

LAS VEGAS TECHNOLOGY CENTER



COVENANTS, CONDITIONS AND RESTRICTIONS

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LAS VEGAS TECHNOLOGY CENTER

THIRD AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

September, 1991

LAS VEGAS TECHNOLOGY CENTER
THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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ARTICLE I
RECITALS

WHEREAS, Declarant is the owner of certain real property in the City of Las Vegas, Clark County, State of Nevada, which is more particularly described on Exhibit A appended hereto; and

WHEREAS, Declarant desires to establish a Technology Center on a portion of the site described in Exhibit A for the purpose of providing a location for high technology and other specified facilities whose owners and operators wish to locate or relocate in the Las Vegas area; and

WHEREAS, Declarant desires to ensure that the development of said Technology Center occurs in a logical, aesthetically pleasing and economically sound manner; and

WHEREAS, Declarant desires to establish certain covenants, conditions and restrictions relative to the planning, development, improvement, maintenance and operation of the Technology Center, and more particularly applicable to that portion of the Technology Center as described in Exhibits B and C and as illustrated in Exhibit D;

WHEREAS, a Declaration of Covenants, Conditions and Restrictions previously was recorded in the land records of the Clark County Recorder at Book 880613, Instrument 00392, and whereas an Amended Declaration was recorded in the land records of the Clark County Recorder at Book 890512, Instrument 00681, and whereas a Second Amended Declaration was recorded in the land records of the Clark County Recorder at Book 910109, Instrument 00470, and this Third Amended Declaration will replace and supersede the previous Declarations but without removing or altering the effect of having such Declarations of record up until recordation hereof;

NOW, THEREFORE, Declarant hereby declares that that portion of the Technology Center (as described in Exhibits B and C and illustrated in Exhibit D) and any and all interests therein shall be held subject to the following covenants, conditions and restrictions. This Declaration is made in order to assure that that portion of the Technology Center is developed and used in such a fashion as will enhance and protect the value of the Technology Center and shall be binding upon all persons or entities now or hereafter holding any interest in that portion of the Technology Center, their heirs, successors and assigns. These covenants, conditions and restrictions shall run with the land and shall be binding upon all persons or entities having or later acquiring any right, title or interest in that portion of the Technology Center as described in Exhibits B and C.

ARTICLE II
DEFINITIONS

- 2.01 Area 1. "Area 1" means that portion of the Property that is more particularly described in Exhibit B.
- 2.02 Area 2. "Area 2" means that portion of the Property that is more particularly described in Exhibit C.
- 2.03 Association. "Association" means the Owners' Association established pursuant to this Declaration and its successors and assigns.
- 2.04 Board. "Board" means the board of directors of the Association established pursuant to Section 4.05.
- 2.05 Common Areas. "Common Areas" means those parcels and other areas of land which are set aside for the common use, enjoyment and benefit of the Owners. Said "Common Areas" include such common open space, common landscaped areas and other areas as are designated and described in Exhibit E, which is attached and incorporated into and recorded in connection with this Declaration, and any subsequent map or plat which is recorded in connection with any supplemental or amendatory declaration.
- 2.06 Declarant. "Declarant" means the City of Las Vegas, and any successors and assigns which are specifically granted the rights and powers and are burdened with the duties of Declarant hereunder by a recorded instrument of conveyance.
- 2.07 Declaration. "Declaration" means this instrument as it may be supplemented or amended from time to time.
- 2.08 Ground Lease. "Ground Lease" means a written lease agreement whereby Declarant leases to a Person for a minimum five-year period all or any portion of a Parcel, including any building on such Parcel, but does not include a lease of a building alone or a portion thereof.
- 2.09 Improvements. "Improvements" means all structures and appurtenances thereto of every type and kind including but not limited to buildings, parking areas, parking structures, out-buildings, sprinkler systems, poles, signs, exterior air conditioning, landscaping, retaining walls, fences, sidewalks, pathways, exterior lighting, canopies, awnings, and loading and storage areas and/or any replacements, additions and/or alterations thereto, except for nonstructural improvements, replacements, additions and/or alterations entirely within an existing enclosed building or other structure that are not visible from any Common Area, adjacent parcel or other adjacent property.
- 2.10 Lot. "Lot;" (see "Parcel").

- 2.11 Maintenance Areas. "Maintenance Areas" means the areas and facilities which are to be maintained by the Association pursuant to this Declaration. "Maintenance Areas" include Common Areas and shrubbery, trees, walkways, pavement, fencing, lights and similar facilities thereon, and any other areas or facilities which, by means of supplementary declaration or amendment, may be designated from time to time as "Maintenance Areas."
- 2.12 Member. "Member" means a member of the Association.
- 2.13 Owner. "Owner" means any person or persons who hold an ownership interest in one or more parcels in the Property. "Ownership" or "ownership interest" means ownership in fee, a leasehold interest under a Ground Lease or the interest of a contract vendee, but does not include any interest which is held solely as security for the performance of an obligation.
- 2.14 Parcel. "Parcel" means a separate lot or parcel of land (and any improvements thereon) which is shown as such on any plat or map filed in connection with this Declaration or any amendment or supplement thereto. "Parcel" also includes any portion of the Property which is conveyed by deed, ground lease, or other conveyance instrument, except a conveyance assigning Declarant's rights under this Declaration. "Parcel" also includes any portion of the Property which is described in a written instrument as a "Parcel" for purposes of this Declaration and is recorded by Declarant. "Parcel" does not include any portion of the Property which has been dedicated to a local government for public purposes or upon which a building may not be legally constructed under applicable building and zoning regulations.
- 2.15 Person. "Person" means one or more individuals, partnerships, firms, associations, corporations and any other entities.
- 2.16 Plan. "Plan" means the Master Plan for the Las Vegas Technology Center, which includes the Declaration, as said Plan may be amended from time to time.
- 2.17 Property. "Property" means the real property described in Exhibit B (Area 1) and Exhibit C (Area 2) to this Declaration and any additional real property which may be annexed to the Property pursuant to Article XVII, together with improvements now or hereinafter constructed thereon.
- 2.18 Record. "Record" or "Recorded" refers, with respect to any document, to the proper recordation or filing of such document in the Office of the County Recorder for Clark County.
- 2.19 Right-of-Way. "Right-of-Way" means an easement or street dedication to be used for streets or public utilities.

ARTICLE III
PERMITTED USES

3.01 Intent. It is the intent of the provisions of this Article to establish a technology and business center in which research, development, testing and evaluation uses, similar high technology uses and specified commercial uses will predominate.

3.02 Permitted Uses (Area 1).

Uses permitted in Area 1 are the following:

- A. Laboratories, offices, and related facilities to accomplish research, development, testing and evaluation functions shall be permitted. This shall include the production and assembly of prototype products, pilot plants and maintenance facilities. The following shall also be included: manufacturing, assembling, repair and service of electronic and fiber optic equipment, telecommunications, data processing equipment, medical, pharmaceutical, and aeronautic equipment;
- B. Administrative and professional offices including, but not limited to, engineering, planning and surveying facilities, corporate headquarters offices, regional sales and administrative offices, and professional offices;
- C. Incidental and ancillary uses which support the principal permitted uses specified in paragraph A;
- D. Professional services and retail uses in support of primary permitted uses including, but not limited to, eating establishments, banks and savings and loans, venture capital corporations, convenience retail uses, and day care centers;
- E. Open space and recreational uses;
- F. Utility and infrastructure support uses including roads, public facilities and institutional uses;
- G. Other uses reasonably related to the intended character of the Technology Center as approved by Declarant.

3.03 Permitted Uses (Area 2).

Uses permitted in Area 2 are the following:

- A. Laboratories, offices, and related facilities to accomplish research, development, testing and evaluation functions shall be permitted. This shall include the production and assembly of prototype products, pilot plants and maintenance facilities. The

following shall also be included: manufacturing, assembling, repair and service of electronic and fiber optic equipment, telecommunications, data processing equipment, medical, pharmaceutical, and aeronautic equipment;

- B. Administrative and professional offices including, but not limited to, engineering, planning and surveying facilities, corporate headquarters offices, regional sales and administrative offices, educational and technical training facilities, and professional offices;
- C. Incidental and ancillary uses which support the principal permitted uses specified in paragraph A;
- D. Professional services and retail uses in support of primary permitted uses including, but not limited to, eating establishments, banks and savings and loans, venture capital corporations, convenience retail uses, hotels, motels, and day care centers;
- E. Open space and recreational uses;
- F. Utility and infrastructure support uses including roads, public facilities and institutional uses;
- G. Other uses reasonably related to the intended character of the Technology Center that are determined by Declarant to be in conformance with the C-PB Zoning District regulations of the City of Las Vegas.

ARTICLE IV OWNERS ASSOCIATION

- 4.01 Formation. Declarant shall cause an Owners Association to be formed as a non-profit corporation under the laws of the State of Nevada under the name of Las Vegas Technology Center Owners Association (or similar name if such name is not available).
- 4.02 Purposes. The Owners Association shall have as its purposes the performance of the duties and obligations imposed upon, and the exercise of the rights granted to the Owners Association by this Declaration, including, but not limited to, the collection of regular maintenance charges and special assessments imposed by this Declaration, administration of the Maintenance Fund and Special Assessment Fund, maintenance of the Maintenance Areas, review and approval of development proposals on building sites within the Technology Center, and such other purposes as are stated in the Articles of Incorporation and Bylaws of the Owners Association consistent with the provisions of this Declaration.

4.03 Members. Each Owner (defined by Article II), whether one or more persons or entities shall, upon and by virtue of becoming such Owner, automatically become a Member of the Owners Association and shall remain a Member thereof until such ownership (or ground lease, if applicable) ceases for any reason, at which time such Owner's membership in the Owner's Association shall automatically cease. Each Owner's membership in the Owner's Association shall be appurtenant to and shall automatically follow the ownership interest in a parcel (whether a fee title owner or as holder of the Lessee's interest under a ground lease) and may not be separated from such ownership.

4.04 Voting Rights. The Owner's Association shall have two (2) classes of voting membership.

Class A:

Class A shall be all the Members of the Owners Association except for Declarant. Each Class A member shall be entitled to one (1) vote for each 40,000 (forty thousand) square feet of land (not including any fractional portion thereof) within the Property in which such member holds an ownership interest required by this Declaration for membership in the Association. When more than one person holds such interest or interests in any one portion of the property, all such persons shall be members and the vote(s) for such portion of the property shall be exercised as such Persons, among themselves, determine, provided, however, that in no event shall more than one vote be cast with respect to each 40,000 (forty thousand) square feet of land within the property owned or held collectively by such persons.

Class B:

The Class B members shall be Declarant. The Class B member shall be entitled to four (4) votes for each 40,000 (forty thousand) square feet of land within the property in which it holds the ownership interest required by this Declaration for membership in the Owners Association, provided, however, that there shall not be any Class B vote with respect to property concerning which a lessee, pursuant to a ground lease, is entitled to a Class A vote or votes. The Class B membership shall cease and become converted to Class A membership when the total number of outstanding votes held by all Class A members equals the total number of outstanding votes held by the Class B member. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each 40,000 (forty thousand) square feet of land within the property in which it holds the membership interest required by this Declaration for membership in the Owners Association.

A Member shall not be entitled to vote in any election or concerning any action submitted to the Members for their vote during any period in which any fees or assessments provided for in or pursuant to this Declaration (or otherwise properly imposed by the Association) are delinquent with respect to any portion of the Property owned or held by

such Member. The area contained in any street or roadway dedicated to any governmental entity shall not be included in the determination of area of land for purposes of establishing voting rights and no such governmental entity shall have any membership or voting rights with respect to such area.

- 4.05 The Board. The affairs of the Owners Association shall be managed by the Board, which shall consist of five (5) members (sometimes referred to herein as "directors"), none of whom shall be required to be Members or Owners. The initial members of the Board shall be selected by Declarant and named in the Articles of Incorporation of the Association. Said initial members of the Board shall hold office until the first annual meeting of the Members (which shall occur during calendar year 1991), and thereafter until their successors are duly elected and qualified. At the annual meeting of Members held in calendar year 1991, the Members shall elect three (3) members of the Board for terms of two (2) years each, and two (2) members of the Board for terms of one (1) year each. Thereafter, except as provided in the following two sentences, all members of the Board shall be elected for terms of two (2) years each. Any vacancy, from whatever cause, occurring on the Board shall be filled by appointment made by the majority vote of the remaining members of the Board, and if there be no remaining members of the Board, a special meeting of the Members shall be called to fill such vacancies. The person appointed by the remaining members of the Board (or by vote of the Members at a special meeting, if applicable) to fill such vacancy shall serve for the remainder of the unexpired term of said person's predecessor, and thereafter until his successor is duly elected and qualified. Directors shall receive no compensation for their services, but, by resolution of the Board, a director may be reimbursed for reasonable expenses and costs incurred by him in carrying out his duties. The Board shall have the power to enact any rules, bylaws, procedures and regulations not inconsistent with this Declaration, including, but not limited to, election of a chairman, delegation of powers, appointment of committees and adoption of rules of procedure, in order to carry out its business.

- 4.06 Director, Officer and Committee Member Liability. No director or officer of the Association, and no member of any committee of the Association including, but not limited to the Architectural Review Committee (the Committee), shall be personally liable to the Owners, Declarant or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence or nonfeasance) arising out of or in connection with the approval or disapproval or failure to approve any plans submitted pursuant to this Declaration, except for willful misconduct. Every person who submits any plans to the Committee for approval as herein provided agrees by submission of such plans, and every Owner or Person claiming by or through an Owner agrees by acquiring its interest in any part of the Property or any interest in the Property, that it will not bring any action or suit against the Association or the Committee, or any one or more of them,

their respective agents, employees, members, successors or assigns, to recover any damages arising in connection therewith. The Association shall indemnify and hold harmless the directors and officers of the Association and the members of any committee of the Association, and the members of any committee of the Association (including, but not limited to, the Committee) and their respective heirs and legal representatives, against all contractual and other liabilities to others arising out of (a) contracts made by the directors or officers on behalf of the Owners or the Association, or (b) acts or omissions of the directors or officers and/or of such committee members, or (c) their status as directors, officers or committee members, unless any such contract, act or omission constitutes willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, against any such director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to: (a) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such director, officer or committee member; or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by the Board, there is no reasonable ground for such person being adjudged liable for willful misconduct in the performance of his duties as such director, officer or committee member. The indemnification provided for herein shall be subject to any applicable requirements of Nevada Revised Statutes (NRS).

ARTICLE V ASSESSMENTS

- 5.01 Maintenance Fund; Special Assessment Fund. All funds collected by the Association from the maintenance charges provided for in this Article, together with all funds collected by the Association from any maintenance charge imposed by any supplement or amendment to this Declaration on any real property hereafter added to the Property, and all funds collected for maintenance purposes by the Association pursuant to any separate contract or agreement with an owner of any portion of the Property, shall constitute and be known as the "Maintenance Fund." All funds collected by the Association from any special assessment provided for in Section 5.04 below, together with all funds collected by the Association from any special assessment (if any) imposed pursuant to any supplement or amendment to this Declaration on any real property hereafter added to the Property, and all funds (if any) collected other than for regular maintenance purposes by the Association pursuant to any separate contract or

agreement with an Owner of any portion of the Property, shall constitute and be known as the "Special Assessment Fund."

The Maintenance Fund shall be held, used and expended by the Association, in its sole discretion, for the common benefit of all Members for any or all of the following purposes: the repair, maintenance, preservation, beautification, upkeep and replacement of Maintenance Areas; the repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes; mosquito and insect control within the Property; the maintenance of a security patrol or other security measures (if any) deemed appropriate by the Board; payment of legal and other expenses incurred in connection with the enforcement of all charges, assessments, covenants, conditions and restrictions affecting the Property or any portion thereof; the restoration of funds necessary to make up any anticipated deficit for the previous fiscal year; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and of any special assessment; and doing such other things and taking such other actions as are necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered by the Board to be of general benefit to the Owners or necessary or advisable in fulfilling the purpose of the Association, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The Board may, in its sole discretion, give one or more of the purposes set forth in this Section 5.01 preference over other purposes, and all expenses incurred and expenditures and decisions made by the Board in good faith shall be binding and conclusive on all Members.

In the event Declarant shall designate for the common use and benefit of all the Owners facilities which are situated on property owned by or made available to Declarant (or affiliated or subsidiary entities), but which facilities have not then been added or annexed to the Property pursuant to Article XVII below, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for repair, maintenance, upkeep, beautification, improvement or replacement of such facilities as the Board shall determine, in its sole discretion; provided, however, said facilities shall not be more than one-fourth (1/4) of a mile from a boundary of the Property. Further, if all or any of such facilities situated on property which has not then been added or annexed to the Property pursuant to Article XVII below also are for the use and benefit of persons or entities other than the Owners, the Association shall have the right and authority to enter agreements with other Persons enjoying the use and benefit of such facilities (or their designees), in such instances and on such terms as the Board may deem appropriate and acceptable, obligating the Association to contribute, from the Maintenance Fund, a rateable portion of the amounts necessary from time to time to provide for the repair, maintenance, upkeep, beauti-

fication, improvement or replacement of such facilities, and providing for other agreements relative to the use and enjoyment of such facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto. As a condition to the approval and/or recordation of any plat(s), replat(s) or map(s) in connection with the Property, Declarant may be required to dedicate and grant to Clark County Regional Flood Control District (or other governmental authorities) an easement over certain portions of land within the Property for purposes of on-site drainage water and flood detention. In connection with the granting of said easements, Declarant may reserve to itself and/or to the Association certain rights relating to supplementing the maintenance, security, landscaping and beautification of such areas to be conducted by the Flood Control District in order to protect the aesthetic appearance of the Property. In this regard, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for repair, maintenance, upkeep, security, beautification and improvement of such areas as the Board shall determine, in its sole discretion.

