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89-11-1783 AG
WHEN RECORDED RETURN TO:

JAMES R. LEWIS, ESQ.
LEWIS PROPERTIES, INC.
P.O. BOX 9000
TUSTIN, CALIFORNIA 92681

COVENANTS, CONDITIONS AND RESTRICTIONS
LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION
LAS VEGAS, NEVADA

DECLARATION

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION
LAS VEGAS, NEVADA

WHEREAS, Lewis Properties, Inc., a California corporation (hereinafter "Declarant") is the owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada described in Exhibit "A" attached hereto and incorporated herein by this reference, and

WHEREAS, the above-described property is a portion of that certain real estate development commonly known as The Spectrum of Las Vegas (as described in Exhibit "B" attached hereto and incorporated herein by this reference) which is being developed by Declarant as an Industrial, Commercial, Office and Multi-Family Complex and Declarant desires to sell, lease and convey Lots therein subject to the covenants, conditions and restrictions set forth in this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property, and any portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are in furtherance of a general plan for the subdivision and improvement of the Property and which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and the surrounding community. All of the covenants, conditions and restrictions herein set forth shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, including individual Lots, and shall be for the benefit of each owner of any portion of the Property or individual Lots, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of such owners.

1. DEFINITIONS:

1.1 In addition to the terms defined elsewhere herein, the following terms shall have the following meanings whenever used in this Declaration:

1.1.1 Declarant: Lewis Properties, Inc., a California corporation, or its successor-in-interest as developer of the Spectrum of Las Vegas.

1.1.2 Owner: The record Owner, or Owners if more than one, of a Lot, including the Declarant.

1.1.3 Property: The real property, subject to this Declaration (as set forth in Exhibit "A") including any property which is annexed pursuant to the provisions of Section 6 hereof, (whether in whole or in part) as shown on Exhibit "B" attached hereto, together with all structures now or hereafter constructed on said real property.

1.1.4 Lot: Any and each parcel of land or Lot as described in Exhibit "A" attached hereto and made a part hereof and any and each parcel of land or Lot of subsequently annexed properties.

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1.1.5 Landscaped Areas: a) Those areas of each Lot or Parcel as originally designated by the Declarant in accordance with City-approved plans at the time a Lot is first conveyed to an Owner other than Declarant subject to adjustment by the Board on an "as built" basis; b) those areas as originally landscaped by an Owner in accordance with Association developmental approvals, and c) any special parkway landscape areas as may be designated by the Board.

1.1.6 Association: Las Vegas Spectrum Maintenance Association, a Nevada non-profit corporation.

1.1.7 Board: The Board of Directors of the Association.

1.1.8 Articles; By-Laws: The Articles of Incorporation and the By-Laws of the Association.

1.1.9 Member: Every person or entity holding membership in the Association.

1.1.10 Declaration: The Declaration, as from time-to-time amended.

1.1.11 Development Committee: Three members of the Board of Directors of the Association or a Committee appointed by Declarant as provided herein.

1.1.12 The City: The City Las Vegas, Nevada, a municipal corporation.

1.1.13 Consumer Price Index: The Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All-Urban Consumers, Los Angeles - Anaheim - Riverside (1967-100) or, in the event the publication of such index is terminated, an index comparable thereto.

2. MANAGEMENT BY THE ASSOCIATION:

2.1 Organization: The Association is a Nevada non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency the provisions of this Declaration shall prevail. The Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Articles and By-Laws as from time-to-time amended.

2.2 Membership: Each Owner shall be a member of the Association and shall be entitled to one membership for each Lot owned. Each member shall have the right, duties and obligations set forth in this Declaration, the Articles, the By-Laws, the Association Rules, and the Architectural Rules, as the same may from time-to-time be amended. The membership of each Owner in the Association shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except to the holder of a first or second priority mortgage or deed of trust or upon the transfer of title to such Lot, and then only to the transferee of title thereto. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

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2.3 Voting:

2.3.1 The Association shall have two (2) classes of voting membership:

2.3.1.1 Class A: Class A members shall be all the Owners (with the exception of Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is the Owner of a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

2.3.1.2 Class B: The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs later:

2.3.1.2.1 When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

2.3.1.2.2 Except as provided in Section 6.4, on December 31, 1999.

2.3.2 The vote for each Lot shall be cast as a unit; fractional votes shall not be allowed. If more than one person is the Owner of a Lot, and such persons are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any such person or persons jointly owning a certain Lot cast a vote representing that Lot, it will thereafter be conclusively presumed for all purposes that they were acting with the authority and consent of all other such persons. In the event more than one vote is cast for a particular Lot, such votes shall be void and shall not be counted.

2.4 Duties of the Association: The Association shall have the obligation to perform each of the following duties:

2.4.1 To maintain and otherwise manage all of the Landscaped Areas, all landscaping and plantings thereon, and other property (such as landscaped median areas and the like) that may be acquired by, or restricted by this Declaration to, the Association for such landscaping purposes. The Board of Directors shall have the power, in its sole discretion and from time to time, to make conditional or temporary delegations to some Owners of Lots of the obligations for maintenance and management of the Landscaped Areas within the boundaries of such Lots.

2.4.2 Subject to any rules and regulations of the City of Las Vegas, to provide parking and vehicular use control for The Spectrum of Las Vegas and the streets therein, and to establish and enforce reasonable Rules to govern time limits for the use of truck wells (which front on or have direct access to public streets) and the parking or maintenance of vehicles or other items therein.

2.4.3 To obtain for the benefit of all Owners any necessary utilities services, including but not limited to water, gas, electricity, sanitary sewers (including trunk lines) and draining facilities, either above or below ground as may be necessary or required to carry out the duties and responsibilities of the Association as provided for in this Declaration. The cost of obtaining and maintaining and repairing such utilities shall be charged to each Lot as the Board determines is fair and equitable, and such charge shall be subject to all the conditions and provisions of Section 3.

2.4.4 To contract for materials and services of all kinds required to carry out the duties and responsibilities of the Association, provided that any contract for services of any kind shall not be for a period longer than one (1) year unless approved by a majority of the members of the Association.

2.4.5 To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration, the General Association Rules, Rules of Signage and General Architectural Rules.

2.5 Powers and Authority of the Association: The Association shall have all of the powers of a corporation organized under the non-profit corporation laws of the State of Nevada subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association including, without limitation, the power and authority:

2.5.1 To levy assessments on the Owners and to enforce payment of such assessments, all in accordance with the provisions of Section 3.

2.5.2 To enter into or upon the Lots and Landscaped Areas for the purpose of performing the duties of the Association as provided in this Declaration, and to enforce by peaceful means the provisions of the Declaration.

2.5.3 To employ, as necessary, the services of a person, persons or a entity to manage and maintain the Landscaped Areas, and provide additional services to the Association, as shall be deemed advisable by the Board of Directors.

2.5.4 By a majority vote of the Board, and from time-to-time, to adopt, amend, enforce and repeal such reasonable rules and regulations as the Board shall determine to be necessary or proper for the carrying out of the duties and responsibilities of the Association ("the Association Rules"). The Association Rules shall govern the use of the Landscaped Areas and the areas of the Lots exterior to the buildings thereon, by any Owner, his employees, agents, invitees, licensees or lessees; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Association Rules as they may from time-to-time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if set forth in this Declaration. A copy of the initial General Association Rules are attached hereto as Exhibit "C" and are incorporated herein by this reference.

2.C Insurance:

2.6.1 The Association may obtain and maintain in force such policy or policies of insurance as the Board of Directors deems necessary or desirable in protecting the interests of the Association and its members, including, but not limited to, Directors' Errors and Omissions Liability Insurance, and comprehensive public liability insurance insuring the Association, the Declarant, the Owners, and the agents and employees of each, against any liability incident to the ownership or use of the Landscaped Areas and including, if obtainable without additional cost, a waiver of subrogation clause and a cross liability endorsement insuring each insured against liability to each other insured. The limits of such insurance shall be determined by the Board of Directors.

2.6.2 An Owner may carry such personal or property liability insurance respecting his Lot as he may deem necessary; however, any such policy shall include a waiver of subrogation clause. The Association shall not have the duty or obligation to insure any Owner's property, whether personal or real, or the uses thereof.

2.7 Maintenance Responsibility of the Association: The Association shall not be responsible for the repair or maintenance of any property, personal or real, of any Owner other than is required of the Association in the performance of its duties and responsibilities as provided in this Declaration.

2.8 Description of Landscaped Area: The Landscaped Area of each Lot shall be that area described in a separate exhibit for each Lot filed with the Board of Directors by the Declarant.

2.8.1 If the Declarant builds the first structure on a Lot and conveys said Lot to an Owner other than Declarant, then the exhibit shall be filed at the time of said conveyance. If the Declarant builds the first structure on a Lot and rents or leases said Lot and structure, then Declarant shall file the exhibit at the time of the first occupancy of the structure of said Lot. If the Declarant sells or conveys a Lot without a structure or building thereon, then the Board of Directors shall have the right and duty to approve the landscaping plan prior to the Owner of the Lot obtaining a building permit, certificate of occupancy or similar authorization to build upon or occupy said Lot.

2.8.2 The Board of Directors shall have the authority to seek judicial enforcement of the right to approve the landscaping plan, or changes thereto, for each Lot and to enforce its installation by the Declarant or an Owner within a reasonable time after the first occupancy of the first structure built upon a Lot, and the Board of Directors shall further have all the rights and duties as provided in Paragraph 3.7.1 of this Declaration. The costs of all original landscaping shall be paid by the Declarant or by the first Owner other than Declarant as provided herein.

3. MAINTENANCE ASSESSMENTS:

3.1 Creation of Lien and Personal Obligation of Assessments: The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in such a deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital repairs or improvements, such assessments to be established and collected as hereinafter provided.

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3.1.1 The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien against the property against which each such assessment is made. The Association may, if permitted by local law or custom, record a Blanket Assessment Lien against all Property subject to this Declaration to give notice of said assessments and to secure the payment thereof. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Any personal liability for delinquent assessments shall not pass to a successor in title unless expressly assumed by them, or unless such successor in title has actual or constructive notice of such delinquency, except for acquisition of title by foreclosure by an institutional lender.

3.2 Purpose of Assessment: The assessments levied by the Association shall be used exclusively to provide for the maintenance of the Landscaped Areas and the performance by the Association of its duties and responsibilities as provided in this Declaration.

3.3 Basis of Regular Assessments:

3.3.1 Within the period forty-five (45) days prior to the beginning of each calendar year, the Board shall estimate the charges required to be paid by the Association in performing its functions, as set out in the Declaration, By-Laws and Articles of Incorporation, for the coming year. This estimated amount shall be referred to as the "Association Budget", and shall include provisions for contingencies and reserves. The total estimated amount required under said Association Budget shall be declared assessed to all Owners of lots on or about December 31 of each year for the following year. The assessments shall be paid in equal monthly installments, or quarterly if so determined by the Board, commencing the first day of January in the calendar year following the assessment. If the Association Budget proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy an additional assessment and shall determine the effective date and duration of such additional assessment.

3.3.2 All funds collected hereunder, together with special assessments or charges elsewhere provided for in this Declaration, shall be controlled by the Board, and shall constitute the maintenance fund referred to herein.

3.3.3 Within the period sixty (60) days after the end of each calendar year, the Board shall prepare and distribute to all Owners, in accordance with the By-Laws of the Association, a balance sheet and an operating (income) statement for such calendar year.

3.4 Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of performing any duty or responsibility required for the Association as provided in this Declaration, or establishing reserves, provided that any such assessment in excess of \$2,000.00 (or said amount as adjusted by any change in the Consumer Price Index from the date of recordation of this Declaration) shall have the vote or written assent of those members holding sixty-six percent (66%) of the voting power of the Association.

3.5 Dual Rate of Assessment:

3.5.1 Both annual and special assessments for a) general expenses of the Association, and b) for any special parkway landscape areas (defined generally as landscaped median strips, if any, and landscaped areas, not to exceed 8 feet in width, fronting public streets) as may be designated by Declarant or the Association, shall be divided equally among all Lots in the Property which are subject to this Declaration.

3.5.2 Both annual and special assessments for maintenance and care of the Landscaped Areas (excluding any special parkway landscape areas) shall be fixed at a rate for each Lot based upon the percentage the square footage of such Landscaped Areas of a Lot is to the total square footage of Landscaped Areas of all Lots in the Property which are subject to this Declaration. If the Board shall make a conditional delegation to an Owner for the maintenance of the Landscaped Areas within a Lot pursuant to Section 2.4.1, such Owner shall not be subject to assessments under this Paragraph during the period such conditional delegation is in effect.

3.5.3 Notwithstanding the above fixed rates, in the event assessments are required to be made by the Board for the maintenance or repair of easements provided for in Section 4 of this Declaration, whether by reason of dispute or otherwise, such assessments shall be made on a proportioned basis, as determined by the Board in a fair and equitable manner, among the Owners or occupants of Lots entitled to the use of such easements.

3.6 Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all Lots on the first day following the date such Lots are made subject to this Declaration. Any assessments levied and which become payable with respect to a Lot prior to the initial sale thereof by Declarant shall be the obligation of Declarant as Owner thereof.

3.7 Effect of Nonpayment of Assessments and Remedies of the Association: Regular assessments and special assessments shall be separate, distinct and personal debts and obligations of the Owner of Owners of the Lots against which the sums are assessed. Any such assessment not paid within fifteen (15) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve (12%) percent per annum and shall be subject to late charges as determined by the Board of Directors. In the event of a default or defaults in payment of any such assessment or assessments, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation by the following:

3.7.1 A suit or suits at law to collect each such assessment may be brought in the name of the Association and the Association shall be deemed to be acting on behalf of all the Owners. Any judgment or award rendered in any such action against any Owner or Owners may include reasonable attorney's fees to be fixed by any court of competent jurisdiction, interest at the rate of twelve (12%) percent per annum, court costs and other related costs and expenses. Upon full payment of any such judgment, any officer in the Association shall, on behalf of the Association, execute and deliver to the judgment debtor or debtors an appropriate satisfaction thereof.

