POLICIES AND RESOLUTIONS

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SUMMERLIN SOUTH COMMUNITY ASSOCIATION RESIDENTIAL COLLECTION POLICY

WHEREAS, Summerlin South Community Association ("Association") is a Nevada non-profit corporation duly organized and existing under the laws of the State of Nevada;

WHEREAS, the Board of Directors ("Board") of the Association is responsible for conducting, managing, and controlling the affairs and business of the Association. In accordance with those responsibilities, the Board may adopt, amend, repeal and enforce reasonable rules and regulations ("Rules") to, among other things, control the affairs of the Association, and govern compliance, non-compliance and violations of the Association's governing documents. The Board has such authority pursuant to, among other things, NRS 116.3102 and 116.3103; Article III of the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions and any supplements or addendums thereto ("CC&Rs"); and Sections 3.17 and 3.18 of the Association's Bylaws and any supplements or addendums thereto ("Bylaws"). Any capitalized terms not defined herein are defined in the CC&Rs and/or Bylaws;

WHEREAS, pursuant to NRS and NAC Chapter 116 and the CC&Rs, the Association, by and through its Board, is charged with the responsibility of assessing and enforcing timely payment of all amounts owed by Owners, including pursuant to Article 8 of the CC&Rs; Article V, Section 2(d) of the Bylaws; NRS Chapter 116, including NRS 116.3102, 116.3115, 116.31151(4), and 116.3116 through 116.31168; and NAC Chapter 116, including NAC 116.470;

WHEREAS, timely payment of Owner accounts is critical to the Association, and, from time to time, Owners may become delinquent in payment of their accounts and fail to respond to demands from the Association to bring their accounts current, which causes those Owners who timely pay their accounts to bear a disproportionate share of the Association's financial obligations;

WHEREAS, the Board deems it to be in the best interests of the Association, and in compliance with existing law, to adopt a formal written procedure for handling delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly for collection so as to minimize the Association's loss of revenue;

WHEREAS, this collection policy supersedes and replaces any prior collection policy followed by the Association; and

NOW THEREFORE, the Board hereby adopts the following collection policy ("Collection Policy") by and on behalf of the Association:

- 1. <u>Assessments</u>, Assessments include all assessments identified in the CC&Rs and Bylaws, including Annual Assessments, Base Assessments, Special Benefit Area Assessments, Capital Contributions, Capital Improvement Assessments, Special Assessments, Specific Assessments, enforcement/violation fines and/or violation sanctions, and any other amounts that may be levied by the Association pursuant to the governing documents (the foregoing are collectively referred to herein as "Assessments").
 - <u>Due Date</u>. Assessments shall be due in twelve (12) equal installments each year on the first (1st) day of each month. Any other Assessments allowed by law and the Association's governing documents shall be due and payable on the due date specified by the Board in any notice imposing the assessment. Any assessed amounts shall be deemed late/delinguent if not paid when due.

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- 3. <u>Late Fees</u>. Assessments are due on the first (1st) day of each month and are considered late if not received within thirty (30) days of the due date. If the Assessment is not received within (30) days after the due date, there will be a late charge of \$5.00 for each month the payment has not been received. Each late/delinquent account for each Owner Unit may be imposed this late charge, but no more than one (1) late charge against each Owner Unit will be imposed each month.
- 4. <u>Interest</u>. Any unpaid amounts may bear interest at the maximum rate permitted by law, but not to exceed eighteen percent (18.0%). Interest may be assessed when an account is delinquent by thirty (30) days, subject to any limitations imposed by the Nevada Servicemembers Civil Relief Act (NVSCRA) and/or the Nevada Civil Relief Act (NRCA), each as defined herein below.
- 5. <u>NVSCRA Compliance</u>. In order to comply with the Nevada Servicemembers Civil Relief Act ("NVSCRA"), which became law in Nevada on May 29, 2017, before the Association takes any action to pursue collection of past due obligations, the Association shall: (a) inform each owner, or the owner's successor-in-interest, that if the person is a servicemember or dependent of a servicemember, s/he may be entitled to certain protections granted by the NVSCRA; and (b) give the person the opportunity to provide the information necessary for the Association to verify whether the person is entitled to the protections set forth in the NVSCRA including, but not limited to, the social security number and date of birth of the person. If a person or a dependent of that person is entitled to the protections of the NVSCRA, then, in the absence of a court order to the contrary, the Association shall not commence collection of any past due assessments and related charges, during the person's term of active duty or deployment and up to one (1) year after the active duty or deployment ends.
- NCRA Compliance. In order to comply with the Nevada Civil Relief Act: Federal Tribal and 6. State Workers/Contractors and Landlords ("NCRA"), which became law in Nevada on June 8, 2019, before the Association takes any action to pursue collection of past due obligations, the Association shall: (a) inform each Owner, or his or her successor-in-interest, that if the person is a federal, tribal or state worker or contractor or a household member or landlord of these persons, he or she may be entitled to certain protections granted by the NCRA; and (b) give the person the opportunity to provide the information necessary for the Association to verify whether the person is entitled to the protections set forth in NCRA. If a person, a household member of the person, or the landlord of the person is entitled to the protections of NCRA, then, in the absence of a court order to the contrary, the Association shall not commence collection of any past due assessments and related charges, during a shutdown and up to ninety (90) days after the shutdown has expired. For the purpose of this provision, the term "shutdown" is defined as any period of time during which there is a lapse in appropriation for a federal or state agency or tribal government that continues through any unpaid payday for a federal worker, state worker or tribal worker employed by that agency or tribal government.
- 7. Creation of Lien and Personal Obligation of Owner. Any Assessment and related charge is the personal obligation of the Owner. <u>See</u> CC&Rs, Section 8.8. In addition, pursuant to NRS 116.3116(1), any Assessment and related charge is also a charge or lien upon the Owner's Unit from the time the Assessment becomes due. If any Assessment is paid in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Pursuant to NRS 116.3116(9), the recordation of the CC&Rs constitutes record notice and perfection of the Association's lien, and no further

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recordation of any claim or lien for unpaid Assessments is required.

- 8. <u>Notice of Assessments and Increase in Assessments</u>. The Association will give Owners notice of any increase in the Annual Assessment through the budget process. Notice regarding unpaid Assessments and collections will be sent to the Owner's physical mailing and/or electronic mailing address on file with the Association. *It is the responsibility* of *each Owner to advise the Association of any changes in the Owner's mailing address(es)*. Hereinafter, "mail" or "mailing" refers to by physical mailing and/or electronic mailing, as required by law and the Association's governing documents for the action at issue. The Board may elect from time to time to provide additional periodic statements of Assessments and charges, but failure to transmit such additional statements does not relieve any Owner of the obligation to pay Assessments.
- 9. Designation of Collection Agent. The Board may designate an agent or agents to collect Assessment payments and administer this Policy. Such designated agent may be a collection company, trustee company, law firm or other appropriate agent (the "Agent" or "Designated Collection Agent").
- 10. <u>Costs of Collecting</u>. The Association shall charge an Owner and the Owner's account reasonable fees to cover the costs of collecting any delinquent Assessments in an amount not to exceed the amount established by NRS and NAC Chapters 116, including as identified in NRS 116.310313 and NAC116.470. Such costs shall include, but shall not be limited to, any fee, charge or costs, by whatever name, including any collection fee; filing fee; recording fee; fee related to the preparation, recording or delivery of a lien or lien rescission; title search lien fee; bankruptcy search fee; referral fee; fee for postage or delivery; attorneys' fee; and any other fee or cost that the Association may charge an Owner for the investigation, enforcement or collection of a delinquent Assessment (collectively, the "Collection Costs"). Such Collection Costs shall become additional charges against the Owner and the Owner's Unit, and shall be subject to collection pursuant to this Policy. <u>See</u> CC&Rs Article VIII; NRS 116.310313; and NAC 116.470.
- 11. <u>Application of Payments</u>. Unless otherwise specified by an Owner in writing, payments received by the Association shall be applied as mandated by NRS 116, NRS 116A, NAC 116, and the CC&Rs.
- 12. <u>Disclosure and Payment Plan Notice</u>. If an Owner is delinquent on any Assessment, then not earlier than sixty (60) days after the obligation becomes past due, and after the Association has made a good faith effort to verify that the owner is not entitled to the protections of the NVSCRA or NRCA, the Association will mail to the delinquent unit's owner or his/her successor in interest a letter in compliance with NRS 116.31162(4) ("Disclosure and Payment Plan Letter"), which provides:

(a) A schedule of the fees that may be charged if the unit's owner fails to pay the past due obligation;

(b) A proposed repayment plan;

(c) A notice of the right to contest the past due obligation at a hearing before the executive board and the procedures for requesting such a hearing; and

(d) Notice that the Association's records do not reflect that the person is entitled

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to the protections of the NVSCRA or NRCA and an invitation to provide the Association with the information necessary to verify whether the person is enlitted to protection under the NVSCRA or NRCA.

See NRS 116.31162(4)(a).

NOTE 1: The schedule of fees referenced in subparagraph (a), above is also available to any Owner upon written request to the Association's managing agent, which fee schedule may be amended from time to time, including to comply with any changes in the law.

NOTE 2: Unless otherwise determined by the Board after the hearing referenced in subparagraph (c) above, all repayment plans shall be: (i) signed by the Owner and returned to the Association within thirty (30) days of the date of the Disclosure and Payment Plan, (ii) be completed within the time frame established by the Board, and (iii) require the Owner to stay current on future accruing Assessments. <u>See</u> NRS 116.31162(4)(b).

NOTE 3: If an Owner wants to request a hearing to contest the past due obligation, then, within thirty (30) days of the date of the Disclosure and Payment Plan, the Association must receive the Owner's written request for the hearing. The written request must be sent to and received by the Association's community manager ("Manager") within thirty (30) days after the date of the Disclosure and Payment Plan. <u>See</u> NRS 116.31162(4)(b).