- 5.02 Covenants for Assessment. Subject to the limitations contained in this Section 5.02, each square foot contained within the Property (exclusive of any portion thereof which is located within a dedicated right-of-way or is otherwise owned by Declarant and not subject to a ground lease) is hereby severally subjected to and impressed with (a) a regular annual maintenance charge herein sometimes referred to as "maintenance charge") in the amount of one cent (\$0.01), which shall run with the land and is subject to increase or decrease and payable as provided in Section 5.03 below, and (b) special assessments as provided for (and subject to the conditions and limitations provided for) in Section 5.04 below.

Each Owner of any portion of the Property, other than Declarant (and including Declarant with regard to any parcel upon which Declarant has constructed, and obtained a certificate of occupancy for, a building to be occupied by Declarant), by his or its claim or assertion of ownership or by accepting a deed or ground lease to any such portion of the Property, whether or not it shall be so expressed in such deed or ground lease, is hereby conclusively deemed to covenant and agree as a covenant running with the land, to pay to the Association each and all of the charges assessed against such portion of the Property and/or assessed against such Owner by virtue of his or its ownership, as the same shall become due and payable with demand. The maintenance charge and special assessment charge herein provided for shall be personal obligations of the Owner to the extent that such charges have accrued during said Owner's period of ownership. Said charges shall also be a charge and a continuing lien upon the portion of the Property to which they relate together with all improvements thereon, as hereinafter more particularly stated. No Member shall be exempt or excused from paying any charges otherwise owing by abandonment of the portion of the Property owned by him or it, or by non-use of any services or facilities furnished, pro-

vided and maintained by the Association.

It is hereby acknowledged that, depending on the manner in which each portion of the Property is ultimately developed, the services provided by the Association which relate to each portion of the Property may vary in value and kind. Therefore, notwithstanding anything herein to the contrary, the Board may, in its discretion and considering such facts as it deems pertinent relative to the relationship of the Association to each portion of the Property and to any Owner, provide by written agreement with an Owner for maintenance charges and assessments on any portion of the Property owned (or leased pursuant to a ground lease) by such Owner which differs in amount, basis or method of computation of that provided in this Section 5.02.

- 5.03 The Annual Maintenance Charge. The annual maintenance charge provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board, which shall in no event be earlier than January 1, 1988. The maintenance charge and assessment for each calendar year shall be payable in such installments and on such dates as shall be fixed by the Board, which may provide that the maintenance charge and assessment for a calendar year be paid in equal monthly, quarterly, or semi-annual installments over such year, provided, however, that upon the purchase of ground lease of a portion of the Property, the Owner so acquiring such portion of the Property shall be obligated to pay to the Association that pro rata part of the full annual maintenance charge that could have been assessed on such portion of the Property which bears the same ratio to said full annual maintenance charge as the number of full calendar months remaining in the calendar year of purchase or lease bears to twelve (12) and which shall be payable in full upon such acquisition or in equal monthly, quarterly or semi-annual installments over the balance of the calendar year of purchase or lease, as the Board may determine.

The Board may decrease or increase the amount of the annual maintenance charge provided for herein at any time (but not more than twice in any calendar year) by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge shall become effective prior to the expiration of ninety (90) days from the date of its adoption, and each Owner subject to such assessment shall within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Directors which fixes the rate (i.e., the amount of the annual maintenance charge per square foot of land subject to assessment within the Property) at which the annual maintenance charge will be assessed at an amount (a) in excess of the sum of the maximum rate at which the annual maintenance charge could have been assessed (under the terms hereof) in the next previous year plus ten percent (10%) of such previous maximum rate, or (b) which is ten percent (10%) less than the previous year's annual

maintenance charge, shall become effective unless and until such resolution is ratified either (a) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the total land area within the Property, if no meeting of the membership is held for ratification, or (b) by the assent of fifty-one percent (51%) of the Members present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum (hereinafter defined) is present. No increase or decrease in the annual maintenance charge shall take effect retroactively. If any resolution of the Board which requires ratification by the assent of the Members above provided shall fail to receive such assent, then the amount of the annual maintenance charge last in effect shall continue in effect until duly changed in accordance with the above provisions.

- 5.04 Special Assessments. The Board may from time to time, but not more frequently than once in any calendar year, and in an amount not to exceed the maximum permitted annual maintenance charge for the previous calendar year, by the adoption of a resolution for such purpose, subject to ratification by the Members as hereinafter provided, levy and impose upon such portions of the Property which are subject to the annual maintenance charge a special assessment for a specific amount, which shall be equally allocated to each square foot of land in said Property to create the Special Assessment Fund to be used for purchasing equipment or facilities for any Maintenance Areas in the Property and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such Maintenance Areas, including without limitation fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it must be ratified either (a) by the assent in writing of the Members who in the aggregate then own at least two-thirds (2/3) of the total land area within the Property, if no meeting of the membership is held for ratification, or (b) by the assent of two-thirds (2/3) of the votes of the Members who are present and voting in person or by proxy at a special meeting of the Members called for this purpose. The Owner of each portion of the Property subject to such assessment shall pay his or its special assessment to the Association at such time or times and in such manner as provided in such resolution.

- 5.05 Notice and Quorum at Meeting of Members Under Sections 5.03 and 5.04. Written notice of any meeting called for the purpose of taking any action required or authorized under Section 5.03 or Section 5.04 hereof shall be sent to all Owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members (in person or by proxy) entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall

be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- 5.06 Fixing of Amounts and Dates; Certificates. The Board shall fix for each calendar year the date(s) upon which annual maintenance assessments (or installations thereof) are to be paid and the amount of the assessment against the Property for such year, at least thirty (30) days in advance of such date(s) and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Declarant and/or any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, at any time, within ten (10) days following demand therefor, furnish to any Owner subject to assessment a certificate in writing signed by an officer of the Association, setting forth whether the assessments required hereunder to be paid by such Owner have been paid.
- 5.07 Liens to Secure Assessments. The annual maintenance charge and special assessment charge, as hereinabove provided for, shall constitute and be secured by a separately valid and subsisting lien, hereby created and fixed, which shall exist upon and against each portion of the Property and all improvements thereon, for the benefit of the Association and all Members. Subject to the condition that the Association be made a party to any legal proceeding to enforce any lien hereinafter provided to be superior thereto, the lien hereby created shall be subordinate and inferior to:
- A. All liens for taxes or special assessments levied by any applicable city, county or state governments, or any political subdivision or special district thereof; and,
 - B. All liens securing amounts due or to become due under any ground lease dated, or any mortgage or vendor's lien recorded with the Recorder, prior to the date payment of any such charges or assessments become due and payable, and any foreclosure of any such superior lien (or exercise of any power of sale contained in any mortgage or other security instrument), or through other legal proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing annual maintenance charges and special assessments which became due and payable prior to the date upon which such foreclosure or sale has been completed or final judgment shall have been entered in such other legal proceedings (and all rights of appeal therefrom shall have expired), but no such foreclosure shall free any portion of the Property from the lien securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay any such maintenance charges or special assessments which become due and payable prior to the date upon which such foreclosure or sale has been completed or final judgment shall have been entered in such other legal proceedings

(and all rights of appeal therefrom shall have expired), be extinguished by any such foreclosure.

- 5.08 Effect of Non-Payment; Collection and Enforcement. If any annual maintenance charge or special assessment is not paid within thirty (30) days following the due date thereof, the same shall bear interest from the due date until paid at a rate equal to two percent (2%) per annum plus the per annum prime rate of interest quoted from time to time at Valley Bank of Nevada, or its successor, and if any such charges or assessments are placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the total amounts owing (including interest), as attorneys' fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection of any and all such amounts and/or for foreclosure of such liens. All such actions may be instituted and brought in the name of the Association. The procedures for establishing and enforcing liens shall be those set forth in NRS 278A.150 and 278A.160, as said provisions may be amended from time to time.

Each Member, by his assertion of title of claim or ownership or by his acceptance of a deed or ground lease to any portion of the Property, whether or not so provided in such deed or ground lease, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or the enforcement and foreclosure of the liens securing the same.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

- 6.01 Appointment of Architectural Review Committee. Declarant shall initially appoint an Architectural Review Committee which shall consist of not less than three (3) persons who need not be members of the Association. Declarant shall retain the right to appoint, augment, or replace members of the Architectural Review Committee until ten (10) years after the date of the recording of this Declaration or until ninety percent (90%) of the lots within the property are conveyed to Owners other than Declarant, whichever first shall occur. Ten (10) years after the date of the recording of this Declaration, or when ninety percent (90%) of the lots within the Property are conveyed to Owners, whichever first shall occur, the right to appoint, augment or replace members of the Architectural Review Committee shall automatically be transferred to the Board.

6.02 Approval and Conformity of Building Plans.

The Architectural Review Committee shall be responsible for determining that development plans conform to the Design and Development Standards referred to in Article VIII and to any supplemental standards which the Board from time to time may adopt.

Except as otherwise provided in Section 6.04, the following procedures and limitations shall apply to all development on the Property:

- A. No building, fence, wall or other structure shall be commenced, erected or maintained on the Property nor shall there be any additions, deletion or change in the exterior of structures or improvements, unless plans and specifications have been submitted to and approved by the Architectural Review Committee.
- B. The address of the Architectural Review Committee shall be the principal office of the Association as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where a current copy of the Design and Development Standards are kept.
- C. Unless such rules regarding submission of plans as set forth in Article VII are complied with, such plans and specifications shall be deemed not submitted.
- D. The Architectural Review Committee may delegate plan review responsibilities to two or more members of such Architectural Review Committee. Upon such delegation, the approval or disapproval of plans or specifications by such persons shall be deemed equivalent to approval or disapproval by the entire Architectural Review Committee. The approval or disapproval of plans or specifications shall take not longer than forty-five (45) days after said plans or specifications are submitted to the Architectural Review Committee for review.
- E. Time limitations for the completion of any architectural improvements for which approval is required pursuant to the Design and Development Standards shall be adhered to.

6.03 Appeal. In the event plans and specifications submitted to the Architectural Review Committee in accord with the provisions of Article VII are not approved, the party or parties making the submission may appeal in writing to the Board. The written request must be received by the Board not less than thirty (30) days following the final decision of the Architectural Review Committee. Within thirty (30) days following receipt of the request for appeal, the Board shall render a decision on the appeal. Failure of the Board to render a decision within said thirty (30) days shall be deemed a decision in favor of the appellant.

6.04 Non-Applicability to Declarant. The provisions of this Article and

Article VII shall not apply to any property owned by Declarant prior to its first conveyance by deed or leasehold to a person other than Declarant.

- 6.05 Architectural Review Fees. The Architectural Review Committee may establish a reasonable fee not to exceed \$500.00 (Five Hundred Dollars) to defray costs in connection with the review of plans and specifications.

ARTICLE VII SITE PLAN REVIEW PROCEDURE

- 7.01 Predesign Conference. (First Meeting) Prior to committing to any lot or building design, the Owner and any of Owner's professional consultants will meet with the Architectural Review Committee to review the design standards and the Owner's proposed design.

At this meeting the Owner shall be expected to outline to the Architectural Review Committee, as much as possible, the project in terms of its land use, building size, building mass arrangement, number of potential employees, kinds of projects, material use expected (especially any hazardous materials), and proposed construction timetable.

- 7.02 Schematic Plan Review. (Second Meeting) At this stage Owner will be responsible for submitting three (3) sets of preliminary schematic Site Plans detailing the following Lot and Building information:

- A. Owner's name, address, and telephone number(s), the name, address, and telephone number of the firm(s) preparing the plans, the Lot designation, the scale and north arrow, the date, legal description of net and gross lot area, and the date of submission;
- B. Location plan of the proposed Improvements, dimensions of front, side and rear yards and other related site development information and calculations;
- C. Preliminary plan identifying type and style of all exterior lighting systems and methods for screening any visually objectionable external apparatus, i.e. electrical switch gear, gas meters, water meters, transformers;
- D. Landscape and irrigation plan identifying proposed plant material and and water sources;
- E. Parking lot and service area (including trash container areas) layout plans;

- F. Elevations of buildings from all public or private thoroughfares at an appropriate scale sufficient to clearly indicate the placement and massing of the buildings. The following building details shall also be provided:
 - 1. Heights of all improvements. The final submission shall indicate, by two dimensional drawing and graphic representation, the mounting heights of all lighting fixtures;
 - 2. Windows, doors, and other fenestrations;
 - 3. All exterior materials and colors;
 - 4. Type and construction of materials to be used in screening roof mounted equipment.
- G. Exterior sign location plan, at an appropriate scale. (The final submission shall include details for all signs and graphics;)
- H. A preliminary ingress and egress traffic plan showing anticipated number and types of vehicles entering the property;
- I. Pedestrian pathway connections to adjacent common area pedestrian pathway(s).

7.03 Site Plan Review and Approval. Based on approval of previous concept designs, Owner shall submit to the Architectural Review Committee a detailed site plan utilizing a format containing 24" by 36" or 30" by 42" presentation quality originals or reproductions, mounted on rigid foam core boards, matted. The site plan submittal shall be in accordance with the requirements outlined below:

- A. A Site Plan sheet showing the relationship of the building's location on a particular lot relative to existing and proposed topography, landscaping, drainage, etc.;
- B. A sheet showing the front, rear and side elevations and heights of the proposed building(s);
- C. A colored perspective rendering of the building showing general character of the structure (height, building mass, colors, and building landscape materials proposed);
- D. Design development level building plans, including finished floor plans and elevations and cross sections;
- E. A cross section of the lot at a scale of one inch to twenty feet (1" = 20') in longitudinal and transverse directions, indicating the relationship of the building and parking lots and major grading to the street, adjacent properties and major landscaping. The Site Plan and sections will be sufficiently accurate to permit analysis of visual screening, ero-

sion control, drainage, tree protection, and landscape architectural design;

- F. Colorboards and material samples of all exterior building materials to be utilized showing textures, colors, fenestration, and other detailing necessary for actually depicting the finished building and its lot;
- G. Detailed drawings showing the proposed design of all exterior signs, including elevation, dimensions, location, material, lettering, color, and lighting. This would include drawings depicting the design of the main entrance onto the lot;
- H. A report detailing the operation relative to environmental questions of noise, odor, glare, vibration, smoke, dust, ashes, radiation, hazardous or noxious wastes, and any other factors requested by the Owner;
- I. Right-of-way lines of existing and proposed streets and sidewalks immediately adjoining and within the proposed lot, and the names of all proposed streets (if applicable);
- J. Location of curb cuts for applicant's lot;
- K. Location of curb cuts for adjacent lots;
- L. A plan for traffic engineering showing anticipated number and types of vehicles and how they will be routed, including location, dimension and proposed use of all parking, loading, and stacking areas and access drives;
- M. Utilities plan showing sanitary sewer, water (including location of fire hydrants), electric, telephone, industrial waste disposal method, and exterior building, parking lot and exterior lighting systems. Utilities plan showing any visible external apparatus, i.e. electrical switch gear, gas meters, water meters, transformers, including proposals to shield or screen such visually objectionable improvements;
- N. Landscape and irrigation plan showing existing and proposed plant material indicating quantity, quality, species and sizes for the plant material, and water sources for all planted areas, and demonstrating a design that does not permit overspray or runoff onto the streets or sidewalks. Indicate locations and approximate sizes for backflow preventer(s) and irrigation controller(s);
- O. Location of all common areas;
- P. Location of all lighting facilities, fences, street furniture and directional signs;
- Q. Existing and proposed water courses and direction flow;

- R. A clearing, grading and drainage plan showing clearing limits, existing and finished grades and proposed methods of handling storm runoff from roof and paved areas with erosion control measures indicated;
- S. Storm drainage calculations by a person licensed to design a storm drainage system;
- T. Height, building elevations, floor plans, and proposed use of all improvements;
- U. Roof plan at an appropriate scale, indicating the location and size of all roof-mounted equipment;
- V. Such other reasonable information as may be required by Architectural Review Committee.

Approval, rejection or recommendation of the Site Plan by Architectural Review Committee shall not be unreasonably withheld. The Architectural Review Committee reserves the right to request a meeting with the applicant or the applicant's architect to discuss the design at this stage.

- 7.04 Working Drawings and Construction Specifications. Upon final Site Plan approval from the Architectural Review Committee, the Owner will be responsible for submitting building plans, structural calculations and soils reports to the City of Las Vegas for review and approval as to conformance with applicable codes. Upon approval of the building plans and specifications, a building permit will be issued by the City of Las Vegas.

The Owner, prior to the start of construction, shall submit three (3) sets of its final required working drawings and construction specifications to the Architectural Review Committee to insure adherence to the previously approved Site Plan design.

The Architectural Review Committee shall return to the applicant one complete set of drawings and specifications marked "approved" and signed by the Architectural Review Committee.

Each Owner shall have produced and maintain, on site, reproducible "as built" record drawings of all permanent on site improvements including but not limited to site, utilities, landscape/irrigation, architectural, mechanical, electrical and structural designs. All record drawings shall be kept current by adding any subsequent modifications to the on site facilities and shall remain with the facilities.

ARTICLE VIII
DESIGN AND DEVELOPMENT STANDARDS

- 8.01 Standards. The Design and Development Standards are incorporated herein as Exhibit F. The Board may adopt from time to time such additional standards relating to design and development as it deems appropriate.

Each and every development or improvement (or portion thereof) within the Property shall conform to all such design and development standards as are applicable. Variances from such standards may be granted by the Board on such terms as it deems appropriate.

ARTICLE IX
ENVIRONMENTAL PROTECTION

- 9.01 Intent. It is the intent of this Article to provide that all permitted activities within the boundaries of the property shall be established and maintained with proper appearance from all adjacent public rights-of-way and from adjoining properties. Further, all uses permitted to exist within the Property shall control on-site noise, odor, glare, vibration, smoke dust, liquid wastes, radiation, radioactivity, toxic materials, and other factors considered to be offensive or safety hazards to the standards contained in this Article. In addition to the Environmental Performance Standards contained in this Declaration, all Local, State and Federal regulations shall be followed, including standards established by the Clark County District Board of Health.

- 9.02 Measurement. Each measurable standard shall be measured on a regular basis or when deemed appropriate by the Board of Directors of the Association. Measurements shall be made by trained professionals, using the appropriate testing equipment, and retained by such Board for monitoring purposes.