3.7.2 At any time after the occurrence of any default, the Association may give notice to the defaulting Owner, which notice shall state the date of the delinquency and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may record a lien against the Lot of such delinquent Owner or Owners. The provisions of NRS 278A.150 - 278A.160 (1989) or any successor statute or statutes are hereby adopted and incorporated herein for the purpose, among other things, of establishing the manner in which any charges referred to herein shall become a lien against the land of the Owner owing the same, the priority of such liens and the manner in which they are enforced. Any reference in such statute to a planned unit development shall be deemed for the purposes hereof to be a reference to the Property and any reference therein to an organization shall be deemed a reference to the Association. Such claim shall state (1) the name of the delinquent Owner or Owners, (2) a description of the Lot against which such claim or lien is made, (3) the amount claimed (which may at the Association's option include interest at the rate of twelve (12%) percent per annum, from the due date of the unpaid assessment, plus reasonable attorney's fees and other related costs and expenses) to be due and owing, (4) that the lien is asserted by the Association pursuant to the terms of this Declaration of Covenants, Conditions and Restrictions or Amendments thereto (giving the date of execution and the date, book and page references of the recording hereof in the office of the County Recorder of Clark County), and (5) that a lien is claimed against the described Lot in an amount equal to the total of the amounts set forth above. Any such lien may be executed by the management agent or any member of the Board of Directors. Such lien shall be recorded in the County Recorder's office of Clark County, Nevada. The lien may be enforced and/or foreclosed by appropriate action pursuant to the provisions of Nevada Revised Statutes Sections 278A.150-.160 (1989) and in such event, interest, costs and reasonable attorney's fees shall be allowed. Any lien created hereunder shall be subject and subordinate to and shall not affect the rights of the holder of a first or second mortgage or deed of trust recorded prior to the recording of the lien provided herein. The foreclosure of any such lien created hereunder shall not operate to affect or impair the lien of a prior recorded mortgage or deed of trust. Such lien may also be enforced in any manner permitted by law.

3.8 Curing of Default:

3.8.1 Upon the curing of any default for which a claim of lien was recorded by the Association, any member of the Board of Directors of the Association is hereby authorized to file or record, as the case may be, an appropriate release of such notice, on payment by the defaulting Owner of a fee to be determined by the Association, but not to exceed \$150.00 (or said amount as adjusted by any change in the Consumer Price Index from the date of recordation of this Declaration) to cover the costs of preparing and filing or recording such release together with the payment of such other costs, interest or fees as shall have been incurred by the Board in its effort to secure and collect such assessment.

3.8.2 In addition to the fees and costs authorized in Paragraph 3.8.1 above, if an Owner defaults in making a payment of assessments or in the performance or observance of any provision of this Declaration, and the Association has obtained the services of an attorney with respect to the defaults involved, each Owner covenants and agrees to pay to the Association any costs or fees involved, including reasonable attorney's fees, not to exceed Four Hundred Dollars (\$400.00) (or said amount as adjusted by any change in the Consumer Price Index from the date of recordation of this Declaration) notwithstanding the fact that a suit has not yet been initiated or instituted. In the event of commencement of legal proceedings in court, legal fees and costs shall be as set forth in Paragraph 3.7.1 above.

3.9 Certificate of Payment: The Association shall, within ten (10) days after written demand and upon payment of a reasonable fee not to exceed \$50.00 (or said amount as adjusted by any change in the Consumer Price Index from the date of recordation of this Declaration) furnish to any party so requesting a certificate signed by a member of the Board of Directors of the Association or the management agent stating whether assessments on a Lot have been paid, the frequency of assessment or other information which may be requested.

4. EASEMENTS AND AGREEMENTS:

4.1 Utility Easements: Each Owner agrees, by the acceptance of his deed, that his Lot is granted subject to easements for utility installations and maintenance as the same provided for in this Declaration.

4.2 Surface Waters: Each Owner agrees, by the acceptance of his deed, not to interfere with or obstruct the established drainage pattern over his Lot from or adjacent to other Lots, except that an Owner (who has obtained written Association and City approvals) may modify an established drainage pattern over his Lot as, for example, by installation of pipes or paving, provided such modification of drainage does not unreasonably burden or interfere with the use of other Lots or the drainage to or from other Lots. For the purposes of this Section, "established drainage" means the drainage that existed at the time the overall grading of the Property and the landscaping of each Lot was completed by the Declarant.

4.3 Utility Facilities: The rights and duties with respect to sanitary sewer and water, electricity, gas, and telephone lines and any other utility facilities (including fire and water detector check systems and meter assemblies) shall be governed by the following (subject to the rights of an Owner of a Lot to: a) reasonably designate non use-obstructing locations for same; and (b) to reasonably relocate such utility facilities and easements therefor within a Lot):

4.3.1 Whenever sanitary sewer connections, water connections or gas, electricity or telephone lines or other utilities are installed within the Property, which connection or any portion thereof, lie in or upon Lots owned by other than the Owner of Lots served by such connections, the Owner of any Lot served by such connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon the Lots in or upon which connections, or any portion thereof lie, to repair, replace, maintain or to increase service from such connections as and when necessary. This right shall be exercised in a reasonable manner and upon reasonable notice if for routine work, except any emergency work may be performed as required.

4.3.2 Whenever any utilities, including sanitary sewer connections, water connections, or electricity, gas or telephone lines are installed within the Property, which connections serve more than one Lot, the Owner of a Lot served by such connections shall be entitled to the full use and enjoyment of such portions of such connections as services his Lot.

4.3.3 In the event any existing sanitary sewer connections, water connections or electrical, gas, telephone lines or other utilities must be repaired, replaced, maintained, or modified, either by order of any governmental agency with the authority to so order, or because of the requirements of a business of an Owner or occupant of a Lot, such repair, replacement, maintenance, or modification shall be at the expense of the Lot served by such utilities, including cleanup and full restoration of any Lot(s) affected by such repair, replacement, maintenance, or modification.

4.3.4 If the requirements of the business of an Owner or occupant of a Lot include the additional installation of any of the utilities mentioned in this Paragraph 4.3, and such utilities or service must be installed in, on, over, under or through another Lot, then the Owner of the Lot requiring such utilities or service shall request the Board in writing for permission to install such utilities or service. The Board may require any specifications or information it deems necessary prior to making a decision to approve or deny such a request. In the event the Board approves the request, it may require such conditions it deems proper for the installation of the utilities or service and the protection of the Landscaped Area or the Lots affected thereby, including the bonding of the work.

4.3.5 In the event of a dispute between Owners with respect to the exercise of any right under this Paragraph 4.3 or with respect to the sharing of the costs involved therein, if any, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

4.3.6 If any Owner whose Lot benefits from the rights granted under this Paragraph 4.3 fails to perform any requirement or work herein, or pay any cost arising hereunder, then the Board may perform such requirement or work or pay such cost, and all such payments made for fulfilling said requirement or work or for the payment of any cost shall be paid out of the funds collected under Section 3, and the Board shall have all of the rights granted to it under this Declaration to enforce payment by such Owner of any such payment or cost or expense paid by the Board.

4.4 Utility Easements Reserved to Declarant: Easements on, over, and under the Property for the installation and maintenance of electric, telephone, water, gas, and sanitary sewer lines and any other utility facilities, and for drainage facilities, and as may be hereafter required or needed to service the Property, are hereby reserved by Declarant (subject to the rights of an Owner of a Lot to: a) reasonably designate non use-obstructing locations for same; and b) to reasonably relocate such utility facilities and easements therefor within a Lot), together with the right to grant and transfer such easements.

4.5 Provisions Relating to Common Walls: The Declarant, his successors and assigns and all future Owners of Lots listed herein, by their acceptance of their respective deeds, covenant and agree as follows:

4.5.1 That a Common Wall on property line shall remain undivided; and no Owner shall bring any action for partition or removal, it being agreed that this restriction is necessary in order to preserve the rights of the respective Owners.

4.5.2 That if portions of a Common Wall encroach upon an adjoining Lot, a valid easement for the encroachment and for the maintenance of same shall, and does exist. In the event any structure is partially or totally destroyed, and then rebuilt, the Owners of the Common Wall involved do agree that minor encroachments of parts of the Common Wall due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

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4.5.3 That those Owners having a Common Wall separating their Lots shall equally have the right to use such wall, except that each shall have the exclusive right to use the surface of said wall on his side. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. In the event that any portion of such wall, except the surface on either side, is damaged or injured from any cause, other than the act or negligence of either of the adjoining Owners, it shall be repaired or rebuilt at the joint expense of such adjoining Owners.

4.5.4 As used herein, the term "Common Wall" shall also include any wall of a building or screen wall placed on any property line which encroaches less than 0.75 feet upon or over such property line.

4.6 The Spectrum Sign Monuments: Easements for monument sign purposes are hereby reserved to the Declarant to place and maintain monument signs in the Landscaped Areas of any Lots located at the intersection of public streets identifying the business center name, the Declarant and the address of the business center. This easement shall be "in gross" to the Declarant or its assigns. Maintenance of said sign shall be the responsibility of the Association, which is hereby granted an easement for such purpose.

4.7 Rights of Access--Public Improvements and Facilities: During the time that this Declaration is in effect, the City and other public agencies, at their sole risk and expense, reserve the right to enter the Property or any part thereof at all reasonable times and with as little interference as possible for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property. Any such entry shall be made only after reasonable notice to the Declarant and the Owner and the City shall indemnify, defend and hold the Declarant and the Owner harmless from any claims, losses, costs or liabilities, including attorney's fees, pertaining to any entry, including personal injury, death and property damage. Any damage or injury to the Property resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

5. USE RESTRICTIONS: The use of the Property and each Lot therein shall be restricted in accordance with the following provisions in addition to all other covenants, conditions and restrictions herein contained:

5.1 Industrial and Business Use: Some of the Lots shall be used for industrial and business purposes. "Industrial and Business Purposes" is defined generally as those purposes allowed by the M zoning ordinances applicable to the Property, subject to use restrictions as may be contained in the Association Rules.

(a) Each Lot may be used for manufacturing, assembly, warehousing, processing, laboratory, office, commercial, retail, professional, research, development activities and any other use permitted under the Master Plan for the Property, City's M Zone Industrial Zoning provisions as may be amended from time to time, excepting therefrom those prohibited uses enumerated in Section 5.7 hereinbelow. All allowable uses of the Property shall comply with the City's requirements and/or ordinances in effect from time to time, concerning appropriate recycling measures.

5.2 Residential Use: A portion of the real estate described in Exhibit "B" is zoned R-3 multifamily and may, if and when annexed pursuant to Section 6 hereof, be used for those purposes shown by the zoning ordinance applicable to the property, subject to use restrictions as may be contained in the Association Rules or in the Supplementary Declaration for such property as provided for in Section 6 of this Declaration.

5.3 Signs: No signage or advertising material of any kind shall be displayed on any portion of the Property or on any Lot or building on any Lot except as shall be allowed by the General Signage Rules as the same are set forth in Exhibit "E" attached hereto and incorporated herein by this reference. Said rules may be amended from time to time by the Board of Directors. The Declarant shall have the right to post or authorize construction signs or signs advertising the sale or leasing of Buildings during the construction and marketing period, such period to be no longer than seven (7) years from the date the first Lot of a phase is conveyed to an Owner other than the Declarant. A sign easement is hereby reserved by Declarant or its authorized agent(s) to maintain said signs in landscaped portions of any portion of the property.

5.4 Architectural Control: No building, fence, wall or other structure shall be commenced, altered, erected, or maintained upon any Lot (except for all original improvements constructed by Declarant), nor shall any exterior addition to or change or alteration therein be made to a building thereon, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or their designated representatives. In the event the Board, or their designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. General Architectural Rules are set forth in Exhibit "E" attached hereto and incorporated herein by this reference. Said Rules may be amended from time to time by the Board of Directors.

5.5 Lawful Use: No noxious, offensive or unlawful activity shall be carried on, in or upon any Lot or any part of the Property nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lots. The Association shall have standing on behalf of all Owners to undertake any and all actions required to abate any such activity.

5.6 Animals: No insects or animals of any kind or nature (including "yard" or "security" dogs) shall be raised, bred or kept even temporarily, on or within the Property, including the interior of a building without the express written permission of the Board of Directors, which permission may be withheld for any reason.

5.7 Prohibited Operations & Uses: In addition to the use restrictions set forth hereinabove, the following operations and uses shall not be permitted on the Property or any part thereof whether or not such use might at any time be permitted by local zoning or ordinances:

- (a) Ammonia, chlorine, and bleaching powder manufacture, except that the manufacturer of by-products shall be permitted.
- (b) Animal slaughtering.
- (c) Bone, coal, and wood distillation.
- (d) Cement, lime and gypsum extraction and refinement.
- (e) Explosives manufacture and storage.
- (f) Fat rendering, except as accessory to a permitted or conditional use.
- (g) Fertilizer manufacture.
- (h) Foundries or the smelting of ferrous metals, and steel mills and boiler works.
- (i) Disposal of garbage, sewage, dead animals, and refuse incineration or reduction.
- (j) Glue manufacture.
- (k) Hydrochloric, nitric, and sulfuric acid manufacture.
- (l) Lampblack manufacture.
- (m) Oil drilling and the production of oil, gas, and hydrocarbons.
- (n) Petroleum refining and petroleum products manufacture.
- (o) Rock, sand, and gravel excavating and distributing, except as bagged commodities.
- (p) Rubber and gutta-percha manufacture.
- (q) Soap (raw) manufacture, except cold mix.
- (r) Stock yards, cattle feeding yards, hog ranches, kennels or any animal raising operation.
- (s) Junk and salvage yards and other such reclamation operations.
- (t) Tallow, grease, and lard manufacturer and refining.
- (u) Tanning, curing and storing of rawhides and skins.

- (v) Any use which, on the basis of an environmental assessment, is found by the Board of Directors to be detrimental to any Lot or to the Owners or occupants thereof by reason of order, fumes, dust, smoke, odors, dirt, refuse, water-carried waste, noise, vibration, glare, electromagnetic interference, unsightliness, other objectionable features or to involve a hazard of fire or explosion.

5.8 Other Operations and Uses:

(a) Operations and uses which are neither specifically prohibited nor specifically authorized by these restrictions may be permitted in a specific case if operational plans and specifications are submitted to, received by and approved in writing by both the Development Committee and the City Planning Department. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other Property subject to these restrictions or upon the occupants thereof. If the Association fails either to approve or disapprove such operational plans and specifications within sixty (60) days after the same have been submitted to it, it shall be conclusively presumed that the Association has disapproved said operational plans and specifications.

(b) In the event a conflict exists between the uses permitted by City code or ordinances, including the Master Plan approved for the Property, and the uses permitted pursuant to this Declaration, the use that is the most restrictive shall prevail.

