buildings, entrance signage, and pavilions, all roadways, walkways or paving, any tennis facilities or driving ranges, and all building systems, facilities, fixtures, machinery, equipment, and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer, and water facilities, all associated landscaping, irrigation systems, and parking facilities and all other improvements located on the Land;

(b) all of Grantor's right, title and interest in and to all easements, tenements, hereditaments, adverse possession claims, reversionary rights, and other rights appurtenant to the Land;

(c) all of Grantor's right, title, interest, and benefit, if any, in and to adjacent streets, roads, alleys, and sewers (public or private, open or closed); and

(d) all other rights, approvals, privileges, and entitlements belonging to or running with the Land (the Land and all of the foregoing are referred to herein as the "Property");

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns in fee simple forever

GRANTOR DOES HEREBY covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

GRANTOR FURTHER GRANTS, ASSIGNS AND CONVEYS UNTO GRANTEE, without representation or warranty of any kind, all of Grantor's right, title and interest, if any, in and to any and all sidewalks, alleys, strips and gores of Property adjacent thereto or used in connection therewith.

SUBJECT TO:

1. General taxes for the current fiscal tax year not yet due and payable.
2. All matters listed on Exhibit "B" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

[Remainder of Page Intentionally Blank]

Dated as of September 30, 2014.

GRANTOR:

CLP WEST GOLF, LLC, a Delaware limited liability company, formerly known as CNL Income EAGL West Golf, LLC, a Delaware limited liability company

By: _____

Name: Tracey B. Bracco
Title: Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 30th day of Sept, 2014, by Tracey B. Bracco, as Vice President of **CLP WEST GOLF, LLC**, a Delaware limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Jeannette Richardson
Notary Public

Jeannette Richardson

(Name typed, printed or stamped)



JEANNETTE RICHARDSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE075577
Expires 4/28/2015

Jeannette Richardson
EE075577
Exp. 4/28/15

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL A-I:

LOTS 1A, 1B, 1C AND TWENTY-TWO (22) OF SECOND AMENDED MAP OF PAINTED DESERT, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 41 OF PLATS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 7, 1989 AS DOCUMENT NO. 00668 IN BOOK 890207 OF OFFICIAL RECORDS, AND BY CERTIFICATE OF AMENDMENT RECORDED APRIL 18, 1991 AS DOCUMENT NO. 00658 IN BOOK 910418 OF OFFICIAL RECORDS, AND BY CERTIFICATE OF AMENDMENT RECORDED JULY 24, 1991 AS DOCUMENT NO. 01088 IN BOOK 910724 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXCEPTING FROM LOT 1C THE FOLLOWING DESCRIBED PARCELS OF LAND:

COMMENCING AT THE CENTERLINE INTERSECTION OF PAINTED SHADOWS WAY AND THE WEST LINE OF LOT 6 OF THE PAINTED DESERT PLANNED RESIDENTIAL DEVELOPMENT AS SHOWN IN BOOK 35, PAGE 53, OF PLATS, IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE NORTH 00°30'36" WEST, 150.00 FEET TO A POINT; THENCE SOUTH 67°32'33" EAST, 10.66 FEET TO A POINT; THENCE NORTH 41°39'51" EAST, 15.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41°39'51" EAST, 127.55 FEET TO A POINT; THENCE SOUTH 09°29'24" WEST, 68.75 FEET TO A POINT; THENCE SOUTH 69°29'24" WEST, 78.43 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF LOT ONE HUNDRED TWENTY-TWO (122) IN BLOCK C OF PORTRAITS AT PAINTED DESERT, PHASE I, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 42 OF PLATS, PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THE TRUE POINT OF BEGINNING: THENCE SOUTH 46°05'47" WEST A DISTANCE OF 26.50 FEET; THENCE SOUTH 48°36'54" EAST A DISTANCE OF 28.09 FEET; THENCE SOUTH 34°29'36" EAST A DISTANCE OF 29.40 FEET; THENCE NORTH 46°05'47" EAST A DISTANCE OF 29.00 FEET; THENCE NORTH 43°54'13" WEST A DISTANCE OF 57.00 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF LOT ONE HUNDRED TWENTY-THREE (123) IN BLOCK C OF PORTRAITS AT PAINTED DESERT, PHASE I, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 42 OF PLATS, PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°05'47" WEST A DISTANCE OF 29.00 FEET;