- 9.03 Standards.

- A. Noise. Noise shall be measured on each Lot Line of the Lot. Noise shall be muffled so as not to become objectionable due to intermittence, beat frequency, shrillness or intensity. At the Lot Line the sound pressure level of noise radiated continuously from a facility shall not exceed the values given in Tables 9-1 and 9-2 in any octave band frequency. The sound pressure level shall be measured with a Sound Level Meter and an Octave Band Analyzer that conforms to specifications published by the American Standards Association. (American Standard Sound Level

9 2 0 2 1 0 0 1 1 1 5

Meters for Measurement of Noise and Other Sounds, 2224.3 - 1944,
and American Standard Specifications for Octave-Band Filter Set
for the Analysis of Noise and Other Sounds, 24.10 - 1953,
American Standards Association, Inc., New York, New York, shall
be used, or any revised version thereof.)

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TABLE 9-1

Maximum permissible sound-pressure levels at specified points of measurement for noise radiated continuously from a facility.

<u>Frequency Band In Cycles Per Second</u>	<u>Decibel Level*</u>
20 - 75	69
75 - 150	54
150 - 300	47
300 - 600	41
600 - 1,200	37
1,200 - 2,400	34
2,400 - 4,800	31
4,800 - 10,000	28
10,000 - 20,000	26
20,000 - 30,000	25
30,000 - 40,000	24
40,000 - 50,000	23

*According to the following formula:

$$\text{Sound Pressure Level in Decibels} - P_1 - 10 \log_{P_2}$$

Where P_2 equals 0.0002 dynes/cm²

If the noise is not smooth and continuous, one or more of the corrections in Table 9-2 below shall be added to or subtracted from each of the decibel levels given above in Table 9-1.

TABLE 9-2

<u>Type Of Operation Of Character of Noise In Decibels</u>	<u>Correction</u>
Noise source operates less than 20% of any one (1) hour period	Plus 5*
Noise source operates less than 5% of any one (1) hour period	Plus 10*
Noise source operates less than 1% of any one (1) hour period	Plus 15*
Noise of impulsive character, (hammering, etc.)	Minus 5
Noise of periodic character, (hum, screech, etc.)	Minus 5

- B. Odors. Odors from any use shall not be discernible at any Lot Line.

The values given in Table III (Odor Thresholds), Chapter 5, "Physiological Effects," in the Air Pollution Abatement Manual, by the Manufacturing Chemists' Association, Inc., Washington D.C., copyright 1951, shall be used as standard in case of doubt concerning the character of odors emitted. In such case, the smallest value given in Table III shall be the maximum odor permitted.

- C. Glare. Glare, whether direct or reflected, such as from floodlights or high temperature processes, and as differentiated from general illumination, shall not be visible at any Lot Line.
- D. Exterior Lighting. Any light used for exterior illumination shall direct light away from adjoining properties.
- E. Vibration. Vibration shall not be discernible, at any Lot Line, to the human sense of feeling for three (3) minutes' or more duration in any one (1) hour. Vibration shall not produce at any time an acceleration of more than one-tenth (0.1) gravities or shall not result in any combination of amplitudes and frequencies on any structure beyond the "safe" range of Table 7, United States Bureau of Mines Bulletin No. 442, "Seismic Effects of Quarry Blasting." The methods and equations of said Bulletin No. 442 shall be used to compute all values for the enforcement of this provision.
- F. Smoke. Measurement shall be at the point of emission. The Ringleman Smoke Chart published by the United States Bureau of Mines shall be used for the measurement of smoke. Smoke not darker or more opaque than Number 1 on said chart may be emitted for periods not longer than four (4) minutes in any thirty (30) minutes. This provision, applicable to visible gray smoke, shall also apply to visible smoke of a different color but with an equivalent apparent opacity.
- G. Dust. Solid or liquid particles shall not be emitted at any point in concentration exceeding three-tenths (0.3) grains per cubic foot of the conveying gas or air. For measurement of the amount of particles in gases resulting from combustion, standard corrections shall be applied to a stack temperature of five hundred (500) degrees Fahrenheit and fifty percent (50%) excess air.
- H. Gases. Fumes or gases shall not be emitted at any point in concentrations or amounts that are noxious, toxic, or corrosive. The values given in Table V ("Exposures to Substances Causing Injury to Vegetation") in the latest revision of Chapter 5, "Physiological Effects," in the Air Pollution Abatement Manual, by the Manufacturing Chemists' Association, Inc., Washington, D. C., and the Ambient Air Quality Standards of the Clark County District Board of Health in the Air Pollution Control Regulations dated October 25, 1979, or revised thereafter, are hereby

established as guidelines for the determination of permissible concentration or amounts.

- I. Hazards. Any research operation shall be carried on with reasonable precautions against fire and explosion hazards. All areas inside and outside of Buildings shall conform to all City fire codes.
- J. Radiation. Research operations shall cause no dangerous radiation at any Lot Line or in any area where people outside Lot Lines could be expected as specified by the regulations of the United States Nuclear Regulatory Commission.
- K. Radioactivity. Operations shall cause no radioactivity at any Lot Line or in any area where non-employees could be expected in violation of Title 10, Chapter 1, Part 20, Code of Federal Regulation, "Standards for Protection Against Radiation," dated January 26, 1957, or any subsequent revision or amendment thereof.
- L. Electrical Radiation. Any electrical radiation shall not adversely affect at any point, any operations or any equipment other than those of the creator of the radiation. Avoidance of adverse effects from electrical radiation by appropriate single or mutual scheduling of operations is required.
- M. Waste. All sewage and industrial wastes shall be treated and disposed of in such manner as to comply with the water quality standards applicable to the classification assigned to the receiving waters by the State of Nevada and the City of Las Vegas. Approval of the Declarant of all plans for waste disposal facilities shall be required before the issuance of any Site Plan approvals.

ARTICLE X STORM DRAIN PROTECTION

Each lot shall discharge storm water run-off and other water run-off into the public storm drain system provided by Declarant. The Declarant may approve alternate methods of handling storm drain discharge.

ARTICLE XI MECHANICAL/ELECTRICAL EQUIPMENT AND UTILITIES

- 11.01 Utilities. Water mains, sanitary sewers, electric and telephone service shall be located underground in public rights-of-way or within

utility easements as approved by Declarant. Owners shall coordinate utility hookups to industrial lots within the property.

- 11.02 Mechanical/Electrical Equipment. Mechanical, electrical, HVAC, cooling fans, storage tanks, communication towers, satellite dishes, vents, or any other structures or equipment shall either be made architecturally compatible with the primary structure on a lot or shall be screened from public view, at the discretion of the Architectural Review Committee.

ARTICLE XII OUTDOOR STORAGE AND FENCING

No outside storage or operations of any kinds shall be permitted in any required yard setback, nor storage on any other lot area unless properly screened. The area used for storage shall be limited to the rear one half of each lot, exclusive of rear yard setbacks. All fire and hazard regulations must be followed regarding inside and outside storage.

Outside storage areas shall be screened by fences, walls, vegetation or any effective combination thereof. Such screening shall be at least six (6) feet but not more than eight (8) feet in height and shall effectively screen the material or equipment being stored. All fences and walls shall be constructed in a manner and with materials in keeping with the design and color of the buildings on the site. All walls and fences will be opaque, preventing any viewing inside the storage area from adjacent streets or parcels. If vegetation buffers are used, they shall be so constructed to meet the same standards for screening as a wall or fence.

All fences adjacent to streets shall be set back a minimum of sixteen (16) feet from the property line. Sidewalks along the property line shall be a minimum of six (6) feet wide. Landscaping shall be planted along interior of sidewalks according to standards designated in the Design and Development Standards and shall be a minimum of ten (10) feet wide. Undulating berms shall be constructed in front of walls that are erected next to a street. Fences that are adjacent to streets shall be constructed in a manner and of a material that is aesthetically appealing, including decorative block, stucco, brick, and other similar materials, but excluding plain face concrete/cinder block. When a plan is reviewed and approved by the Architectural Review Committee (ARC) which includes a fence on a portion of the lot facing a street, the ARC may, at its discretion, approve a modification to the parking setback requirements and permit that parking be adjacent to the fence. When a fence is erected along an interior lot line, the fence may be constructed to the lot line and the required landscape may be inside the fence. Landscape areas shall be no less than ten (10) feet wide. Parking spaces may be designed to abut the landscape area subject to the approval of the ARC.

Trash enclosures, regardless of size, shall be of block wall construction or equivalent on three (3) sides and of adequate height to screen all trash receptacles. All sides of such enclosures shall be finished in a material, texture, and color in keeping with the building(s) on the site. The remaining side of the enclosure, which will not be visible from adjoining streets or parcels, shall be screened and/or gated to effectively block visual access into the enclosure, except during trash collection. This screening and/or gate will be in a material and color in keeping with the building(s) on the site.

ARTICLE XIII
BUILDING CODE COMPLIANCE

Each Owner shall comply with all applicable City, County, State, and Federal codes, regulations and ordinances.

ARTICLE XIV
CONSTRUCTION REGULATIONS

- 14.01 Intent. Development of the Center is expected to take several years to complete. In order to maintain an attractive setting during the extended construction period, the following special criteria shall be imposed to ensure that maximum environmental and visual protection is provided.
- 14.02 Equipment Access. Street access to each lot shall be limited to one location approved by Declarant. Mud, dirt, and debris deposit on any street at the access point shall be washed or removed daily to avoid compaction and damage to improvements inside the right-of-way.
- 14.03 Temporary Structures. Temporary structures, portable offices, and other related facilities shall be maintained in good repair and arranged in a compact and organized manner on the Lot. These facilities shall be situated so as not to be obtrusive or unsightly when seen from the street or adjacent properties. Location shall be submitted and approved as part of the Site Plan review process. All temporary structures shall be disassembled and removed not more than sixty (60) days after the construction of permanent structures has been completed.
- 14.04 Temporary Utilities. All temporary utilities on the construction lot shall be contained in a single, unobtrusive arrangement. Distribution to the various areas of construction shall be from an on-site location, approved by Declarant.

- 14.05 Equipment and Materials Storage. The area designated for storage of equipment and materials shall be at a location that shall be visually unobtrusive from the street and adjacent properties. Mobile equipment is to be arranged in an orderly manner at the end of each work day.
- 14.06 Construction Debris. Construction debris shall be concealed during construction by locating it in a visually screened place until it is removed on a regular basis. If a debris pit is used during construction, protective fencing shall be required. Burial of debris will not be permitted.
- After construction is completed, temporary barriers, surplus materials, and all trash, debris, and rubbish shall be promptly removed from the Lot. All backfill shall be cleared of building material, stone, and rubbish.
- 14.07 Soil Stockpiling. Both topsoil and fill material stockpiled on the Lot shall be seeded or mulched and appropriately graded to avoid erosion. Stockpiles shall be maintained and kept weed-free.
- 14.08 Erosion and Siltation Control. Erosion and sedimentation control shall be required during construction. The controls shall be planned as an integral part of the construction operation. An erosion control plan shall be approved by Declarant prior to commencement of construction.
- 14.09 Notification Of Construction Or Similar Event. Any Owner or occupant who proposes to undertake a construction or similar event which may or will cause the disruption of utilities or free traffic movement, or which may or will restrict in some other manner the use of another's property, must first notify the Association in writing at least ten working days prior to the event, unless the event is of an emergency nature.

ARTICLE XV MAINTENANCE

- 15.01 General. Each Owner shall, at all times, keep his lot, buildings and related improvements in a safe, clean, and neat condition, and shall comply with all laws, ordinances, and regulations pertaining to health and safety. Each Owner shall provide for the timely removal of trash and rubbish from his lot.
- 15.02 Street Setback. Each Owner is required to maintain landscaping adjacent to a public or private street in accord with the landscape maintenance standards established by Declarant. This shall include, but is not limited to: regular irrigation, weeding, pruning, application of pesticides and fungicides as necessary, mowing of turf and regular feeding.

15.03 U.S. 95 Setback. Each Owner is required to maintain landscaping adjacent to U.S. 95 in accord with the landscape maintenance standards established by Declarant. These shall include but are not limited to: regular irrigation, weeding, application of pesticides and fungicides as necessary, pruning, mowing of turf, and regular feeding.

15.04 Maintenance Responsibilities. Table 15-1 delineates maintenance responsibilities within the Property.

TABLE 15-1

Facility to be Maintained	City of Las Vegas	Owners Association	Lot Owners	Other
A. Streets (Public)				
Median Landscaping/Hardscaping	X			
Street Paving & Striping	X			
Traffic Signals & Control Signs	X			
Street Signs	X			
Street Lights	X			
Tenaya Way Landscaping/Hardscaping				X
Sidewalks			X	
B. Utilities				
Major Water (In Streets or Public Easements)				(1)
On-Site Water			X	
Drainage	X			
Natural Gas				(2)
Electric				(3)
Telecommunications				(4)
Cable				(5)
C. Open Space/Amenity				
Common Open Space/Recreational Facilities		X		
Project Entry Signs		X		
Right-of-Way Fence Adjacent to U.S. 95		X		
D. On Parcel Landscaping Adjacent to U.S. 95				
			X	

Notes:

- 1) Water facilities within public rights-of-way and public easements shall be the responsibility of the Las Vegas Valley Water District.
- 2) Natural gas facilities within public rights-of-way and public easements shall be the responsibility of Southwest Gas Company.

- 3) Electrical facilities within public rights-of-way and public easements shall be the responsibility of the Nevada Power Company.
- 4) Telecommunications facilities in public rights-of-way and public easements shall be the responsibility of the Central Telephone Company of Nevada (CENTEL).
- 5) Cable facilities within public rights-of-way and public easements shall be the responsibility of the cable provider.

15.05 Enforcement. If any Owner fails to maintain his Lot or Parcel in accordance with the provisions of this Article in such manner as may be deemed necessary by the Board to preserve and protect the value and attractive appearance of the Property, the Board may give such Owner written notice stating with particularity the work or repair which the Board finds to be required and requesting the same be carried out or undertaken and diligently pursued within thirty (30) days from the giving of such notice. Should the Owner fail to carry out or undertake such maintenance and repair, the Association through its authorized agent or agents shall have the right and power to enter onto the Lot or Parcel and perform such care and maintenance without any liability to any person for wrongful entry, trespass or otherwise. The Owners of any part of the Property on which such work is performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of the Owner, and may be asserted as a lien against the Lot or Parcel on which said work was performed and otherwise enforced in all respects as provided in Article V for maintenance charges and special assessments.

ARTICLE XVI GENERAL PROVISIONS

16.01 Term. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, the Committee or the Owner or Owners of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded with the Recorder, and ending on January 1, 2038. Except as otherwise provided in this Declaration, during such initial term this Declaration may be amended or terminated only by an instrument (a) signed by the then Owners of not less than seventy percent (70%) of the total area, on a square footage basis, within the Property, and (b) recorded with the Recorder. Notwithstanding, and in addition to, the provisions of the preceding sentence, no amendment to this Declaration, during its initial term, concerning the following mat-

ters shall be effective unless it is first approved by the holders of first mortgages or deeds of trust that cover at least 70% of the total area, on a square footage basis, of those portions of the Property that will be affected by the amendment and are subject to a first mortgage or deed of trust:

- A. Common Areas
- B. Purposes of the Technology Center
- C. Member Voting Rights
- D. Assessments and Assessment Liens
- E. Property Maintenance Obligations

Upon the expiration of its initial term, this Declaration (as amended, if amended) and all of the provisions hereof, shall be automatically extended for successive periods of ten (10) years each. Except as otherwise provided in this Declaration, during such ten (10) year extension periods, this Declaration may be amended or terminated only by an instrument (a) signed by the then Owners of not less than seventy percent (70%) of the total area, on a square footage basis, within the Property, and (b) recorded with the Recorder.

16.02 Enforcement. Declarant, the Association, the Committee, and/or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set forth in this Declaration (or any supplement or amendment thereto), provided, however, that the failure or refusal of any such person to take any action to enforce any provision hereof shall not render such person liable in any manner for such failure or refusal. Failure or refusal of any Person entitled to enforce the provisions hereof to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of such Person's (or any other Person's) right to take enforcement action upon any subsequent breach or default.

16.03 Amendments by Declarant. Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and recorded with the Recorder for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or any Owner's Mortgagees.

16.04 Additional Restrictions. Declarant may impose additional restrictions upon any Parcel by appropriate provision in the deed or ground lease conveying or leasing such Parcel to an Owner (or, so long as Declarant owns the Parcel in question, by recording with the Recorder an instrument containing such additional restrictions), without

otherwise modifying the general plan set forth herein, and any such other restrictions shall inure to the benefit of and be binding upon the parties to such deed or ground lease (or the Owner(s) thereafter acquiring an interest in such Parcel) in the same manner as if set forth at length herein.

- 16.05 Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to differing or conflicting interpretation, that which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.
- 16.06 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.
- 16.07 Notices. Any notice required to be sent to any Owner or Declarant or any Ground Lessee under the provisions of this Declaration shall be deemed to have been properly given when delivered personally or mailed postage prepaid to the last address of such Person on file with the Association at the time of such mailing.
- 16.08 General and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.
- 16.09 Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.
- 16.10 Construction. This Declaration shall be construed in accordance with the laws of the State of Nevada.

ARTICLE XVII ANNEXATION

- 17.01 Right to Annex Land. During the initial term of this Declaration, Declarant shall have the right from time to time to annex additional land which is adjacent to the Property and to bring such land within the general plan and scheme of this Declaration. Said annexation shall be accomplished by recording a supplemental declaration which

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incorporates by reference the provisions of this Declaration, and establishes such additional covenants, conditions, restrictions and other limitations with respect to such additional land as Declarant, in its sole discretion, may deem appropriate.

[illegible]

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IN WITNESS WHEREOF, the City has caused this Third Amended Declaration to be approved this 19th day of SEPTEMBER, 1991.