(c) No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Lots unless and until the same shall have been specifically approved in writing by the Development Committee and the Board of Directors of the Association, in their sole discretion.

(d) All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All exterior refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon the Property or any part thereof without the prior written approval of the Development Committee and the Board of Directors of the Association unless expressly permitted under the Association Rules.

(e) No structures of a temporary character, trailer, camper, boat, commercial vehicle, recreation vehicle, pickup truck, mobile home, or other similar equipment shall be permitted to remain upon any Lot unless parked or maintained within an area substantially screened from public view and from the view of adjacent Lots. Further, no maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind may be performed on the above except in areas screened from public view and adjacent Lots. Nothing herein shall prevent the temporary placement of construction trailers or equipment used by Declarant or an Owner during the course of construction of Association-approved improvements on a Lot.

6. ANNEXATION OF ADDITIONAL REAL PROPERTY:

6.1 Declarant's Right to Annex: Upon Declarant's acquisition from the City, or any other party, of real property qualifying for Annexation as provided for in this Section 6, Declarant shall annex into the scheme of this Declaration and make subject to this Declaration any, such real property.

6.2 Requirements of Property to be Annexed: Any real property to be annexed into the scheme of this Declaration shall meet all the following:

6.2.1 Be a portion of that real property described in Exhibit "B" of this Declaration or be contiguous (which includes property adjacent to or across an existing street which borders the property) to that real property described in Exhibit "B" of this Declaration;

6.2.2 Be owned in fee by the Declarant or its successors in interest, or an entity of which Declarant, or an officer thereof, is a participant or member;

6.2.3 Be of the same zoning or for the same uses permitted for that real property described in Exhibit "B" of this Declaration;

6.2.4 Be annexed into the scheme of this Declaration within twelve (12) years from the date this Declaration is first recorded.

6.3 Procedure for Annexation: Any real property qualifying for annexation under Paragraph 6.2 hereof shall be annexed by the recording of a Supplementary Declaration of Covenants, Conditions and Restrictions executed by Declarant or his successors in interest. Said Supplementary Declaration shall provide, among other things:

6.3.1 A description of the property being annexed;

6.3.2 The extension of the jurisdiction of this Declaration and the Association over the annexed property;

6.3.3 A statement to the effect that each Owner, by the acceptance of his deed, agrees to and acknowledges all of the terms, conditions and provisions of the Declaration and agrees to be bound by said terms, conditions and provisions;

6.3.4 Easements and cross easements shall comply with the provisions of Section 4 of this Declaration, including but not limited to easements for utility purposes, surface waters and common walls.

6.3.5 Such additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the scheme of this Declaration.

6.4 Membership and Voting Rights for Annexed Property: The membership and voting rights of the Lot Owners of the annexed property shall be those as set forth in the Declaration. Upon annexation, the voting rights as set out in Section 2 of the Declaration shall be applicable to said annexed property, especially the Class A and Class B membership, except that the Class B membership shall be converted to Class A membership ten (10) years from the date of recording the Supplemental Declaration for the annexed property.

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6.5 Commencement of Assessment for Annexed Property: Any annexed property shall be subject to the provisions for maintenance assessments and the enforcement thereof as set out in the Declaration. The commencement of the assessment for the annexed property shall be on the first day of the month following the conveyance of the first lot to the annexed property. If an Owner other than the Declarant date such annexed property is made subject to this Declaration.

6.6 Authority of Association in Determination of Assessments for Annexed Phases: The Association shall have the sole authority to determine the amount of the assessment for the annexed property. The Association in making such determination shall be bound by the provisions of Section 5 of this Declaration.

7. GENERAL PROVISIONS:

7.1 Enforcement: The Association, an Owner (upon written refusal by the Association to enforce) or any holder of a first or second mortgage or deed of trust shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in such action shall be entitled to recover reasonable attorney's fees as are awarded by Court. Failure by the Association or by any Owner or, by any holder of a first or second mortgage or deed of trust to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.1.1 The City is deemed a third-party beneficiary of the terms and provisions of this Declaration and of the covenants therein for the purpose of protecting the interests of the community and other parties, public or private. This Declaration and the covenants, conditions and restrictions herein, shall run in favor of the City without regard to whether the City has been, remains, or is an owner of any parcel or other interest in the Property. The City shall have the right, but not the obligation, if this Declaration or such covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or such other proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Declaration and the covenants therein may be entitled. No inaction or non-enforcement of any provision of the Declaration or breach or other action relating thereto shall be deemed a waiver by the City to enforce such provision or breach or to subsequently enforce any other provision or breach of the Declaration.

7.2 No Dissolution Without Consent: The Association may not be dissolved nor cease its duties or obligations hereunder nor may this Declaration be terminated without the written consent of the following: a) all Owners of Lots; b) 80% of the holders of first and second mortgages or deeds of trust; and c) the City of Las Vegas, Nevada.

7.3 Mortgage Protection: No breach of any of the covenants, conditions, restrictions, limitations or uses herein, nor the enforcement of any lien provisions herein contained, shall defeat or render invalid the lien of any first or second mortgage or deed of trust made in good faith and for value, but all of said matters and provisions hereof shall be binding upon any Owner whose title is derived through foreclosure sale or trustee's sale.

7.4 Notice of Default: All holders of first and second mortgages or deeds of trust who shall have filed with the Association a request for default, shall be entitled to receive written notice from the Association of any default by the Trustor of any deed of trust on a Lot (the beneficial interest in which is held by said first or second mortgage holder) in the performance of such Trustor's obligations under this Declaration, which is not cured within thirty (30) days.

7.5 Consent Required to Certain Amendments: Without the prior written approval of the City of Las Vegas, Nevada and 80% of the holders of first and second mortgages or deeds of trust, the Declaration shall not be amended so as to:

7.5.1 Terminate any duty of the Association or the powers to perform the same as set forth in Section 2.5 of this Declaration.

7.5.2 Materially change the Declaration or By-Laws.

7.6 Binding Effect; Term: The covenants, conditions and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or any Owner, their respective legal representative, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years.

7.7 Nuisance: Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether relief sought is negative or affirmative action, by Declarant, the City of Las Vegas, Nevada, the Association or any Owner, or mortgagee or beneficiary under a deed of trust affecting the property.

7.8 Violation of Law: A violation of any federal, state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of the Property or any part thereof is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

7.9 Easement Reservations and Grants: Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a conveyance of a Lot.

7.10 Amendments: Except as hereinafter provided, this Declaration may be amended only by an affirmative vote of members representing at least sixty-six percent (66%) of the total voting power of the Association. Any amendment which attempts to a) alter or change the rate or method of assessments set forth in Section 3 of this Declaration; b) remove or materially limit any easement rights as granted or reserved in Section 4 of this Declaration; or c) impose any new and material obligations on the Owners shall require the affirmative vote of members representing at least ninety (90%) percent of the total voting power of the Association. Any amendments of this Declaration shall be recorded in the County Recorder's office of Clark County within five (5) days of the date of the amendment, duly executed and acknowledged by at least two (2) members of the Board.

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7.11 Notices: Any notice permitted or required by the Declaration or the By-Laws of the Association may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 72 hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each member at the current address given by such member to the Secretary of the Board or addressed to the Lot of such member if no address has been given to the Secretary. Each Owner shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address or change in ownership of a Lot or any portion thereof.

7.12 Cumulative Remedies: Each remedy provided by this Declaration is cumulative and not exclusive.

7.13 Partial Invalidity: The validity or partial invalidity of any provision of this Declaration shall not affect the validity or enforceability of any other provision.

7.14 Number; Gender: The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine, or neuter, as the context requires.

7.15 Construction; Choice of Law: The Declaration shall be applied, construed and enforced in accordance with the laws of the State of Nevada.

7.16 Obligation to Refrain From Discrimination: The Developer covenants and agrees by and for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

8. DEVELOPMENT STANDARDS

8.1 Development Review and Approval: No Improvement shall be commenced, erected, placed, altered, modified, maintained or permitted to remain on any land subject to these restrictions until plans and specifications showing plot layout and all exterior elevations, including materials and colors and architectural design, signage and landscaping shall have been submitted to, received by and approved in writing by the Development Committee (hereinafter referred to in this Section as the "Committee"). Such plans and specifications shall be submitted as follows:

(a) Development Plans and Specifications shall be submitted for each stage of, or for the total Improvement, as the case may be; and

(b) Construction Drawings and Final Plans and Specifications shall be submitted for each stage, or for the total Improvement, as the case may be.

(c) A lot line adjustment or the resubdivision pursuant to a recorded subdivision tract and/or parcel map or lot-line adjustment of any Lot or Lots originally subdivided by Declarant shall be deemed an "Improvement" requiring the prior written approval of the Committee as provided herein.

(d) Each Submittal, in order to receive proper and timely consideration shall contain all the information listed in the Development Standards and Guidelines as well as any other documents or information the Committee may reasonably request.

(e) Unless otherwise specified by the Committee, all Plans and Specifications to be submitted to the Committee shall be prepared by an Architect, or where appropriate by a Landscape Architect and/or Civil Engineer, each licensed to practice in the State of Nevada, and shall be submitted in writing over the signature of the Owner or his authorized agent.

(f) Approval by the Committee shall not be unreasonably withheld and will be based, among other things, on adequacy of site dimensions, conformity, harmony and aesthetic compatibility of external design with neighboring sites, and proper facing of main elevation with respect to nearby streets.

(g) If the Committee fails either to approve or to disapprove such plans and specifications within forty-five (45) days after the same have been submitted to and received by the Committee it shall be conclusively presumed that the Committee has approved said plans and specifications.

Upon receipt of approval from the Committee pursuant to this section, the Owner to whom the same is given shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction and alterations. Such work shall be substantially completed within twelve (12) months from the date of such approval as provided in 8.7 hereof. The Committee may, upon a showing of good cause by an Owner, grant either a waiver of this requirement or specify an alternative time limit for completion of such work.

8.2 Nonliability for Approval of Plans: Neither the Committee nor its successors or assigns shall be liable for damages to anyone submitting plans and specifications to them for approval or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every party who submits plans and specification to the Committee for approval agrees, by submission of the same, and every Owner of any portion of the Property agrees, by acquiring title thereto or interest therein, that they will not bring any action or suit against the Declarant, the Committee or the Association to recover any such damages.

8.3 Appointment of Committee: The Declarant shall initially appoint the Committee, consisting of not less than three (3) Members, who shall remain in office for a period of five (5) years from the last of the following to occur: (i) the date of recording of this Declaration, or (ii) the date of recording of a Supplemental Declaration hereto. Declarant's obligations hereunder may terminate at Declarant's election, upon giving written notice thereof to the Board. It shall be the duty and obligation of the Board of Directors, upon the expiration of Declarant's Committee obligations as provided hereinabove or upon receiving written notice from Declarant of its election to terminate its Committee obligations, to appoint new members to the Committee, said Committee to be composed of three (3) or more representatives who need not be Members of the Association. In the event of the death or resignation of any member of the Committee prior to the time when the Board of Directors of the Association is vested with the authority to appoint members to the Committee, the Declarant shall have the right to appoint the successor to such member.

8.4 Appeal: In the event the plans and specifications submitted to the Committee for architectural and/or landscaping approval are disapproved, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the Committee. The Board shall submit such request to the Committee for review, whose written recommendations will be submitted to the Board. Within thirty (30) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said thirty (30) day period shall be deemed to have upheld the Committee's decision.

8.5 Plan Review Fee: The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Section 8, payable at the time such plans and specifications are so submitted. The amount of such fee shall not exceed the cost of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

8.6 Waiver: The approval of the Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of said Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, drawings, specifications or other matters subsequently submitted for approval.

8.7 Development Control: If any Improvement shall be altered, erected, placed or maintained upon any Lot (excluding any construction and improvements by Declarant) which is not in accordance with plans and specifications approved by the Committee pursuant to this Section 8, and not in conformance with Development Standards adopted by the Board of Directors from time to time, such alteration, erection or maintenance shall be deemed to have been undertaken in violation of this Section 8 and without the approval required therein. Any approved work of construction or alteration shall be performed in accordance with the City's requirements and/or ordinances in effect from time to time and shall be prosecuted diligently to completion in accordance with the plans so approved, and, subject to any waivers or alternative time limits approved by the Committee, be completed within twelve (12) months after the date of such approval or such earlier time as set forth in such approval. Failure to so complete such work shall cause such approval to be automatically withdrawn unless the Committee extends such approval in writing, for a period not to

exceed six (6) months. After such automatic withdrawal of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any Lot for a period longer than thirty (30) days. Provided, however, that any prevention, delay or stoppage in the alteration, erection or maintenance undertaken due to acts of God, war, inability to obtain labor or materials or reasonable substitutes therefor, or governmental regulations or controls unless said regulations or controls were initially required to procure the permit to construct the Improvements, shall extend the provisions of this section with respect to time for a period equal to any such delay, prevention, or stoppage, not to exceed in the aggregate, a period of six (6) months.

8.8 General Provisions: The members of such Committee shall not be entitled to any compensation for services performed pursuant to this Declaration, however, any architect employed by the Declarant and/or the Committee shall be entitled to a fee. The power and duties of such Committee shall cease on and after forty (40) years from the date of the recording of this Declaration. Thereafter the powers and duties of such Committee shall automatically be extended for successive periods of ten (10) years, unless terminated by a majority vote of the then Owners of the Lots.

8.9 Development Standards: The Board may promulgate and distribute to Members, from time to time, Development Standards and Guidelines with regard to new Improvements on any Lot, including but not limited to landscaping, buildings, fences, signs, walls or other structures or items relating thereto ("Development Standards"). So long as the Declarant owns any portion of the Property subject to this Declaration no modification, amendment or repeal of the Development Standards shall be effective without the prior written approval of the Declarant. The Development Standards shall have the same enforceability as the terms and conditions set forth in this Declaration.

8.9.1 Development Standards and Guidelines:

8.9.2 Streetscape; Landscape: The basic streetscape theme of the Spectrum will vary with treatment on major streets of Stewart, Pecos, Mojave and Charleston and secondary streets of Builders, Sunrise and Spectrum. The Declarant will be responsible for developing a theme consisting of vertical, upright evergreen or deciduous trees planted in a grouping design. Street trees may be blended with onsite trees planted on low random earth berms.

8.9.3 Onsite Landscape: Design and plant selection by a licensed landscape architect to be submitted to the Development Committee and the City of Las Vegas for review and approval.