NOTE 4: If an Owner requests a hearing or enters into a payment plan within thirty (30) days after the date on which the Disclosure and Payment Plan is mailed, and is unsuccessful at the hearing or fails to make a payment under the repayment plan within ten (10) days after the due date, the Association may take any lawful action pursuant to NRS 116.31162(1) to pursue the delinquency and enforce its lien. <u>See</u> NRS 116.31162(4)(b).

- Assignment of Account to Designated Collection Agent. If the Owner fails or refuses to 13. pay the balance due and owing to the Association as set forth in the Disclosure and Payment Plan, then the Association may turn the account over to the Association's Agent for collection, and the Agent shall take action to attempt to obtain payment of the amounts due to the Association which action may include filing a Notice of Delinquent Assessment and, thereafter, foreclosing on the Association's lien by selling the Owner's Unit to satisfy the obligations owed to the Association. See NRS 116.31162 et. seq. Any account that becomes late/delinquent and is referred to the Agent may be assessed an additional statutory charge by the management company for the Association due to, among other things, the management company's extra administration, time, and cost associated with monitoring the late/delinquent account and exchanging information with the Agent for purposes of obtaining payment on the late/delinquent account. The Agent is authorized to sign on behalf of the Association any statutory or other documents required to proceed on delinquent accounts, including the notice of delinquent assessment lien, notice of default, notice of sale, foreclosure, deed, etc.
- 14. <u>General Process of Designated Collection Agent</u>. The Association's and Agent's actions on a particular late/delinquent account will be determined based on the specific facts and circumstances of that account. The Agent's actions may also be based on any specific direction from the Association's Board, which direction may vary between accounts depending on the actual facts and circumstances of the specific account at issue. However, the Association's and Agent's actions will generally include the following steps:

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- (a) <u>Verification/Payment Request Letter</u>. The Agent shall send the Owner a debt verification/payment request letter ("Verification Letter") by certified or registered mail, return receipt requested, which includes advising the Owner, and verifying for the Owner, of the amount owed to the Association, including any fees and costs that the Association has incurred in attempting to collect the delinquent Assessment, and requesting a response within a specified time frame of not less than thirty (30) days.
- (b) <u>Notice of Lien</u>. If the Owner fails to pay the amount due within the due date provided in the Verification Letter, the Agent shall send the Owner, by certified or registered mail, return receipt requested, a Notice of Delinquent Assessment Lien (the "Lien"), which states the amounts due, a description of the lot against which the lien is imposed, and the name of the record owner of the lot. The Agent shall also record the Lien against the Owner's Unit in the Office of the County Recorder, Clark County, Nevada (the "Recorder's Office"). <u>See</u> NRS 116.31162(1)(a). The Agent, or the Association's President, are authorized to sign the Lien on behalf of the Association. <u>See</u> NRS 116.31162(2).

Notwithstanding this Paragraph 14(a)-(b), at the discretion of the Association's Board and/or Agent, and depending on the facts and circumstances of the account at issue, including the existence of a pending lender foreclosure sale, the Agent may instead first proceed with a Lien without sending a Verification Letter to protect the Association's lien against the Owner's Unit;

- (c) <u>Notice of Default.</u> If the Owner fails to pay the amounts stated in the Lien within thirty (30) days after mailing the Lien, then the Agent shall record a Notice of Default and Election to Sell (the "NOD") against the Owner's Unit in the Recorder's Office and provide the NOD to those persons entitled to notice pursuant to NRS 116.31163. <u>See</u> NRS 116.31162(1)(b), NRS 116.31162(5), and NRS 116.31163. The Agent, or the Association's President, are authorized to sign the NOD on behalf of the Association. See NRS 116.31162(2); and
- (d) <u>Notice of Sale</u>. If the Owner fails to pay the amounts fisted in the NOD within ninety (90) days of either the recordation of the NOD or within ninety (90) days of the date on which a copy of the NOD is mailed to the Owner, whichever date occurs later, then the Agent (or its designee) shall record a notice of sale ("NOS") against the Owner's Unit in the Recorder's Office and provide notice of the time and place of the sale of the owner's lot. <u>See</u> NRS 116.31162(1)(c), (3) and NRS 116.311635. The Agent, or the Association's President, are authorized to sign the NOS on behalf of the Association. See NRS 116.31162(2). The Agent will not pursue a NOS until it is first authorized by the Board to notice a sale of the Owner's Unit. The Agent (or its designee) may then proceed with a non-judicial foreclosure sale of the Owner's Unit in accordance with NRS 116.31164. However, the Agent (or its designee) may not actually conduct the sale and sell the Unit without additional Board approval.

This process does not waive or relinquish any other right the Association may have against the late/delinquent Owner to pursue any Nevada Real Estate Division ("NRED") action, Court action or other action, including a judicial foreclosure and/or personal claim against the Owner, as may be determined by the Board on a case-by-case basis.

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- 15. <u>Payment Plan</u>. At any time after the Owner's account has been sent to the Designated Collection Agent, an Owner may petition the Board In writing for a payment agreement to allow the Owner to make periodic partial payments on the entire unpaid balance of the Assessment account. However, after the account has been sent to the Designated Collection Agent, the Association has no obligation to enter into a payment agreement with the Owner. Notwithstanding the foregoing, if the Board agrees to enter into and accept a reasonable payment plan with the Owner, then the terms of any payment plan agreement shall include, at a minimum:
 - the Owner staying current on all future accruing Assessments as they come due; and
 - (b) paying off the past due balance, including all Collection Costs and related charges, in installments, over a term acceptable to the Board.

Any payment agreement entered into with the Owner shall be reasonable, as determined in the sole discretion of the Board, and for the sole purpose of assuring that the best interests of the Association are served. The payment agreement shall be in writing and a provision shall be included that failure to meet any terms of the agreement shall give the Board the right to immediately continue the collection/ilen/foreclosure process without further notice to the Owner.

- 16. <u>Acceptance of Payments</u>. The following provisions shall apply to payments made by an Owner:
 - (a) if an Owner physically delivers a partial or full payment for delinquent Assessments and all related charges and Collection Costs to the Association or the Association's Manager or its Designated Collection Agent, then the Association must accept such payment;
 - (b) If an Owner remits a payment to the Association, the Association's Manager or its Designated Collection Agent, and the Owner makes a notation on the check that it is "payment in full," "full accord and satisfaction" or some other similar verbiage, but the payment does not actually constitute full payment of the Owner's obligation then due to the Association, then the Association, the Manager or its Designated Collection Agent need not accept such payment.
- 17. <u>Release of Lien/Rescission of NOD</u>. A Release of Lien ("Release) and/or Rescission of NOD ("Rescission") will not be recorded until the entire balance of the Owner's account is paid in full, including all Collection Costs. All charges incurred in recording a Release and/or Rescission, including reasonable attorneys' fees, will be charged to the Owner's account and must be paid by the Owner before any Release and/or Rescission will be recorded.
- 18. <u>NSF Check</u>. At any time that the Association or its Designated Collection Agent receives a check dishonored by the Owner bank for any reason, then the "insufficient funds charge" imposed by the bank(s) involved shall be added to the Owner's account. Upon receipt of a returned check, the Association shall notify the Owner of the same in writing (the "NSF Notice"), and the Owner shall be required to resubmit payment for his or her Assessment in the form of a cashier's check or money order only within ten (10) days of the date of the NSF Notice. The Association will not resubmit a previously returned personal or business check for payment. Furthermore, if any Owner is required to resubmit payment due to

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Insufficient funds, the Owner will be subject to the late fee and interest charges as set forth and more fully described above. The Board may immediately proceed with the collection process if the entire past due Assessment balance is not paid within ten (10) days of the date of the NSF Notice. The Association may also seek any other damages or relief, in accordance with Nevada law, including by turning the insufficient funds check over to the District Attorney's Office for prosecution.

- 19. <u>Recovery of Attorneys Fees</u>. If the Association is required to retain an attorney to enforce any provisions of this Policy or to otherwise collect any delinquent Assessments from any Owner, the Association shall be entitled to recover its reasonable attorneys' fees and costs incurred in collecting the delinquent Assessment, whether or not a lawsuit or foreclosure proceeding is initiated.
- 20. <u>Owner Disputes</u>. If the Owner questions the accuracy of the calculation of an account or an amount charged to the Owner's account, an objection to the specific charge(s) must be received by the Board or the Designated Collection Agent within thirty (30) days of the date notice was received by the Owner of the charge or balance. The disputed amount may remain unpaid during the investigation, but undisputed portions of the Owner's account must be paid before the delinquency date in order to avoid further Collection Costs. No action will be taken to collect the disputed amounts until completion of the investigation and the Board makes a decision. Together with the Owner's objection, the Owner must provide the following information in writing regarding any dispute:
 - (a) The Owner's name, mailing address, and account number.
 - (b) The exact dollar amount in dispute or claimed to be in error.
 - (c) For each charge in dispute, an explanation of the reasons the Owner believes there is an error, including evidence that may assist the Board in resolving the issue, including but not limited to sufficient detail such as dates, names, and check numbers, so that the dispute may be investigated efficiently and effectively by the Board.
 - (d) Copies of checks (both front and back), letters or other documents applicable to the account and claimed error must accompany the Owner's written objection.
- 21. <u>CC&Rs and Other Remedies</u>. This Policy does not replace or supersede any provision of the CC&Rs, and any provision contained therein remains in full force and effect. This Policy does not replace or supersede any provision of NRS Chapter 116 or NAC Chapter 116. This Policy is Intended to work in conjunction with the CC&Rs, NRS Chapter 116, and NAC Chapter 116. Additionally, the Association reserves the right to avail itself of any other remedy permitted by law and the Association's CC&Rs and other governing documents to collect Assessments and related costs and charges, including but not limited to bringing an action before the NRED or in Small Claims, Justice, Municipal, or District Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

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22. <u>Notice to Association</u>. Owners should respond in writing or make payments to the address as directed by the Association's designated Manager. If no address is given, any payments or communications should be mailed and/or electronically mailed to the Association at the following address:

> Summerlin South Community Association Board of Directors 2115 Festival Plaza Dr. Ste. 220 Las Vegas, NV 89135

Email to: SummerlinSouth@howardhughes.com

- 23. Suspension of Owner Privileges. In addition to any other remedies set forth herein, if any installment of any Assessment, or any portion thereof, is not received prior to the Association's referral of this account to the Designated Collection Agent, then the Board may suspend the right of: (a) the Owner to vote at meetings of the Association, and (b) the Owner's or Owner's family and tenant or invitees of the Owner or tenant from using the Common Elements or Association Property. The suspensions may be imposed so long as the Owner is delinquent in the payment of Assessments. No suspensions may be imposed until the Owner has been afforded the right to be heard in person, by submission of a written statement or through a representative, at any such hearing.
- 24. <u>Void Provisions</u>. If any provision of this Policy is determined to be null and void for whatever reason, then all other provisions of the Policy shall remain in full force and effect.
- 25. <u>2021 Amendments</u>. This Policy is updated pursuant to the 2021 legislative amendments to NRS Chapter 116 and/or NAC Chapter 116.