THENCE SOUTH 19°59'28" EAST A DISTANCE OF 29.45 FEET; THENCE SOUTH 40°29'57" EAST A DISTANCE OF 16.06 FEET; THENCE SOUTH 09°23'33" EAST A DISTANCE OF 14.58 FEET; THENCE NORTH 46°05'47" EAST A DISTANCE OF 38.00 FEET; THENCE NORTH 43°54'13" WEST A DISTANCE OF 57.00 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF LOT ONE HUNDRED TWENTY-FOUR (124) IN BLOCK C OF PORTRAITS AT PAINTED DESERT, PHASE I, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 42 OF PLATS, PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°05'47" WEST A DISTANCE OF 38.00 FEET; THENCE SOUTH 70°27'57" EAST A DISTANCE OF 17.86 FEET; THENCE SOUTH 53°50'38" EAST A DISTANCE OF 27.60 FEET; THENCE SOUTH 32°15'47" EAST A DISTANCE OF 61.89 FEET; THENCE NORTH 20°37'54" EAST A DISTANCE OF 41.80 FEET; THENCE NORTH 43°54'13" WEST A DISTANCE OF 85.80 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF LOT ONE HUNDRED TWENTY (120) IN BLOCK C OF PORTRAITS AT PAINTED DESERT, PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 43 OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°05'47" WEST A DISTANCE OF 14.10 FEET; THENCE SOUTH 16°30'29" EAST A DISTANCE OF 25.12 FEET; THENCE SOUTH 37°37'51" EAST A DISTANCE OF 20.51 FEET; THENCE SOUTH 55°21'50" EAST A DISTANCE OF 14.60 FEET; THENCE NORTH 46°05'47" EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 43°54'13" WEST A DISTANCE OF 57.00 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF LOT ONE HUNDRED TWENTY-ONE (121) IN BLOCK C OF PORTRAITS AT PAINTED DESERT, PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 43 OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°05'47" EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH 45°25'25" EAST A DISTANCE OF 29.05 FEET; THENCE SOUTH 39°16'09" EAST A DISTANCE OF 28.05 FEET; THENCE NORTH 46°05'47" EAST A DISTANCE OF 26.50 FEET; THENCE NORTH 43°54'13" WEST A DISTANCE OF 57.00 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF LOT ONE HUNDRED TWENTY-FIVE (125) IN BLOCK C OF PORTRAITS AT PAINTED DESERT, PHASE I, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 42 OF PLATS, PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, THE TRUE POINT OF

BEGINNING; THENCE SOUTH 20°37'54" WEST A DISTANCE OF 41.80 FEET; THENCE SOUTH 44°44'06" EAST A DISTANCE OF 80.46 FEET; THENCE NORTH 82°31'39" EAST A DISTANCE OF 35.92 FEET; THENCE NORTH 58°53'02" EAST A DISTANCE OF 36.77 FEET; THENCE NORTH 03°05'17" EAST A DISTANCE OF 155.00 FEET; THENCE NORTH 47°00'55" WEST A DISTANCE OF 45.87 FEET; THENCE SOUTH 02°16'58" WEST A DISTANCE OF 131.68 FEET; THENCE SOUTH 67°56'06" WEST A DISTANCE OF 47.42 FEET; THENCE NORTH 43°54'13" WEST A DISTANCE OF 49.88 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER (SE COR.) OF LOT ONE HUNDRED NINETEEN (119) IN BLOCK C OF PORTRAITS AT PAINTED DESERT PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 43 OF PLATS, PAGE 21, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THE TRUE POINT OF BEGINNING; THENCE NORTH 43°54'13" WEST A DISTANCE OF 49.50 FEET; THENCE SOUTH 08°04'10" EAST A DISTANCE OF 17.65 FEET; THENCE SOUTH 37°47'28" EAST A DISTANCE OF 35.39 FEET; THENCE NORTH 46°05'47" EAST A DISTANCE OF 14.10 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL A-II:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF AND APPURTENANT TO PARCEL A-1 ABOVE DESCRIBED, FOR INGRESS, EGRESS, AND UTILITY PURPOSES OVER ALL STREETS AND ROADWAYS AS SHOWN BY MAP OF PAINTED DESERT, ON FILE IN BOOK 35 OF PLATS, PAGE 53, AND BY MAP OF AMENDED MAP OF PAINTED DESERT, ON FILE IN BOOK 40 OF PLATS, PAGE 50, AND BY SECOND AMENDED MAP OF PAINTED DESERT, ON FILE IN BOOK 41 OF PLATS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH HAVE NOT BEEN DEDICATED TO AND ACCEPTED FOR PUBLIC USE AND OWNERSHIP BY THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

PARCEL B-I:

