

APN:

**Recording Requested by:**

City of Las Vegas  
Department of Field Operations  
2875 Ronemus  
Las Vegas, NV 89128  
Attn.: Jerry Walker

**Mail Tax Statements to:**

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**DECLARATION OF PRIVATE MAINTENANCE REQUIREMENTS**

WHEREAS, *[name of developer]*, a Nevada limited-liability company *[or as otherwise organized]* (“Owner”) is the owner of certain real property located in the City of Las Vegas (“City”), County of Clark and State of Nevada, with said property identified as *[address]*, bearing Assessor’s Parcel number *[parcel numbers]*, and legally described as provided on the attached Schedule 1 (“Property”); and

WHEREAS, the Owner has petitioned the City for approval to *[convert. construct or as appropriate]* the property into a *[residential, condominium, commercial or as appropriate description]* common interest community under the name *[project name]* (“Project”) and with the common improvements to be the responsibility of the *[association name]* (“Association”); and

WHEREAS, one condition of approval for the petition was that prior to conveyance of any units, and prior to recordation of the Covenants, Codes and Restrictions (“CC&R”), the Developer is required to record a Declaration of Private Maintenance Requirements (“DPMR”) as a covenant on all associated properties, and on behalf of all current and future property owners; and

WHEREAS, references to locations, names and other identifying features shall be in accordance with the Final Map and Civil drawings identified as City of Las Vegas drawing number *[plan number]*; and

THEREFORE, Owner does hereby declare on behalf of the Association and all current and future members thereof that the minimum infrastructure private maintenance obligation of the Property and Project to be as follows:

1. *[List all private streets, drive lanes, alleys etc]*, are the maintenance responsibility of the Association. Paved surface areas shall be cleaned no less than once every two weeks. Pavement markings shall be maintained in a clearly visible condition. Structural deterioration and damages shall be repaired in a timely manner. All associated appurtenances (e.g., gates, gate operators, islands, curb and gutter, sidewalk, lighting) shall be maintained in a safe and operable condition.

2. The Association shall be maintain ingress and egress vehicular sight visibility, at *[list SVR easements]*.

3. The sidewalk located within public ROW, and adjacent to the Property along *[list public streets]*, shall be maintained in accordance with applicable City Municipal Code requirements. Conditions deemed unsuitable for pedestrian traffic, including mobility-impaired individuals, shall be repaired upon identification. The surfaces shall be kept free of debris and the air space clear of impediments to a height of 7’.

4. The amenity zone *[define whether on common lot or within ROW and what it is]* at the perimeter of the property along *[list public street, and list separately for each street]*, shall be the sole responsibility of the Association. The components of the amenity zone (e.g., walk path, landscaping) shall be kept in a clean and functional condition. Walk path conditions deemed unsuitable for pedestrian traffic, including mobility-impaired individuals, shall be repaired upon identification, and the surfaces shall be kept free of debris and the air space clear of impediments to a height of 7’. The areas shall be kept free of trash and debris, the irrigation maintained in an operable condition, the vegetation trimmed on a periodic basis, and any dead vegetation replaced in a timely manner.

5. *List all private sewer lines and reference as to private or community sewer laterals, plus for sewer easements identify easement access, maintenance and repair obligations*

6. *List all subsurface storm drain lines and clarify easement maintenance and access obligations, plus identify property specific lines as privately owned and maintained laterals*

7. *List all surface drainage easements and clarify easement maintenance and access obligations plus identify any block walls as private*

8. *Identify all interior fire lines, fire hydrants and associated appurtenances as privately owned and maintained by the Association with testing and maintained in accordance with City of Las Vegas Municipal Code requirements*

9. *All interior and perimeter masonry walls, including gates and any other associated components, are hereby identified as privately owned and maintained by the*

***COMMUNITY. The walls shall be maintained in a structurally sound condition, and graffiti or other visual blights shall be removed upon identification.***

***10. Identify interior common landscape elements and clarify as privately owned and maintained by the Association***

***11. Identify potential utility issues as private***

***12. Identify community improvements and clarify as privately owned and maintained by the Association.***

13. The Association is responsible for complying with any planning and/or zoning conditions placed as a condition of approval for this development.

14. The contact information for the Association is hereby identified as ***[name, mailing address, point of contact, fax number, phone number, and property manager]***.

15. The Association will submit confirmation or an updating of the contact information on an annual basis.

16. In the event Association does not comply with the aforementioned requirements, the City of Las Vegas may, after providing the requisite notification, provide for the minimum level of maintenance. If the City of Las Vegas provides for maintenance, the Association hereby agrees to reimburse all applicable expenses, including but not limited to, applicable external material and contractor costs, loaded internal hourly labor and equipment rates for applicable activities, and loaded labor rates for administrative activities. In the event Association does provide reimbursement for expenses submitted in accordance with item 3, within 60 days of receipt of invoice, assessable liens shall be filed against all properties comprising the Association. The value of the lien placed against each property shall be pro rata in accordance with the invoice total divided by the number of assessable properties.