8.9.4 Utilities: Water mains, sewers, electric power and telecommunication facilities are required to be placed underground in the street or public right-of-way to each parcel and in public easements subject to the approval of the City and the utility purveyor.

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8.9.5 Minimum Setback Requirements - M-Zone: All setbacks shall be taken from the property line.

Front Yard:

Buildings - up to 12,000 SF	10 ft;	parking 5 ft
Buildings - 12,000 to 25,000 SF	15 ft;	parking 5 ft
Buildings - 25,001 to SF and over	20 ft;	parking 5 ft

Side Yard

Adjacent to a street building	20 ft;	parking 5 ft
One side yard only building	45 ft;	parking none

Rear Yard

None; parking areas to be screened to contiguous rear property line.

The required setback areas are only to be used for landscaping, walkways, driveways, approved onsite signs and underground utility vaults. The Development Committee will approve all plans prior to submission to the City. No outdoor storage, manufacturing, assembly or maintenance activities are permitted in required setback areas.

8.9.6. Building Height: Unless otherwise approved by the Board of Directors, the maximum building height is forty-five (45) feet, however the Committee may allow exceptions in unusual conditions for such items as cooling towers, storage facility or other detached structures. These structures, if permitted, shall be painted to blend in with the primary building.

8.9.7 Parking Requirements and Loading Areas:

On-Site Parking - M-Zone: (Primary Use)

Office:	one space per 300 SF
Manufacturing:	one space per 750 SF
Warehousing:	one space per 1000 SF

Parking stall widths, depths and driving aisle widths shall conform with the City of Las Vegas Zoning Code.

Loading Areas: Generally, loading areas and doors are to be located on side and rear of buildings to minimize open doors. Certain small single tenant buildings may, subject to Committee approval, contain front truck doors and wells.

Screen walls and landscape treatment shall be required with loading areas and doors fronting on or near the proximity of a public street. All designs for loading facilities will require approval of Development Committee.

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8.9.8 Trash Area and Outside Storage: All trash areas shall be screened with three sides of concrete, masonry or architectural steel complete with metal doors. Trash areas to be finished matching the architectural character of the individual building and the Project.

Unless otherwise approved, all storage in outside areas must be below a six (6) foot concrete, masonry or view obscuring fence. No installation of any ancillary facility or "lean-to" outside the building is permitted without prior review and approval of the Development Committee.

8.9.9 Architectural Treatment: The design of all buildings, either multitenant buildings, small or large industrial buildings, will be architecturally linked together. Building material shall be concrete, masonry or other approved materials with all exterior surfaces painted within a compatible color design approved by the Development Committee.

8.10 Inspection by Committee: The Committee or its authorized representatives may, from time to time, at any reasonable hour, enter upon and inspect any Lot or any portion thereof or the improvements thereon to ascertain compliance with these restrictions, but without obligation to do so or liability therefor.

9.0 COMMERCIAL, OFFICE AND MULTI-FAMILY USES:

9.1 Upon the annexation of any portion of the Property, for which the primary use thereof is commercial, office and/or multi-family residential, Declarant shall have the power to define any specific powers or duties of the Association with respect to such Property and to provide any such additional, supplemental or alternative General Rules, Signage Requirements, Architectural Rules and Landscape Area maintenance requirements as such use(s) may require.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 2ND day of July, 1990.

LEWIS PROPERTIES, INC.
A California Corporation

By Richard L. Lewis
Richard L. Lewis
Its: Chairman & Chief Executive Officer

By James R. Lewis
James R. Lewis
Its: Secretary

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The undersigned, City of Las Vegas, consents to the foregoing Declaration and acknowledges that the Declaration and the covenants and conditions therein run to and are made in favor of the undersigned as a third-party beneficiary with all rights of enforcement thereof but without any affirmative obligations with respect thereto.

DATED: July 18, 1990

CITY OF LAS VEGAS

By: *Ronald W. Hill*

Its: Acting City Manager

ATTEST:

Reuben L. Westbrook
Title: Sr. Administrative Secretary

Approved
VS
7-17-90

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LENDERS CONSENT TO COVENANTS, CONDITIONS AND RESTRICTIONS:

The undersigned, being the Beneficiary under the deeds of trust encumbering the property described in Exhibit "A" hereof, consents to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions and agrees to be bound by, and subject to, the provisions thereof.

Dated: July 10, 1990

WELLS FARGO BANK, N.A.

By:

Tim L. Campbell
TIM L CAMPBELL

Its:

Vice President

State of California

County of

Orange

SS.

CORPORATION ACKNOWLEDGEMENT

On this

10th

day of

July

in the year

1990

before me

and for the said State, residing therein, duly commissioned and sworn, personally appeared

Tim L. Campbell and [Signature]
personally known to me (proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and [Signature]

on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in and for said County and State, the day and year first above written.



[Signature]
NOTARY PUBLIC IN AND FOR SAID STATE OF CALIFORNIA

My Commission Expires

1-13-92

0007310015

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On July 2, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard L. Lewis personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Chairman & CEO, and James R. Lewis personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Betty R. Slipp
SIGNATURE



BETTY R. SLIPP
NAME (Type or Printed)

[Notary Provision for City]

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 18th day of July, 1990, personally appeared before me, a Notary Public, Robert L. Wicklund and Robert L. Wicklund, respectively, both personally known to me to be the persons whose names are subscribed to the above instrument and who both acknowledged that they executed the instrument.

Kathleen M. Tighe
NOTARY PUBLIC, in and for said County and State



3 0 0 7 LEGAL DESCRIPTION

PARCEL A: (The Spectrum of Las Vegas - Phase 1)

That portion of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, and being a portion of that certain Commercial Subdivision entitled "THE LAS VEGAS SPECTRUM", in File 43, Page 10 and recorded June 30, 1989 in Book 890630 as Document No. C0835, more particularly described as follows:

COMMENCING at the Southeast Corner (SE Cor) of said Southeast Quarter (SE 1/4); thence North 89°48'08" West, along the South line thereof, 893.37 feet; thence North 00°11'52" East, 594.50 feet to the TRUE POINT OF BEGINNING; said point being a point on the Westerly line of Pecos Drive (100.00 feet wide) as shown on the boundary survey on file in File 45 of Surveys, Page 19 of Clark County, Nevada Records, said Westerly line being the arc of a circle concave Southeasterly and having a radius of 1400.00 feet; thence radial to said Westerly line, North 74°07'05" West, 83.07 feet; thence South 89°46'30" West, 55.32 feet; thence North 00°13'30" West, 34.75 feet; thence South 89°46'30" West, 205.00 feet; thence North 00°13'30" West, 51.13 feet to a point on a curve concave Northwesterly and having a radius of 70.00 feet, a radial line to said point bears South 08°26'17" East; thence Northeasterly along said curve, through a central angle of 108°18'44", an arc distance of 132.35 feet to a point of reverse curvature with a curve concave Easterly and having a radius of 25.00 feet, a radial line to said point bears North 63°14'59" East; thence Northerly along said curve, through a central angle of 26°31'11", an arc distance of 11.57 feet to a point of tangency; thence North 00°13'30" West, 530.91 feet to a point of tangency with a curve concave Southeasterly and having a radius of 25.00 feet; thence Northeasterly along said curve through a central angle of 90°00'00", an arc distance of 33.27 feet to a point of tangency; thence North 89°46'30" East, 467.50 feet to a point of tangency with a curve concave Southwesterly and having a radius of 170.00 feet; thence Southeasterly along said curve, through a central angle of 42°59'55", an arc distance of 127.58 feet to a point of tangency; thence South 47°13'35" East, 69.25 feet to a point of tangency with a curve concave Westerly and having a radius of 45.00 feet; thence Southerly along said curve, through a central angle of 90°00'00", an arc distance of 70.69 feet to a point of tangency with said Westerly line of Pecos Drive; thence along said Westerly line, South 42°46'25" West, 73.40 feet to a point of tangency with a curve concave Southeasterly and having a radius of 1400.00 feet; thence continuing along said Westerly line, Southwesterly along said curve, through a central angle of 26°53'30", an arc distance of 657.08 feet to TRUE POINT OF BEGINNING, a radial line to said point bears North 74°07'05" West.

EXHIBIT "A"

LEGAL DESCRIPTION:
9 0 0 7 3 1 0 0 1 5 -

PARCEL B: (The Spectrum of Las Vegas - Phase II)

That portion of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Lot 1, Block 1 of the LAS VEGAS SPECTRUM as shown by map thereof on file in Book 43 of Plats, Page 10 of Clark County, Nevada Records, described as follows:

COMMENCING at the Southeast Corner (SE Cor.) of said Southeast Quarter (SE 1/4): thence North $89^{\circ}48'08''$ West, along the South line of said Southeast Quarter (SE 1/4), a distance of 1494.63 feet; thence North $00^{\circ}11'52''$ East a distance of 1426.63 feet to the TRUE POINT OF BEGINNING on the Southerly boundary of Lot 1, Block 1 of said LAS VEGAS SPECTRUM; thence along said Southerly boundary, also being the Northerly Right-of-Way line of Sunrise Avenue (60 feet wide), South $89^{\circ}46'30''$ West a distance of 475.00 feet; thence North $00^{\circ}13'30''$ West a distance of 340.00 feet; thence North $89^{\circ}46'30''$ East a distance of 475.00 feet; thence South $00^{\circ}13'30''$ East a distance of 340.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 3.708 acres, more or less.

BASIS OF BEARINGS

North $89^{\circ}48'08''$ West, being the South line of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, as shown by that certain RECORD OF SURVEY on file in File 45 of Surveys, Page 79 of Clark County, Nevada Records.

EXHIBIT "A"

EXHIBIT "B"

PROJECT LEGAL DESCRIPTION

From information and exhibit E copies only

PARCEL A:

Lot One (1) in Block One (1), Lot One (1) in Block Two (2) and Lot One (1) in Block Three (3) of that certain Commercial Subdivision entitled "LAS VEGAS SPECTRUM", Book 43, Page 10 and recorded June 20, 1982 in Book 89033 as Document No. 00045, of Official Records, in the County of Clark, State of Nevada.

PARCEL B:

A portion of land situated in the Southeast Quarter (SE 1/4) of Section 36, Township 36 North, Range 51 East, of the Mount Diablo Meridian, County of Clark, State of Nevada, described as being Parcel 2 and Parcel 3 and lying on the boundary curves on file, in File 46 of curves, Page 14 of the Clark County, Nevada. Together with that vacated portion of Sunrise Avenue 164 feet in width as described by that certain Order of Vacating recorded April 24, 1989, in Book 890426, as Instrument No. 00071 of Clark County Records, being more particularly described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter (SE 1/4) of said Section 36; thence along the South line of said Southeast Quarter (SE 1/4), North 89°48'08" West, a distance of 51.55 feet; thence North 00°11'52" East, a distance of 50.0 feet to the TRUE POINT OF BEGINNING on the South line of said Parcel 2; thence along the South line of said Parcel 2, North 89°48'08" West, a distance of 768.89 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 25.00 feet; thence North Westerly along said curve through a central angle of 89°58'39" an arc distance of 39.26 feet to the Westerly boundary of said Parcel 2; thence along the Westerly boundary of said Parcel 2, said vacated portion of Sunrise Avenue and said Parcel 3 the following four (4) courses: 1) thence tangent to said curve North 00°10'31" East, a distance of 140.53 feet to the beginning of a tangent curve concave Easterly and having a radius of 1300.00 feet; 2) thence Northerly along said curve through a central angle of 42°35'54", an arc distance of 966.53 feet; 3) thence tangent to said curve, North 42°46'25" East, a distance of 200.10 feet to the beginning of a tangent curve concave Westerly and having a radius of 1400.00 feet; 4) thence Northerly along said curve through a central angle of 21°40'38", an arc distance of 529.68 feet to a point of cusp with a non-tangent curve concave Northeasterly and having a radius of 51.50 feet, being the Northerly corner of said Parcel 3; thence along the Easterly boundary of said Parcel 3, said vacated portion of Sunrise Avenue and said Parcel 2 the following eight (8) courses: 1) thence from a tangent which bears South 07°50'16" West, Southeasterly along said curve through a central angle of 71°50'18" an arc distance of 64.57 feet to the beginning of a reverse curve concave Southwesterly and having a radius of 24.00 feet; 2) thence from a tangent which bears South 63°52'02" East, Southeasterly along said reverse curve through a central angle of 62°48'33", an arc distance of 26.31 feet; 3) thence tangent to said curve, South 01°03'29" East, a distance of 238.72 feet to the beginning of a tangent curve concave Westerly and having a radius of 115.00 feet; 4) thence Southerly along said curve through a central angle of 17°44'26" an arc distance of 35.61 feet; 5) thence tangent to said curve, South 16°40'57" West, a distance of 10.53 feet to the beginning of a tangent curve concave Easterly and having a radius of 175.00 feet; 6) thence Southerly along said curve through a central angle of 17°44'26", an arc distance of 54.19 feet; 7) thence tangent to said curve, South 01°03'29" East, a distance of 1208.81 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 20.00 feet; 8) thence Southwesterly along said curve through a central angle of 91°15'21", an arc distance of 31.65 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION

GENERAL ASSOCIATION RULES

1. No oil, gas or other petroleum compounds or chemicals, glues, resins or similar items shall be dumped or drained or allowed to access drainage swales or flow onto asphalt surfaces within the Park.

2. No member or their agents shall interfere with the set operation of the time clocks used for landscape maintenance. All requests for increased/decreased watering or special landscape maintenance shall be directed to the Board of Directors or the Management Agent.

3. Parking stalls located outside fenced side yards shall be used solely for temporary parking purposes and shall not be used for the storage, repair or maintenance of any items, including, but not limited to, vehicles, trailers or recreational vehicles, business machinery or personal or business materials. Storage shall be defined as remaining on the premises for forty-eight (48) continuous hours.

4. Except when removed for immediate temporary use, or for use within a building, all trash bins shall remain within trash enclosures at all times. Enclosure doors shall remain closed when not in active use. No uncontainerized liquids shall be poured or placed into a trash bin. Each member shall have the responsibility to request of the disposal company special service calls if the trash bins are used excessively. Refuse service is the sole responsibility of each Owner.

5. Each member shall adhere to the details of the rules of signage and sign criteria adopted by the Board of Directors. Such rules and criteria shall be provided each member by mail to the addresses maintained by the Association in the event of a change or amendment thereto.

