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SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
SUMMERLIN VILLAGE 1 NORTH

THIS SUPPLEMENTAL DECLARATION (the "Declaration") is made on this ____ day of _____, 1990, by HOWARD HUGHES PROPERTIES, LIMITED PARTNERSHIP, a Delaware limited partnership, ("Declarant").

R E C I T A L S

A. Declarant is the owner of certain property in the County of Clark, State of Nevada, which is more particularly described on Exhibit A hereto which real property shall hereinafter be referred to as the "Development".

B. Declarant did on the 25th day of September, 1990, cause to be recorded in the office of Clark County, Nevada Recorder, in Book 900925 as Instrument No. 01274, a Master Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements for Summerlin Community Association (the "Master Declaration") pertaining to certain specifically described property located within Clark County, Nevada, as designated therein and referred to herein as Summerlin, in order to establish a balanced community accommodating a mix of residential and other land uses, including open space, and to develop and convey all of the property subject to the Master Declaration pursuant to a general plan for the maintenance, care, use and management of the property.

C. The Development is a part of Summerlin, and is subject to the Master Declaration. Consistent with Declarant's intent to establish a balanced community in the Development, and to develop

and convey all of the Lots pursuant to a general plan for the maintenance, care, use and management of the Development, Declarant has deemed it desirable to establish certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all supplemental and in addition to those contained in the Master Declaration, upon the properties within the Development, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development and enhancing the quality of life therein. All property within the Development shall be held and conveyed subject to such covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges.

NOW, THEREFORE in consideration of the foregoing premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that all property in the Development shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Development, in furtherance of a general plan for the protection, maintenance, improvement, sale and lease of the Development, or any portion thereof. The protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with the Development and shall be

binding upon all Persons having any right, title or interest in the Development, or any part thereof, their heirs, successive Owners and assigns; shall inure to the benefit of every portion of the Development and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successive owner or assigns, and each Owner and his or her respective successors-in-interest.

ARTICLE I

USE RESTRICTIONS

Subject to the exemptions of the Declarant and Participating Builders as set forth in the Master Declaration, all real property within the Development shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Declaration. The strict application of the limitations and restrictions in this Article I may be modified or waived in whole or in part by the Design Review Committee or the Board of Directors in specific circumstances where such strict application would be unduly harsh. Any such waiver or modification will not be valid, however, unless it is in writing executed by the Board of Directors or by the Design Review Committee. Neither the Master Association, its Board of Directors or Design Review Committee, nor their respective members, officers or employees shall be liable to any Owner or other Person as a result of the failure to enforce any use restriction or for granting or withholding a waiver or modification of a use restriction.

Section 1.1. Antennae. No exterior radio antenna or aerial, television antenna or aerial, microwave antenna, aerial or dish,

"C.B." antenna or other antenna or aerial of any type which is visible from any public or private street or from anywhere in the Development shall be erected or maintained anywhere in the Development, and specifically not on any privately owned Lot or Condominium. Declarant, Participating Builder or the Master Association may, however, but are in no way obligated to, provide a master antenna or cable television antenna for use of all or some Owners. Declarant may grant easements for maintenance of any such master or cable television service.

Section 1.2. Insurance Rates. Without the approval of the Board of Directors, nothing shall be done or kept in the Development which is in violation of any law, would result in the increase of insurance rates for any Association Property or would result in the cancellation of insurance for any Association Property. The Design Review Committee shall have no power to waive or modify this restriction.

Section 1.3. Signs. No sign, poster, billboard, advertising device or display of any kind shall be erected, displayed or maintained anywhere on the Development without the approval of the Design Review Committee, except that the Design Review Committee need not approve the following: (a) any sign (regardless of size or configuration) used by Declarant in connection with the Development and sale of Condominiums and Lots, and (b) a sign advertising for sale or lease a privately owned Lot or Condominium; provided, however, that such sign conforms to the specifications promulgated (from time to time) by the Design Review Committee,

relating to dimensions, design, number, style and location of display.