A PORTION OF THE SOUTH HALF (S 1/2) OF THE NORTH HALF (N 1/2) OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PAINTED SHADOWS WAY AND THE WEST LINE OF "LOT 6" OF THE PAINTED DESERT RESIDENTIAL DEVELOPMENT AS SHOWN IN BOOK 35, PAGE 53 OF PLATS IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE NORTH 00°30'36" WEST, 150.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69°29'24" EAST, 21.57 FEET TO A POINT; THENCE SOUTH 41°39'51" WEST 15.57 FEET TO A POINT; THENCE NORTH 67°32'33" WEST, 10.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF SAID SECTION 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PAINTED SHADOWS WAY AND THE WEST LINE OF "LOT 6" OF THE PAINTED DESERT PLANNED RESIDENTIAL DEVELOPMENT AS SHOWN IN BOOK 35, PAGE 53, OF PLATS, IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE NORTH 00°30'36" WEST, 150.00 FEET TO A POINT; THENCE SOUTH 67°32'33" EAST, 10.66 FEET TO A POINT; THENCE NORTH 41°39'51" EAST, 143.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°29'24" EAST, 51.25 FEET TO A POINT; THENCE NORTH 66°29'24" EAST, 65.00 FEET TO A POINT; THENCE SOUTH 41°39'51" WEST, 102.37 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED DECEMBER 7, 2007 AS INSTRUMENT #20071207-004128 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

PARCEL B-II:

1. TOGETHER WITH THE BENEFITS UNDER THAT CERTAIN INSTRUMENT RECORDED MARCH 27, 1987 IN BOOK 870327 OF THE OFFICIAL RECORDS AS DOCUMENT NO. 00121.
2. TOGETHER WITH THE BENEFITS UNDER THAT CERTAIN INSTRUMENT RECORDED MAY 15, 1987 IN BOOK 870515, AS DOCUMENT NO. 00717, AS AMENDED.
3. TOGETHER WITH THE BENEFITS UNDER THOSE CERTAIN INSTRUMENTS RECORDED NOVEMBER 24, 1993 IN BOOK 931124, AS DOCUMENT NOS. 01314, 01315, 01316, 01317, 01318, 01319 AND 01320.
4. TOGETHER WITH THE BENEFITS UNDER THAT CERTAIN INSTRUMENT RECORDED AUGUST 15, 2011 IN BOOK 20110815 AS INSTRUMENT NO. 00565 OF OFFICIAL RECORDS AND ALSO RECORDED MARCH 18, 2013 IN BOOK 20130318 AS INSTRUMENT NO. 01166 OF OFFICIAL RECORDS.

APN:

Exhibit "B"
Permitted Exceptions

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Reservations and provisions as contained in the Patent from the State of Nevada, recorded December 2, 1947, in Book 53 of Deeds, Page 297, as Instrument No. 272074.
3. Reservations and provisions as contained in the Patent from the State of Nevada, recorded July 13, 1953, in Book 71 of Deeds, Page 144, as Instrument No. 408845.
4. Reservations and provisions as contained in the Patent from the State of Nevada, recorded July 6, 1956, in Book 100, as Instrument No. 82875 of Official Records.
5. Reservations and provisions as contained in the Patent from the State of Nevada, recorded July 27, 1959, in Book 207, as Instrument No. 168191 Official Records, and recorded December 30, 1982 in Book 1666, as Instrument No. 1625883, Official Records.
6. An easement for public utilities and incidental purposes in the document recorded July 31, 1973 in Book 350 as Instrument No. 309384 of Official Records and as shown on the Survey.
7. An easement for public utilities and incidental purposes in the document recorded August 20, 1975 in Book 545 as Instrument No. 504298 of Official Records and as shown on the Survey.
8. Easements as shown and/or dedicated upon the final map of Painted Desert, on file in Book 41 of plats, Page 28, of Official Records and as shown on the Survey.
9. An easement for public utilities and incidental purposes in the document recorded March 9, 1987 in Book 870309 as Instrument No. 00522.
10. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded May 15, 1987 in Book 870515 as Instrument No. 00717 of Official Records.

Document(s) declaring modifications thereof recorded December 9, 1987 in Book 871209 as Instrument No. 00708 of Official Records.

Document(s) declaring modifications thereof recorded August 8, 1988 in Book 880808 as Instrument No. 00313 of Official Records.

Document(s) declaring modifications thereof recorded September 7, 1990 in Book 900907 as Instrument No. 00740 of Official Records.

Document(s) declaring modifications thereof recorded February 3, 1992 in Book 920203 as Instrument No. 00625 of Official Records.

Document(s) declaring modifications thereof recorded May 17, 1994 in Book 940517 as Instrument No. 01341 of Official Records.