6. All gates to fenced side yards shall be kept closed unless actively in use.

7. Storage of articles outside a building is not allowed unless within an area approved by the Association which is fenced (not to exceed 6 feet in height unless otherwise agreed to by the Association) and adequately screened. Any such storage shall not exceed the height of the fenced enclosure.

8. Window tinting is not permitted to the extent the window will become "mirror reflective," nor in any event shall tinting or sun blockage be accomplished by foil, paper or material other than "smoke" glass or a transparent glass covering.

9. Security or safety bars shall be installed only on the interior of a window or other building opening, and shall be a material designated by the Board of Directors for uniform use throughout the Park.

10. Truck wells which front on or have direct access to public streets shall be used solely for temporary and immediate loading and unloading purposes. Parking or storage of items within such truck well areas is strictly prohibited. Truck well doors shall remain closed when not in active use. No use of truck

EXHIBIT "C"

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wells shall be allowed which causes vehicles waiting use thereof to park or wait excessively on a public street. Truck wells shall be kept neat and free of debris at all times.

11. Regulation of Uses and Operations: No use shall be established, maintained or conducted in the Park which may cause any of the following:

- (a) Dissemination of smoke, gas, dust, odor, or any other atmospheric pollutant outside of the building in which the use is conducted, or, with respect to a use conducted in a fenced side yard, any such dissemination whatsoever.
- (b) Noise perceptible beyond the boundaries of the immediate site of use, including, but not limited to, public address systems or phone buzzers, stamping presses and metal cutting.
- (c) Dissemination of glare or vibration beyond the immediate site of use.
- (d) Traffic hazards or congestion on any street within the Park.
- (e) Physical hazard by reason of fire, explosion, radioactive, or any similar cause to property within the Park.

12. [Reserved for Special Provisions and Rules for Apartments to be adopted later by the Board of Directors.]

13. All members may report to the Association the availability of or the need for additional parking spaces. The Association may establish a procedure for the "brokerage" of parking stalls to meet the requirements of selected uses within the Park. Any fee arrangements, indemnity agreements and insurance requirements for mutual parking agreements will be the obligation of each participating member. The Association shall only act as an information source and shall not have powers to unilaterally reassign parking within the property.

14. Violation of these rules, rules of signage, architectural rules or provisions of the Declaration of covenants, Conditions and Restrictions for the Park shall be remedied and enforced as follows:

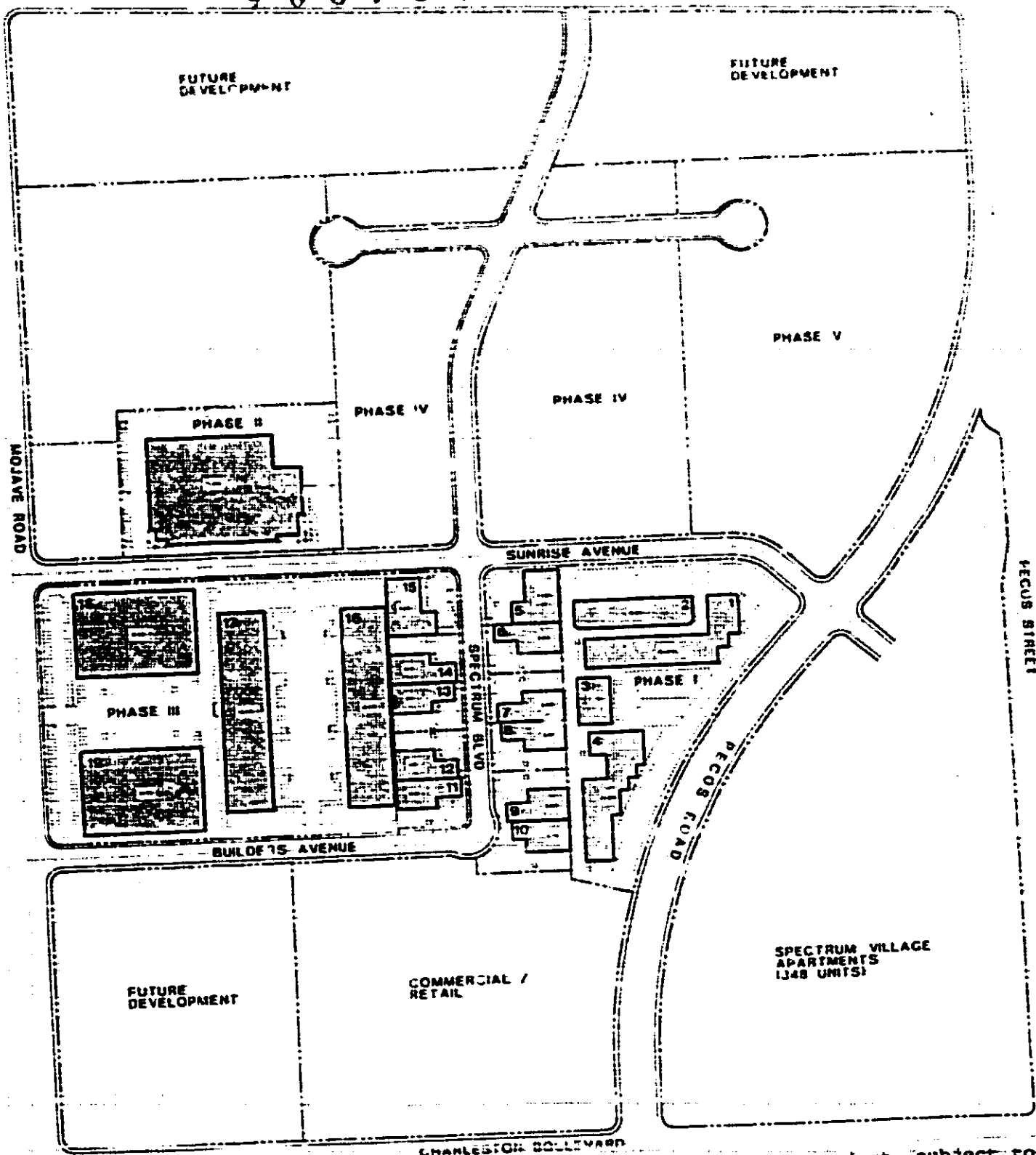
- (a) First Violation: Written notice to owner with direction to correct violation within fifteen (15) days;
- (b) Second Violation: After fifteen (15) days or for repeat violation, a two hundred dollar (\$200) fine shall be assessed, collectable by special assessment;
- (c) Third Violation: Violation remaining after thirty (30) days after initial notice, or for a third violation, is subject to immediate legal or other action as may be authorized by the Board of Directors, with all costs, attorney fees and expenses chargeable to owner by special assessment.

EXHIBIT "C"

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15. All requests for variance or exception from the Association Rules shall be made, in writing, to the Board of Directors or the Management Agent. These rules may be amended, modified or supplemented from time to time and will be binding upon each member after notice is mailed to each member at the address maintained for each by the Association.

EXHIBIT "C"

700 / STREET 200 1 3 .



(Building layouts are only illustrative of intended development of project, subject to change)
EXHIBIT "D"

	<p>THE SPECTRUM OF LAS VEGAS</p> <p>LEWIS PROPERTIES INC. TUSTIN, CALIFORNIA 714/730-9000</p>	
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LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION

RULES OF SIGNAGE AND SIGN CRITERIA

Pursuant to the protective covenants and restrictions applicable to The Spectrum of Las Vegas the following rules for signage have been established by the Board of Directors of the governing Association. These rules are designed to minimize detractive effects upon building and landscaping appearance and to assure an attractive business complex for the benefit of all owners.

Adherence to these rules is the responsibility of each owner of property within The Spectrum. Conformance will be strictly enforced, and any installed non-conforming or unapproved signage will be removed or brought into compliance at the expense of the violating owner.

A. General Requirements for All Signage:

- (1) All signage shall conform to any applicable city and county ordinances; and
- (2) All signage must be approved by the Association prior to installation.

B. Specific Signage Rules:

- (1) All building-mounted trade or business signs shall be constructed of materials and installed in the location as designated by the Master Signage Contract in effect for the Association. Unless otherwise agreed to by the Board, all signage shall be performed solely by the signage agent under contract with the Association.
- (2) Signage is restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the primary product sold.
- (3) No sign, or any other device, shall be placed, constructed or erected within the Park so as to blink, rotate, gyrate or move in any fashion.
- (4) No flags (other than an American Flag not exceeding 35 square feet in surface area), banners, balloons, placards or other promotional material or advertising signage shall be placed or maintained within or above the Spectrum unless special consent is granted by the Board.
- (5) No sign, banners or other material (excepting traditional security tapes, modest "no solicitation" signs or messenger pick-up placards) shall be placed in or upon the building windows or maintained so as to be visible through the windows, except as provided for in these Rules.
- (6) Other than for Declarant's marketing activities, "For Sale" or "For Lease" signs shall not exceed twelve (12) square feet in surface area and six (6') in height and shall be removed immediately upon the sale or lease of a building. Only one (1) sign shall be permitted per Lot. Placement or maintenance of signs on buildings is prohibited.

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- (7) Construction signs denoting contractors, lenders or other related parties may be placed or authorized by the developer (Declarant) of the Spectrum at any time. Such temporary signage shall be removed at the time all buildings are occupied. The developer may maintain a modest construction sign for a period not to exceed eighteen (18) months after the last sale or lease within The Spectrum.
- (8) All signage shall be maintained in a neat and attractive appearance. Upon removal of a business sign the mounting area shall be immediately repaired, holes plugged and area repainted. The Association shall have the express power to perform such repair, chargeable to the owner, if necessary.

Any question, petitions for waiver or general correspondence may be sent to the Association Management Agent.

EXHIBIT "E"

LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION
GENERAL ARCHITECTURAL RULES

1. No building, fence, wall, lean-to's, compressors, underground tanks or any other improvement or structure shall be commenced, erected, altered or maintained within The Spectrum or upon any Lot (except for all original improvements constructed by Declarant), nor shall any exterior addition to or change or alteration therein be made to a building thereon, unless and until the plans and specifications having the nature, kind, shape, color, height, depth, materials and location of the same shall have been submitted to and approved in writing by the Board of Directors as to harmony of design, color, materials and location in relation to the surrounding structures and topography in The Spectrum in the event the Board of Directors or its designated representative, fails to approve or disapprove such design or improvement request within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been complied with.
2. The Board of Directors shall have the discretion to approve or deny any request for alteration, modification, deletion, construction or any other changes of improvements as originally constructed within The Spectrum by the Declarant, or if a Lot is sold unimproved then the original construction upon said Lot must be approved by the Board of Directors. Approval by the Board shall not be unreasonably withheld and shall be based, among other things, on adequacy of site dimensions, conformity, harmony and aesthetic compatibility of external design with neighboring sites, and proper facing of main elevations with respect to nearby streets. It is understood and agreed by all purchasers of property within The Spectrum that Owners possess no right or privilege to effect any exterior changes to improvements thereon, including, but not limited to, signage, colors of buildings, design, parking areas, landscape areas and all exterior areas of a building or the Lot.
3. All exterior improvements of a building shall be kept in good and neat repair, including, but not limited to, roof screens, entrance doors, glass and windows, security and side yard fences and building paint (which re-painting the Board may require to be performed not more than once each five (5) years).
4. In the event that any of the improvements now or hereafter constructed on the Property, or any portion thereof, are damaged or destroyed by fire, earthquake, flood, rain, winds or any other cause, then the Owner thereof shall within three (3) months from the date of such casualty promptly remove the damaged improvements and landscape the Lot in a sightly manner if the improvements are not to be repaired or replaced, or commence to rebuild or repair the damaged improvements and thereafter diligently continue such rebuilding or repairing to completion.
5. The Board of Directors may enforce by any lawful means the provisions hereof, including the performance of repairs if the same remain necessary after thirty (30) days written notice to an owner and seek reimbursement through a lien action or a suit at law.

All requests to the Association shall be made in writing to the Association at the address maintained by the Association.

EXHIBIT "F"

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
CHICAGO TITLE OF LV

07-21-90 08:00 DBL 36
OFFICIAL RECORDS
BOOK: 900731 INST: 00154
FEE: 10.00 RPTT: .00

9 0 0 8 0 7 0 0 3 0 5

(4)

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RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

89-11-1874 AL
Lewis Properties, Inc.
14712 Plaza Drive
P.O. Box 9000
Tustin, CA 92681

SPACE ABOVE FOR RECORDER'S USE ONLY

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION

THIS SUPPLEMENTARY DECLARATION of Covenants, Conditions and Restrictions is made this 23rd day of July, 1990, by Lewis Properties, Inc., a California corporation, (hereinafter "Declarant"), with reference to the following facts:

WHEREAS, Declarant is the owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada, as more particularly described and set forth in Exhibit "A" attached hereto (hereinafter "Annexed Property") and incorporated herein by this reference; and

WHEREAS, Declarant will convey the Annexed Property subject to certain protective covenants, conditions, restrictions, reservations and assessments as set forth in that certain Declaration of Covenants, Conditions and Restrictions for the Las Vegas Spectrum Maintenance Association recorded on July 31, 1990, in Book No 900731, Instrument No. 0154, Official Records, Clark County, State of Nevada, hereinafter referred to as the "Declaration"; and

WHEREAS, Article 6 of the Declaration provides that Declarant has the right to annex into the scheme of the Declaration any real property meeting the requirements set forth in said Article 6, with said right to be exercised at any time within twelve (12) years from the recording date of the Declaration; and the Annexed Property meets the requirements set forth in said Article 6;

NOW, THEREFORE, it is declared:

1. All of the Annexed Property, described in Exhibit "A" attached hereto, is hereby annexed into the scheme of the Declaration and made subject to all of the terms, covenants, conditions and provisions set forth therein, specifically Article 6 thereof, entitled "Annexation of Additional Real Property", as though the Annexed Property was a part of the original Property subject to and as described in the Declaration, and the Annexed Property shall be held, sold, leased, transferred, occupied and conveyed subject to the Declaration as the same may be amended from time to time as provided therein.

2. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the jurisdiction of the Declaration and subject to the functions, powers and jurisdiction of the Las Vegas Spectrum Maintenance Association, a non-profit Nevada corporation, as provided in the Declaration and all Owners of Lots shall automatically be Members of the Association, as those terms are defined in the Declaration, and by the acceptance of a deed therefor, each Owner agrees to and acknowledges the terms, conditions and provisions of the Declaration and agrees to be bound thereby.