CITY OF LAS VEGAS

By: *Jan Laverty Jones*
JAN LAVERTY JONES, MAYOR OK 9-24-91 RAW

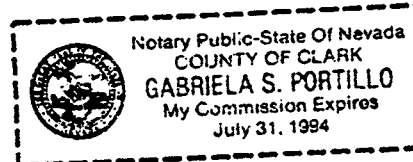
ATTEST:

Kathleen M. Tighe
KATHLEEN M. TIGHE, CITY CLERK

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this 24th day of September, 1991, personally appeared before me, a Notary Public, Jan Laverty Jones, personally known to me to be the Mayor of the City of Las Vegas, Nevada, a municipal corporation, who acknowledged that she executed the above instrument on behalf of said municipal corporation.

Gabriela S. Portillo
Notary Public In and For Said County
And State



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Recorder's Space

When recorded, mail to:

Richard Welch, Director
Department of Economic and Urban Development
CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, NV 89101

WJ/ND:c1
Rev.8/30/91
Attachments
3:CCRS

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No.90-09-12
REVISED

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 290-600-, 290-602- Document No.

Vesting:

Section: SEC. 15, T20S, R60E, M.D.M.
Street/Subdivision: LAS VEGAS TECHNOLOGY CENTER
CC & Rs AREA 1 & 2

Requested	eb	Written	rr-bb	Checked	mwb	Proofread	mwb
				9-18-90	9-18-90		9-18-90
REVISED	12-21-90		bb		bb-rr		bb-rr

AREA 1

Those portions of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portions of the LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, as shown on the plat thereof on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records, and the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, as shown on the plat thereof on file in Book 47 of Plats, Page 35 of Clark County, Nevada Records, described as follows:

All of Lot 4, Block 1 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 2 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 1 of said LAS VEGAS TECHNOLOGY CENTER.

EXCEPT THEREFROM that portion of said Lot 1, Block 1 of said LAS VEGAS TECHNOLOGY CENTER lying within Lot 4, Block 1 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

ALSO EXCEPT THEREFROM that portion of said Lot 1, Block 1 of the LAS VEGAS TECHNOLOGY CENTER, described by that certain ground lease dated January 29, 1986 as memorialized by that MEMORANDUM OF LEASE recorded March 26, 1986 in Book 860326 as Instrument No. 00249 of Clark County, Nevada Records and as amended by that certain FIRST MODIFICATION TO MEMORANDUM OF LEASE dated April 29, 1987.

All of Lot 1 Block 2 of said LAS VEGAS TECHNOLOGY CENTER.

EXCEPT THEREFROM that portion of said Lot 1, Block 2 of the LAS VEGAS TECHNOLOGY CENTER lying within Lot 1, Block 2 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

AREA 2

Those portions of Section 15, Township 20 South, Range 60 East, M.D.M. in the City of Las Vegas, County of Clark, State of Nevada, being portions of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, as shown on the plat thereof on file in Book 47 of Plats, Page 35 of Clark County, Nevada Records, AND that portion of the LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision as shown on the plat

thereof on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records, also being that portion of Block 7 as shown on the REVERSIONARY MAP OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER on file in Book 47 of Plats, Page 34 of Clark County, Nevada Records, described as follows:

All of Lot 1, Block 3 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 4 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 6 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 7 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

That portion of the Northeast Quarter (NE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, also being that portion of the LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision as shown on the plat thereof on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records, also being that portion of Block 7 as shown on the REVERSIONARY MAP OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER on file in Book 47 of Plats, Page 34 of Clark County, Nevada Records, described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter (NE 1/4) of said Section 15; thence along the North line of said Northeast Quarter (NE 1/4), North 89°59'07" East a distance of 103.88 feet; thence South 00°00'53" East a distance of 50.00 feet to the TRUE POINT OF BEGINNING on the South line of CHEYENNE AVENUE (50 feet wide) as shown on said plat of the LAS VEGAS TECHNOLOGY CENTER; thence along said South line of CHEYENNE AVENUE, North 89°59'07" East a distance of 534.87 feet to the Westerly Right-of-Way line of the US-95 Freeway (Project DE-0105(802)); thence along said Westerly Right-of-Way line, the following two (2) courses: 1) thence South 78°41'11" East a distance of 50.90 feet; 2) thence South 80°05'01" East a distance of 50.76 feet to the Easterly line of said LAS VEGAS TECHNOLOGY CENTER; thence along the Easterly line of said LAS VEGAS TECHNOLOGY CENTER, the following three (3) courses: 1) thence South 69°27'03" East a distance of 80.85 feet; 2) thence South 19°36'44" East a distance of 1178.84 feet; 3) thence South 13°40'05" East a distance of 910.36 feet; thence departing said Easterly line, South 84°52'23" West a distance of 801.91 feet to a nontangent curve concave Westerly and having a radius 901.78 feet, said curve being parallel with and distant 50.00 feet Easterly from the centerline of TENAYA WAY (80 feet wide) as shown on said plat of the LAS VEGAS TECHNOLOGY CENTER; thence parallel with said centerline of TENAYA WAY, the following four (4) courses: 1) thence from a tangent which bears North 05°07'37" West, Northerly along said curve, through a central angle of 14°48'49" an arc distance of 233.05 feet; 2) thence tangent to said curve, North 19°56'26" West a distance of 1346.74 feet to the beginning of a tangent curve concave Easterly and having a radius of 1084.69 feet; 3) thence Northerly along said curve, through a central angle of 19°59'33" an arc distance of 378.49 feet; 4) thence tangent to said curve, North 00°03'07" East a distance of 196.12 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 54.00 feet; thence departing said parallel line, Northeasterly along said curve, through a central angle of 89°56'00" an arc distance of 84.76 feet to the TRUE POINT OF BEGINNING.

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No.90-09-07

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 000-000-000

Document No.

Vesting:

Section: SEC. 15, T20S, R60E, M.D.M.

Street/Subdivision: LAS VEGAS TECHNOLOGY CENTER - CC & Rs AREA 1

Requested eb Written rr	Checked mwb,bb	Proofread <u>rr mwb</u>
9-17-90	9-14-90	9-17-90

Those portions of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portions of the LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, as shown on the plat thereof on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records, and the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, as shown on the plat thereof on file in Book 47 of Plats, Page 35 of Clark County, Nevada Records, described as follows:

All of Lot 4, Block 1 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 2 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 1 of said LAS VEGAS TECHNOLOGY CENTER.

EXCEPT THEREFROM that portion of said Lot 1, Block 1 of said LAS VEGAS TECHNOLOGY CENTER lying within Lot 4, Block 1 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

ALSO EXCEPT THEREFROM that portion of said Lot 1, Block 1 of the LAS VEGAS TECHNOLOGY CENTER, described by that certain ground lease dated January 29, 1986 as memorialized by that MEMORANDUM OF LEASE recorded March 26, 1986 in Book 860326 as Instrument No. 00249 of Clark County, Nevada Records and as amended by that certain FIRST MODIFICATION TO MEMORANDUM OF LEASE dated April 29, 1987.

All of Lot 1 Block 2 of said LAS VEGAS TECHNOLOGY CENTER.

EXCEPT THEREFROM that portion of said Lot 1, Block 2 of the LAS VEGAS TECHNOLOGY CENTER lying within Lot 1, Block 2 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 000-000-000

Document No.

Vesting:

Section: SEC. 15, T20S, R60E, M.D.M.

Street/Subdivision LAS VEGAS TECHNOLOGY CENTER - CC & Rs AREA 2

Requested eb Written rr Checked bb-mwb Proofread rr-mwb
9-12-90 9-18-90 9-18-90

REVISED 12-20-90 bb bb-rr bb-rr

Those portions of Section 15, Township 20 South, Range 60 East, M.D.M. in the City of Las Vegas, County of Clark, State of Nevada, being portions of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, as shown on the plat thereof on file in Book 47 of Plats, Page 35 of Clark County, Nevada Records, AND that portion of the LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision as shown on the plat thereof on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records, also being that portion of Block 7 as shown on the REVERSIONARY MAP OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER on file in Book 47 of Plats, Page 34 of Clark County, Nevada Records, described as follows:

All of Lot 1, Block 3 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 4 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 6 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

All of Lot 1, Block 7 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER.

That portion of the Northeast Quarter (NE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, also being that portion of the LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision as shown on the plat thereof on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records, also being that portion of Block 7 as shown on the REVERSIONARY MAP OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER on file in Book 47 of Plats, Page 34 of Clark County, Nevada Records, described as follows:

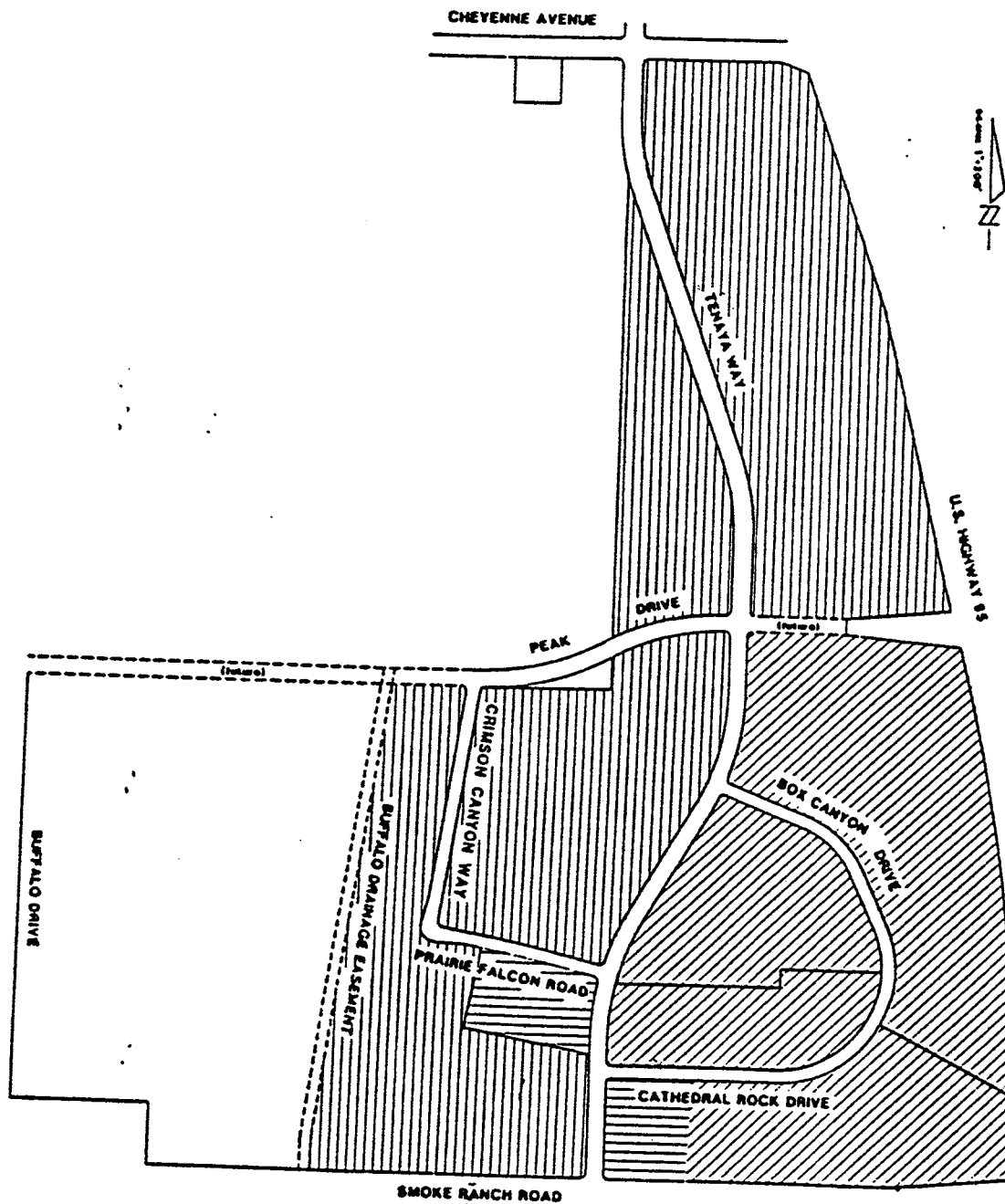
COMMENCING at the Northwest corner of the Northeast Quarter (NE 1/4) of said Section 15; thence along the North line of said Northeast Quarter (NE 1/4), North 89°59'07" East a distance of 103.88 feet; thence South 00°00'53" East a distance of 50.00 feet to the TRUE POINT OF BEGINNING on the South line of CHEYENNE AVENUE (50 feet wide) as shown on said plat of the LAS VEGAS TECHNOLOGY CENTER; thence along said South line of CHEYENNE AVENUE, North 89°59'07" East a distance of 534.87 feet to the Westerly Right-of-Way line of the US-95 Freeway (Project DE-0105(802)); thence along said Westerly Right-of-Way line, the following two (2) courses: 1) thence South 78°41'11" East a distance of 50.90 feet; 2) thence South 80°05'01" East a distance of 50.76 feet to the Easterly line of said LAS VEGAS TECHNOLOGY CENTER; thence along the




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NO. 90-09-08 REVISED

Easterly line of said LAS VEGAS TECHNOLOGY CENTER, the following three (3) courses: 1) thence South 69°27'03" East a distance of 80.85 feet; 2) thence South 19°36'44" East a distance of 1178.84 feet; 3) thence South 13°40'05" East a distance of 910.36 feet; thence departing said Easterly line, South 84°52'23" West a distance of 803.91 feet to a nontangent curve concave Westerly and having a radius 901.38 feet, said curve being parallel with and distant 50.00 feet Easterly from the centerline of TENAYA WAY (80 feet wide) as show on said plat of the LAS VEGAS TECHNOLOGY CENTER; thence parallel with said centerline of TENAYA WAY, the following four (4) courses: 1) thence from a tangent which bears North 05°07'37" West, Northerly along said curve, through a central angle of 14°48'49" an arc distance of 233.05 feet; 2) thence tangent to said curve, North 19°56'26" West a distance of 1346.74 feet to the beginning of a tangent curve concave Easterly and having a radius of 1084.69 feet; 3) thence Northerly along said curve, through a central angle of 19°59'33" an arc distance of 378.49 feet; 4) thence tangent to said curve, North 00°03'07" East a distance of 196.12 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 54.00 feet; thence departing said parallel line, Northeasterly along said curve, through a central angle of 89°56'00" an arc distance of 84.76 feet to the TRUE POINT OF BEGINNING.

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Illustrations of Portions Subject to Covenants, Conditions and Restrictions.

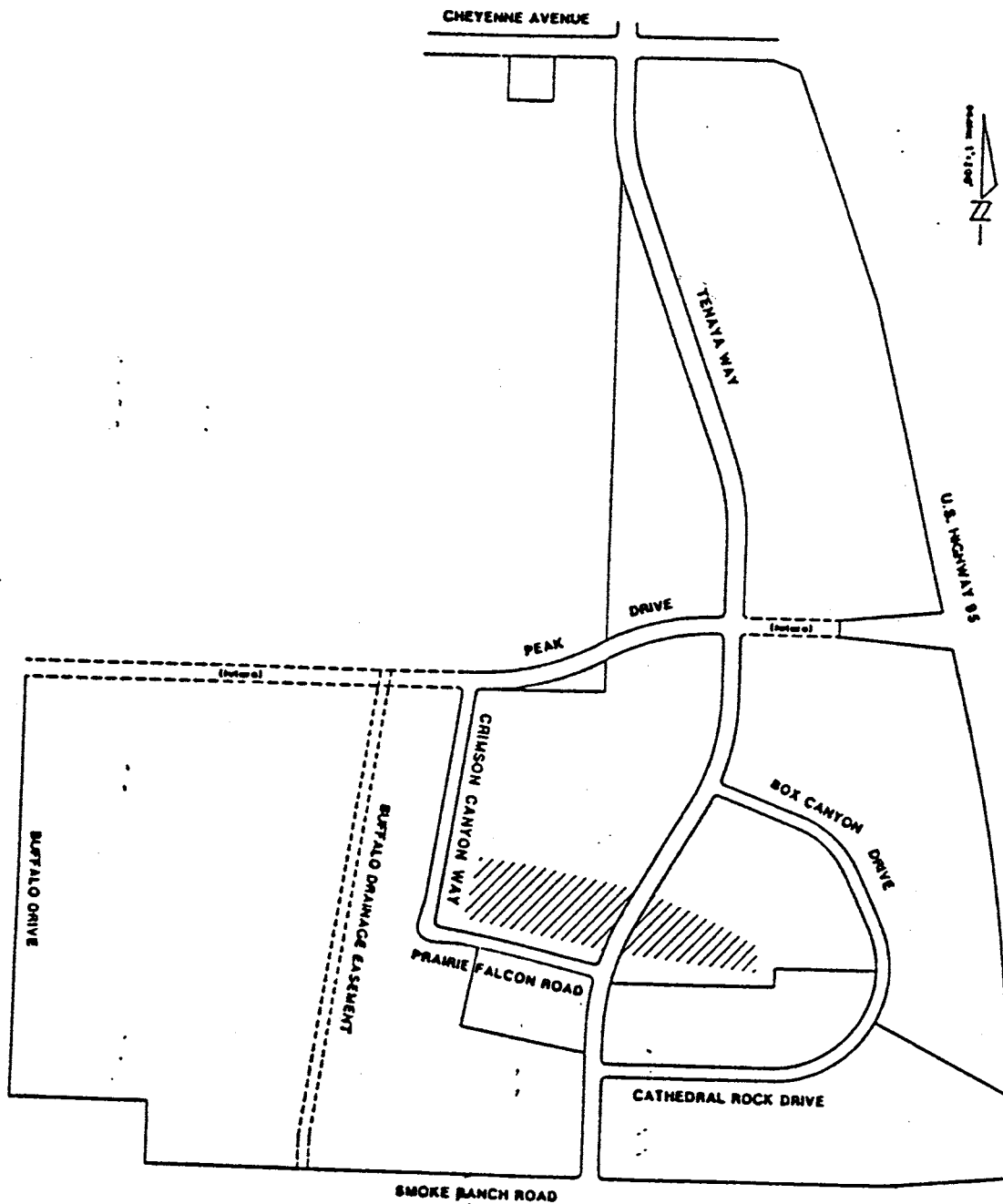


-  AREA 1
-  AREA 2
-  CC&R's NOT APPLICABLE

TECHNOLOGY CENTER
CITY OF LAS VEGAS

EXHIBIT D

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 COMMON AREAS

TECHNOLOGY CENTER
CITY OF LAS VEGAS

EXHIBIT E

9 2 0 2 1 0 0 1 1 1 5

No. 91-08-07

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 290-602 & 603

Document No.