Section 1.4. Nuisances. No rubbish, refuse or scrap lumber or metal; and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any privately owned Lot or Condominium unless stored within an enclosed structure or container which has been approved by the Design Review Committee, or unless such matter is screened from view in a manner approved by the Design Review Committee. A refuse container, the use of which has been approved by the Design Review Committee, containing such materials, may be placed outside at times reasonably necessary to permit garbage or trash pickup. Reasonably necessary time shall not extend more than twelve (12) hours before scheduled pickup. No sound or odor shall be emitted from any area of the Development, which is noxious or unreasonably offensive to any Person. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than devices used exclusively for safety, security or fire protection purposes), noisy or smokey vehicles, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or their tenants shall be located, used or placed on any property within the Development without the prior written approval of the Design Review Committee. Prior written approval of the Design Review Committee is required for the operation of motorcycles, dirt bikes or other mechanized vehicles on unpaved portions of the Association Property.

Section 1.5. Exterior Maintenance and Repair. No property anywhere within the Development shall be permitted to fall into disrepair, and all property including any Improvement thereon or landscaping thereon shall at all times be kept in a clean, safe, and attractive condition. If any Owner shall permit any Lot or Condominium thereon, which it is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Design Review Committee, after Notice and Hearing to such Owner, shall have the right, but in no way the obligation, to correct such condition, and to enter upon such Owner's Lot or Condominium for the purpose of doing so. Such Owner shall promptly reimburse the Master Association for the cost thereof. Such cost shall be cause for a Special Assessment enforceable in the manner as set forth in the Master Declaration and the Owner of the offending Lot or Condominium shall be personally liable for all such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or action shall be taken against the Owner in the manner set forth in the Master Declaration. The Master Association shall have no liability, whatsoever, for any damage done to an Owner's Lot or Condominium as a result of its entrance and repair, provided, however, that the Master Association was acting in good faith.

Section 1.6. Drainage. There shall be no interference with the established drainage pattern over any Lot or Condominium, so as to affect any other Lot or Condominium, unless an adequate

alternative provision is made for proper drainage and is first approved in writing by the Design Review Committee. For the purpose hereof, the "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any Lot or Condominium is completed by Declarant or a Participating Builder and shall include any grading changes shown on plans approved by the Design Review Committee.

Section 1.7. Water and Sewer Systems. No individual water supply system, cesspool, septic tank or other sewage disposal system shall be permitted on any Lot or Condominium unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water district and any applicable governmental health authority having jurisdiction, and has the prior written approval of the Design Review Committee.

Section 1.8. No Hazardous Activities. No activities shall be conducted nor shall any Improvements be constructed anywhere in the Development which are or might be unsafe or hazardous to any Person, Lot or Condominium in the Development. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Development and no open fire shall be lighted or permitted on any Lots within the Development except in a contained barbecue unit while attended and in use for cooking purposes or in an interior or exterior fireplace designed to prevent the disbursement of burning embers.

Section 1.9. Unsightly Articles. No unsightly articles, facilities, equipment, objects or conditions (including but not

limited to clotheslines, and garden and maintenance equipment) shall be permitted to remain on any Lot or Condominium in the Development so as to be visible from any public or private street or from any other Lot or Condominium in the Development.

Section 1.10. Temporary Structures. Unless approved in writing by the Design Review Committee, no tent, shed, shack or other temporary or portable building, Improvement or structure shall be placed upon any portion of the Development.

Section 1.11. Mining and Drilling. No area of the Development shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Development or within five hundred fifty (550) feet below the surface of the Development.

Section 1.12. Improvements and Alterations. There shall be no excavation, construction, alteration or erection of any Improvement (including any projection) which in any way alters the exterior appearance of any Condominium, existing Improvement or any public or private street or any portion of a Lot without the prior approval of the Design Review Committee. There shall be no violation of the set-back or side yard requirements of the local governmental authority, notwithstanding any approval of the Design Review Committee. This Section 1.12 shall not be deemed to prohibit minor repairs or rebuilding which are for the purpose of

maintaining or restoring a Condominium or Lot at or to its existing condition.

Section 1.13. View Restrictions. Subject to the provisions of the Master Declaration, no vegetation, Improvement, or other obstruction shall be planted, constructed, or maintained on any Lot or Condominium in such location or of any such height as to obstruct unreasonably the view from any other Lot or Condominium. Each Owner of a Lot or Condominium and the Master Association shall be responsible for periodic trimming, pruning and thinning of all hedges, shrubs and trees located on his or its Lot or on that portion of his or its Condominium or Common Area which is subject to his or its control or maintenance, so as not to unreasonably obstruct the view of adjacent Owners. If an Owner fails to preform necessary trimming, pruning or thinning, the Master Association shall have the right but not the obligation, after notice and a hearing, to enter upon such Lot or Condominium for purposes of performing such work. Each Owner, by accepting a deed to a Lot or Condominium, hereby acknowledges that any construction or installation by Declarant or a Participating Builder may impair the view of such Owner, and hereby consents to such impairment.