3. All easements reserved and provided for by Declarant in the Declaration are hereby reserved by Declarant over the Annexed Property, together with the right to grant and transfer same as provided in the Declaration. Such easements include, without limitation, easements for utility purposes, surface waters and common walls.

4. The General Association Rules, Rules of Signage and Sign Criteria and General Architectural Rules attached hereto as Exhibits to the Declaration are hereby incorporated herein by this reference made a part hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration of Covenants, Conditions and Restrictions the day and year first written above.

LEWIS PROPERTIES, INC.
A California corporation

By: David A. Lewis
DAVID A. LEWIS, President

By: James K. Lewis
JAMES K. LEWIS, Secretary

EXHIBIT "A"

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Parcel A: (Fee Property)

That portion of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Lot 1, Block 1 of the Las Vegas Spectrum as shown by map thereof on file in Book 43 of Plats, Page 10 of Clark County, Nevada Records, described as follows:

COMMENCING at the Northeast corner (NE Cor.) of said Southeast Quarter (SE 1/4); thence North 88 Degrees 02 Minutes 09 Seconds West, along the North line thereof, 1446.52 feet; thence South 00 Degrees 13 Minutes 30 Seconds East 433.54 feet to the TRUE POINT OF BEGINNING; thence South 89 Degrees 46 Minutes 30 Seconds West 665.00 feet to a point on the East Right-of-Way line of Mojave road; thence South 00 Degrees 13 Minutes 30 Seconds East, along said East Right-of-Way line, 570.00 feet; thence North 89 Degrees 46 Minutes 30 Seconds East, 190.00 feet; thence North 00 Degrees 13 Minutes 30 Seconds West, 70.00 feet; thence North 89 Degrees 46 Minutes 30 Seconds East, 475.00 feet; thence North 00 Degrees 13 Minutes 30 Seconds West, 500 feet to the TRUE POINT OF BEGINNING.

Parcel B: (Easement)

A non-exclusive easement for pedestrian and vehicular (including, without limitation, trucks) ingress, egress, roadway and utility purposes over that certain real property described as follows:

That portion of the southeast Quarter (SE 1/4) of Section 36, T. 20 S., R. 61 E., M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

BEING a strip of land 80.00 feet in width lying 40.00 feet on each side of the following described centerline:

COMMENCING at the Southeast Corner (SE Cor.) of said Southeast Quarter (SE 1/4), thence North 89 Degrees 46 Minutes 08 Seconds West, along the South line thereof, 1209.12 feet; thence North 00 Degrees 13 Minutes 30 Seconds West, 1428.70 feet to the TRUE POINT OF BEGINNING; thence continuing North 00 Degrees 13 Minutes 30 Seconds West, 650.00 feet; thence South 89 Degrees 46 Minutes 30 Seconds West, 275.00 feet to the POINT OF ENDING.



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STATE OF CALIFORNIA)

COUNTY OF ORANGE)

ss.

On July 23, 1990, personally appeared before me, a Notary Public, DAVID A. LEWIS and JAMES R. LEWIS, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the President and Secretary respectively of Lewis Properties, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



(seal)

Kristina L. Fink
Notary Public

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
CHICAGO TITLE OF LV

08-07-90 08:00 NR1
BOOK: 900807 INST: 00305
FEE: 8.00 RPTT: .00

9 2 0 7 1 7 0 0 0 4 8

91-05-043176

(6)

21371

~~RECORDING REQUESTED BY AND~~
WHEN RECORDED, RETURN TO:

Lewis Properties, Inc.
14772 Plaza Drive
P.O. Box 9000
Tustin, CA 92681

SPACE ABOVE FOR RECORDER'S USE ONLY

THIRD SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION

THIS THIRD SUPPLEMENTARY DECLARATION of Covenants, Conditions and Restrictions is made this 28th day of April, 1992, by Lewis Properties, Inc., a California corporation, (hereinafter "Declarant"), with reference to the following facts:

WHEREAS, Declarant is the owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada, as more particularly described and set forth in Exhibit "A" attached hereto (hereinafter "Annexed Property") and incorporated herein by this reference; and

WHEREAS, Declarant desires to use, occupy, lease, transfer and convey the Annexed Property subject to certain protective covenants, conditions, restrictions, reservations and assessments as set forth in that certain Declaration of Covenants, Conditions and Restrictions for the Las Vegas Spectrum Maintenance Association recorded on July 31, 1990, in Book No 900731, Instrument No. 0154, Official Records, Clark County, State of Nevada, hereinafter referred to as the "Declaration"; and

WHEREAS, Article 6 of the Declaration provides that Declarant has the right to annex into the scheme of the Declaration any real property meeting the requirements set forth in said Article 6, with said right to be exercised at any time within twelve (12) years from the recording date of the Declaration; and the Annexed Property meets the requirements set forth in said Article 6;

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SUPPLEMENTARY DECLARATION
Page Two

NOW, THEREFORE, it is declared:

1. All of the Annexed Property, described in Exhibit "A" attached hereto, is hereby annexed into the scheme of the Declaration and made subject to all of the terms, covenants, conditions and provisions set forth therein, specifically Article 6 thereof, entitled "Annexation of Additional Real Property", as though the Annexed Property was a part of the original Property subject to and as described in the Declaration, and the Annexed Property shall be held, sold, leased, transferred, occupied and conveyed subject to the Declaration as the same may be amended from time to time as provided therein.

2. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the jurisdiction of the Declaration and subject to the functions, powers and jurisdiction of the Las Vegas Spectrum Maintenance Association, a non-profit Nevada corporation, as provided in the Declaration and all Owners of Lots shall automatically be Members of the Association, as those terms are defined in the Declaration, and by the acceptance of a deed therefor, each Owner agrees to and acknowledges the terms, conditions and provisions of the Declaration and agrees to be bound thereby.

3. All easements reserved and provided for by Declarant in the Declaration are hereby reserved by Declarant over the Annexed Property, together with the right to grant and transfer same as provided in the Declaration. Such easements include, without limitation, easements for utility purposes, surface waters and if applicable, common walls.

4. The General Association Rules, Rules of Signage and Sign Criteria and General Architectural Rules attached as Exhibits to the Declaration are hereby incorporated herein by this reference made a part hereof.

IN WITNESS WHEREOF, Declarant has executed this Third Supplemental Declaration of Covenants, Conditions and Restrictions the day and year first written above.

LEWIS PROPERTIES, INC.
A California corporation

By: David A. Lewis
David A. Lewis, President

By: James R. Lewis
James R. Lewis, Secretary

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LENDER'S CONSENT TO COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, being the Beneficiary under the Deed of Trust encumbering property described in Exhibit "A" hereof, consents to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions and agrees to be bound by, and subject to, the provisions thereof.

Dated: April 28, 1992

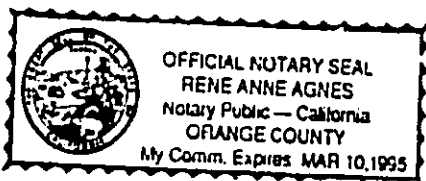
WELLS FARGO BANK, N.A.

By: Tim L. Campbell
Its: Vice President
Vice President

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS. CORPORATION ACKNOWLEDGEMENT

On this 29th day of April, in the year 1992, before me Rene Anne Agnes, a Notary Public in and for the said State, residing therein, duly commissioned and sworn, personally appeared Tim L. Campbell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in and for said County and State, the day and year first above written.



Rene Anne Agnes
NOTARY PUBLIC IN AND FOR SAID STATE OF CALIFORNIA

My Commission Expires March 10, 1995

9 2 0 7 1 7 0 0 4 3

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On April 28, 1992 personally appeared before me, a Notary Public, DAVID A. LEWIS and JAMES R. LEWIS, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the PRESIDENT and SECRETARY respectively of Lewis Properties, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



(seal)

Roxanne Wetzel

Notary Public

9 2 3 ~~7 APR 1968~~ 3
CITY OF LAS VEGAS

A.P.N. 020-661-008

The above described parcel of land contains an area of 781,153 square feet or 6.505 acres, more or less.

CLARK COUNTY, NEVADA
JOAN L SWIFT, RECORDER
RECORDED AT REQUEST OF:
CHICAGO TITLE OF LAS VEGAS

07-17-92 08:00 LJD 6
OFFICIAL RECORDS
BOOK: 920717 INST: 00048
FEE: 10.00 RPTT: .00

10
ACCOM-A67

14031801503

This instrument is delivered to the Recorder's office as an accommodation by United Title of Nevada for physical convenience only. It has not been examined as to its validity execution on its effect upon title, if any.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

213(5)

WHEREAS, This Declaration is made as of March 8, 1994 by and between LEWIS PROPERTIES, INC., a California corporation ("Developer") and SPECTRUM VILLAGE PARTNERS, a Nevada general partnership ("Builder") with reference to the following:

A) Builder has acquired and now owns that certain real property (the "Land") situated in Clark County, Nevada described in Exhibit "A" attached hereto and incorporated herein by this reference; Developer currently owns portions, and has the right to acquire additional portions, of that certain real property (the "Benefited Property") described in Exhibit "B" attached hereto and incorporated herein by this reference;

B) The Land has been developed by Builder into a 348 unit apartment complex which is currently in full operation;

C) Developer currently holds, and is contemplating disposition of, a partnership interest in Builder;

D) The Land originally comprised a portion of that larger parcel of real estate commonly known as THE SPECTRUM OF LAS VEGAS, (the "Project") which is being master-planned, subdivided and developed by Developer as commercial, industrial, office and multi-family community;

E) It is vitally important to Developer that the Land be used, occupied and maintained subject to the following conditions, covenants and restrictions, all of which are in furtherance the master plan for the Project and which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project and the surrounding community;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration exceeding \$10.00, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Use:** The Land shall be used for and as an apartment and/or condominium community in conformance with the zoning laws and ordinances of the City of Las Vegas.

2. **Landscaping:** All landscaping open to public view or visible from the Benefited Property shall be regularly and continuously maintained with a neat and attractive appearance.

14031801503

Covenants, Conditions & Restrictions

Page 2

3. **Architectural:** There shall be no material or significant architectural changes, modifications, additions or deletions to the structures, designs, color schemes and the like existing as of the date of the recordation of this Declaration without the prior written consent of Developer or its successor in interest.

4. **Structural Maintenance:** Builder shall have an affirmative obligation to perform regular maintenance on all building structures, block or screen walls and asphalt areas open to public view or visible from the Benefited Property, so as to keep and maintain such areas in a neat and attractive appearance.

5. **Term:** The covenants, conditions and restrictions of this Declaration shall run with the land and shall bind the successors and assigns of Builder, and shall inure to the benefit of, and be enforceable by Developer, its legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration.

6. **Mortgage Protection:** No breach of any of the covenants, conditions, restrictions, or limitations of uses herein, or default in the obligations herein contained, shall defeat or render invalid the lien of any first or second mortgage or deed of trust made in good faith and for value, but all of said matters and provisions hereof shall be binding upon any owner whose title is derived through a foreclosure or trustee's sale or a deed-in-lieu thereof.

7. **Enforcement:** Developer, its legal representatives, heirs, successors and assigns, shall have the right, by any proceeding at law or in equity, to enforce all restrictions, covenants, and reservations imposed by this Declaration, and in any such action shall be entitled to recover reasonable attorney's fees and costs as may be awarded by court. Failure by Developer, its legal representatives, heirs, successors and assigns, to timely enforce a covenant, conditions or restriction herein contained shall in no event be deemed a waiver of such right to enforce nor shall in no event shall it be deemed a waiver of the right to enforce any covenant, condition or restriction thereafter.

8. **Construction; Choice of Law:** The Declaration shall be applied, construed and enforced in accordance with the laws of the State of Nevada.

9. **Nuisance:** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether relief sought is negative or affirmative action, by the Declarant, the City of Las Vegas, or any mortgagee or beneficiary under a deed of trust affecting the Land or the Benefited Property. Developer, its legal representatives, heirs, successors and assigns may act to abate any nuisance declared hereunder by any lawful means, including the performance of repairs if the same remain necessary after thirty (30) days written notice to Builder or its successor or assigns, and shall be entitled to reimbursement of expenses, costs of repair and suit, including attorney's fees, through appropriate legal action.

14031801503

Covenants, Conditions & Restrictions

Page 3

IN WITNESS WHEREOF, Developer and Builder have executed this Declaration, dated for reference, this 8th day of March, 1994.

DEVELOPER:

LEWIS PROPERTIES, INC.
A California Corporation

By:

James R. Lewis, Sr. VP/Secty

BUILDER:

SPECTRUM VILLAGE PARTNERS,
A Nevada General Partnership

By:

Dan K. Shaw,
Managing General Partner

STATE OF CALIFORNIA)

) ss.

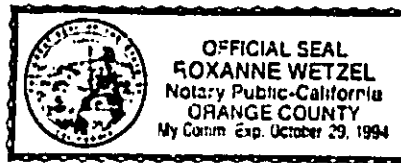
COUNTY OF ORANGE)

On March 9, 1994, before me, ROXANNE WETZEL, a Notary Public in and for said State, personally appeared JAMES R. LEWIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

Roxanne Wetzel



(Seal)

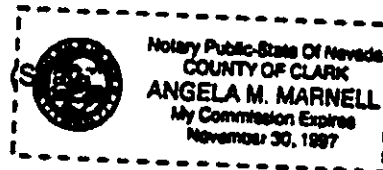
STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

On March 14th, 1994, personally appeared before me, a notary public, DAN K. SHAW, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the instrument.