APPROVED BY ACTION OF THE BOARD OF DIRECTORS ON MAY 19, 2022.

Summerlin South Community Association, a Nevada nonprofit corporation

By: President Its: Bv: Its: Secretary

SUMMERLIN SOUTH COMMUNITY ASSOCIATION NON-RESIDENTIAL BILLING AND COLLECTION PROCEDURES

Pursuant to Article VIII, Sections 8.7 and 8.9 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Summerlin South Community Association (CC & Rs) the Board of Directors have authority to adopt procedures for the billing and collecting of assessments and charges (hereinafter referred to as Assessments).

In accordance with NRS 116.3116, Summerlin South Community Association (the Association) has a lien on a unit for any construction penalty that is imposed against a unit's Owner pursuant to NRS 116.310305, any assessment levied against that unit or any fines imposed against the unit's Owner from the time the construction penalty, assessment or fine becomes due. If the assessment is paid in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

To date, the Association has been billing non-residential parcels on a monthly basis with assessments due by the end of each month. The Board hereby formally adopts the following billing and collection procedures to be implemented forthwith.

- 1. Assessments shall be due in twelve installments each year on the first day of each month.
- No later than ten (10) days prior to the due date, on or before the twentleth (20th) day of each month respectively, initial billing statements will be malled by regular mail to the property Owners at their current addresses.
- Payment is due on the first day of the billing month. A late charge of 5% of the outstanding balance, but in no case less than \$25.00, shall be assessed if payment
 Is not received within thirty (30) days after the due date.
- 4. If a member is delinquent ninety (90) days or more, a formal intent to Lien notice, pursuant to Section 8.9, will be mailed by regular and certified mail. Prior to the mailing of the Intent to Lien or the Notice of Delinquent Assessment, the Association will mail to the delinquent property Owner or his/her successor in interest:
 - (a) A schedule of the fees that may be charged if the property Owner falls to pay the past due obligation;
 - (b) A proposed repayment plan; and
 - (c) A notice of the right to contest the past due obligation at a hearing before the executive board and the procedures for requesting such a hearing.

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The Intent to Lien notice will itemize all sums, and inform the Owner that if all delinquent sums are not fully paid within thirty-five (35) days from the date of the letter, one or more of the following steps will be taken:

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- A. Acceleration of the balance of fiscal year assessments.
- B. A Notice of Delinquent Assessment will be recorded on the property.
- C. Legal action may be commenced to foreclose the lien.
- D. Legal action may be commenced to collect the assessment, late charges, collection costs, court costs and attorney's fees, and all other sums due.
- E. The debt may be reported to a credit reporting agency.
- 5. If the payment is not received on the thirty-fifth (35th) day, the preparation of the Notice of Delinquent Assessment will begin. In addition, the current Ownership of the property will be verified and a copy of the deed will be secured.
- 6. Upon assignment of a property file to a professional lien and foreclosure service or an attorney, (hereafter referred to as Agent) the collection procedure is as follows:
 - A. The Agent will prepare and record a Notice of Delinquent Assessment demanding payment within thirty (30) days. The notice will include the Agent's fees for such.
 - B. The Notice of Delinquent Assessment will be sent by regular and certified mail. It will demand that payment be made to Summerlin South Community Association and delivered to the Agent's office.
 - C. If payment is not received within thirty (30) days or if the Owner does not make satisfactory arrangements to pay the sum due, the Agent may on or as soon after the thirty-first (31st) day as possible, and without further notice, report the debt to a credit reporting agency.
 - D. Agent will then inform the management company as to those Owners still delinquent and the management company will consult with the Board of Directors for instructions which may include preparation of a Notice of Default and Election to Sell or a Summons and Complaint.
 - E. The Association may file suit to foreclose the lien or sue on a contract theory for all sums due.

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> In the event a judgement is rendered and the Owner still refuses to pay, the F. attorney may, upon request, be granted the authority from the Board to Immediately commence execution upon the judgement, which includes garnishment of bank accounts and wages, seizure and sale by the sheriff or constable of non-exempt real and personal property, and debtor's examination.

Adopted this 19th day of September, 2013

Julie Cleaver, President

Angie Shope, Secretary

SUMMERLIN SOUTH COMMUNITY ASSOCIATION BILLING AND COLLECTION PROCEDURES BUILDER PARCELS

Pursuant to Article VIII, Sections 8.7 and 8.9 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Summarlin South Community Association (CC & Rs) the Board of Directors have authority to adopt procedures for the billing and collecting of assessments and charges (hereinafter referred to as Assessments).

In accordance with NRS 116.3116, Summerlin South Community Association (the Association) has a lien on a unit for any construction penalty that is imposed against a unit's owner pursuant to NRS 116.310305, any assessment levied against that unit or any fines imposed against the unit's owner from the time the construction penalty, assessment or fine becomes due. If the assessment is paid in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

To date the Association has been billing Builder parcels on a monthly basis with assessments due by the end of each month. The Board hereby formally adopts the following billing and collection procedures to be implemented forthwith.

- 1. Assessments shall be due in twelve installments each year on the first day of each month.
- 2. No later than ten (10) days prior to the due date, on or before the twentieth (20th) day of each month respectively, initial billing statements will be mailed by regular mail to the Builders at their current addresses.
- 3. Payment is due on the first day of the billing month. A late charge of \$4.00 dollars per platted lot shall be assessed if payment is not received within thirty (30) days after the due date.
- 4. If a Bullder is delinquent ninety (90) days or more, a formal intent to Lien notice, pursuant to Section 8.9, will be mailed by regular and certified mail. Prior to the mailing of the Intent to Lien or the Notice of Delinquent Assessment, the Association will mail to the delinquent unit's owner or his/her successor in interest:
 - (a) A schedule of the fees that may be charged if the unit's owner fails to pay the past due obligation;
 - (b) A proposed repayment plan; and
 - (c) A notice of the right to contest the past due obligation at a hearing before the executive board and the procedures for requesting such a hearing.

The Intent to Lien notice will itemize all sums due for all platted lots owned by the Builder, and inform the Builder that if all delinquent sums are not fully paid within thirty-five (35) days from the date of the letter, one or more of the following steps will be taken:

Summerlin South Community Association Builder Collection Policy p.2

- A. Acceleration of the balance of fiscal year assessments.
- B. A Notice of Delinquent Assessment will be recorded on all platted lots owned by the Builder.
- C. Legal action may be commenced to foreclose the lien.
- D. Legal action may be commenced to collect the assessment, late charges, collection costs, court costs and attorney's fees, and all other sums due.
- E. The debt may be reported to a credit reporting agency.
- 5. If the payment is not received on the thirty-fifth (35th) day, the preparation of the Notice of Delinquent Assessment will begin. In addition, the current ownership of the property will be verified and a copy of the deed will be secured.
- 6. Upon assignment of a Builder's file to a professional lien and foreclosure service or an attorney, (hereafter referred to as Agent) the collection procedure is as follows:
 - A. The agent will prepare and record a Notice of Delinquent Assessment demanding payment within thirty (30) days. The notice will include the agent's fees for such.
 - B. The Notice of Delinquent Assessment will be sent by regular and certified mail. It will demand that payment be made to Summerlin South Community Association and delivered to the Agent's office.
 - C. If payment is not received within thirty (30) days or if the Builder does not make satisfactory arrangements to pay the sum due, the Agent may on or as soon after the thirty-first (31st) day as possible, and without further notice, report the debt to a credit reporting agency.
 - D. Agent will then inform the management company as to those Builders still delinquent and the management company will consult with the Board of Directors for instructions which may include preparation of a Notice of Default and Election to Sell or a Summons and Complaint.

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Summerlin South Community Association Builder Collection Policy p. 3

E. Depending on home equity values the Association may file suit to foreclose the lien or sue on a contract theory for all sums due.

F. In the event a judgement is rendered and the Builder still refuses to pay, the attorney may, upon request, be granted the authority from the Board to immediately commence execution upon the judgement, which includes garnishment of bank accounts and wages, selzure and sale by the sheriff or constable of non-exempt real and personal property, and debtor's examination.