Section 1.14. Residential Use. All Lots and Condominiums, other than the Common Area, shall be improved and used solely for Single-Family residential use; provided, however, that this provision shall not preclude any Owner from renting or leasing all of his Lot or Condominium or any Apartment Units thereon by means of a written lease or rental agreement subject to this Master Declaration. No such lease or rental of a Condominium or Lot shall

be for a term of less than thirty (30) days. No Lot or Condominium shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending, or other such non-residential purpose; except Declarant and Participating Builders, their successors and assigns, may use any portion of the Development for a model home site and display and sales office during the construction and sales period, in accordance with the Master Declaration. The provisions of this Section 1.14 shall not preclude professional administrative occupations without external evidence thereof, for so long as such occupations are conducted in conformance with all applicable governmental ordinances, and are merely incidental to the use of the Lot or Condominium as a Residence.

Section 1.15. Improvements.

(a) No Owner's Lot shall be improved except with a Residence or Residences designed to accommodate no more than a Single Family and its servants and occasional guests, plus a garage, fencing and such other Improvements as are necessary or customarily incident to a Single-Family Residence. No part of the construction on any Lot shall exceed the applicable height limitations of the County of Clark. No projections of any type shall be placed or permitted to remain above the roof of any Residence or Improvement within the Development, except one or more chimneys or vent stacks. No basketball backboard or other sports apparatus shall be constructed or maintained in the Development without the prior written approval of the Design Review Committee.

No patio cover, wiring or air conditioning fixture, water softeners or other devices shall be installed on the exterior of a Residence or be allowed to protrude through the walls or roof of the Residence (with the exception of those items installed during original construction), without the prior written approval of the Design Review Committee.

(b) All utility and storage areas and all laundry rooms, including all areas in which clothing or other laundry is hung to dry, must be completely covered and concealed from view of other areas of the Development.

(c) No fence or wall shall be erected or altered without prior written approval of the Design Review Committee. All alterations or modifications of existing fences or walls of any type shall require the prior written approval of the Design Review Committee.

Section 1.16. Landscaping. Within one hundred eighty (180) days after the later to occur of (i) close of escrow for the sale of a Lot in the Development to an Owner (other than a Participating Builder), or (ii) issuance of a Certificate of Occupancy for a Residence constructed on such Lot, the Owner thereof shall install and thereafter maintain (except for that landscaping to be maintained by the Master Association pursuant to the Master Declaration) the landscaping on those portions of the front and side yards of his Lot which are subject to view from the abutting public street or streets, in a neat and attractive condition, including all necessary landscaping and gardening, and properly maintain and periodically replace when necessary the trees, plants,

grass and other vegetation, if any, originally placed on such Lot by Declarant or any Participating Builder. No plants or seeds infected with insects or plant diseases shall be brought upon, grown or maintained within the Development. In addition, each Owner shall keep free from weeds, debris and other unsightly objects all portions of the yard on his Lot which are not subject to view from the abutting public street or streets. As provided in the Bylaws, the Board of Directors shall adopt Rules and Regulations proposed by the Design Review Committee to regulate landscaping. If any Owner fails to install and maintain landscaping in conformance with such rules and regulations, or allows his landscaping to deteriorate to an unsightly or unattractive condition, the Design Review Committee, upon thirty (30) days prior written notice to such Owner, shall have the right to seek any remedies at law or in equity which it may have or to seek any remedies at law or in equity which it may have or to correct such condition or, after notice and a hearing, to enter upon such Owner's property for the purpose of doing so. Such rights shall be immediate, and shall require no notice, in the event that any Owner allows his landscaping to deteriorate to a dangerous or unsafe condition. Such Owner shall promptly reimburse the Master Association for the cost of such correction. Such cost shall be a Special Assessment enforceable in the manner set forth in the Master Declaration.