Vesting:

Section: SEC 15, T20S, R60E, MDM
Street/Subdivision: RESUBDIVISION LAS VEGAS TECHNOLOGY CENTER
COMMON AREAS BLOCK 2 & 4

Cogo File: LVTC V3 Set: 98 & 99
Requested eb Written bb Checked mwb Proofread 66-mwb
8-06-91 8-07-91 8-7-91

Those portions of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being a portion of Block 2 and a portion of Block 4 as shown on the plat of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision on file in Book 47 of Plats, Page 35 of Clark County, Nevada Records, described as follows:

PARCEL 1 (COMMON AREA BLOCK 2)

That portion of Block 2 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, described as COMMON AREA LOT B as shown on the plat of the LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records.

The above described parcel of land contains an area of 5.903 acres, more or less.

PARCEL 2 (COMMON AREA BLOCK 4)

That portion of Block 4 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, described as that portion of COMMON AREA LOT C as shown on the plat of the LAS VEGAS TECHNOLOGY CENTER, a Commercial Subdivision, on file in Book 38 of Plats, Page 91 of Clark County, Nevada Records, described as follows:

BEGINNING at the most Easterly corner of said COMMON AREA LOT C as shown on said plat of the LAS VEGAS TECHNOLOGY CENTER, said Easterly corner bears North 07°42'24" East a distance of 1446.72 feet from the South Quarter Corner (S 1/4) of said Section 15; thence along the Easterly boundary of said COMMON AREA LOT C, and the Westerly Right-of-Way line of TENAYA WAY as shown on said plat of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER, South 28°52'06" West a distance of 173.14 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1207.01 feet; thence continuing along said Westerly Right-of-Way line, Southwesterly along said curve, through a central angle of 11°46'09", an arc distance of 247.93 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 20.00 feet; thence from a tangent which bears South 17°05'57" West, Southwesterly along said reverse curve, through a central angle of 87°39'52", an arc distance of 30.60 feet to the Northerly Right-of-Way line of PRAIRIE FALCON ROAD as shown on said plat of the RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER; thence along the Northerly Right-of-Way line of said PRAIRIE FALCON ROAD, tangent to said curve, North 75°14'11" West a distance of 141.02 feet to the beginning of a tangent curve concave Southerly and having a radius of 5665.20 feet; thence continuing along said Northerly Right-of-Way line, Westerly along said curve, through a central angle of 03°00'34" an arc distance of 297.56 feet to the

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NO. 91-08-07

Southeasterly corner of that certain parcel of land described by Deed to MARKET ADVERTISING COVERAGE, INC., a Nevada Corporation, recorded February 15, 1991 in Book 910215 as Instrument No. 00930 of Clark County, Nevada Records, a radial line through said Southeasterly corner bears North 11°45'15" East; thence departing said Northerly Right-of-Way, along the Easterly line of said MARKET ADVERTISING COVERAGE, INC. parcel, North 08°00'03" East a distance of 457.91 feet to the Northeasterly corner of said MARKET ADVERTISING COVERAGE, INC. parcel; thence along the Easterly prolongation of the Northerly line of said MARKET ADVERTISING COVERAGE, INC. parcel, South 81°59'57" East a distance of 363.15 feet to the intersection with the Easterly boundary of said COMMON AREA LOT C; thence along the Easterly boundary of said COMMON AREA LOT C, South 61°07'54" East a distance of 236.43 feet to the POINT OF BEGINNING.

The above described parcel of land contains an area of 5.571 acres, more or less.

LAS VEGAS TECHNOLOGY CENTER
DESIGN AND DEVELOPMENT STANDARDS

INTRODUCTION

Site Location

The Las Vegas Technology Center is a 250 acre research and development park currently being developed by the City of Las Vegas. The Center is located directly adjacent to U.S. 95 between Cheyenne Boulevard and Smoke Ranch Road, approximately 8.5 miles northwest from downtown Las Vegas. This location, one of the fastest growing areas of the entire Las Vegas valley, is well suited to the high technology applications at Nellis Air Force Base and the Las Vegas test site.

About The Center

The Las Vegas Technology Center is intended primarily for aerospace, communications, electronic, medical, and pharmaceutical high technology users, including business enterprises engaged in research, development, testing and evaluation processing.

Purpose of the Design and Development Standards

The design and development standards contained in this document are intended to ensure that the goals and intent of the Technology Center Master Plan are carried out as each phase of the Center is constructed. The standards can thus serve as an information source to potential builders, architects and future tenants of the Center and secondly as a regulatory mechanism to ensure that all on-site and off-site improvements have been implemented consistent with the tenets of the Master Plan.

Relationship to the Conditions, Covenants and Restrictions (CC&R's)

Accompanying the Design and Development Standards are Conditions, Covenants and Restrictions (CC&R's) which have been formally adopted and recorded. Among other functions, the CC&R's establish an Architectural Review Committee within the Center to ensure compliance with these standards.

Plan Review Process

The Conditions, Covenants and Restrictions establish an Architectural Review Committee as part of the Center. The purpose of the Board is to review all improvement plans and provide for an approval process which will ensure compliance with the overall Master Plan and with the Design and Development Standards. The CC&R's set forth site plan review procedures and processes as well as those items which are required to be submitted to the Committee.

PROJECT WIDE STANDARDS

The standards contained in this section govern elements common to all portions of the Center. They are intended to promote an integrated, comprehensive design appearance to the major elements which comprise the Center such as parkway landscaping, utility undergrounding and the like. Following sections will specify standards for individual uses.

1. Permitted Uses

Uses permitted in the Technology Center are contained in Article III of the CC&R's. Uses in the Center include high technology oriented establishments such as aerospace, medical, telecommunications and computer firms engaged in research, development, testing and evaluation processes, and to some extent and in certain areas, other uses that are determined to conform to C-PB Zoning District regulations. Support retail commercial uses are also allowed within the Center to ensure that a full range of services are available to Center users.

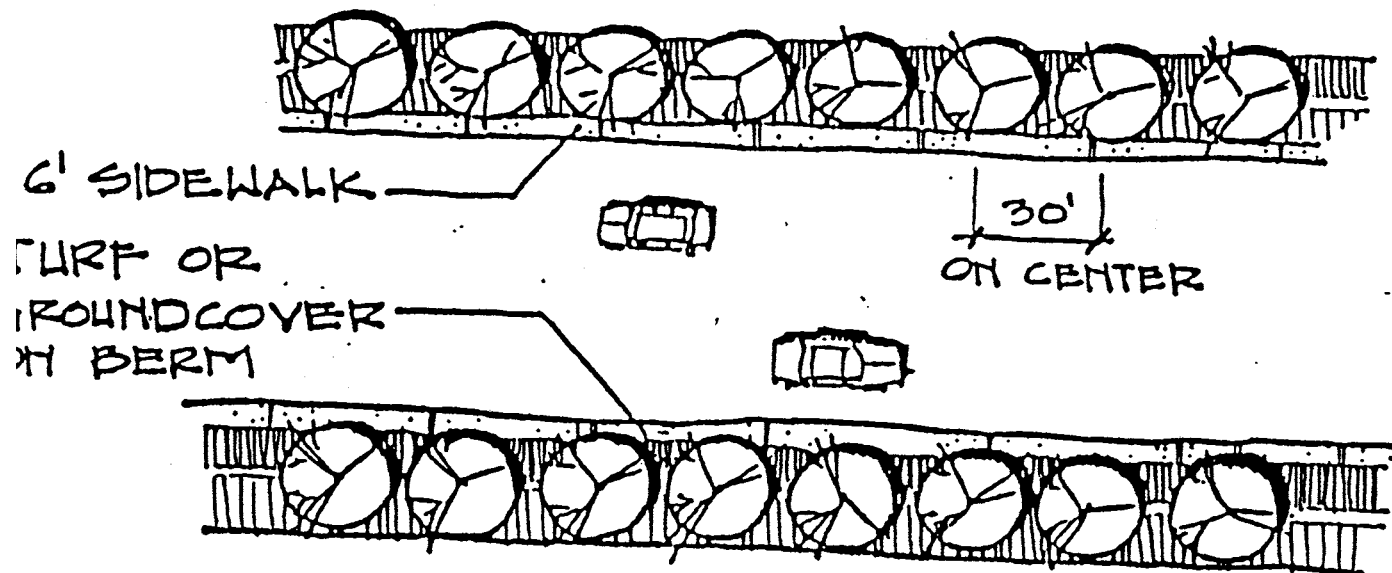
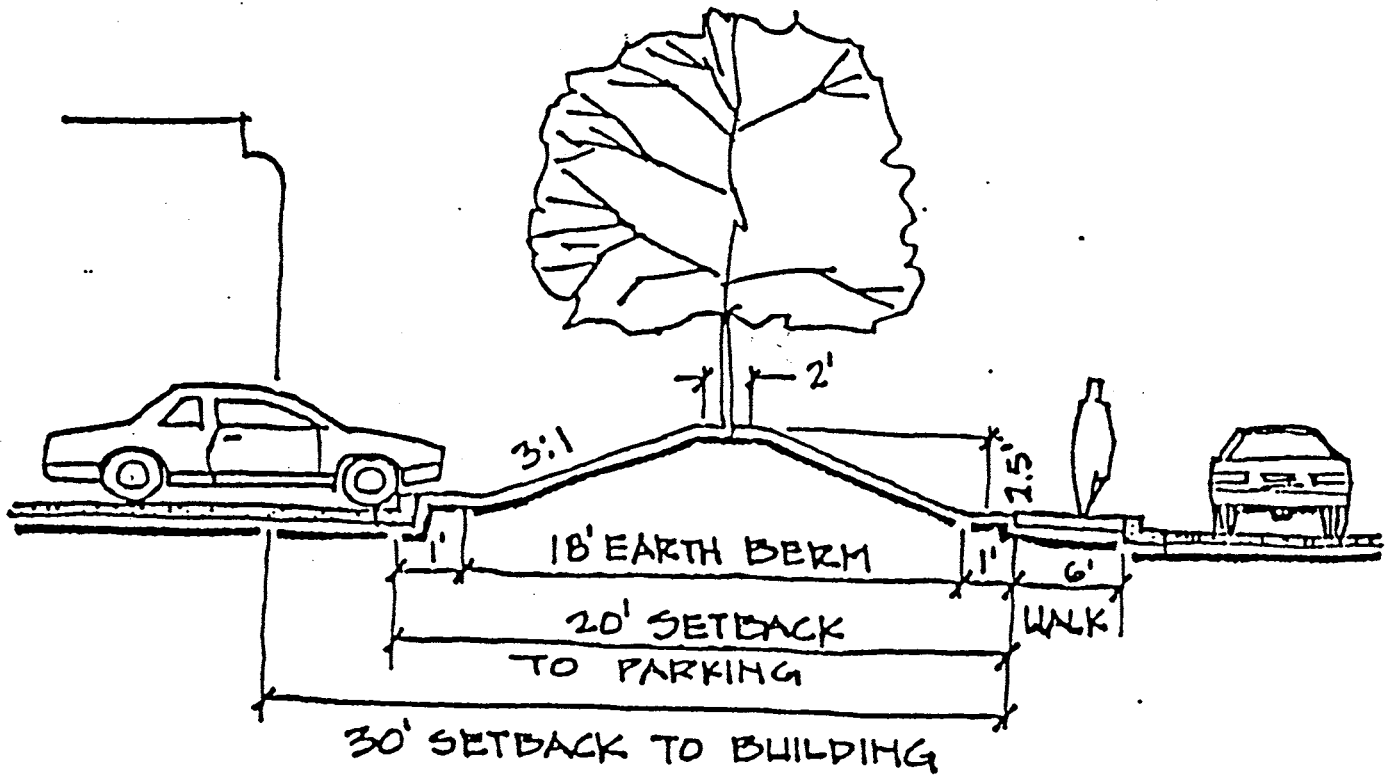
2. Streetscape Treatment

A formal streetscape theme will be established in the Technology Center along Tenaya Way and the east-west link of Peak Road. This formal theme consists of vertical, upright evergreen or deciduous trees planted in a line thirty (30) feet on center. Consistency of this strong visual element is extremely important in establishing and maintaining the "high tech" look of the Center. Figure 1 depicts the formal streetscape conditions along Tenaya Way and Peak Road. For secondary streets in the Center, informal groupings of evergreen or deciduous trees are to be planted. Groupings shall consist of three, four, or five trees, with an average of one tree for each thirty (30) feet of street frontage, as depicted in Figure 2.

All trees are to be planted on a low landscaped berm, which is intended as a screen for parking areas adjacent to the street. The following specifications apply to streetscape plantings.

- Trees: Minimum size 24" box
- Shrubs: Minimum size - five gallon
- Ground Covers: To be installed from one gallon containers or flats and stabilized on slopes using jute netting stapled to slope or equivalent method. Turf may be seeded (flat areas only), sodded, or hydroseeded.

All plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous, and free from insect pest, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions or other objectionable disfigurements. Tree trunks shall be sturdy and well "hardened off." All plants shall have normal, well-developed branch systems, and vigorous and fibrous root systems which are neither root

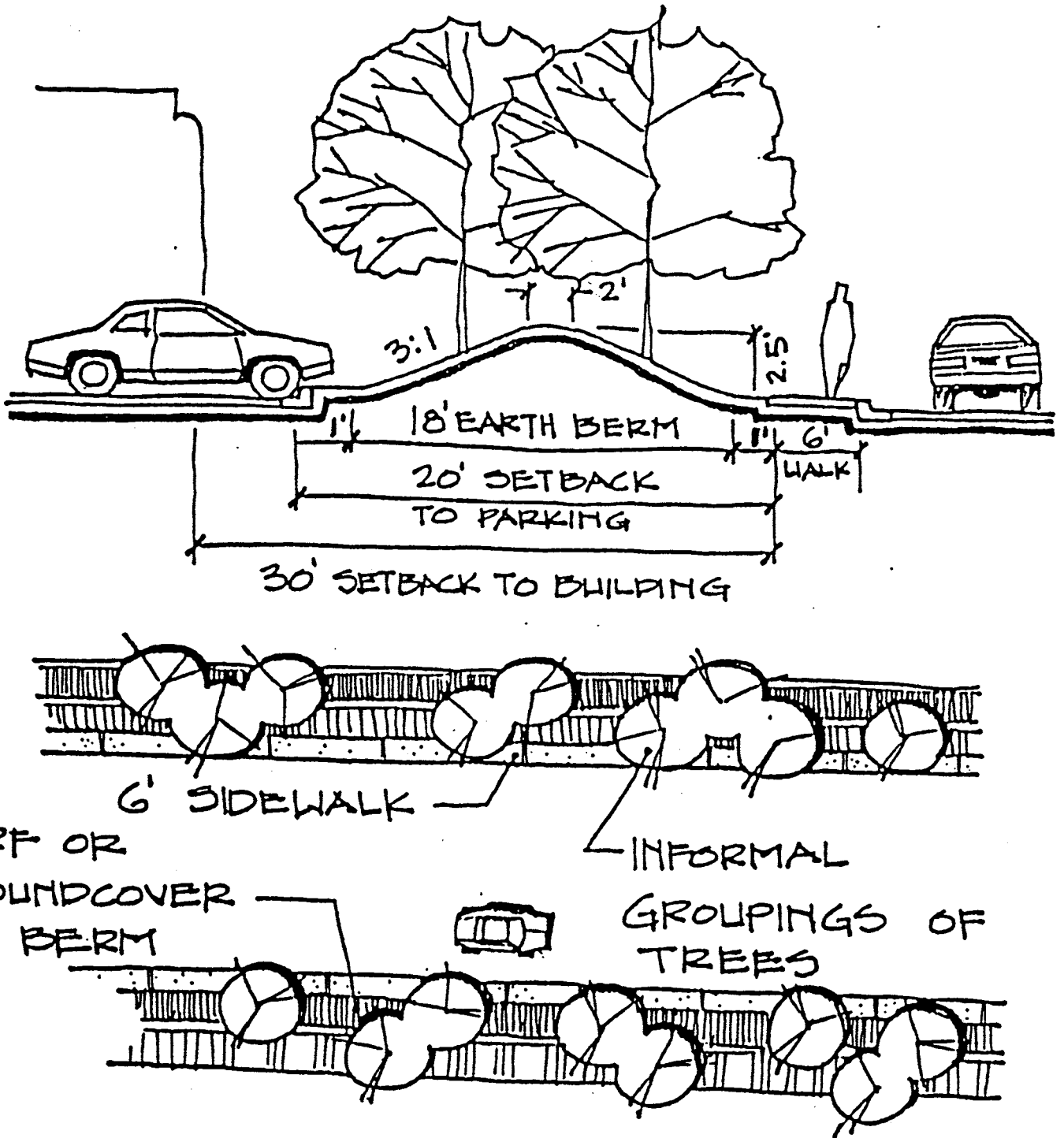


□ FORMAL STREETScape

TECHNOLOGY CENTER

CITY OF LAS VEGAS

FIGURE 1



□ INFORMAL STREETSCAPE
TECHNOLOGY CENTER
 CITY OF LAS VEGAS

FIGURE 2

nor pot-bound and free of kinked or girdling roots. All trees shall stand reasonably erect without supports.

Maintenance shall begin immediately after planting and shall continue on a permanent basis. Required maintenance includes:

- Pruning, cultivating and weeding of trees, shrubs and other plants as required for healthy growth;
- Restoring of watering basins;
- Tightening and repair of stakes and ties;
- Resetting of trees and shrubs to proper grades or vertical positions as required;
- Spraying as required to keep trees and shrubs free of insects and disease;
- Fertilizing of plants to maintain sound, healthy growing condition;
- Lawn maintenance as required to maintain a smooth, uniform lawn free of eroded, brown or bare areas, such maintenance to include watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, regrading and replanting.