Adopted this 19th day of September, 2013

Julie Cleaver, President

Angle Shope, Secretary

RESOLUTION

RESERVE INVESTMENTS

WHEREAS, Nevada Revised Statutes 116.3115 requires that common-interest communities establish a reserve fund for the replacement and repair of major components of the common areas, and

WHEREAS, the Amended and Restated By-Laws of Summerlin South Community Association, Article III, Section C, 3.17 provides the Board of Directors with the power and duty to manage the business of the association and the power and duty to adopt and promulgate reasonable rules and restrictions thereof,

Whereas, same said Article III, Section C, 3.18 (e) and (g) allows the Board of Directors to deposit all funds (operating and reserve accounts) received on behalf of the Association, in banks and other depositories, and

WHEREAS, there is a desire to establish a policy concerning the prudent investment of funds set aside for the repairs and replacement of components of the common areas,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin South Community Association has established the following policy:

In that the Board's responsibility is first and foremost to the principal funds, all association accounts and investments will be deposited, structured, managed and/or purchased to assure that funds be federally insured. Given the active nature of the association's deposit and expense accounts coupled with the association's large balance of funds it has been determined that the association is best served by a deposit/investment cycle of laddering of funds. This will assure sufficient availability of funds and realization of the highest possible rate of return (yield) while prudently protecting principal.

The association will accomplish this by causing to be purchased U.S Treasury Bills, Certificates of Deposit or similar instruments in varied amounts and lengths of term. The association's independent accounting firm will assist community management personnel in the review of historical financial data and the most current reserve analysis to assure proper development of a purchase and reinvestment schedule. To maximize security and to maximize the rate of return, the Investments will be purchased directly from the issuer in the name of Summerlin South Community Association. The Board will resolve to use their best efforts to assign the duty of original purchasing and future maintenance of the investment schedule to contracted management with the assistance of the association's accounting firm.

ADOPTED THIS 20th DAY OF APRIL, 2000

PRESIDENT

RESOLUTION

OPERATING FUND INVESTMENTS

WHEREAS, the Amended and Restated By-Laws of Summerlin South Community Association, Article III, Section C, 3.17 charges the Board of Directors with the power and duty to manage the business of the association and the power and duty to adopt and promulgate reasonable rules and restrictions thereof, and further

•WHEREAS, same said Article III, Section C, 3.18 (e) and (g) allows the Board of Directors to deposit all funds (operating and reserve accounts) received on behalf of the Association, in banks and other depositories, and

WHEREAS, there is a desire to establish a policy concerning the prudent investment of operating and contingency funds,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin South Community Association has established the following policy:

Given the active nature of the association's deposit and expense accounts coupled with the association's large balance of funds it has been determined that the association is best served by a deposit/investment cycle of laddering of the excess operating funds that have accumulated over time. This will assure sufficient availability of funds and realization of the highest possible rate of return (yield) while prudently protecting principal.

The association will accomplish this by causing to be purchased U.S Treasury Bills, Certificates of Deposit or similar instruments in varied amounts and lengths of term for long term excess operating funds. Short term excess operating funds will be held in a regular banking institution in an account that will ensure liquidity and accessibility at a reasonable rate of return. The association's independent accounting firm will assist community management personnel in the review of historical financial data to assure proper development of a purchase and reinvestment schedule. To maximize security and to maximize the rate of return, the Investments will be purchased directly from the issuer in the name of Summerlin South Community Association. The Board will resolve to use their best efforts to assign the duty of original purchasing and future maintenance of the investment schedule to contracted management with the assistance of the association's accounting firm.

ADOPTED THIS 20th DAY OF APRIL, 2000

PRESIDENT

SUMMERLIN SOUTH COMMUNITY ASSOCIATION COMPLIANCE PROCEDURES

Summerlin South Community Association uses the due process procedure to enforce rules. It is a formal process, designed to protect the rights of all parties involved. The benefits of using a due process procedure to enforce the rules are:

- All alleged rule violations are handled in the same manner.
- Use of due process procedure is recognized by the courts as an indication of legally valid rules enforcement.
- The vast majority of rule violations can be resolved with this procedure thus avoiding going to court.
- The opportunity to be heard in a non-threatening way, fact-finding forum, is often enough to result in a person voluntarily obeying the rules.
- Such a procedure provides an opportunity to explore alternative means to resolve a violation.

The basic steps Summerlin South Community Association takes in the due process procedure for handling alleged fules violations are:

- A "Courtesy" letter is issued to the violator stating the alleged violation and requesting the owner comply by correcting the violation.
 - A "First Warning" letter is issued to the violator stating the alleged violation has not been corrected, the action required to correct the violation, a specific time within which the violation must be corrected, and the penalty which will be imposed if the violation does not end within the stated time.
- A "Hearing Notice" is issued if the violation does not end within the stated time, with the owner notified of the scheduled time and place the hearing will be held. The owner is also informed that the hearing will take place regardless if they attend or not. The owner is also made aware of the penalty that will possibly be imposed.
- If the Compliance Committee is satisfied with the response, it may decide to drop the matter entirely.
- If the Compliance Committee is not satisfied with the response, it may assess a monetary penalty as allowed pursuant to NRS 116.31031.
- If the violator is assessed a monetary penalty, the decision may be appealed to the Board of Directors, whose decision is final.

If, after a hearing takes place and a fine imposed, the owner still does not correct the violation, the alternative an Association has to enforce compliance is through the filing of a lien, followed by the Association Attorney issuing a letter, followed by Arbitration and a lawsuit. Nevada State Law does not allow for foreclosure of a lien for penalties and Arbitration is mandatory before a lawsuit can follow.

As you can see, the due process procedure is lengthy, but one that protects all owners.

SPECIFIC ASSESSMENT PENALTY POLICIES AND PROCEDURES

The Board of Directors of the Summerlin South Community Association has been granted responsibility to conduct, manage and control the affairs and business of the Association. In accordance with Article III, Use and Conduct, Section 3.2 Rules Making Authority, Article VII, Section 7.4 of the Declaration of Covenants, Conditions and Restrictions for the Summerlin South Community Association, the Board is empowered to adopt, amend, and repeal such Rules and Regulations as it deems reasonable and appropriate.

Furthermore, the Rules and Regulations may also include the establishment of a Specific Assessment related to the enforcement and/or violation thereof.

Accordingly, to provide for continuing proper operation of the Association property, the Association, through its Board of Directors, and in conformity with Article III of the CC&R's and Article III, Section 3.18 of the Bylaws, has adopted the following Specific Assessment Penalty Policies and Procedures for the CC&R's now in force or as may be amended hereafter, and of the Rules and Regulations as may be hereinafter adopted, amended or repealed.

POLICY

Violation of the CC&R's and/or Rules, are subject to the following Specific assessment penalties:

- [a] First Notice of Violation written warning without Monetary Penalty.
- [b] Second Notice of Violation Hearing and Potential \$100.00 Specific Assessment.
- [c] (1) After sending a second notice of the violation, the offending member will be entitled to appear before the Association's Compliance Advisory Committee. A specific assessment, which must be commensurate with the severity of the violation, may be imposed, not to exceed \$100.00 for each violation or a total of \$1,000.00, whichever is less.

(2) If a fine is imposed pursuant to subsection c.1, and the violation is not cured within 14 days immediately following the hearing, or a longer period, as determined by the Compliance Advisory Committee, the violation shall be deemed a continuing violation. Thereafter, for each seven (7) day period that passes in which the violation has not been corrected as required by the Board, the Board may impose an additional Specific Assessment, which must be commensurate with the severity of the violation. Any specific assessment imposed as a result of a continuing violation may be imposed without notice and an opportunity to be heard.

Additionally, the Board shall have the power to levy a Specific Assessment against the Member for violations which the Board determines threaten the health and welfare of the community. The Specific Assessment amount shall be commensurate with the severity of the violation but shall not be restricted by a maximum dollar amount.

- [d] If the violation has resulted in damage to the Common Area, the Board may order that the damages be repaired at the expense of the offending Member.
- [e] A violation is deemed to be a repeated or continued violation for purposes of the 14 day period and for each 7 day period thereafter when a sufficient amount of time has elapsed from the preceding violation to allow correction of the initial violation.

PROCEDURES

Prior to the imposition of any penalty for violation of the CC&R's or Rules, the Association shall afford the offending Member with notice of the violation and an opportunity to be heard in person, by submission of a written statement or through a representative at a properly noticed hearing held by the Compliance Advisory Committee or an Executive Session of the Board of Directors called for such purpose.

- (A) NOTICE:
 - 1. Upon receipt of a written complaint from an Association Member or a report to the Association alleging a violation of the CC&R's or Rules by a Member, or Member's dependants or guests and if it appears to the Association that the violation does exist, then the Association will issue a "Request for Compliance," which will serve as first notice of the violation.
 - 2. The Association Member is required to respond in writing to the Request for Compliance by returning the "Correction Response," which is sent with the Request for Compliance. If the offending Member fails to respond to the Request for Compliance, or fails to correct the offending behavior, a "Notice of Hearing" shall be sent to the offending Member at which time a hearing shall be set. The hearing date shall be at least ten (10) days from the date the Notice of Hearing is malled and/or delivered to the offending Member.

Should the offending Member need additional time to prepare for the hearing, the Member can request additional time in writing with a detailed explanation of the reasons therefore. Requests will be considered on a case-by-case basis.

(B) HEARINGS:

- 1. If the Member fails to take action and fails to cease and desist from further violations before receiving the Notice of Hearing, the Board of Directors of the Association shall order a Hearing if the Association desires to impose any Specific Assessment. The owner shall have the opportunity to present evidence and to contest the violation at the hearing; however, the Board shall have the right to limit the time of the Hearing and limit the time in which any evidence may be presented. The Hearing shall be held by the Board appointed Compliance Advisory Committee.
- 2. Proof that the accused Member received the Notice of Hearing and that the Association has complied with the CC&R's and Bylaws regarding distribution of relevant restrictions of the Association shall be entered into the minutes of the Hearing. Proof that the accused member has received Notice of Hearing shall be adequate if a copy of the Notice of Hearing, together with a statement of the date and manner of delivery, is entered into the minutes of the meeting by the officer, Directors or agent who delivered the Notice of Hearing. If the accused Member is present at the Hearing, notice shall be deemed adequate.
- 3. At the Hearing, the accused Member may present any evidence or make any statement relating to the violation, either in person or in writing to the Board of Directors.