Section 1.17. Parking and Vehicular Restrictions. No Owner shall park, store or keep on any street (public or private) within the Development any large commercial type vehicle (including, but

not limited to, any dump truck, cement-mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; or any inoperable vehicle or other similar vehicle. The above excludes camper trucks and similar vehicles up to and including three-quarter (3/4) tons and vans which are used for everyday-type transportation. The acceptability of such vehicles, however, is subject to approval by the Board of Directors. The foregoing shall not preclude the parking of recreational vehicles in the R.V. Storage Area, if any, in accordance with the provisions of the Master Declaration. In addition, no Owner shall park, store, or keep anywhere within the Development any vehicle or vehicular equipment, mobile or otherwise, for a period of time to exceed forty-eight hours, or for any time, or in any manner) deemed to be a nuisance by the Board of Directors. All trailers, campers, motor homes and similar recreational vehicles shall be parked only in the R.V. Storage Area, if any, designated by the Board of Directors. Garages shall be kept closed at all times, except as reasonably required for ingress to and egress therefrom. No Owner of a Lot or Condominium shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Lot or Condominium or elsewhere within the Development, except wholly within the Owner's garage; provided, however, that such activity shall at no time be permitted if it is determined by the Board of Directors to be a nuisance. Vehicles owned, operated or within the control of an Owner or of a resident

of such Owner's Lot or Condominium shall be placed in the garage of such Owner to the extent of the space available therein, provided that each Owner shall maintain his garage in a manner which ensures that it is capable of accommodating as many vehicles as it was designed to accommodate. Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any applicable County or City ordinance.

Section 1.18. Further Subdivision. Except as provided in the Master Declaration, no Lot, Condominium, Common Area or the Association Property in the Development may be further subdivided (including division into time-share estates or time-share uses) without the prior written approval of the Board of Directors, provided, however, that nothing in this Section shall be deemed to prevent an Owner from, or require the approval of the Board of Directors for: (a) transferring or selling any Lot or Condominium to more than one (1) Person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property, or (b) the leasing or renting by any Owner of all of his Lot or Condominium by means of a written lease or rental agreement subject to the Restrictions contained in the Master Declaration.

Section 1.19. Animals. No animals, fowl, reptiles, poultry, fish or insects of any kind ("Animals") shall be raised, bred or kept within the Development except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board of Directors. As used in this

Declaration, "unreasonable quantities" shall ordinarily but not necessarily mean more than two (2) pets per household. Notwithstanding the foregoing, no Animals may be kept on the Lots or Condominiums which, in the good faith judgment of the Board of Directors or a committee selected by the Board of Directors for this purpose, result in an annoyance or are designated obnoxious to residents in the vicinity. All Animals permitted to be kept pursuant to this Section shall be kept under control on a leash when on any portion of the Development except within a Lot or Condominium, at which time all Animals must be kept within an enclosure, or an enclosed yard. To the extent permitted by law, any Owner of an Animal shall be absolutely liable to all others for any unreasonable noise or damage to Person or property caused by any Animal within the Owner's responsibility. It shall be the absolute duty and responsibility of each Owner to clean up after such Animals which have used any portion of the Association Property or Common Area.

ARTICLE II

GENERAL PROVISIONS

Section 2.1. Part of Master Declaration. All provisions of the Master Declaration apply in full to this Declaration as if this Declaration were a part of the Master Declaration. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges, and other provisions contained in this Declaration shall be in accordance with the terms and provisions of the Master Declaration.

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Section 2.2. Conflicts of Provisions. In the case of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control.

Section 2.3. Capitalized Terms. Unless defined herein, all capitalized terms shall have the same meaning as defined in the Master Declaration.

IN WITNESS WHEREOF, Declarant has hereunto caused its name to be signed by the signature of its duly authorized official as of the day and year first above written.

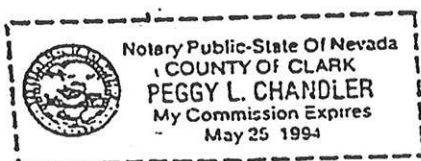
HOWARD HUGHES PROPERTIES,
LIMITED PARTNERSHIP, a
Delaware limited partnership

By its sole general partner:
SUMMA CORPORATION, a
Delaware corporation

By: Mark L. Fine
Mark L. Fine
Senior Vice President

STATE OF Nevada)
County of Clark) ss.

On this 13th day of November, 1990 personally appeared before me, a Notary Public, Mark L. Fine, personally known to me to be the Senior Vice President of SUMMA CORPORATION, a Delaware corporation, and the sole general partner of HOWARD HUGHES PROPERTIES, LIMITED PARTNERSHIP, a Delaware limited partnership, and that he executed the within instrument and acknowledged to me that such corporation executed the same.



Peggy L. Chandler
Notary Public