Landscape and irrigation plans must be designed and must operate in a manner that does not permit overspray or runoff onto streets or sidewalks.

Following is a list of acceptable tree, shrub and ground cover plant material.

Trees:

Acacia schaffneri	Schaffner's Acacia
Albizia julibrissin	Silk Tree (Mimosa)
Acacia stenophylla	Shoestring Acacia
Arbutus unedo	Strawberry Tree
Brachychiton populneus	Bottle Tree
Cupressus glabra	Arizona Cypress
Callistemon citrinus	Lemon Bottle Brush
Cupressocyparis leylandii	Leyland Cypress
Cercidium floridum	Blue Palo Verde
Chamaerops humilis	Mediterranean Fan Palm
Chilopsis linearis	Desert Willow
Callistemon viminalis	Weeping Bottle Brush
Cupressus sempervirens	Italian Cypress
Eriobotrya japonica	Loquat
Eucalyptus camaldulensis	Red Gum
Eucalyptus leucoxylon 'Rosea'	White Ironbark
Eucalyptus microtheca	Coolibah Tree

Trees (Continued):

Eucalyptus polyanthemos
 Eucalyptus spathulata
 Fraxinus velutina 'Modesto'
 Fraxinus velutina 'Rio Grande'
 Fraxinus velutina
 Gleditsia triacanthos inermis
 'Moraine'
 Gleditsia triacanthos inermis
 'Rubylace'
 Gleditsia triacanthos inermis
 'Shademaster'
 Juniperus scopulorum
 'Tolleson's Green Weeping'
 Lagerstroemia indica
 Ligustrum lucidum
 Olea europaea 'Swan Hill'
 Parkinsonia aculeata
 Prosopis chilensis
 Phoenix dactylifera
 Pinus eldarica
 Pinus halepensis
 Pinus pinea
 Prosopis glandulosa
 Phoenix canariensis
 Polocarpus gracilior
 Prunus caroliniana
 Prunus cerasifera 'Atropurpurea'
 Pistacia chinensis
 Platanus acerifolia
 Prosopis chilensis
 Prosopis pubescens
 Podocarpus macrophyllus
 Quercus ilex
 Quercus virginiana 'Heritage'
 Rhus Lancea
 Trachycarpus fortunei
 Vitex agnus castus
 Washington filifera
 Washington robusta
 Yucca brevifolia
 Yucca elata

Silver Dollar Gum
 Narrow Leaf Gimlet
 Modesto Ash
 Fantex Ash
 Arizona Ash
 Moraine Locust
 Honey Locust Rubylace
 Shademaster Honey Locust
 Tolleson's Green Weeping
 Crape Myrtle
 Glossy Privet
 Fruitless Olive
 Mexican Palo Verde
 Mesquite Chilean
 Date Palm
 Mondel Pine
 Aleppo Pine
 Italian Stone Pine
 Honey Mesquite
 Canary Island Date Palm
 Fern Pine
 Carolina Cherry Laurel
 Purple Leaf Plum
 Chinese Pistache
 London Plane Tree
 Chilean Mesquite
 Screwbean Mesquite
 Yew Pine
 Holly Oak
 Heritage Oak
 African Sumac
 Windmill Palm
 Chaste Tree
 California Fan Palm
 Mexican Fan Palm
 Joshua Tree
 Soap Tree

Shrubs and Groundcover:

Abelia grandiflora 'Compacta'
 Acacia redolens
 Ajuga reptans atropurpurea
 Baileya multiradiata
 Baccharis 'Centennial'
 Baccharis sarathroides

Glossy Abelia
 Creeping Acacia
 Bronze Ajuga
 Desert Marigold
 Dwarf Centennial Bush
 Desert Broom

Shrubs and Groundcover (Continued):

Cassia artemisioides	Feathery Cassia
Carpobrotus edulis	Hottentot Fig Ice Plant
Caesalpinia gilliesi	Yellow Bird of Paradise
Cassia phyllodenia	Senna
Cassia nemophylla	Desert Cassia
Caesalpinia pulcherrima	Red Bird of Paradise
Campsis radicans	Common Trumpet Creeper
Cassia wislizeni	Shrubby Senna
Cotoneaster busifolius	Gray Leaf Cotoneaster
Convolvulus cneorum	Bush Morning Glory
Cortaderia selloana	Pampas Grass
Cotoneaster horizontalis	Rock Contoneaster
Dalea greggi	Indigo Bush
Dasyllirion wheeleri	Desert Spoon
Dondonea viscosa 'Purpurea'	Hopseed Bush
Euonymus fortunei 'Colorata'	Purple Leaf Euonymus
Euonymus japonica	Evergreen Euonymus
Elaeagnus ebbingei fortunei	Ebbing Silverberry
Encelia farinosa	Brittlebush
Euryops pectinatus	Golden Shrub Daisy
Ficus corica	Climbing Fig
Festuca ovina glauca	Blue Fescue
Genista racemosa	Easter Broom
Gelsemium sempervirens	Carolina Jessamine
Gazania hybrida 'Copper King'	Copper King Gazania
Gazania rigens leucolaena	Trailing Gazania
Hedera helix	English Ivy
Hesperaloe parviflora	Red Yucca
Hemerocallis hybrids	Day Lily
Ilex cornuta 'Burfordii'	Burford Holly
Ilex cornuta 'Rotunda'	Dwarf Chinese Holly
Ilex aquifolium	English Holly
Ilex vomitoria 'Nana'	Dwarf Yaupon Holly
Jasminum mesnyi	Primrose Jasmine
Juniperus spp.	Common Juniper
Lantana camara	Bush Lantana
Lantana montevidensis	Trailing Lantana
Lampranthus spectabilis	Trailing Ice Plant
Larrea tridentata	Creosote Bush
Leucophyllum frut. 'Green Cloud'	Green Cloud Sage
Leucophyllum lavieatus	Chihauhaun Sage
Ligustrum spp.	Privet species
Liriope muscari	Lilyturf
Lonicera japonica 'Halliana'	Hall's Japanese Honeysuckle
Mahonia aquifolium	Oregon Grape
Moraea iridioides (Diets)	Fortnight Lily
Myoporum parvitolia 'Compacta'	Spreading Myoporum
Nandina domestica	Heavenly Bamboo
Nandina domestica 'Compacta'	Compact Heavenly Bamboo
Osteospermum fruticosum	Trailing African Daisy

Shrubs and Groundcover (Continued):

Parthenocissus tricuspidata	Boston Ivy
Penstemon sp.	Beard Tongue
Pennisetum setaceum 'Rubrum'	Ruby Fountain Grass
Pennisetum setaceum	Fountain Grass
Photinia serrulata 'Nova'	Chinese Photinia
Pittosporum tobira	Mock Orange
Pittosporum tobira 'Wheeler's Dwarf'	Dwarf Mock Orange
Pittosporum tobira 'Variegata'	Variegated Mock Orange
Photinia x fraseri	Fraser's Photinia
Raphiolepis indica	Indian Hawthorn
Rhus ovata	Sugar Bush
Rosa banksiae	Banksia Rose
Rosa spp.	Rose species
Rosmarinus officinalis 'Prostratus'	Dwarf Rosemary
Santolina chamaecyparissus	Lavender Cotton
Salvia greggii	Autumn Sage
Santolina virens	Green Lavender Cotton
Teucrium chamaedrys	Germander
Ternstroemia gymnathera	Ternstroemia
Trachelospermum jasminoides	Star Jasmine
Verbena peruviana	Peruvian Verbena
Vinca minor	Dwarf Periwinkle
Viburnum tinus	Laurustinus
Viburnum tinus 'Compacta'	Dwarf Laurustinus
Xylosma congestum	Shiny Xylosma
Yucca recurvifolia	Weeping Yucca

During the Architectural Review process, the Declarant reserves the right to reject any plants that, in the opinion of the Declarant, do not meet the above standards for planting and maintenance. Trees, shrubs, groundcovers, and lawns shall be inspected by Declarant for conformance with these standards. Any plant found not to be in conformance, due to type, size, growing condition, improper maintenance, or any other reason identified by Declarant, shall be removed and replaced by Owner with an acceptable plant. Lawn areas determined by Declarant to be unacceptable shall be replanted and maintained in accordance with these standards. Rejected plants and materials shall be removed promptly.

3. Utility Undergrounding

Water mains, sanitary sewers, electric power, and telecommunications facilities are required to be placed underground in the street right-of-way adjacent to each parcel. Alternatively, underground facilities may be located within publicly-dedicated easements subject to the approval of the City and the utility purveyor.

4. Environmental Protection

The Covenants, Conditions and Restrictions (CC&R's) strictly limit the discharge of smoke, glare, noxious gases, vibration. These will be

enforced at all times.

5. Outdoor Storage and Fencing

Standards for outdoor storage and fencing are set forth in Article XII of the CC&R's.

6. General Provisions

All construction within the Technology Center shall conform to the following standards.

- a. All exterior surfaces of any building must be of finished material. Finished materials are deemed to include face brick, stucco, glass, ornamental stone, painted concrete and other decorative materials that are approved by the Architectural Review Committee.
- b. All roof-mounted mechanical equipment and/or duct work which projects vertically more than one and one-half ($1\frac{1}{2}$) feet above the roof or roof parapet, or which is visible from abutting streets or sidewalks, shall be screened by an enclosure which is designed and constructed to be consistent with the building. No wood slats shall be permitted. Satellite receptors may be allowed at the discretion of the Architectural Review Committee.
- c. All roof-mounted mechanical equipment and/or duct work which projects one and one-half ($1\frac{1}{2}$) feet or less above the roof or parapet and is not visible from abutting streets or sidewalks may be painted with the same color scheme as the building.
- d. No mechanical equipment is to be exposed on the exterior wall surface of a building.
- e. Gutters and downspouts are to be painted to match the surface to which they are attached unless used as a major design element, in which case the color scheme is to be consistent with the color scheme of the building.
- f. Solid masonry trash enclosures at least six (6) feet high are required for each development.
- g. All outside storage areas must be screened with a six (6) foot high opaque screen and landscaped.
- h. Security lighting fixtures, if installed, are not to project above the fascia or parapet of the building and are to be shielded so as not to spill over onto adjacent streets or properties.

STANDARDS FOR HIGH TECH/EMPLOYMENT USES

1. Intent

The Las Vegas Technology Center is planned to result in a campus-like setting, fostering the development of high technology uses. To this end, buildings and grounds are expected to be tastefully designed, incorporating contemporary architecture with landscape treatment which embodies the campus-like setting. It is also expected that all on-site construction will reflect a complete design aesthetic, from overall design parameters to construction details.

2. Minimum Parcel Size and Width

The minimum developable parcel size is thirty-two thousand six hundred seventy (32,670) square feet, exclusive of public or private streets. Public or private easements on private property are not deducted from the lot size. Minimum parcel width is one hundred (100) feet.

3. Maximum Lot Coverage

A maximum of fifty percent (50%) of each site shall be devoted to main and accessory buildings.

4. Setbacks

The following minimum building and parking setbacks are required. These are illustrated on Figure 3 (corner lot conditions) and Figure 4 (interior lot conditions).

a. Standard Requirements

(1.) Front Setbacks

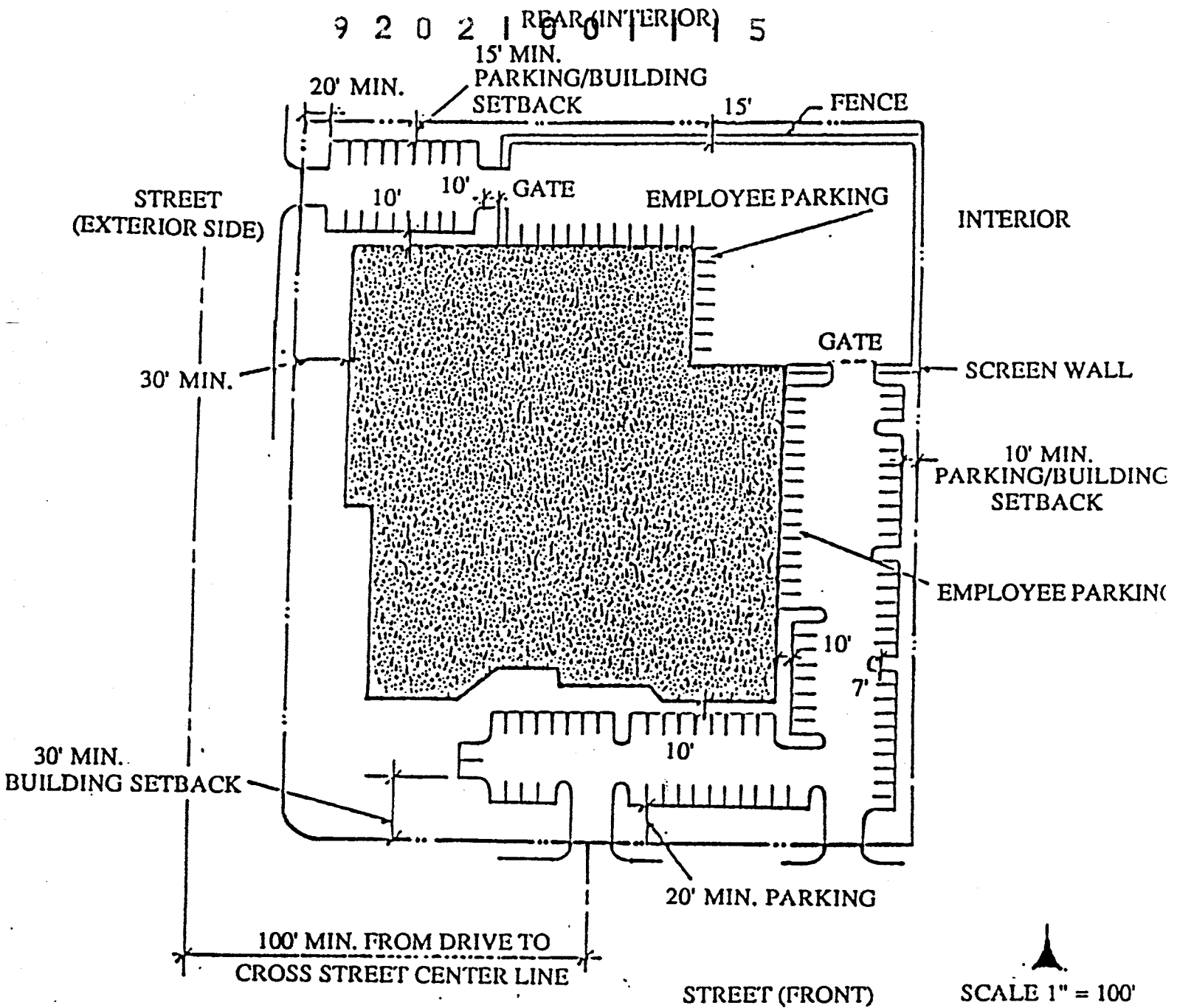
- Thirty (30) feet from property line for buildings;
- Twenty (20) feet from property line for parking;

(2.) Side Setback Areas

- Thirty (30) feet from property line adjacent to a street for buildings (corner lot);
- Twenty (20) feet from property line adjacent to a street for parking (corner lot);
- Ten (10) feet from property line for buildings and parking (interior);

(3.) Rear Setbacks

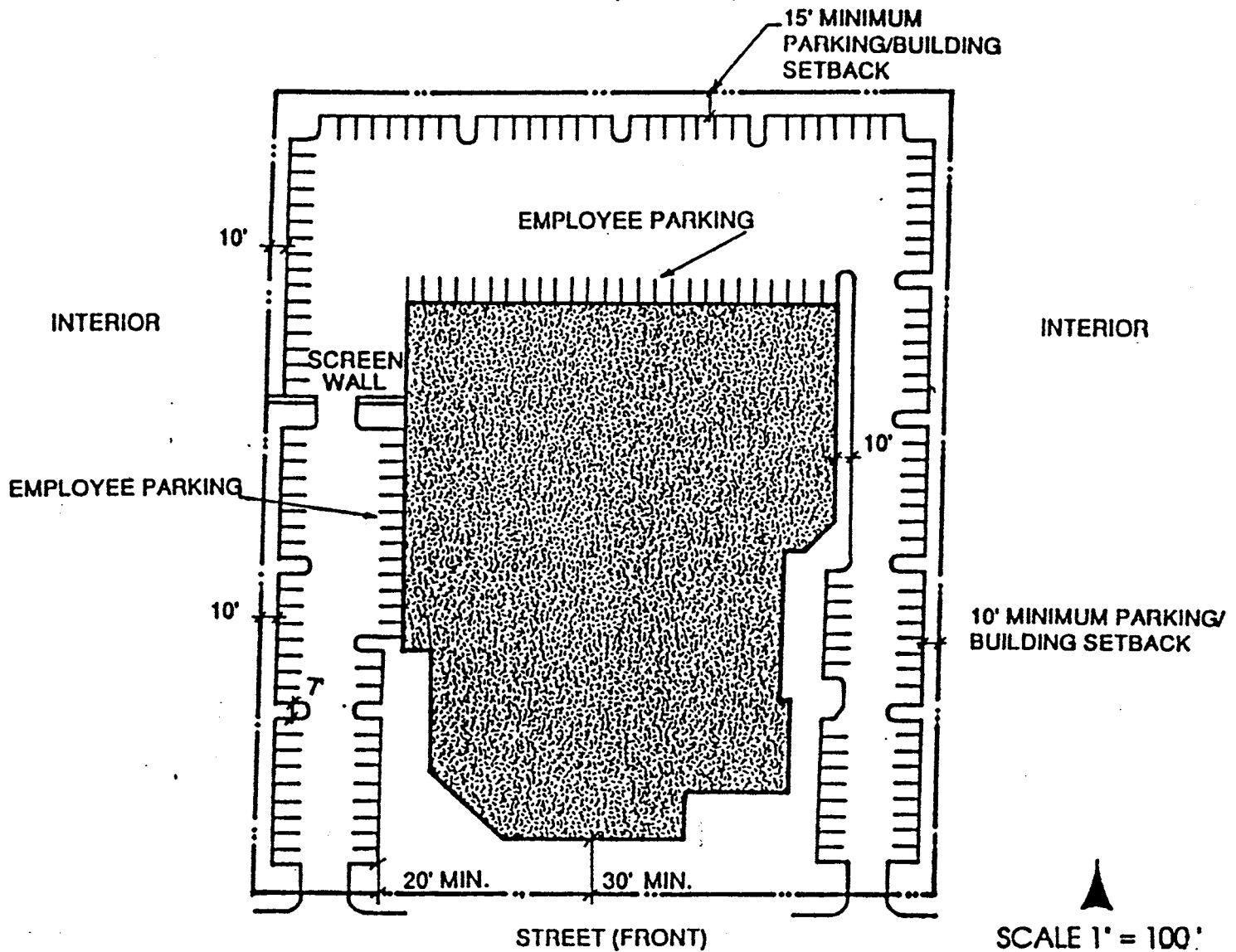
- Fifteen (15) feet from property line for buildings and parking areas.