- 4. Upon hearing all of the evidence, the Board may, by a majority vote:
 - [a] Find that no violation exists and extinguish the specific assessment, or
 - [b] Find that the Member is in violation and maintain the imposition of the \$100.00 Specific Assessment, reduce the amount of the \$100.00 Specific Assessment and/or impose additional Specific Assessments as set forth herein.
 - [c] Require the offending Member to sign an agreement to correct the violation within a specific time frame and to post a cash bond, not to exceed \$1,000.00, guaranteeing performance.
 - [d] Suspend the Member's rights and privileges for the use of the Common Area.
 - [e] If the violation resulted in damage to the Common Area, order the damage be repaired at the expense of the violating Member.
 - [f] Take any other action allowed by the CC&R's and Nevada Revised Statues
- 5. If, after the Hearing, the offending Member refuses to abide by the decision imposed by the Board, the Board may, without further notice, elect to compel compliance with such decision as provided in the CC& R's.
- 6. If any Member accused of a violation of the CC&R's or Rules, after notice as provided herein, shall fail to appear for a Hearing, the Board or its designee shall proceed in their absence, and make a determination based on the facts presented.
- 7. Any action taken by the Board of Directors under this section shall not deprive either party of any remedies otherwise available by law.
- 8. If the Hearing is conducted before a Compliance Advisory Committee, the violating Member shall have the right to appeal the decision of the committee to the full Board of Directors.

Adopted this 17th day of May, 2007

Secretary

RESOLUTION

SUBDIVISION ENTRY LANDSCAPE ENHANCEMENT

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, Article III. <u>Use and Conduct</u>, Section 3.2, <u>Rule Making Authority</u> and the Amended and Restated Bylaws, Article III. <u>Board of Directors: Number. Powers. Meetings</u>, Section C. <u>Powers and Duties</u>, 3.17 <u>Powers</u>, 3.18 <u>Outies</u>, of the Summerlin South Community Association provide the Board of Directors with the power to adopt, amend, and repeal such Rules and Regulations as it deems reasonable, and appropriate, and

WHEREAS, there is a need to establish a policy for landscape enhancement to the subdivision entries,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin South Community Association ("Association") does hereby adopt and establish the following policy:

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- the Association adopts approved subdivision entries for maintenance as installed by the participating builder.
- the Association replaces plant materials on an as needed basis with the same plant materials installed by the participating builder.
- the Association reserves the right to make plant substitutions and/or modify the entry in the event the original plant material has not performed well in a particular location.
- Subdivision entries may be modified and/or enhanced at the expense of the residents of the subdivision under the following circumstances:
 - a committee of residents has been formed to facilitate the modifications and/or enhancements, and
 - It can be demonstrated that a majority of the subdivision residents are in favor of the modifications and/or enhancements, and
 - a plan for the modifications and/or enhancements has been approved by the Design Review Committee of the Association, and
 - the funds to cover the cost of the modifications and/or enhancements have been raised from among the subdivision residents and/or provided by the participating builder.

Resolution for Entry Landscape Enhancement p. 2

- The Association will consider participation in the cost of the modifications 0 : and/or enhancements only under the following circumstances:
 - it can be demonstrated that the modifications will provide a savings in maintenance and/or water costs to the Association, and
 - the amount of the Association contribution cannot exceed the total of two -(2) years of savings in maintenance, and
 - the residents of the subdivision have contributed an equal amount, excluding any funds contributed by a participating builder.

Adopted this 19th day of October, 2000 . Randy Ecklund, President

Geen, Secretary

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RESOLUTION

MEMBER MAILING REQUESTS

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, Article III, <u>Use and Conduct</u>, Section 3.2, <u>Rule Making Authority</u> and the Amended and Restated Bylaws, Article III, <u>Board of Directors: Number, Powers, Meetings.</u> Section C. <u>Powers and dutles</u>, 3.17 <u>Powers</u>, 3.18 <u>Duties</u>, of the Summerlin South Community Association ("Association") provide the Board of Directors with the power to adopt, amend, and repeal such Rules and Regulations as it deems reasonable and appropriate, and

WHEREAS, there is a need to establish policy for the mailing of materials to members of the Association when requested by residents and/or members of the Association,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin South Community Association ("Association") does hereby adopt and establish the following policy:

Materials will be mailed to members of the Association at the expense of the Association only when it can be demonstrated that the following criteria are met:

 the material has been presented to the Board of Directors within a time frame that allows for its placement on the agenda of a regularly scheduled board meeting for review, and

the material is of benefit and/or interest to the entire membership, and

the material is for informational, non-commercial purposes only, and

- the material is presented in a non-prejudicial or biased format and does not take a position for or against an issue, and
- the material regards an issue on which action by the Association is within the jurisdiction of the Association, or
- the material, if it regards an issue outside the jurisdiction of the Association, has been determined by the Board of Directors to affect the safety and welfare of the entire Association.

day of Detabe Adopted this _/ 9 2000 Randy Ecklund, President

RESOLUTION

HOLIDAY DECORATIONS

WHEREAS, the Amended and Restated Bylaws for the Summerlin South Community Association, Article III, Section C, 3.17 and 3.18 (f), provide the Board of Directors power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

WHEREAS, there is a need to establish guidelines concerning the display of holiday decorations,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin South Community Association has established the following policy:

Holiday decorations may be displayed for 30 days prior to the holiday.

Holiday decorations must be removed within 30 days following the holiday.

DAY OF Apr. 1 1999 ADOPTED THIS

PRESIDENT SECR

RESOLUTION

REMOVAL OF PLANT MATERIALS FROM COMMON AREAS

WHEREAS, the Amended and Restated Bylaws for the Summerlin South Community Association, Article III, Sections 3.17 and 3.18 (F), provide the Board of Directors power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

WHEREAS, Article VII, Section 7.2, of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin South Community Association provides the Board of Directors with the power and duty to maintain the Common area in accordance with the Community-Wide Standard, and

WHEREAS, there is a need to host a variety of trees and plant life in the community parks, streetscapes and various common areas, and

WHEREAS, hundreds of acres of park land, miles of streetscape and a multitude of neighboring properties must co-exist and contribute to the overall landscape enhancement of the community, and

WHEREAS, there is a the need to establish a written policy regarding the removal of trees and plant materials from common areas at the request of individual lot owners,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin North Community Association has established the following policy:

Trees and plant life will not be removed from the parks, streetscapes and other common areas because of concerns over foliage by individual lot owners unless it can be established that there is an immediate threat to the health, safety and welfare of the lot owner.

DAY OF Abril 1999 ADOPTED THIS PRESIDENT SEC

RESOLUTION

GARAGE SALE SIGNAGE

WHEREAS, the Amended and Restated Bylaws for the Summerlin South Community Association, Article III, Sections 3.17 and 3.18 (F), provide the Board of Directors power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

WHEREAS, the Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin South Community Association, Article 1, Section 1.3 provides that no sign shall be displayed that has not been approved by the Design Review Committee, and

WHEREAS, there is a need to establish guidelines concerning signage for garage sales,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin South Community Association has established the following policy:

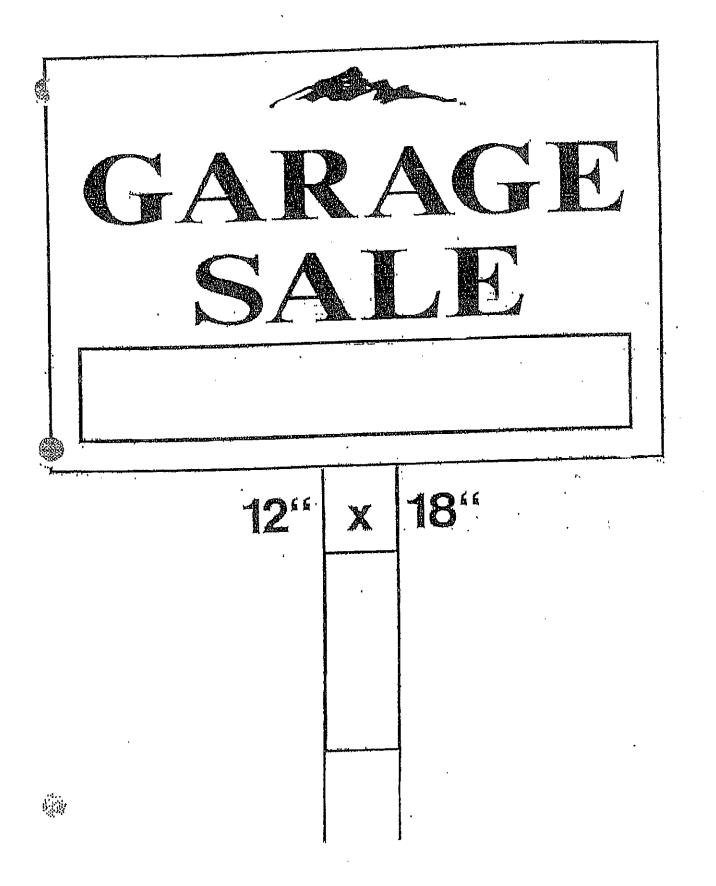
> Only standardized signage developed by the Summerlin South Community Association will be permitted.

> Standardized signage will be available for purchase, at cost, from the Summerlin South Community Association.

> Signage may be erected no more than 12 hours preceding sale time and must be removed immediately at the end of the sale day.

All signs other than the standardized signage or signs erected on nonsale days or outside the time parameters are a violation and will be removed by the Summerlin South Community Association and the offending members may be subject to fines.