Angela M. Marnell
Notary Public Signature



14031801503

EXHIBIT "A"

(Burdened Property)

(The "Land")

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

A portion of land situate in the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, of the Mount Diablo Base & Meridian, County of Clark, State of Nevada, described as being Parcel 2 and Parcel 3 as shown on the boundary survey on file, in File 45 of surveys, page 79 of records, Clark County, Nevada. Together with that vacated portion of Sunrise Avenue (60 feet in width) as described by that certain Order of Vacation recorded April 26, 1989, in Book 890426, as Instrument No. 00801 of Clark County Records, being more particularly described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter (SE 1/4) of said Section 36; thence along the South line of said Southeast Quarter (SE 1/4), North 89°48'08" West, a distance of 51.55 feet; thence North 00°11'52" East, a distance of 50.0 feet to the TRUE POINT OF BEGINNING on the South line of said Parcel 2; thence along the South line of said Parcel 2, North 89°48'08" West, a distance of 768.89 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 25.00 feet; thence North Westerly along said curve through a central angle of 89°58'39" an arc distance of 39.26 feet to the Westerly boundary of said Parcel 2; thence along the Westerly boundary of said Parcel 2, said vacated portion of Sunrise Avenue and said Parcel 3 the following four (4) courses: 1) thence tangent to said curve North 00°10'31" East, a distance of 140.53 feet to the beginning of a tangent curve concave Easterly and having a radius of 1300.00 feet; 2) thence Northerly along said curve through a central angle of 42°35'54" an arc distance of 956.53 feet; 3) thence tangent to said curve, North 42°46'25" East, a distance of 200.10 feet to the beginning of a tangent curve concave Westerly and having a radius of 1400.00 feet; 4) thence Northerly along said curve through a central angle of 21°40'38", an arc distance of 529.68 feet to a point of cusp with a nontangent curve concave Northeasterly and having a radius of 51.50 feet, being the Northerly corner of said Parcel 3; thence along the Easterly boundary of said Parcel 3, said vacated portion of Sunrise Avenue and said Parcel 2 the following eight (8) courses: 1) thence from a tangent which bears South 07°58'16" West, Southeasterly along said curve through a central angle of 71°50'18" an arc distance of 64.57 feet to the beginning of a reverse curve concave Southwesterly and having a radius of 24.00 feet; 2) thence from a tangent which bears South 63°52'02" East, Southeasterly along said reverse curve through a central angle of 62°48'33", an arc distance of 26.31 feet; 3) thence tangent to said curve, South 01°03'29" East, a distance of 238.72 feet to the beginning of a tangent curve concave Westerly and having a radius of 115.00 feet; 4) thence Southerly along said curve through a central angle of 17°44'26" an arc distance of 35.61 feet; 5) thence tangent to said curve, South 16°40'57" West, a distance of 10.53 feet to the beginning of a tangent curve concave Easterly and having a radius of 175.00 feet; 6) thence Southerly along said curve through a central angle of 17°44'26", an arc distance of 54.19 feet; 7) thence tangent to said curve, South 01°03'29" East, a distance of 1208.81 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 20.00 feet; 8) thence Southwesterly along said curve through a central angle of 91°15'21", an arc distance of 31.85 feet to the TRUE POINT OF BEGINNING.

9 4 0 3 1 8 0 1 5 0 3

EXHIBIT "B"

(Benefited Property)

That portion of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, being Lot One (1), Block One (1), Lot One (1), Block Two (2) and Lot One (1) Block Three (3) of the Las Vegas Spectrum, a commercial subdivision as shown by map thereof recorded in File 43 of Plats, Page 10 in the Office of the County Recorder of Clark County, Nevada.

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:

UNITED TITLE OF NEVADA

03-18-94 15:17 PAC

BOOK: 940318 INST: 01503

FEE: 11.00 RPTT: .00

28
 Recorded at the request of and
 When Recorded Mail to:

Wells Fargo Bank, National Association
 Real Estate Group
 2030 Main Street, Suite 800
 Irvine, California 92714
 Attn: Patrick J. Murphy
 Loan No.: 58430R

"This instrument is delivered to the
 Lender as an assignment
 of the title of the Declaration
 of Covenants, Conditions and Restrictions
 which have been executed and recorded
 in the real property records of Clark County,
 Nevada, in favor of Wells Fargo Bank, National Association
 and its affiliates and assigns."

23AS
 (5)

**ASSIGNMENT OF DECLARANT'S RIGHTS UNDER
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS ASSIGNMENT is made as of November 23, 1994, by LEWIS PROPERTIES, INC., a California corporation, as "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated July 2, 1990, and recorded in the real property records of Clark County, Nevada, in book 900731, as Document No. 00154 in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Lender".

RECITALS

- A. Lender has made, and may hereafter make, certain loans to Declarant (which loans are herein collectively referred to as the "Loan").
- B. The Loan is secured by, among other things, certain deeds of trust (which deeds of trust are herein collectively referred to as the "Deed of Trust") which constitute a lien upon certain real property (the "Property") described on Exhibit A attached hereto.
- C. Declarant has previously executed and has recorded the Declaration, which affects the Property.
- D. It is a condition of the Loan that Declarant execute this Assignment in order that Lender may acquire the rights and powers of Declarant under the Declaration in the event Lender acquires title to Declarant's interest in the Property through foreclosure of the Deed of Trust or otherwise.

NOW, THEREFORE, Declarant agrees as follows:

- 1. **Assignment.** Subject to satisfaction of the conditions precedent in Section 3 below, Declarant hereby expressly assigns to Lender all of the rights and powers of Declarant, its successors and assigns, under the Declaration including, without limitation, all voting rights of Declarant thereunder and rights (if any) to appoint members of any architectural committee, with full power and authority to perform all acts of Declarant thereunder from and after the date, if ever, upon which Lender may acquire, through foreclosure of the Deed of Trust or otherwise, the ownership interest of Declarant, its successors or assigns, in or to the Property. Declarant further agrees, that, upon satisfaction of the conditions set forth in Paragraph 3, below, the rights of Lender hereunder shall be senior and prior to the rights of any other party or

parties to whom Declarant may have purportedly assigned its rights under the Declaration or any portion thereof.

2. Assumption. Subject to satisfaction of the conditions precedent in Section 3 below, Wells Fargo Bank agrees to assume all of the rights, powers and duties (which arise after the date of assumption) of Declarant under the Declaration. This assumption shall not have any force or effect unless and until the conditions precedent set forth in Paragraph 3, below are satisfied.

3. Conditions Precedent. This Assignment, and the assumption of duties by Lender, shall be effective: (a) only as to the Property (as defined in the Declaration) for which fee title has passed directly from Declarant to Wells Fargo Bank by grant deed, deed in lieu of foreclosure, trustee's deed or by a court decree; and (b) only upon recordation of this Agreement by Lender in the Official Records of the County where the Property is located.

4. Assignment by Lender. Declarant acknowledges and agrees that Lender shall have the right to transfer its interest in and rights under this Assignment to any party which Lender may elect to nominate to acquire and hold title on Lender's behalf, or to the successful bidder at any trustee's sale held to foreclose the Deed of Trust.

5. Exculpation. This Assignment shall not cause Lender to be a mortgagee in possession or in any manner responsible for the performance of any acts or failure to act on the part of Declarant or any other person or entity hereafter acting as Declarant; shall not create rights, duties or obligations in favor of any person or entity other than Lender; and shall not make any such third person or entity a party to this Assignment, the Loan, or any of the loan documents for said Loan. It is the intent of the parties hereto that this Assignment is for the sole purpose of permitting Lender to succeed to the interest of Declarant under the Declaration in the event of such foreclosure or other acquisition of title to the Property by Lender.

6. Termination. This Assignment, and the rights of Lender hereunder, will terminate upon payment in full of the Loan and any and all future loans and the full release and reconveyance of the Deed of Trust and any and all future Deeds of Trust as to all the Property.

THEREFORE, the Declarant has executed this Assignment as of the date first above written.

"DECLARANT"

LEWIS PROPERTIES, INC.,
a California corporation

By: James R. Lewis

JAMES R. LEWIS

In: SR. VICE PRESIDENT, SECRETARY

[attach notary acknowledgment]

STATE OF CALIFORNIA
COUNTY OF Orange ss.

On this 13th day of December, 1994, before me,
Betty R. Slipp a Notary Public in and for the State of Califor-
nia, personally appeared James R. Lewis
personally known to me (or proved on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their autho-
rized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal

Signature Betty R. Slipp

My commission expires Sept. 30, 1998



EXHIBIT A

Exhibit A to Assignment of Declarant's Rights Under Declaration of Covenants, Conditions and Restrictions executed by LEWIS PROPERTIES, INC., a California corporation, as "Declarant" in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Lender" dated November 23, 1994.

All that certain real property located in the County of Clark, State of Nevada, described as follows:

APN #020-661-021

THOSE PORTIONS OF LOT ONE (1) BLOCK ONE (1) OF THE LAS VEGAS SPECTRUM (A COMMERCIAL SUBDIVISION) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 43 OF PLATS, PAGE 10 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

PARCEL I:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SUNRISE AVENUE (60 FEET WIDE) AND SPECTRUM BOULEVARD (60 FEET WIDE) AS SHOWN ON SAID PLAT OF THE LAS VEGAS SPECTRUM; THENCE ALONG THE CENTERLINE OF SAID SUNRISE AVENUE, SOUTH $89^{\circ}46'30''$ WEST A DISTANCE OF 275.00 FEET; THENCE NORTH $00^{\circ}13'30''$ WEST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED TO LEWIS PROPERTIES, INC., RECORDED JANUARY 19, 1990 IN BOOK 900119 AS INSTRUMENT NUMBER 00837 OF CLARK COUNTY, NEVADA RECORDS; THENCE ALONG THE EAST LINE OF SAID LEWIS PROPERTIES PARCEL, CONTINUING NORTH $00^{\circ}13'30''$ WEST A DISTANCE OF 314.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE OF SAID LEWIS PROPERTIES PARCEL AND THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED TO COCA-COLA BOTTLING COMPANY OF LOS ANGELES, RECORDED AUGUST 7, 1990, IN BOOK 900807 AS INSTRUMENT NUMBER 00307 OF CLARK COUNTY, NEVADA RECORDS, CONTINUING NORTH $00^{\circ}13'30''$ WEST A DISTANCE OF 335.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF TECHNOLOGY COURT; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TECHNOLOGY COURT THE FOLLOWING FOUR (4) COURSES: 1) THENCE FROM A TANGENT WHICH BEARS SOUTH $06^{\circ}49'29''$ EAST, SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.50 FEET, THROUGH A CENTRAL ANGLE OF $122^{\circ}07'36''$, AN ARC DISTANCE OF 96.98 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; 2) THENCE FROM A TANGENT WHICH BEARS NORTH $51^{\circ}02'55''$ EAST, EASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF $38^{\circ}43'35''$, AN ARC DISTANCE OF 16.90 FEET; 3) THENCE TANGENT TO SAID CURVE, NORTH $89^{\circ}46'30''$ EAST A DISTANCE OF 209.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; 4) THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $107^{\circ}11'52''$, AN ARC DISTANCE OF 46.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SPECTRUM BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SPECTRUM BOULEVARD THE FOLLOWING TWO (2) COURSES: 1) THENCE TANGENT TO SAID CURVE, SOUTH $16^{\circ}58'22''$ WEST A DISTANCE OF 185.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 505.00 FEET; 2) THENCE SOUTHERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}42'21''$, AN ARC DISTANCE OF 103.18 FEET TO A POINT, A RADIAL LINE THROUGH SAID POINT BEARS NORTH $84^{\circ}43'59''$ WEST; THENCE SOUTH $89^{\circ}46'30''$ WEST A DISTANCE OF 247.32 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A

H:\LEWISPRO\58430R.ACCR
REG300.D1 (05/94)

Page 1 of 2 Page(s)

PARCEL II:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SUNRISE AVENUE (60 FEET WIDE) AND SPECTRUM BOULEVARD (60 FEET WIDE) AS SHOWN ON SAID PLAT OF THE LAS VEGAS SPECTRUM; THENCE ALONG THE CENTERLINE OF SAID SUNRISE AVENUE, SOUTH 89°46'30" WEST A DISTANCE OF 275.00 FEET; THENCE NORTH 00°13'30" WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING ON THE NORTH RIGHT-OF-WAY LINE OF SAID SUNRISE AVENUE, ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED TO LEWIS PROPERTIES, INC., RECORDED JANUARY 19, 1990 IN BOOK 900119 AS INSTRUMENT NUMBER 00837 OF CLARK COUNTY, NEVADA RECORDS; THENCE ALONG THE EAST LINE OF SAID LEWIS PROPERTIES PARCEL, CONTINUING NORTH 00°13'30" WEST A DISTANCE OF 314.50 FEET; THENCE NORTH 89°46'30" EAST A DISTANCE OF 247.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SPECTRUM BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SPECTRUM BOULEVARD THE FOLLOWING THREE (3) COURSES: 1) THENCE FROM A TANGENT WHICH BEARS SOUTH 05°16'01" WEST, SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 505.00 FEET, THROUGH A CENTRAL ANGLE OF 05°29'31", AN ARC DISTANCE OF 48.40 FEET; 2) THENCE TANGENT TO SAID CURVE, SOUTH 00°13'30" EAST A DISTANCE OF 241.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; 3) THENCE SOUTHWESTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SUNRISE AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF SUNRISE AVENUE, TANGENT TO SAID CURVE, SOUTH 89°46'30" WEST A DISTANCE OF 220.00 FEET TO THE TRUE POINT OF BEGINNING.

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

01-20-95 08:00 PAC 5
OFFICIAL RECORDS
BOOK: 950120 00088

M:\LEWISPRO\5843OR.ACCR
REG300.D1 (05/94)

EXHIBIT A

Page 2 of 2 Page(s)

FEE: 11.00 RPPT: .00

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 ①
 RECORDING REQUESTED BY AND
 WHEN RECORDED, RETURN TO:

Lewis Properties, Inc.
 14772 Plaza Drive
 P.O. Box 9000
 Tustin, CA 92681

213
 SW

④

94-36-0351-17 SPACE ABOVE FOR RECORDER'S USE ONLY _____

**FOURTH SUPPLEMENTARY DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS**

LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION

THIS FOURTH SUPPLEMENTARY DECLARATION of Covenants, Conditions and Restrictions is made this 16th day of February, 1995, by Lewis Properties, Inc., a California corporation, (hereinafter "Declarant"), with reference to the following facts:

WHEREAS, Declarant is the owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada, as more particularly described and set forth in Exhibit "A" attached hereto (hereinafter "Annexed Property") and incorporated herein by this reference; and

WHEREAS, Declarant desires to use, occupy, lease, transfer and convey the Annexed Property subject to certain protective covenants, conditions, restrictions, reservations and assessments as originally set forth in that certain Declaration of Covenants, Conditions and Restrictions for the Las Vegas Spectrum Maintenance Association recorded on July 31, 1990, in Book No 900731, Instrument No. 0154, Official Records, Clark County, State of Nevada, hereinafter referred to as the "Declaration"; and

WHEREAS, Article 6 of the Declaration provides that Declarant has the right to annex into the scheme of the Declaration any real property meeting the requirements set forth in said Article 6, with said right to be exercised at any time within twelve (12) years from the recording date of the Declaration; and the Annexed Property meets the requirements set forth in said Article 6;

NOW, THEREFORE, it is declared:

1. All of the Annexed Property, described in Exhibit "A" attached hereto, is hereby annexed into the scheme of the Declaration and made subject to all of the terms, covenants, conditions and provisions set forth therein, specifically Article 6 thereof, entitled "Annexation of Additional Real Property", as though the Annexed Property was a part of the original Property subject to and as described in the Declaration, and the Annexed Property shall be held, sold, leased, transferred, occupied and conveyed subject to the Declaration as the same may be amended from time to time as provided therein.

2. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the jurisdiction of the Declaration and subject to the functions, powers and jurisdiction of the Las Vegas Spectrum Maintenance Association, a non-profit Nevada corporation, as provided in the Declaration and all Owners of Lots shall automatically be Members of the Association, as those terms are defined in the Declaration, and by the acceptance of a deed therefor, each Owner agrees to and acknowledges the terms, conditions and provisions of the Declaration and agrees to be bound thereby.

3. All easements reserved and provided for by Declarant in the Declaration are hereby reserved by Declarant over the Annexed Property, together with the right to grant and transfer same as provided in the Declaration. Such easements include, without limitation, easements for utility purposes and surface waters.

4. The General Association Rules, Rules of Signage and Sign Criteria and General Architectural Rules attached as Exhibits to the Declaration are hereby incorporated herein by this reference made a part hereof.

IN WITNESS WHEREOF, Declarant has executed this Fourth Supplemental Declaration of Covenants, Conditions and Restrictions the day and year first written above.

LEWIS PROPERTIES, INC.
A California corporation

By: David A. Lewis
David A. Lewis, President

By: James R. Lewis
James R. Lewis, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On February 16, 1995, before me, ROXANNE WETZEL, a Notary Public in and for said State, personally appeared DAVID A. LEWIS and JAMES R. LEWIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Roxanne Wetzel

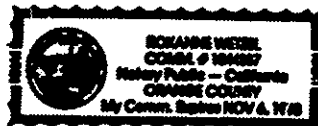


EXHIBIT A
A.P.N. 139-36-710-001 (020-661-020)
PORTION BLOCK 1 LAS VEGAS SPECTRUM
PARCEL A

That portion of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Block 1 of THE LAS VEGAS SPECTRUM as shown on the plat thereof on file in Book 43 of Plats, Page 10 of Clark County, Nevada Records, described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter (SE 1/4) of said Section 36; thence along the South line of said Southeast Quarter (SE 1/4), North 89°48'08" West a distance of 2199.15 feet to the centerline of MOJAVE ROAD as shown on said plat of THE LAS VEGAS SPECTRUM; thence along said centerline of MOJAVE ROAD, North 00°13'30" West a distance of 2261.39 feet; thence North 89°46'30" East a distance of 50.00 feet to the TRUE POINT OF BEGINNING on the East Right-of-Way line of said MOJAVE ROAD, also being the Northwest corner of that certain parcel of land described by DEED to COCA-COLA BOTTLING COMPANY OF LOS ANGELES, recorded August 7, 1990 in Book 900807 as Instrument Number 00307 of Clark County, Nevada Records; thence along said East Right-of-Way line of MOJAVE ROAD, North 00°13'30" West a distance of 351.78 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 55.00 feet; thence Northeasterly along said tangent curve, through a central angle of 92°11'21", an arc distance of 88.50 feet to the South Right-of-Way line of STEWART AVENUE as shown on said plat of THE LAS VEGAS SPECTRUM; thence tangent to said curve along said South Right-of-Way line of STEWART AVENUE, South 88°02'09" East a distance of 608.35 feet to the Northerly prolongation of the East line of said COCA-COLA parcel; thence along the Northerly prolongation of the East line of said COCA-COLA parcel, South 00°13'30" East a distance of 383.50 feet to the Northeast corner of said COCA-COLA parcel; thence along the North line of said COCA-COLA parcel, South 89°46'30" West a distance of 665.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 262,775 square feet or 6.032 acres, more or less.



Exhibit "A" Fourth Supplementary Declaration Page Two

Parcel B:

That portion of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, M. D. M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Block 1 of THE LAS VEGAS SPECTRUM as shown on the plat thereof on file in Book 43 of Plats, Page 10 of Clark County, Nevada Records, described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter (SE 1/4) of said Section 36; thence along the South line of said Southeast Quarter (SE 1/4), North 89°48'08" West a distance of 2199.15 feet to the centerline of MOJAVE ROAD as shown on said plat of THE SPECTRUM OF LAS VEGAS SPECTRUM; thence along said centerline of MOJAVE ROAD North 00°13'30" West a distance of 1691.39 feet; thence North 89°46'30" East a distance of 50.00 feet to the TRUE POINT OF BEGINNING on the East Right-of-Way line of said MOJAVE ROAD, also being the Southwest corner of that certain parcel of land described by DEED to COCA-COLA BOTTLING COMPANY OF LOS ANGELES, recorded August 7, 1990 in Book 900807 as Instrument Number 00307 of Clark County, Nevada Records; thence along the South boundary of said COCA-COLA parcel, continuing North 89°46'30" East a distance of 190.00 feet to the West line of that certain parcel of land described by DEED to LEWIS PROPERTIES, INC., recorded January 19, 1990 in Book 900119 as Instrument Number 00837 of Clark County, Nevada Records; thence along the West boundary of said LEWIS PROPERTIES parcel, South 00°13'30" East a distance of 270.00 feet to the North Right-of-Way line of SUNRISE AVENUE as shown on said plat of THE LAS VEGAS SPECTRUM; thence along said North Right-of-Way line of SUNRISE AVENUE, South 89°46'30" West a distance of 145.00 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 45.00 feet; thence Northwesterly along said tangent curve, through a central angle of 90°00'00", an arc distance of 70.69 feet to said East Right-of-Way line of MOJAVE ROAD; thence tangent to said curve, along said East Right-of-Way line of MOJAVE ROAD North 00°13'30" West a distance of 225.00 feet to the TRUE POINT OF BEGINNING.

[The above described parcel of land contains an area of 50,867 square feet or 1.168 acres, more or less]



CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
UNITED TITLE OF NEVADA
04-28-95 15:41 BAM 4
OFFICIAL RECORDS
BOOK: 950428 INC: 01968
FEE: 10.00 RPTT: .00

35
RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Lewis Properties, Inc.
14772 Plaza Drive
P.O. Box 9000
Tustin, CA 92681

54
213
6

SPACE ABOVE FOR RECORDER'S USE ONLY

**FIFTH SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

LAS VEGAS SPECTRUM MAINTENANCE ASSOCIATION

THIS FIFTH SUPPLEMENTARY DECLARATION of Covenants, Conditions and Restrictions is made this 1st day of June, 1995, by Lewis Properties, Inc., a California corporation, (hereinafter "Declarant"), with reference to the following facts:

WHEREAS, Declarant is the owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada, as more particularly described and set forth in Exhibit "A" attached hereto (hereinafter "Annexed Property") and incorporated herein by this reference; and

WHEREAS, Declarant desires to use, occupy, lease, transfer and convey the Annexed Property subject to certain protective covenants, conditions, restrictions, reservations and assessments as originally set forth in that certain Declaration of Covenants, Conditions and Restrictions for the Las Vegas Spectrum Maintenance Association recorded on July 31, 1990, in Book No 900731, Instrument No. 0154, Official Records, Clark County, State of Nevada, hereinafter referred to as the "Declaration"; and

WHEREAS, Article 6 of the Declaration provides that Declarant has the right to annex into the scheme of the Declaration any real property meeting the requirements set forth in said Article 6, with said right to be exercised at any time within twelve (12) years from the recording date of the Declaration; and the Annexed Property meets the requirements set forth in said Article 6;

NOW, THEREFORE, it is declared:

1. All of the Annexed Property, described in Exhibit "A" attached hereto, is hereby annexed into the scheme of the Declaration and made subject to all of the terms, covenants, conditions and provisions set forth therein, specifically Article 6 thereof, entitled "Annexation of Additional Real Property", as though the Annexed Property was a part of the original Property subject to and as described in the Declaration, and the Annexed Property shall be held, sold, leased, transferred, occupied and conveyed subject to the Declaration as the same may be amended from time to time as provided therein.

2. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the jurisdiction of the Declaration and subject to the functions, powers and jurisdiction of the Las Vegas Spectrum Maintenance Association, a non-profit Nevada corporation, as provided in the Declaration and all Owners of Lots shall automatically be Members of the Association, as those terms are defined in the Declaration, and by the acceptance of a deed therefor, each Owner agrees to and acknowledges the terms, conditions and provisions of the Declaration and agrees to be bound thereby.

3. All easements reserved and provided for by Declarant in the Declaration are hereby reserved by Declarant over the Annexed Property, together with the right to grant and transfer same as provided in the Declaration. Such easements include, without limitation, easements for utility purposes and surface waters.

4. The General Association Rules, Rules of Signage and Sign Criteria and General Architectural Rules attached as Exhibits to the Declaration are hereby incorporated herein by this reference made a part hereof.

IN WITNESS WHEREOF, Declarant has executed this Fifth Supplemental Declaration of Covenants, Conditions and Restrictions the day and year first written above.

LEWIS PROPERTIES, INC.
A California corporation

By: David A. Lewis
David A. Lewis, President

By: James R. Lewis
James R. Lewis, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On June 1, 1995, before me, ROXANNE WETZEL, a Notary Public in and for said State, personally appeared DAVID A. LEWIS and JAMES R. LEWIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Roxanne Wetzel



EXHIBIT "A"
A.P.N. 020-661-021
BLOCK 1 LAS VEGAS SPECTRUM

Those portions of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being those portions of Block 1 of the LAS VEGAS SPECTRUM, a Commercial Subdivision, as shown on the plat thereof on file in Book 43 of Plats, Page 10 of Clark County, Nevada Records, described as follows:

PARCEL 1

COMMENCING at the intersection of the centerlines of SUNRISE AVENUE (60 feet wide) and SPECTRUM BOULEVARD (60 feet wide) as shown on said plat of the LAS VEGAS SPECTRUM; thence along the centerline of said SUNRISE AVENUE, South 89°46'30" West a distance of 275.00 feet; thence North 00°13'30" West a distance of 30.00 feet to the Southeast corner of that certain parcel of land described by DEED to LEWIS PROPERTIES, INC., recorded January 19, 1990 in Book 900119 as Instrument Number 00837 of Clark County, Nevada Records; thence along the East line of said LEWIS PROPERTIES parcel, continuing North 00°13'30" West a distance of 314.50 feet to the TRUE POINT OF BEGINNING; thence continuing along the East line of said LEWIS PROPERTIES parcel and the East line of that certain parcel of land described by DEED to COCA-COLA BOTTLING COMPANY OF LOS ANGELES, recorded August 7, 1990, in Book 900807 as Instrument Number 00307 of Clark County, Nevada Records, continuing North 00°13'30" West a distance of 335.27 feet to the Southerly Right-of-Way line of TECHNOLOGY COURT; thence along said Southerly Right-of-Way line of TECHNOLOGY COURT the following

EXHIBIT "A"
A.P.N. 020-661-021
BLOCK 1 LAS VEGAS SPECTRUM

four (4) courses: 1) thence from a tangent which bears South 06°49'29" East, Southeasterly along the arc of a curve concave Northeasterly and having a radius of 45.50 feet, through a central angle of 122°07'36", an arc distance of 96.98 feet to the beginning of a reverse curve concave Southerly and having a radius of 25.00 feet; 2) thence from a tangent which bears North 51°02'55" East, Easterly along said reverse curve, through a central angle of 38°43'35", an arc distance of 16.90 feet; 3) thence tangent to said curve, North 89°46'30" East a distance of 209.22 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 25.00 feet; 4) thence Southeasterly along said tangent curve, through a central angle of 107°11'52", an arc distance of 46.77 feet to the Westerly Right-of-Way line of SPECTRUM BOULEVARD; thence along said Westerly Right-of-Way line of SPECTRUM BOULEVARD the following two (2) courses: 1) thence tangent to said curve, South 16°58'22" West a distance of 185.41 feet to the beginning of a tangent curve concave Easterly and having a radius of 505.00 feet; 2) thence Southerly along said tangent curve, through a central angle of 11°42'21", an arc distance of 103.18 feet to a point, a radial line through said point bears North 84°43'59" West; thence South 89°46'30" West a distance of 247.32 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 87,763 square feet or 2.015 acres, more or less.

EXHIBIT "A"
A.P.N. 020-661-021
BLOCK 1 LAS VEGAS SPECTRUM

PARCEL 2

COMMENCING at the intersection of the centerlines of SUNRISE AVENUE (60 feet wide) and SPECTRUM BOULEVARD (60 feet wide) as shown on said plat of the LAS VEGAS SPECTRUM; thence along the centerline of said SUNRISE AVENUE, South 89°46'30" West a distance of 275.00 feet; thence North 00°13'30" West a distance of 30.00 feet to the TRUE POINT OF BEGINNING on the North Right-of-Way line of said SUNRISE AVENUE, also being the Southeast corner of that certain parcel of land described by DEED to LEWIS PROPERTIES, INC., recorded January 19, 1990 in Book 900119 as Instrument Number 00837 of Clark County, Nevada Records; thence along the East line of said LEWIS PROPERTIES parcel, continuing North 00°13'30" West a distance of 314.50 feet; thence North 89°46'30" East a distance of 247.32 feet to the Westerly Right-of-Way line of SPECTRUM BOULEVARD; thence along said Westerly Right-of-Way line of SPECTRUM BOULEVARD the following three (3) courses: 1) thence from a tangent which bears South 05°16'01" West, Southerly along the arc of a curve concave Easterly and having a radius of 505.00 feet, through a central angle of 05°29'31", an arc distance of 48.40 feet; 2) thence tangent to said curve, South 00°13'30" East a distance of 241.17 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 25.00 feet; 3) thence Southwesterly along said tangent curve, through a central angle of 90°00'00", an arc distance of 39.27 feet to the North Right-of-Way line of said SUNRISE AVENUE; thence along said North Right-of-Way line of SUNRISE AVENUE, tangent to said curve, South 89°46'30" West a distance of 220.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 76,957 square feet or 1.767 acres, more or less.

RECEIVED
BY
JUN 2 2 21 PM '95

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

UNITED TITLE OF NEVADA

06-20-95 00102 001
OFFICIAL RECORDS

BOOK: 950628 INST: 00369

FEE: 12.00 RPT: .00