SPECIAL CONDITIONS:

1. SETBACKS FROM COMMON OPEN SPACE: 10' BUILDING AND PARKING SETBACK (SIDE YARD); 15' BUILDING AND PARKING SETBACK (REAR YARD).
2. SETBACK FROM U.S. 95 R.O.W.: 30' PARKING BUILDINGS 3 STORIES OR LESS; 55' FOR PORTIONS OF BUILDINGS OVER 3 STORIES.
3. REAR OR SIDE SETBACKS ADJACENT TO SMOKE RANCH ROAD OR CHERYENNE AVENUE SHALL BE 30' FOR PARKING/BUILDINGS 3 STORIES OR LESS; AND 55' FOR PORTIONS OF BUILDINGS OVER 3 STORIES.
4. EMPLOYEE PARKING SETBACK ADJACENT TO BUILDING: 0' (REAR AND SIDE YARD NOT FACING PUBLIC STREET).

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SPECIAL CONDITIONS:

1. SETBACKS FROM COMMON OPEN SPACE: 10' BUILDING AND PARKING SETBACK (SIDE YARD); 15' BUILDING AND PARKING SETBACK (REAR YARD).
2. SETBACK FROM U.S. 95 R.O.W.: 30' PARKING BUILDINGS 3 STORIES OR LESS; 55' FOR PORTIONS OF BUILDINGS OVER 3 STORIES.
3. REAR OR SIDE SETBACKS ADJACENT TO SMOKE RANCH ROAD OR CHEYENNE AVENUE SHALL BE 30' FOR PARKING/BUILDINGS 3 STORIES OR LESS; AND 55' FOR PORTIONS OF BUILDINGS OVER 3 STORIES.
4. EMPLOYEE PARKING SETBACK ADJACENT TO BUILDING: 0' (REAR AND SIDE YARD).

□ SITE STANDARDS - INTERIOR LOT

TECHNOLOGY CENTER

CITY OF LAS VEGAS

FIGURE 4

b. Special Conditions

(1.) Setbacks adjacent to Common Open Space

- Ten (10) feet from property line for parking (side yard);
- Fifteen (15) feet from property line for parking (rear yard);

(2.) Setbacks adjacent to U.S. 95

- Thirty (30) feet from property line for buildings three (3) stories or less and/or parking; fifty-five (55) feet from property line for those portions of buildings over three (3) stories;

(3.) Rear setback and side setback adjacent to Smoke Ranch and Cheyenne

- Thirty (30) feet from property line for buildings three (3) stories or less and/or parking; fifty-five (55) feet from property line for buildings over three (3) stories;

(4.) Setbacks for those portions of buildings over three (3) stories

(a.) Front setbacks

- Fifty-five (55) feet from property line for buildings;
- Twenty (20) feet from property line for parking;

(b.) Side and rear setbacks

- Fifty-five (55) feet from property line adjacent to street for buildings (corner lot);
- Twenty (20) feet from property line adjacent to street for parking (corner lot);
- Fifty-five (55) feet from property line for buildings (interior);
- Twenty (20) feet from property line for parking (interior);

(5.) Employee parking setback adjacent to building

- Zero (0) feet in rear and side yards not facing a public street.

Required setbacks are to be used only for landscaping, walkways, driveways, and on-site signs. The Architectural Review Committee may allow minor exceptions to permit the placement of ancillary utility facilities, HVAC equipment, if no suitable on-site location exists. No outdoor storage, manufacturing, assembly or maintenance activities are permitted within required setback areas.

5. Distances Between Buildings

The minimum distance between buildings shall be twenty (20) feet for

buildings on the same lot or parcel and thirty (30) feet for buildings on adjoining lots or parcels.

6. Building Height

The maximum building height is three (3) stories or fifty-five (55) feet, whichever is less; however, a maximum of six (6) stories or one hundred (100) feet above finished grade, whichever is less, will be allowed in the U.S. 95 frontage area (Figure 5). The Architectural Review Committee may allow exceptions in unusual conditions for such items as cooling towers, detached accessing structures, mechanical penthouses, antennae, architectural embellishments, building crowns, and similar instances. This standard is not applicable to public facilities and institutions.

7. Parking, Loading and Site Access

a. On-Site Parking (Amount)

Parking on individual parcels is to be provided in the following minimum amounts:

(1.) Office

- One (1) space per three hundred (300) square feet of gross floor area;

(2.) Warehousing/Storage

- One (1) space per one thousand (1000) square feet of gross floor area;

(3.) Manufacturing, Assembly, Testing, Repair and Research Areas

- One (1) space per seven hundred fifty (750) square feet of gross floor area.

b. On-Site Parking (Design)

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

c. Loading Areas

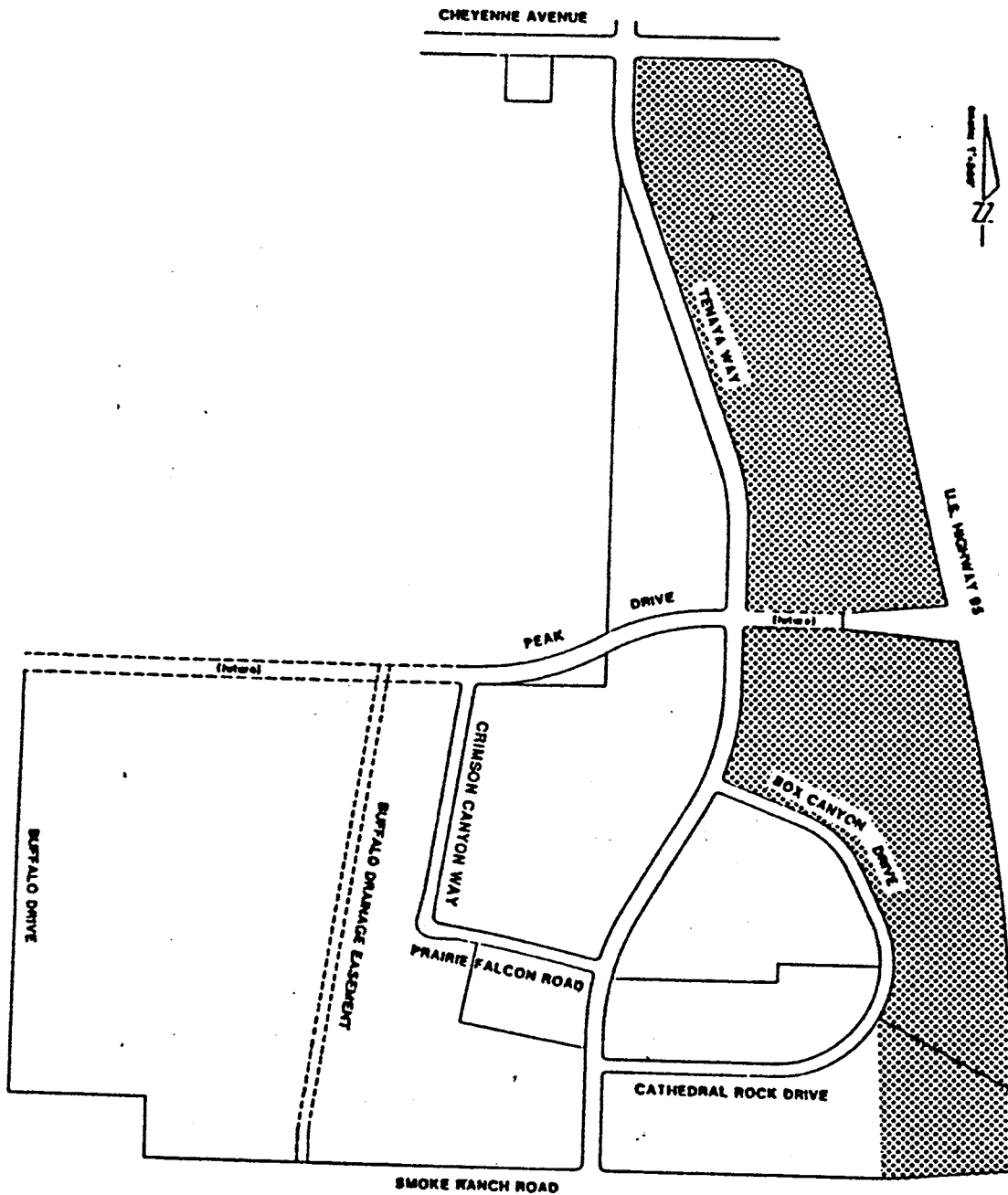
Separate loading areas are to be provided for each use, consistent with the following standards and guidelines.

- (1.) Loading areas and doors are to be sited on the side and rear of buildings to minimize open storage doors.

- (2.) Loading areas are to be designed to allow for backing and maneuvering on-site rather than blocking adjacent streets.

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U.S. 95 FRONTAGE AREA



NOTE: A MAXIMUM OF 6 STORIES OR 100 FEET ABOVE FINISHED GRADE, WHICHEVER IS LESS, WILL BE ALLOWED IN THE U.S. 95 FRONTAGE AREA. (SHADED AREA)

TECHNOLOGY CENTER

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FIGURE 5

(3.) Loading doors fronting a public street shall not be closer than seventy (70) feet from the front property line and shall be screened with a solid masonry wall with landscaping.

(4.) Loading areas and doors not fronting a public street are to be screened from view from public streets by suitable concrete wing walls and landscaping.

d. Access

Each lot or parcel within the Technology Center will have access onto a public right-of-way. Access onto private streets may be allowed by the City. A maximum of two (2) vehicular access points are allowed per street frontage for lots comprising less than five (5) acres. Additional access is allowed for lots containing five (5) acres or more. All drive accesses shall be a minimum of thirty (30) feet in width, not including transitions. Driveways shall be sited a minimum of one hundred (100) feet away from street intersections, measured centerline to centerline, as shown on Figure 3. Driveways are also not to be located closer than fifty (50) feet apart, either on the same or adjoining parcels. Driveways closer than fifty (50) feet should be consolidated into a single, common drive.

8. Landscaping

On-site landscaping is to be provided as follows:

a. Rear and Side Yards

Informal planting of trees, shrubs and ground cover is appropriate, taken from the approved plant list in the streetscape treatment provisions of this Exhibit F. Use of ornamental trees is encouraged, to complement the front yard setback and building architecture.

b. Parking Lots

A minimum of five percent (5%) of parking and circulation areas (excluding setback requirements) are to be landscaped. Landscape material is to be selected from the approved plant list and is also to be evenly distributed throughout parking areas in planter islands. Canopy-type spreading shade trees are recommended for parking or landscaping since this will shade automobiles and reduce reflected heat onto adjacent buildings.

c. U.S. 95 Edge

A thirty (30) foot landscaped buffer is to be provided adjacent to U.S. 95. This landscaped buffer will be extended to fifty-five (55) feet for portions of buildings over three (3) stories placed adjacent to U.S. 95. Landscaping will be comprised of informal grouping of evergreen or semi-deciduous drought tolerant trees and ground covers. The informal arrangement is intended to lend a degree of privacy for

Center users, screen parking lots adjacent to U.S. 95, yet still permit a "view corridor" to individual buildings and the interior of the Center from U.S. 95. This is shown on Figure 6.

Minimum sizing and planting requirements adjacent to U.S. 95 are as follows:

- An average of one (1) tree for each four hundred (400) square feet of land area within the setback area. Clustering and grouping of trees will be allowed if the minimum average coverage is maintained. Minimum size is 24 inch box;
- One (1) shrub for each one hundred (100) square feet of land area within the setback area. Minimum size is five (5) gallons.

d. General Requirements

All plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous, and free from insect pest, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other disfigurements. Tree trunks shall be sturdy and well "hardened off." All plants shall have normal, well-developed branch systems, and vigorous and fibrous root systems which are neither root nor pot-bound and free of kinks or girdling roots. All trees shall stand reasonably erect without supports.

The Declarant reserves the right to reject any plants that, in the opinion of the Declarant, do not meet the above standards.

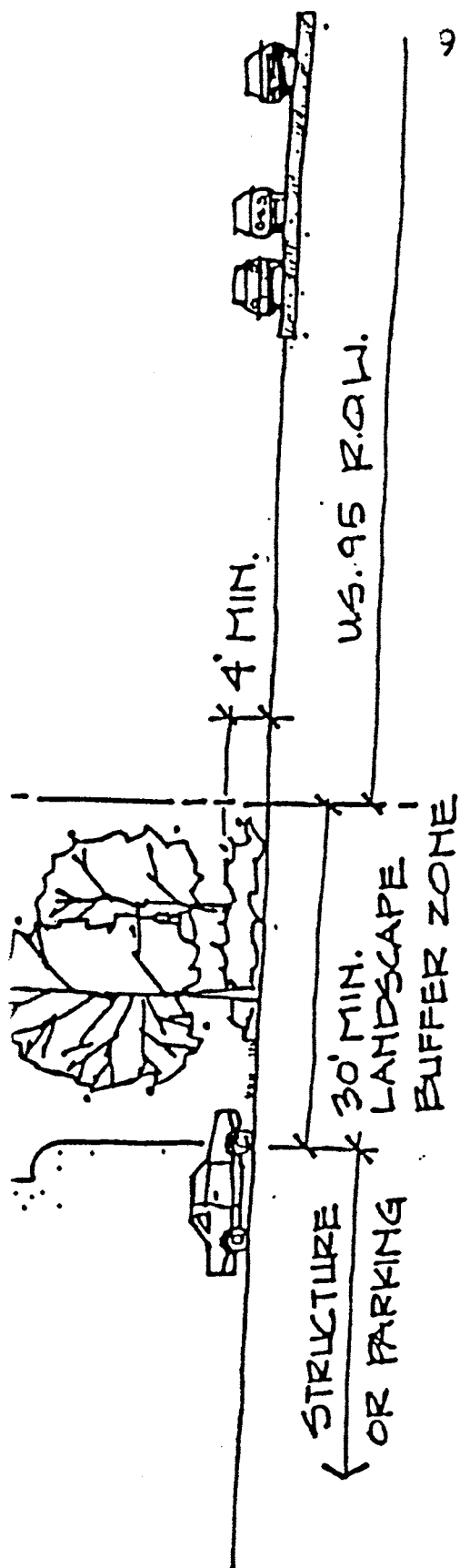
The requirements that are contained in the streetscape treatment provisions of this Exhibit F with respect to landscape maintenance and landscape and irrigation plans shall also apply to on-site landscaping.

9. Lighting

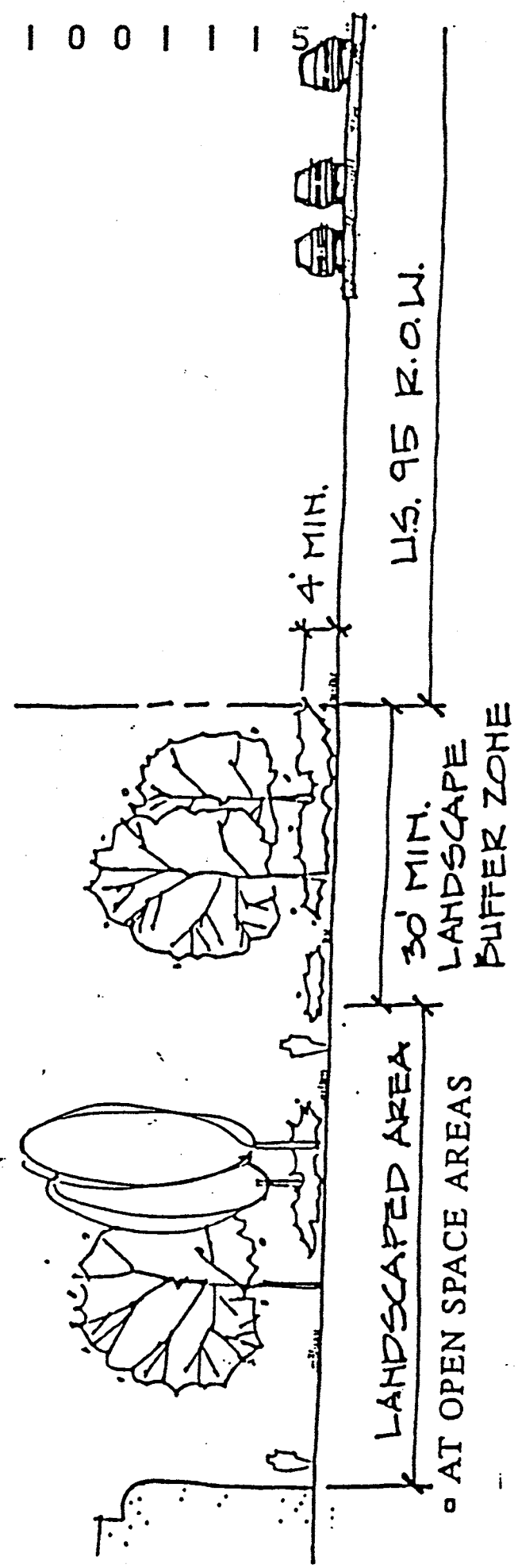
On-site parking lot and walkway lighting should complement the standard street lighting in terms of design, material, color and illumination method. Said standard is delineated in the "Uniform Standard Drawings for Clark County Area" and is available in the offices of the Architectural Review Committee.