DAY OF V ADOPTED THIS PRESEDENT





RESOLUTION

COMMERCIAL VEHICLES

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Summerlin South Community Association, Article III, Section 3.2 provides the Board of Directors power to adopt and promulgate reasonable rules and restrictions for the Association, and

WHEREAS, there is a need to establish guidelines concerning the definition of a truck, van or commercial vehicles, as described in the Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation for Easements for the Summerlin South Villages, Article I, Section 1.16,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin South Community Association has established the following guidelines:

No commercial vehicle may be parked within the Development with the exception of a small commercial type vehicle, including trucks and vans, which may be parked overnight within the development provided the vehicle is parked on the driveway and is not a dump truck, cement mixer, oil or gas delivery truck, flatbed truck, does not have more than two axles, does not contain supplies or equipment on or in said vehicle that are visible from a public or private street within the development or any portion of a lot within the development, and said vehicle is well maintained in a neat, clean and un - obtrusive condition. This includes camper trucks or similar vehicles up to and including 3/4 ton, that are used for everyday type transportation. The acceptability of all such vehicles, however, is subject to the approval of the Board of Directors.

Adopted this 13th day of November, 1997.

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SUMMERLIN SOUTH COMMUNITY ASSOCIATION RESOLUTION TO ADOPT THE DESIGN CRITERIA REGARDING DECORATIVE LANDSCAPE FEATURES AND/OR WATER FEATURES

WHEREAS, Article 4, Section 4.3 (a) of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin South Community Association provide the Design Review Committee with the power and duty to adopt, amend, repeal and augment the Design Criteria, and

WHEREAS, there is a need to adopt the Design Criteria regarding Decorative Landscape Features and/or Water Features as the standard by which all request for Decorative Landscape Features and/or Water Features are examined,

NOW, THEREFORE BE IT RESOLVED that the Design Review Committee of the Summerlin South Community Association does hereby adopt and establish the following policy:

Decorative landscape and/or water features such as waterfalls, rock outcroppings, sildes or structures are allowed under the following conditions:

- Natural and artificial rock features may have a zero setback from the property line
 Natural and artificial rock features may have a zero setback from the property line
 provided they remain below the height of all solid property line walls and are not structurally supported by such walls.
- Natural and artificial rock features which are higher than any property line wall or located Natural and artificial rock features which are higher than any property line wall or located along an open view fence, must be set back a minimum of five (5) feet from any property line wall and must be screened with landscaping. Such features are limited to a maximum height of eight (8) feet above the existing pad elevation of the primary residence.
- Any structure, which includes or incorporates active areas such as slides, platforms, etc.,
 Must be setback a minimum of five (5) feet from any property line and must be screened with landscaping. Such structures are limited to a maximum height of eight (8) feet above the existing pad elevation of the primary residence.

ADOPTED THIS 2nd DAY OF JANUARY, 2001

The Design Review Committee Randy Ecklund BIII Dickey 2000 Diann Spoon

Summerlin South Community Association

Model Rules for Installation of Antennas in Planned Unit Developments (Homeowners' Associations)

Satellite Antenna Resolution & Criteria

Preamble

These rules are adopted by the *Board of Directors of The Summerlin South Community* Association, on the day of November 13,1997.

Recitals

WHEREAS, the Summerlin South Community Association (the "Association") is responsible for governance of the Association; and

WHEREAS, the Association exists pursuant to NRS.81.410 through 81.540 and the Convenants, Conditions, Restrictions and Reservation of easement for the Summerlin South Community Association; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Association, pursuant to Article III, Sec.3.2 and Article VII, Sec. 7.4; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 1.4, 1996, preempting certain restriction in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing Installation, maintenance, and use of antennas in the best interests of the Association and consistent with the FCC rule.

NOW THEREFORE, the Association adopts the following restrictions and regulations for the Association, hereinafter referred to as the "Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Association, and which shall supersede any previsously adopted rules on the same subject matter.

II. Definitions

A. Antenna any device, used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring,

fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

- B. Mast Structure to which an antenna is attached that raises the antenna height.
- C. Transmission only antenna-any antenna used solely to transmit radio, television, cellular or other signals.
- D. Owner any homeowner in the Association. For the purpose of this rule only, "owner" includes a tenant who has the written permission of the homeowner/landlord to install antennas.
- E. Telecommunications signals signals received by DBS, television broadcast, and MDS antennas.
- II. Installation Rules
 - A. Antenna Size and Type
 - 1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
 - 2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
 - 3. Antennas-designed to receive television broadcast signals, regardless of size, may be installed.
 - 4. Installation of transmission-only antennas are prohibited without the approval of the Design Review Committee.
 - 5 All antennas not covered by the FCC rule are prohibited without the approval of the Design Review Committee.
 - B. Location
 - 1. Antennas must be installed solely on individually-owned property as designated on the recorded deed.
 - 2. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
 - 3. Antennas must not encroach upon any common areas or any other owner's property.
 - 4. Antennas shall be located in a place shielded from view from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an exclusive use area where an acceptable quality signal cannot be received. This section does not permit installation on common property, even if an acceptable quality signal cannot be received from an individually-owned lot.
 - C. Installation
 - 1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
 - 2. All Installations shall be completed so they do not damage the common areas of the Association or the lot of any other resident, or vold any warranties of the
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Association or other owners, or in any way impair the integrity of the buildings on common areas or lots.

- Owners are responsible for all costs associated with the antenna, including but not 3. limited to costs to:
 - Place or replace, repair, maintain, and move or remove antennas; а,
 - Repair damages to the common property, other lots, and any other property ь. damaged by antenna installation, maintenance or use;
 - Pay medical expenses incurred by persons injured by antenna maintenance, C. or use;
 - Reimburse residents or the Association for damages caused by antenna d, installation, maintenance, or use.
- Antennas must be secured so that they do not jeopardize the soundness or safety of any other owners' structure or the safety of any person at or near antennas, 4 including damage from wind velocity based upon a unique location.

. Maintenance Ð,

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- Owners shall not permit their antennas to fall into disrepair or to become safety 1. 4 A A
- hazards. \$140
- Ówners shall be responsible for antenna maintenance and repair. 2,
- Owners shall be responsible for repainting or replacement if the exterior surface of 3.

antennas deteriorates.

E. Safety

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- Antennas shall be installed and secured in a manner that complies with all ... applicable city and state laws and regulations, and manufacturer's instructions. 1. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
- Unless the above cited laws and regulations require a greater separation, antennas shall not be placed within 25 feet of power lines (above-ground or buried) and in 2. no event shall antennas be placed where they may come into contact with electrical power lines. This purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
 - All installations must comply with all applicable codes.
- In order to prevent electrical and fire damage, antennas shall be permanently and 3. 4. effectively grounded.

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Antennas are required to withstand winds of 60 mph. 5.

Antenna Camouflaging IV.

- Antennas or masts may not extend beyond a railing or fence unless no acceptable quality Α. signal may be received from this location.
- Antennas situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be Β. received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of

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reasonable cost.

- C. Antennas, masts, and any visible wiring must be painted to match the color of the structure which it is installed.
- " D. Antennas may not obstruct a driver's view of an intersection or street.

Number of Antennas

No more than one antenna of each provider may be installed by an owner.

1. Mast Installation

- A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
- B. Masts extending 12 feet or less beyond the roofline may be installed, subject to the regular notification process Masts extending more than 12 feet above the roofline must... be preapproved due to safety concerns posed by wind loads and the risk of falling antennas and masts.Applications for a mast higher than 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the need for a mast higher than twelve feet. If this installation will pose...
 - a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.
- C. Mast must be installed by licensed and insured contractors.
- D. . Masts must be painted the appropriate color to match the surroundings.
 - E. Maste installed on a roof shall not be installed nearer to the lot line than the total height of the mast and antenna structure
- F. Masts shall not be installed nearer to electric power lines than the total height of the mast
 - and antenna structure above the roof. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.
 - G. Masts shall not encroach upon another owner's lot or common property.
 - H. Masts installed on the ground must sustain a minimum of 60 mph winds.

'll. Notification Process

- A. Any owner desiring to install an antenna must complete a notification form and submit to Design Review Committee c/o the Association office. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.
- B. If the installation is other than routine for any reason, the owner and the Design Review Committee must establish a mutually convenient time to meet to discuss installation methods.

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'III. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

Enforcement

- If these rules are violated, the Association, may bring action for declaratory relief with . A. the FCC or any court of competent jurisdiction after notice and an apportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine of \$100 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
 - If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation. Β.

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

COMMUNITY ASSOCIATION IUMMERLIN'SOU R leen Nandy Cook r Title: \data\sca\wp\design\antenna.pud

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Notice of Intent to Install Antenna on Individually - Owned or Exclusive - Use Area

Unit/Home Owner(s);	<u></u>	······································				
Address:	,					
If Rented, tenant's namelAt	tach copy of owηer's w	itten pemission):				
Telaphone (Day)	Telephone (Evenings):					
Type of Antenna:	······································	etter versitelity and an average of the system of				
	Direct broadcast satelli Television broadcast Multipoint distribution s	te18-Inch	othersize			
Company Performing Installa	ition:	· · · · · · · · · · · · · · · · · · ·	· · ·			
Date installation performed:	n: Patio 🗆 Rea Other 🗆 Indic	r Deck 🖾 Balcony I				
Please indicate the method		•	1-			
Will the installation be i manufacturers' guidelines a	in compliance with a and applicable building	association guidell codes]? Yes 🗌 No	ines (which include			
If no, please provide three discuss antenna installation, the necessity for nonroutin	At this meeting, you v	vill need to provide ini	formation supporting			
ls a mast necessary for rec	peption? 🗆 Yes 🛛	No	•			
If yes, is the mast require height greater then the dis If yes, then you must com	tance from the Installat	ion to the lot line. L	ofline or extend to a			
l will comply with all of the I assume liability for any da to antenna installation, ma	amage to Association a					
Signed:		Date:				

Notification Form for Installation of Oversized Models

ast extending more than 12 feet above the roofline required for your antenna? ן ץ_es L_ No

I a mast extending higher than the distance from the installation to the lot line.