10. Architectural Treatment

The Las Vegas Technology Center is intended to convey a feeling of a campus-like research and development park. While these standards cannot strictly regulate the individual design expression of future land owners, it is appropriate to delineate basic design criteria which are generally acceptable in the Center. Building architecture should reflect a "high tech" contemporary look found in similar such parks throughout the nation. Acceptable exterior materials include concrete, masonry, steel and glass, accented with brightly colored trim, window



◦ AT MINIMUM BUILDING SETBACK AREAS



◦ AT OPEN SPACE AREAS

NOTE: THE LANDSCAPE BUFFER ZONE WILL BE EXTENDED TO 55' FOR THOSE PORTIONS OF BUILDINGS OVER 3 STORIES.

◻ U.S. 95 EDGE LANDSCAPING
TECHNOLOGY CENTER
 CITY OF LAS VEGAS

FIGURE 6

and door details.

COMMERCIAL USES

1. Intent

Some retail and service commercial uses are deemed appropriate uses for portions of the Technology Center. These uses generally will support the high tech and employment establishments which are the focus of the Center.

2. Minimum Parcel Size and Width

The minimum parcel size for commercial areas shall be one (1) acre, exclusive of roadways. This may include public and private easements. Minimum parcel width is one hundred (100) feet.

3. Setbacks

Setbacks for commercial uses shall be the same as for High Tech/Employment uses.

4. Building Height

The maximum building height shall be one (1) story or thirty (30) feet, whichever is less.

5. Parking, Loading and Access

a. On-Site Parking (Amount and Design)

One (1) parking space shall be provided for each two hundred fifty (250) square feet of gross floor area.

b. Loading Areas

Loading areas are not to encroach into required parking areas. Unless otherwise approved by the Architectural Review Committee, loading areas are to be screened from adjacent streets.

c. Access

Two access points are permitted for each street frontage.

6. Landscaping

Landscaping requirements for High Tech/Employment uses shall apply to commercial uses.

7. Lighting

Lighting standards applicable to high tech uses also apply to commercial

areas.

8. Architectural Treatment

The commercial uses located within the Technology Center are expected to exemplify tasteful design, complementing surrounding uses. The design will be a single story complex, either a multi-tenant building or series of buildings architecturally linked together. Building materials shall be masonry, wood or stucco, with appropriate accent and trim. It is anticipated that limited outside seating for eating areas will occur.

SIGNS

1. Purpose

The purpose of these sign regulations is to provide standards for the number, size, location, placement, design and similar elements relating to signs and graphics within the Technology Center. These regulations are intended to promote sign programs of high quality, compatible with their immediate surroundings and consistent with the high degree of design excellence found within the Center.

2. Applicability

No signs are to be constructed, enlarged, altered, moved or improved without the prior approval of the Architectural Review Committee.

3. Sign Content

All identification signs are to be limited to the Property Owner's/ Occupant's trade name, division, business description and/or logotype.

4. Maintenance

All signs, together with their supports, braces and anchors are to be properly maintained with respect to appearance, structural and electrical features. The display surface of all signs shall be kept neatly at all times. In addition, the following maintenance provisions will be enforced.

- a. Rust or other corrosion due to the elements must be removed and the sign refinished.
- b. Cracked or broken sign faces must be repaired or replaced.
- c. Malfunctioning lamps are to be replaced.

5. Sign Construction

All signs must comply with the following construction standards.

- a. Methods of sign illumination must be approved by the Architectural

Review Committee and the City of Las Vegas.

- b. All electrical signs and their installation must comply with building and electrical codes.
- c. No exposed conduits, tubing, or raceways will be permitted.
- d. All cabinets, conductors, transformers and other equipment shall be concealed.
- e. Electrical service to all signs on privately owned property shall be on Owner's/Occupant's meters.
- f. All bolts, fastenings and chips shall be of stainless steel, aluminum, brass, bronze or other non-corrosive materials. No black iron materials of any type will be permitted.
- g. Sign Contractor shall repair all damage caused by his work.
- h. Owners/Occupants shall be fully responsible for the operations of their sign contractor.
- i. Sign materials shall be limited to metal, concrete, glass, foam, vinyl, and acrylic materials with UV inhibitors. All materials shall be of high quality and durability, and shall require low maintenance.

6. Address Numerals (Mandatory Sign)

Address numerals shall be displayed for each building, visible to both pedestrians and motorists. Numerals shall have a minimum height of ten inches (10"). The location of address numerals shall be approved by the Architectural Review Committee.

7. Prohibited Signs

The following signs are prohibited in the Center:

- a. Any sign not specifically permitted in accordance with the provisions of these standards;
- b. Signs constituting a traffic hazard, which by color, wording, design, location or illumination resemble or conflict with any traffic control device or with safe and efficient flow of traffic;
- c. Individual commercial signs placed on public property;
- d. Signs consisting of any moving, swinging, rotating, flashing, blinking, or otherwise animated light;
- e. Signs that create a safety hazard by obstructing clear view of pedestrian and vehicular traffic;

- f. Signs projecting into the public right-of-way, with the exception of traffic control signage.
- g. Banners, flags, pennants, when used for advertising purposes;
- h. Vehicle-mounted or portable signs which advertise, identify, or provide directions to a use or activity;
- i. Light bulb strings, other than temporary decorative holiday lighting;
- j. Audible signs;
- k. Signs which project above a parapet or the highest point of a roof;
- l. Interior signs within a building that are visible from off-site;
- m. Off-premise signs, other than directional signs, installed for the purpose of advertising a project, event, or subject not related to the premises upon which said sign is located;
- n. Hand-painted wall, window or ground signs of a permanent nature used to identify a company or products sold within;
- o. Projecting signs suspended from or supported by a building or structure and projecting outward therefrom.

8. Exempt Signs

The following signs, if non-illuminated, are allowed and exempt from the application, approval and permit of these sign requirements:

- a. Interior signs within a building or activity which are not visible from off-site;
- b. Official and legal notices issued by any court, public body, person, or officer in performance of a public duty or in giving any legal notice;
- c. Official flags of the United States of America, the State of Nevada and other states of the United States, countries, municipalities, and official flags of foreign nations; project flags incorporating the company logo (single tenant buildings only.) Location and number of flag standards will be subject to review and approval by the Architectural Review Committee.

9. Signs Relating to Inoperative Activities

Signs pertaining to activities or occupants that are no longer using a property shall be removed from the premises, or sign copy on such signs shall be removed, within thirty (30) days after the associated enterprise or occupant has vacated the premises. Any such sign not removed within the required period shall be subject to removal by the

Owners Association at the expense of the owner of said property.

10. Future Facility/Construction/Directional Sign (Temporary Sign)

- a. One temporary sign which identifies the future use and occupant of a site is allowed. These signs may be placed for a period not to exceed one (1) year.
- b. Two (2) directional signs, which assist in locating a project within the park, are permitted per project. These signs may be placed for a period not to exceed two (2) years. Directional signs shall not be placed within fifty (50) feet of any other sign.
- c. Restrictions on height, size and location are found on Figure 7.

11. Wall Signs (Permanent Signs)

a. Number

One wall sign is allowed per street frontage for each building. For parcels and buildings fronting along U.S. 95, one wall sign per building face, not to exceed a total of four (4) signs per building, shall be allowed. For multi-tenant buildings, one additional wall sign is allowed per tenant.

b. Size

The total amount of wall signage allowed per frontage is equivalent to ten percent (10%) of the building elevation (building height X building length), to a maximum size of one hundred fifty (150) square feet. For buildings fronting U.S. 95, the maximum amount of signage is two hundred (200) square feet. For buildings over three (3) stories, the maximum amount of signage is three hundred fifty (350) square feet. Tenant identification signs in multi-tenant areas shall not exceed twenty-two (22) square feet each.

c. Construction Materials

Wall signs shall be constructed of metal, foam and/or acrylic materials, or as approved by the Architectural Review Committee. The use of "canister type" signs is discouraged except for service commercial uses.

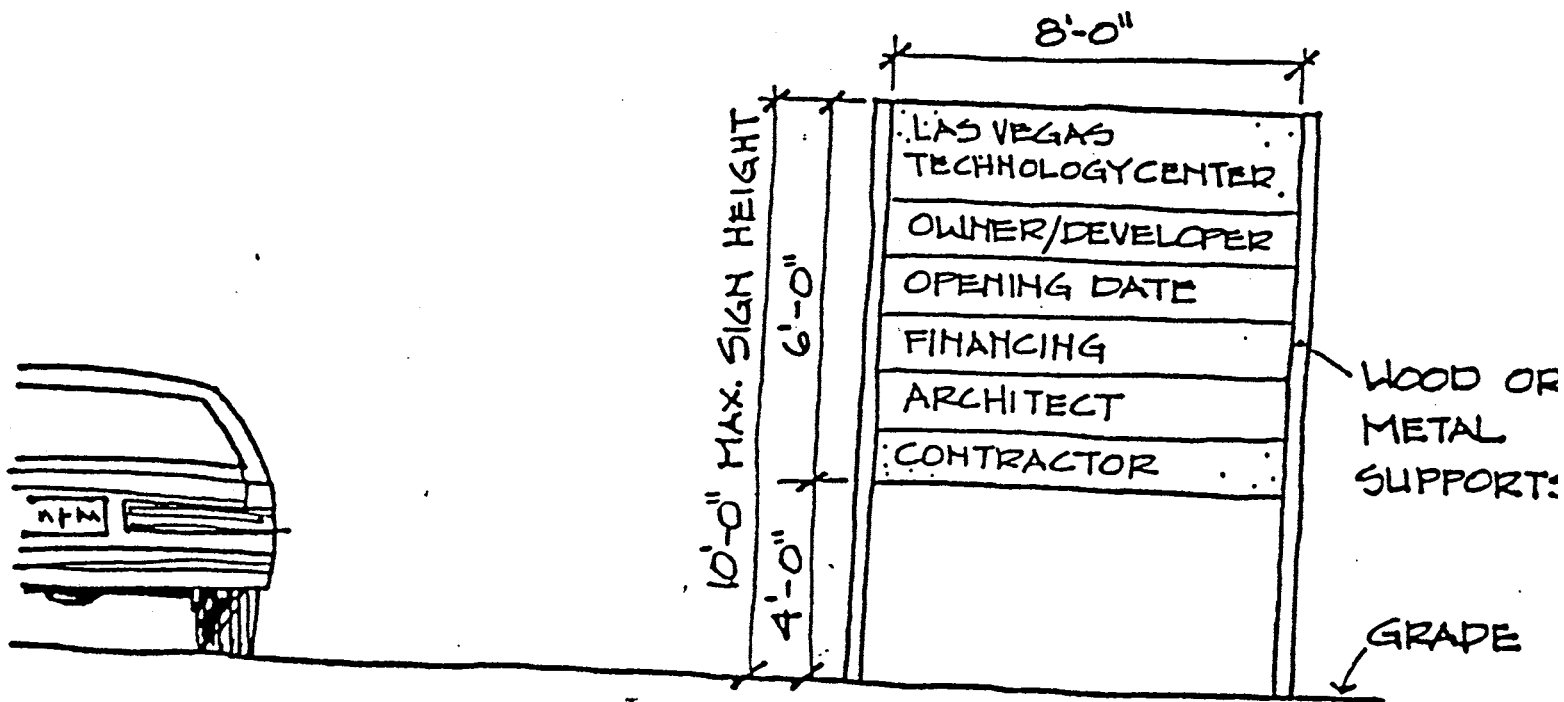
d. Illumination

Illumination shall be reverse back lit, channel lit or indirect. Directly illuminated signs may be allowed within service commercial areas.

e. Other Requirements

(1.) Wall signs may only identify the building occupant(s) and are

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□ FUTURE FACILITY/CONSTRUCTION SIGN

TECHNOLOGY CENTER

CITY OF LAS VEGAS

FIGURE 7

not intended for advertising purposes.

- (2.) Within the service commercial areas, identification signs may include canopies, awnings or similar treatments to match the building architecture. See Figure 8.

12. Ground Signs (Permanent Signs)

a. Number

One ground sign (also known as pylon signs) is allowed per street frontage per parcel. For parcels and buildings fronting U.S. 95, the number of ground signs shall be limited to one (1) sign per five hundred (500) linear feet fronting U.S. 95, not to exceed a total of two (2) ground signs fronting U.S. 95.

b. Size and Height

Ground signs shall not exceed a height of five (5) feet above finished grade or a total area of fifty (50) square feet. For signs adjacent to U.S. 95, the maximum height shall be eleven (11) feet above finished grade or a total area of one hundred ten (110) square feet.

c. Location

Ground signs may be located within required setback areas; however, they must not block sight visibility at driveways or intersections.

d. Construction Materials

Ground signs shall be constructed of concrete, acrylic material, or a suitable alternate, as approved by the Architectural Review Committee.

e. Illumination

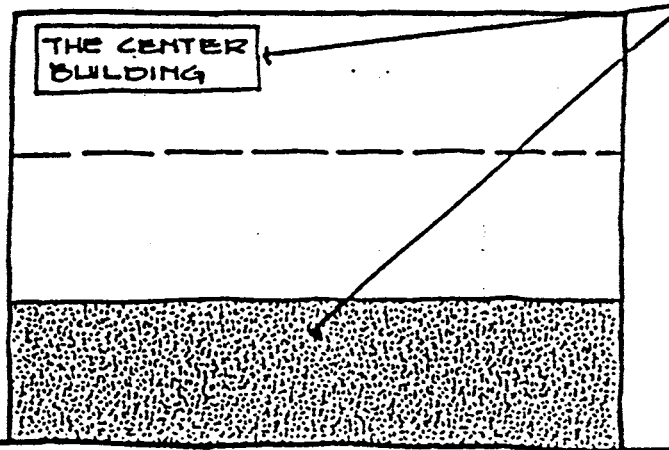
Internal or external illumination is permitted.

f. Other Requirements

For multi-tenant buildings, more than one (1) occupant may be identified on the ground sign; however, the size of the sign shall not be increased. See Figure 9.

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NOTE: FOR BUILDINGS ADJACENT TO U.S.95
MAXIMUM SIZE IS 200 SQ. FT. FOR
BUILDINGS 3 STORIES OR LESS.
THE MAXIMUM SIZE IS 350 SQ. FT. FOR
BUILDINGS OVER 3 STORIES.



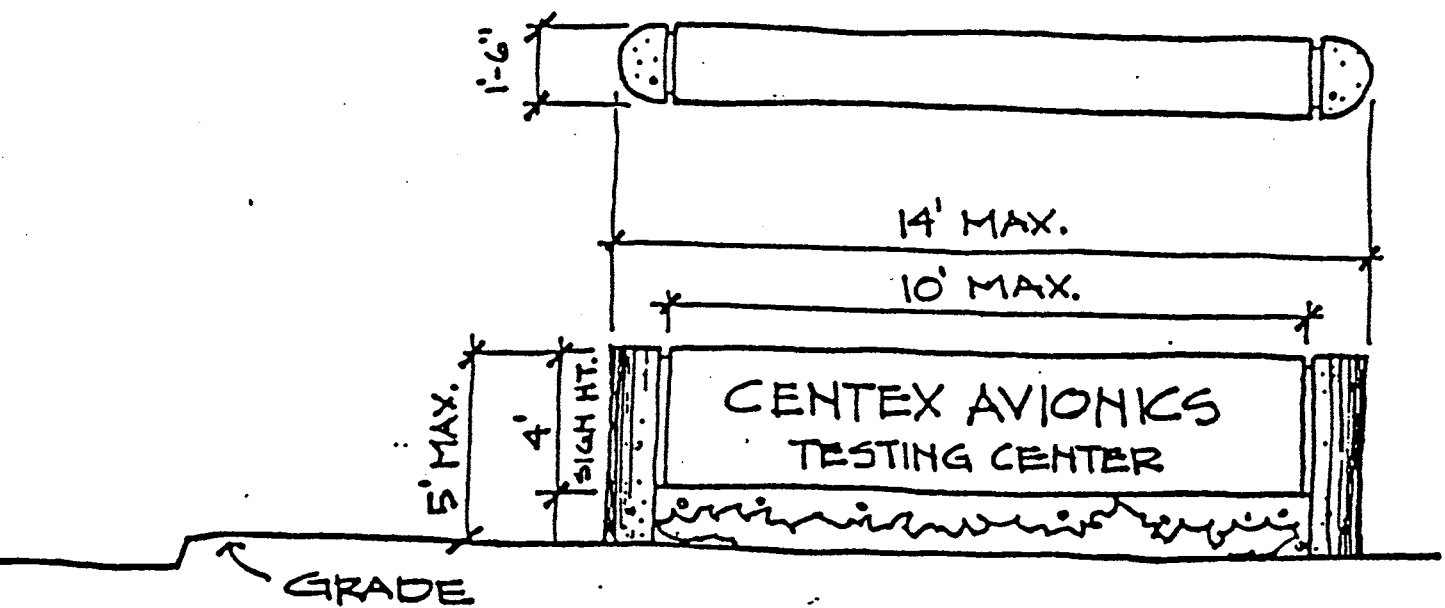
SIGN AREA EQUIVALENT
TO 10% OF BUILDING
FRONTAGE.
MAXIMUM AREA 150 SQ. FT.
ONE (1) SIGN PERMITTED
PER BUILDING STREET
FRONTAGE.

□ WALL SIGN

TECHNOLOGY CENTER

CITY OF LAS VEGAS

FIGURE 8



□ GROUND SIGN

TECHNOLOGY CENTER

CITY OF LAS VEGAS

FIGURE 9

MICHAEL MAJEWSKI
CHIEF, ECONOMIC DEVELOPMENT DIV.
CITY OF LAS VEGAS
400 E STEWART
LAS VEGAS NV 89101

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

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