JYes DNO

you responded "yes" to either question, please provide your reasons why such a mast is ecessary. Include a detailed drawing of the installation plans, including;

Description of the antenna and mast

Exact location of the mast and antenna installation

Description of the manner and method of installation

Total height of the mast and the height it will extend beyond the roofline (Include an explanation of why the mast must extend to this height)

lesse provide a copy of the certificate of insurance of the contractor installing the antenna and the

iso indicate a date and time that would be convenient for you to meet with Design Review. Ittached a list of preferable days and times.

will comply with all of the Association's rules for installing, maintaining, and using antenna masts. assume liability for any damage to Association or other owner's property that occurs due to mast istaliation, maintenance and use.

ligned		 				
)ate:	Lei	 				
\ddress:		 	<u> </u>	11	•	
		 • •		-Winterna Inc 19	.	
ነት e:	(Day)	 (Evening)				

SUMMERLIN SOUTH COMMUNITY ASSOCIATION RESOLUTION COVENANT COMPLIANCE COMMITTEE

WHEREAS, there is a need to establish a Covenant Compliance Committee, and

WHEREAS, the Bylaws of the Summerlin South Community Association, Article V, Section 5.2, provides for the appointment of compliance committee as deemed by the Board of Directors to be appropriate in carrying out its duties and exercising its rights and powers, and Article V, Section 5.2 provides for the power to delegate its powers,

NOW, THEREFORE BE IT RESOLVED that there be appointed a Covenant Compliance Committee by the Board of Directors of the Summerlin South Community Association as follows:

The committee shall consist of not less than three (3) nor more than nine (9) persons. In addition, the committee may have as many Alternate members as may be appointed. Committee members shall be appointed by the President with the consent of the majority of the quorum present at a meeting of the Board of Directors. The initial Committee shall consist of five (5) members appointed for a two year term and four (4) members appointed for a one year term. Thereafter all appointments shall be for a two year term. Any committee member may be removed, either with or without cause, by a vote of the majority of a quorum present at a meeting of the Board of Directors. Any committee member may resign at any time by giving written notice to the Board of Directors. The committee shall continue to function until terminated by the Board of Directors.

The Covenant Compliance Committee shall advise the Board on enforcement of the Master Declaration of Covenants, Conditions, Restrictions and Reservations of Easements and all Supplemental Declarations of the Summerlin South Community Association. Members of the Committee shall familiarize themselves and at all times be guided by the Association governing documents, Design Review Guidelines and Robert's Rules of Order.

The Covenant Compliance Committee is a designee of the Board of Directors to attend meetings and hearings concerning possible violations of the Summerlin South Community Association Master and Supplemental CC & R s, Use Restrictions and Design Standards and Guidelines. They shall participate in hearings in regards to these violations in the manner prescribed by the Special Assessment Penalty Policy and Procedures as adopted by the Board of Directors of the Summerlin South Community Association and applicable state laws. The Committee shall operate in a courteous, friendly manner. Information regarding alleged violations may be brought before the Committee by management, members of the Design Review Committee, and/or residents. Members of the Committee shall be willing to visit properties of alleged violations and offer advice and counseling to the Board on the issues alleged to be in violation.

Covenant Compliance Advisory Committee Resolution p.2

Hearings and meetings of the Committee shall be held at least quarterly, however such meetings shall also be held at the request of the Board of Directors.

The Committee shall make recommendations to the Board of Directors and perform such other functions as approved by the Board of Directors.

All recommendations from the Committee will be discussed with the Board of Directors through attendance at the Covenant Compliance Committee meetings and/or hearings held by the Board of Directors.

ADOPTED THIS 15th DAY OF JULY, 1999.

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Randy Ecklund, President

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SUMMERLIN SOUTH COMMUNITY ASSOCIATION

RESOLUTION

ANNUAL BUDGET REVIEW COMMITTEE

WHEREAS, there is a desire to establish a Annual Budget Review Committee, and

WHEREAS, the Bylaws of the Summerlin South Community Association, Article V, Section 5.1, provides for the appointment of committees as deemed by the Board of Directors to be appropriate in carrying out its duties and exercising its rights and powers,

NOW, THEREFORE BE IT RESOLVED that there be appointed an Annual Budget Review Committee by the Board of Directors of the Summerlin South Community Association as follows:

The committee members shall be designates of the Board of Directors. It shall be their function to evaluate, discuss and make recommendations to the Board of Directors regarding budgetary, matters of the Summerlin South Community Association. Therefore, members of the committee should have backgrounds in accounting, financial matters or equivalent experience. A board member shall serve as the liaison to the Committee on behalf of the Board of Directors.

The committee shall consist of not less than three (3) nor more than five (5) persons. Committee members shall be appointed by the President with the consent of the majority of the quorum present at a meeting of the Board of Directors. Any committee member may be removed, either with or without cause, by a vote of the majority of a quorum present at a meeting of the Board of Directors. Any committee member may resign at any time by giving written notice to the Board of Directors. The committee shall continue to function until terminated by the Board of Directors,

ADOPTED THIS 20th DAY OF May, 2004.

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Gerry Robbins, President StW What	1
Jeffery Geen, Secretary THery & Deen	•

RESOLUTION OF THE SUMMERLIN SOUTH COMMUNITY ASSOCIATION

RECITIALS

WHEREAS, the Summerlin South Community Association (the "Association"), in accordance with the Amended and Restated Declaration of Covenants, Restrictions and Reservation of Easements (the "CC & R's), Article VIII, Section 8.9, which allows for the Imposition of Assessments Liens upon non-payment of Association Assessments, through its Board of Directors, in accordance with the Bylaws, Article IV, Section 4.1, desires that a person be designated as on Assistant Secretary and/or Agent and/or Subordinate Officer of the Association for the purposes of signing, recording, mailing and otherwise executing all documents necessary for the Imposition of assessment liens upon non-payment of Association Assessment dues; and

WHEREAS, the Association, through its Board of Directors further desires that a person be designated as an Assistant Secretary and/or Agent and/or Subordinate Officer of the Association for the purpose of enforcing the lien by sale upon nonpayment of Association Assessment dues and signing, recording, mailing and otherwise executing all documents necessary to enforcing the lien by sale:

WHEREAS, the Association, through its Board of Directors, further desires that the person designated as an Assistant Secretary and/or Agent and/or Subordinate Officer of the Association for the stated purposes shall remain the Assistant Secretary and/or Agent and/or Subordinate Officer of the Association for the aforementioned stated purposes until terminated by a majority vote of the Board of Directors who must provide thirty days written notice of termination to the designated person.

RESOLUTION

NOW THEREFORE, IT IS HEREBY RESOLVED that the Association, by and through its Board of Directors, designates Randy Ecklund as the Assistant Secretary, and/or Agent and/or Subordinate Officer and/or Person for the purposes of signing, recording, mailing and otherwise executing all documents necessary for the imposition of assessment liens upon non-payment of Association Assessment dues.

Resolution, Liens

IT IS FURTHER RESOLVED that the Association, by and through its Board of Directors, designates Randy Ecklund as the Assistant Secretary and/or Agent and/or Subordinate Officer and/or Person for the purposes of enforcing the lien by sale upon non-payment of Association Assessment dues and signing, recording mailing and otherwise executing all documents necessary to enforcing the lien by sale.

IT IS FURTHER RESOLVED that Randy Ecklund, as Assistant Secretary and/or Agent and/or Subordinate Officer of the Association may, from time to time, appoint a law firm, title insurance company, or escrow agent licensed to do business in Nevada, to aid the Association in carrying out the foreclosure proceedings as described in the appropriate chapter of the Nevada Revised Statutes regarding condominiums, cooperatives, common-interest communities, or planned communities.

IT IS HEREBY FURTHER RESOLVED that this Resolution is perpetual and that Randy Ecklund shall remain Assistant Secretary and/or Agent and/or Subordinate Officer of the Association for the aforementioned stated purposes.

IT IS HEREBY FURTHER RESOLVED that this Resolution shall only be terminated by a majority vote of the Board of Directors who will direct that this Resolution shall be withdrawn after the lapse of thirty (30) days from the date of written notification to Randy Ecklund.

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DATED this 20th day of November, 2002.

THE SUMMERLIN SOUTH COMMUNITY ASSOCIATION

By: John Pótts, President Sebretary

RESOLUTION

PROCEDURES FOR THE ELECTION OF NEIGHBORHOOD VOTING DELEGATES

WHEREAS, Nevada Revised Statute 116.1201 (d) does not prohibit a common-interest community created prior to January 2, 1992 from providing for a representative form of government, and

WHEREAS, Nevada Revised Statute 116 requires that not withstanding any provisions in the declaration, the election of any delegate must be by secret written ballot, and

WHEREAS, Article II, Section 2.8 of the Amended and Restated Bylaws for the Summerlin South Community Association (Association); and Article VI, Section 6.4 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin South Community Association provide for a Delegate Voting System, and

WHEREAS, the Amended and Restated Bylaws for the Summerlin South Community Association, Article III, Sections 3.17 and 3.18 (f), and the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin South Community Association Article III, Section 3.2 provide the Board of Directors with the power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

WHEREAS, Article VI, Sec. 6.4 (b) states that Members and Delegates shall be entitled to exercise voting rights in the manner and during such times as prescribed by the Board of Directors, and

WHEREAS, the Board of Directors desires to promulgate reasonable procedures for the election of the Aleighborhood Voting Delegates in compliance with the Governing Documents and Nevada Revised Statute 16,

- NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Summerlin South Community Association has established the following procedures for the election of the Neighborhood Voting Delegates:
- Not less than forty-five (45) days prior to the date of the Annual Election of the Delegate for a Neighborhood Voting Delegate, the Association shall give notice to each unit owner (Member) of his eligibility to serve as a Neighborhood Voting Delegate.
- The notice shall include the duties of a Neighborhood Voting Delegate; candidate eligibility requirements; the
 opening and closing dates of a reasonable filing period during which each interested Member may submit his
 name in nomination for Delegate from his Delegate Neighborhood Voting; and an interest Form for the
 Member's use for submitting his name.
- In the absence of an Interest Form, a Member may submit his name in nomination in writing to the Association, subject to the opening and closing dates of the filing period specified in the notice.
- Members whose Interest Forms or written submittals are received by the Association following the close of the filing period will not have their names included on the secret written ballot for their Neighborhood Voting Delegate. Write-in votes are allowed.
- Not less than thirty (30) days prior to the date of the Annual Election of the Delegate for a Neighborhood Voting Delegate, the Association shall give notice of the Election and Meeting to each unit owner (Member) within the Neighborhood Voting Delegate.
- The notice shall include the time, date and location of the meeting of the Neighborhood Voting Delegate Membership and shall include information regarding quorum requirements and information from the interest Form submitted by each candidate from the Member's Neighborhood Voting Delegate.

- . In accordance with NRS 116, the election shall be conducted by secret written ballot in the following manner:
 - The Secretary of the Association shall cause a secret written ballot and a return envelope to be sent to mailing address of each Lot within the Association or any other mailing address designated in writing the Member.
 - Each Member shall be provided with at least 15 days after the date the secret written ballot is mailed to the Member to return the secret written ballot to the Association.
 - Only the secret written ballots that are returned to the Association in the manner prescribed on the ballot may be counted to determine the outcome of the election.
 - The secret written ballot must be opened and counted at a meeting called for the purpose of electing Neighborhood Voting Delegates. A quorum is not required to be present when the secret written ballots are opened and counted at the meeting.
 - A candidate for Neighborhood Voting Delegate may not possess, participate in the opening and counting of the secret written ballots or be given access to those ballets before they have been opened and counted at a meeting called for that purpose.
- Each Neighborhood Voting shall be entitled to elect a Delegate and an Alternate Delegate who would assume Delegate responsibilities at any meeting at which the Delegate is not present. The person receiving the highest number of votes shall be elected as Delegate and the person receiving the second highest number of votes shall be elected as Alternate Delegate.
- · Votes shall be cast only on the secret written ballot supplied by the Association."
- Bailots shall be counted at the Neighborhood Voting Delegate Election Meeting and the results announced at the meeting. The Secretary of the Association, or other party specified by the Board of Directors, shall then collect all ballots from each Delegate Neighborhood Voting to be maintained with the records of the election.
- Each Member is entitled to one (1) vote for each Unit in which they hold a membership interest, if more than
 one Person holds such interest, the co-owners shall exercise their vote as a unit. No fractional votes are
 allowed.
- In the event of a tie vote that can be resolved by the candidates, the matter shall be referred to the Board of Directors who shall, in their sole discretion, determine if the Neighborhood Voting Delegate failed to elect a Delegate or whether a run off election shall be held by secret written ballot in that Voting Delegate Neighborhood.
- In the event a Delegate Neighborhood Voting fails to elect a delegate, in accordance with Article VI, Section 6.4 (b), the President of the Association shall serve as the Neighborhood's Voting Delegate.
- In the event a quorum is not established by the secret written ballots, the Board of Directors shall appoint the person receiving the highest number of votes as Delegate and the person receiving the second highest number of votes as Alternate Delegate.

ADOPTED THIS 19th DAY OF APRIL, 2007

Julia Cleaver, President

Allson Cormler, Secretary

SUMMERLIN SOUTH COMMUNITY ASSOCIATION RESOLUTION

BOARD OF DIRECTORS ETHICS POLICY

WHEREAS, Nevada Revised Statute 116.31034 has specific provisions regarding duty to serve; and

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, Article VI, The Association and its Members, Section 6.1 <u>Functions of the Association</u>, Article VI, Association Powers and Responsibilities and the Amended and Restated Bylaws, Article III, <u>Board of Directors:</u> <u>Number, Powers, Meetings</u>, Section C. <u>Powers and Dutles</u>, 3.17 <u>Powers</u> of the Summerlin South Community Association ("Association") provide the Board of Directors with the power and Autiles necessary to administrate the affairs of the Association; and

WHEREAS, the Board wishes to ensure they maintain a high standard of ethical conduct In the performance of the Community Association business; and

WHEREAS, the Board wishes to avoid self-dealing, actual or apparent, in its administration of the Association; and

WHEREAS, the Board wishes to adopt requirements for Directors in order to ensure that the residents maintain confidence in, and respect for, the entire Board,

NOW THEREFORE BE IT RESOLVED THAT the following shall apply:

Each Director shall exercise his or her powers and duties in good faith, to the best of each director's abilities and with the utmost loyalty to the Association and Owners as a, whole.

Each Director shall have sufficient familiarity with the Governing Documents (Articles, CC&R's, Bylaws, Guidelines, and Policies.) and N.R.S. 116 so that he or she can use them to assist the Board in the procedural and substantive decision-making process.

Each Director shall seek to understand and fulfill the responsibilities of his or her position as a Director, including the additional responsibilities he or she may assume as an officer and/or committee member. If unable to perform these duties because of the time required or any other reason, that Director must advise the full Board.

Each Director shall prepare in advance for meetings so as to make best use of all participants time. This includes review of relevant material received prior to meetings.

Each Director understands that he or she cannot represent or act on the behalf of the Board unless expressly authorized to do so by a majority vote of the Board.

A Director shall not solicit or accept, directly or indirectly, any gifts, gratulty, favor, entertainment, loan or any other item of monetary value from a person who has, or is seeking to obtain a contractual, business, or financial relationship with the Association. Nor shall a Director accept a gift or favor made with the intent of influencing a decision or action on any official matter.

A Director shall not use his or her official capacity to make or participate in making an Association decision in which he or she may have a direct or indirect financial interest.

A Director shall disclose to fellow directors the potential for a conflict of interest as soon as it is apparent and will work to avoid even the appearance of impropriety.

Each Director shall respect the Association's property, including proprietary documents, as corporate property and not take it or use it for self serving purposes.

A Director shall not discuss Executive Session business outside of Board meetings, unless expressly authorized to do so by a majority vote of the Board. Copies of Attorney/Client communications are privileged and copies are not to be distributed beyond the Board, unless expressly authorized to do so by a majority vote of the Board. These duties extend even after his or her term has expired

A Director shall not willingly misrepresent the facts to the residents of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a Director's personal cause.

A Director shall not engage in any conversation, writing, publishing or speech making that defames any other members of the Association Board, resident of the community or management staff.

A Director shall not interfere with a contractor implementing a contract in progress. All communications with contractors shall go through the management staff.

A Director shall not interfere with the duties of any management staff member, nor shall a Director harass, threaten, or attempt through any means to control or instill fear in a member of the management staff or staff member of any contractor.

The President shall act as the lialson to management and management will accept direction from the President in matters relating to management of the Association. In the absence of the President, management shall accept direction and instruction from an alternate officer in the order prescribed by the governing documents.

Each Director acknowledges that a violation of the provisions of this resolution could result in the matter being submitted to the Nevada Commission for Common-Interest Communities for review and possible sanctions.

ADOPTED THIS 16th DAY OF JUNE 2005.

SUMMERLIN SOUTH COMMUNITY ASSOCIATION RESOLUTION REGARDING BUSINESS RECORDS RETENTION

WHEREAS, Summerlin South Community Association ("Association") is a Nevada corporation duly organized and existing under the laws of the State of Nevada;

WHEREAS, the Board of Directors ("Board") of the Association is responsible for conducting, managing, and controlling the affairs and business of the Association. In accordance with those responsibilities, the Board may adopt, amend, repeal and enforce reasonable rules and regulations ("Rules") governing, among other things, retention of Association business records. The Board has such authority pursuant to, among other things, Nevada Revised Statutes ("NRS") 116.049, 116.3102, 116.3103 and 116.31065; Article 3.2 of the Association's Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("CC&Rs"); Sections 3.18 and 6.4 of the Association's Bylaws; and Article 3 of the Association's Articles of Incorporation;

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a formal written policy regarding records retention;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following Resolution by and on behalf of the Association:

RETENTION OF BOOKS, RECORDS AND OTHER PAPERS

1. The Association shall maintain the books, records and other papers of the Association for the time periods required by NRS Chapter 116, including as provided in NRS 116.31175(7), NRS 116.3108(8), NRS 116.31083(11) (the "Records Retention Statutes").

2. Except as otherwise provided in this Resolution, the books, records and other papers of the Association will be properly disposed of and/or destroyed after ten (10) years. This ten (10) year retention period shall commence from the applicable end date of the document (i.e. the retention period on a multi-year contract shall commence at the end of the contract period).

3. All minutes, including minutes maintained pursuant to NRS 116.3108(8) and NRS 116.31083(11), as well as Committee meeting minutes, will be maintained until such time as the Association may be terminated.

4. Governing documents, and owner design review documents will be maintained until such time as the Association may be terminated.

5. Any owner requests for access to the foregoing records shall be submitted on a records request form approved by the Association. Records will be made available in compliance with and determined by NRS Chapter 116 and Nevada Administrative Code ("NAC") Chapter 116 (including NRS 116.31175 and 116.3118, and NAC 116.440), as well as the Association's Governing Documents (including as defined in NRS 116.049).

MISCELLANEOUS PROVISIONS

1. <u>Interaction With CC&Rs and NRS 116</u>. This Resolution does not replace any provision of the CC&Rs and any provision contained therein remains in full force and effect. This Resolution is intended to work in conjunction with the CC&Rs and NRS and NAC Chapter 116. If any provision of this Resolution is determined to be null and void for whatever reason, then all other provisions of the Resolution shall remain in full force and effect.

2. <u>This Resolution Supersedes Any Prior Resolutions of this Nature</u>. This Resolution supersedes and replaces any prior rule, policy or resolution adopted or followed by the Association, whether written or unwritten, related to this issue.

APPROVED BY ACTION OF THE BOARD OF DIRECTORS ON THE 18th DAY OF MARCH, 2021.

By President Its: