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**2003 Amended Declaration of Conditions, Covenants and Restrictions of Weatherstone Condominium Corp., Inc.**

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# **2003 Amended Declaration of Conditions, Covenants and Restrictions of Weatherstone Condominium Corp., Inc.**

**Revised July 2003**

# 2003 Amended Declaration of Conditions, Covenants and Restrictions for Weatherstone Condominium Corp., Inc.

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2003 Amended Declaration of Conditions, Covenants and Restrictions for  
Weatherstone Condominium Corp., Inc.

This 2003 Amended Declaration of Conditions, Covenants and Restrictions (the "Declaration") is made by the Owners of Weatherstone Condominium Corp., Inc. as of the date set forth on the Certification attached hereto. This Declaration shall supersede all previously recorded Declarations and amendments thereto, with the exception of the Final Amended Plats and Plans filed in 1987 and further described herein.

**Preamble**

A The original Declarant was Bronze Construction Co., Inc. ("Grantor"), a Nevada corporation. Grantor recorded a plan for condominium ownership (the "Enabling Declaration") on February 18, 1981, in Book No. 1347 as Instrument No. 1316846 in the Recorder's Office of Clark County, Nevada. Under this plan, Grantor created a subdivision development of 25 four-plexes consisting of a total of 100 condominium living units. The Enabling Declaration established a plan for the individual ownership of the real property consisting of the area or space contained in each of the living units (the "Units") in said condominium Project and the co-ownership by the individual and separate Owners thereof as tenants in common, of all of the remaining real property which is hereinafter defined as the Common Elements.

B The real property conveyed by the Grantor in the condominium Project was recorded as No. 1231981 in Book 26, page 24 of Plats, Official Records, Book No. 1272, Clark County, Nevada, Records. The Grantor did not reserve the right to create any additional units and no real estate in the condominium Project is subject to reallocation.

C Grantor filed bankruptcy after constructing the first 60 units. The final phase of the 100-Unit condominium project was completed in 1987. The final amended plats and plans (the "Final Amended Plats and Plans") were filed on May 22, 1987, in Book No. 37 of Plats, page 3, as Instrument No. 00974. The Final Amended Plats and Plans are incorporated by reference in this Declaration.

D The Enabling Declaration described herein, included Bylaws. The 2003 Amended Bylaws supersede previously recorded Bylaws and any amendments thereto. The 2003 Amended Bylaws are on file with the Weatherstone Condominium Corp., Inc.

**Article I  
Property Description**

Section 1.1 Project Location, Description Weatherstone Condominium Corp., Inc. is a non-profit condominium common-interest community located on South Mojave, City of Las Vegas, County of Clark, State of Nevada. The condominium subdivision of land comprises the entire Southwest quarter of the Northeast quarter of Section 13 Township 21 South, Range 61 East, MDM, Clark County, Nevada.

Section 1.2 Property Ownership Weatherstone is a common-interest community owned by 100 condominium Unit Owners. The individual Units are designated for separate ownership and a remainder of the real estate is designated for common ownership solely by the Unit Owners. Each Owner's interest in the common-interest community includes a fee simple estate in the property and a separate interest in the Unit, an undivided fractional one percent interest as tenants-in-common in the Common Elements, exclusive use rights of the Unit's Limited Common Elements, as further described in this Declaration, and easements and right to the use of Common Elements. Each of the 100 Weatherstone Units is entitled to one vote, representing 1/100<sup>th</sup> of the Association's voting power, and is responsible for 1% of the Common Expenses.

Section 1.3 Plats and Plans The Final Amended Plats and Plans, which are incorporated by reference in this Declaration, provide a description of the boundaries of each Unit, the Unit's identifying number, the Unit's size and number of rooms, and the Unit's location within a building. The plat survey includes a detailed description of the real estate, the extent of any encroachments by or upon any portion of the property, the location and dimensions of all easements having a specific location and dimension which serve or burden any portion of the common-interest community, the location and dimensions of any vertical Unit boundaries, the Unit's horizontal boundaries and the location and dimensions of the Limited Common Elements.

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**Section 1.4 Unit Street Addresses** The 100 Units, described more fully in the Final Amended Plats and Plans, are now commonly known by their street addresses

- |                             |                             |                             |                              |
|-----------------------------|-----------------------------|-----------------------------|------------------------------|
| 3219 Dawnflower St - Unit A | 3299 Dawnflower St - Unit B | 3265 Dawnflower St - Unit C | 3465 Larkou Lane - Unit D    |
| 3219 Dawnflower St - Unit B | 3299 Dawnflower St - Unit C | 3265 Dawnflower St - Unit D | 3466 Larkou Lane - Unit A    |
| 3219 Dawnflower St - Unit C | 3299 Dawnflower St - Unit D | 3280 Dawnflower St - Unit A | 3466 Larkou Lane - Unit B    |
| 3219 Dawnflower St - Unit D | 3216 Dawnflower St - Unit A | 3280 Dawnflower St - Unit B | 3466 Larkou Lane - Unit C    |
| 3235 Dawnflower St - Unit A | 3216 Dawnflower St - Unit B | 3280 Dawnflower St - Unit C | 3466 Larkou Lane - Unit D    |
| 3235 Dawnflower St - Unit B | 3216 Dawnflower St - Unit C | 3280 Dawnflower St - Unit D | 3481 Larkou Lane - Unit A    |
| 3235 Dawnflower St - Unit C | 3216 Dawnflower St - Unit D | 3296 Dawnflower St - Unit A | 3481 Larkou Lane - Unit B    |
| 3235 Dawnflower St - Unit D | 3232 Dawnflower St - Unit A | 3296 Dawnflower St - Unit B | 3481 Larkou Lane - Unit C    |
| 3251 Dawnflower St - Unit A | 3232 Dawnflower St - Unit B | 3296 Dawnflower St - Unit C | 3481 Larkou Lane - Unit D    |
| 3251 Dawnflower St - Unit B | 3232 Dawnflower St - Unit C | 3296 Dawnflower St - Unit D | 3482 Larkou Lane - Unit A    |
| 3251 Dawnflower St - Unit C | 3232 Dawnflower St - Unit D | 3433 Larkou Lane - Unit A   | 3482 Larkou Lane - Unit B    |
| 3251 Dawnflower St - Unit D | 3248 Dawnflower St - Unit A | 3433 Larkou Lane - Unit B   | 3482 Larkou Lane - Unit C    |
| 3266 Dawnflower St - Unit A | 3248 Dawnflower St - Unit B | 3433 Larkou Lane - Unit C   | 3482 Larkou Lane - Unit D    |
| 3266 Dawnflower St - Unit B | 3248 Dawnflower St - Unit C | 3433 Larkou Lane - Unit D   | 3451 Nightflower St - Unit A |
| 3266 Dawnflower St - Unit C | 3248 Dawnflower St - Unit D | 3449 Larkou Lane - Unit A   | 3451 Nightflower St - Unit B |
| 3266 Dawnflower St - Unit D | 3249 Dawnflower St - Unit A | 3449 Larkou Lane - Unit B   | 3451 Nightflower St - Unit C |
| 3267 Dawnflower St - Unit A | 3249 Dawnflower St - Unit B | 3449 Larkou Lane - Unit C   | 3451 Nightflower St - Unit D |
| 3267 Dawnflower St - Unit B | 3249 Dawnflower St - Unit C | 3449 Larkou Lane - Unit D   | 3467 Nightflower St - Unit A |
| 3267 Dawnflower St - Unit C | 3249 Dawnflower St - Unit D | 3450 Larkou Lane - Unit A   | 3467 Nightflower St - Unit B |
| 3267 Dawnflower St - Unit D | 3264 Dawnflower St - Unit A | 3450 Larkou Lane - Unit B   | 3467 Nightflower St - Unit C |
| 3283 Dawnflower St - Unit A | 3264 Dawnflower St - Unit B | 3450 Larkou Lane - Unit C   | 3467 Nightflower St - Unit D |
| 3283 Dawnflower St - Unit B | 3264 Dawnflower St - Unit C | 3450 Larkou Lane - Unit D   | 3484 Nightflower St - Unit A |
| 3283 Dawnflower St - Unit C | 3264 Dawnflower St - Unit D | 3465 Larkou Lane - Unit A   | 3484 Nightflower St - Unit B |
| 3283 Dawnflower St - Unit D | 3265 Dawnflower St - Unit A | 3465 Larkou Lane - Unit B   | 3484 Nightflower St - Unit C |
| 3299 Dawnflower St - Unit A | 3265 Dawnflower St - Unit B | 3465 Larkou Lane - Unit C   | 3484 Nightflower St - Unit D |

**Article II  
Definitions**

**Section 2.1 "Articles"** shall mean the Association's Articles of Incorporation as filed or to be filed in the Office of the Secretary of State of Nevada, and as may be amended from time to time

**Section 2.2 "Assessments"** shall mean any charge which the Association may impose pursuant to the provisions of the Association's Governing Documents. Such Assessments are more fully described in Section VI

**Section 2.3 "Association"** shall mean Weatherstone Condominium Corp., Inc., a Nevada non-profit corporation situated in Clark County Nevada. The Association is comprised of the 100 Weatherstone Owners who are the members of the Association

**Section 2.4 "Board"** shall mean the Association's Board of Directors, elected or appointed in accordance with the Bylaws. **"Board Director"** shall mean an elected or appointed director of the Board

**Section 2.5 "Bylaws"** shall mean the Association's Bylaws which have been or will be adopted by the Association, and as may be amended from time to time

**Section 2.6 "Capital Reserves"** shall mean the funds of the Association held in a separate account for the repair, replacement and restoration of the major components of the Common Elements. The Capital Reserves are established, funded and maintained in compliance with Nevada law

**Section 2.7 "Common Elements"** shall mean all portions of the Common-Interest Community other than the Units including encumbrances in favor of Units or Common Elements over other Units

**Section 2.8 "Common Expenses"** shall mean expenditures or financial liabilities of the Association together with any allocations to the Capital Reserves

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Section 2.9 "Common-Interest Community" and "Project" shall mean and refer to the entire condominium project, including all improvements and such additions as may be brought within the jurisdiction of the Association.

Section 2.10 "Condominium" shall mean the Common-Interest Community known as Weatherstone wherein the individual Units are designated for separate ownership and a remainder of the real estate is designated for common ownership solely by the Owners. Each Owner's interest in the Condominium includes:

- (a) A fee simple estate in the property and shall consist of a separate interest in the Unit;
- (b) An undivided fractional one percent interest as tenants-in-common in the Common Elements;
- (c) Exclusive use rights of the Unit's Limited Common Elements; and
- (d) Easements and right to the use of Common Elements.

Section 2.11 "Declaration" and "Amended Declaration" shall mean this 2003 Amended Declaration of Covenants, Conditions and Restrictions as may be amended from time to time.

Section 2.12 "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor who has requested notice from the Association of those matters which such insurer or guarantor is entitled to notice by reason of this Declaration.

Section 2.13 "Eligible Security Interest" shall mean a holder of a First Security Interest on a Unit who has requested notice from the Association of matters which the holder is entitled notice of by reason of this Declaration.

Section 2.14 "Final Amended Plats and Plans" shall mean the amended plats and plans filed with the Clark County Recorder's Office on May 22, 1987 (Book No. 37 of Plats, page 3, as Instrument No. 00974) when the last phase of Unit construction was completed. Such plats and plans are incorporated in this Declaration by reference.

Section 2.15 "First Security Interest" shall mean a first mortgage or first Deed of Trust Unit encumbrance.

Section 2.16 "Governing Documents" and "Restrictions" shall mean the Association's Declaration, Articles, Bylaws and Rules and Regulations and any other documents that govern the Association's operation, as may be amended from time to time.

Section 2.17 "Limited Common Elements" shall mean a portion or portions of the Common Elements allocated as set forth below for the exclusive use of one or more but fewer than all of the Units:

- (a) The patio area immediately adjacent to each Unit which patio area includes the patio slab, the interior portion of the patio walls (excluding the building walls), patio lighting fixtures, the patio gate and the patio irrigation system (if present);
- (b) The Unit's garage and garage doors;
- (c) All windows and exterior doors to the Unit and the Unit's Limited Common Elements;
- (d) The Unit's HVAC system (i.e., space heating, water heating and air conditioning equipment and all related plumbing, piping, duct work, conduits and pads and mounts designed to exclusively serve the Unit);
- (e) All plumbing in the Unit's Limited Common Elements and all plumbing in the walls of the Unit designed to exclusively serve the Unit; and
- (f) All electrical wiring, fixtures or equipment which 1) lie partially within and partially outside of the designated boundaries of the Unit or 2) are located outside of the Unit's boundaries but designed exclusively to serve the Unit.

The locations and dimensions of each Unit's boundaries and the location and dimensions of each Unit's adjoining patio and garage are reflected on the Final Amended Plats and Plans. The garage locations and Units in each building on the Final Amended Plats and Plans are each coded 1 through 4 to designate the location of each Unit's garage relative to the Unit.

Section 2.18 "Community Manager" shall mean the person or entity designated by the Board to manage the affairs of the Association and to perform various other duties assigned to it by the Board pursuant to the provisions of the Association's Governing Documents and Nevada law.

Section 2.19 "Notice and Hearing" shall mean the formal communication process which must occur before the Association may impose Fines for alleged Governing Document violations. An Owner's rights to receive a written notice of any alleged violation and the opportunity for a hearing before the Board shall occur in a manner consistent with Nevada law and is further described in this Declaration and the Rules and Regulations.

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Section 2.20 "Owner" shall mean the person or entity holding a fee simple interest in a Unit excluding those persons holding title as security for the performance of an obligation other than sellers under executory contracts of sale. Each Owner shall be a member of the Association.

Section 2.21 "Property" shall mean the Common Elements and the Units.

Section 2.22 "Rules and Regulations" shall mean the Rules and Regulations adopted by the Board pursuant to the Governing Documents and Nevada law.

Section 2.23 "Security Interest" shall mean and refer to an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation.

Section 2.24 "Units, Living Units or Family Units" shall mean the physical portion of the Common-Interest Community designated for separate ownership or occupancy and shall include the space contained within the Unit's exterior perimeter walls, ceilings and floors. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are part of the Unit, and all other portions of the walls, floors or ceilings are part of the Common Elements.

### Article III

#### Organization and Membership

Section 3.1 Organization. The Association was originally organized pursuant to Nevada Revised Statutes ("NRS") Chapter 81 and developed pursuant to NRS Chapter 117. The applicable provisions of NRS 82 and NRS 116 shall henceforth govern the Association.

Section 3.2 Powers. The Association is charged with the duties and vested with the powers prescribed by and set forth in the Articles, Bylaws, this Declaration and Nevada law. Nothing in this Declaration shall prevent the creation of the power to assess, regulate, maintain or manage the Association.

Section 3.3 Conflicts and Ambiguities. If a conflict exists between provisions of this Declaration and the Bylaws, the Declaration provisions shall prevail. If a Governing Document provision conflicts with or violates provisions of Nevada law, Nevada law prevails. If one Governing Document provision violates Nevada law, all other Governing Documents provisions are valid and enforceable if the provisions can be given legal effect with their original intent. If any conflict exists between NRS 116 and NRS 82, the provisions of NRS 116 shall prevail.

Section 3.4 Membership. Each Owner shall be a member of the Association. Unit ownership is the sole qualification for Association membership. Association membership shall be appurtenant to each Unit and shall not be transferred, pledged or alienated in any way, except upon the transfer of the Unit title to a new Owner.

### Article IV

#### Common Elements Permitted Use and Restrictions

Section 4.1 Owners' Rights of Enjoyment. Every Owner and, to the extent permitted by such Owner, such Owner's family, guests, tenants and contractors, shall have a right of ingress and egress, use and enjoyment in, to, and over the Common Elements which shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions and the provisions contained in the Declaration, Articles and Bylaws:

- (a) The right of the Association to reasonably limit the number of guests using the Common Elements;
- (b) The right of the Association to establish Rules and Regulations for the use of the Common Elements;
- (c) The right of the Association to borrow money for the purposes of improving, repairing or adding to the Common Elements and facilities and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 4.2 Easements for Parking. Temporary guest parking shall be permitted within the Common Elements only within spaces and areas designated for such purpose. The Board may establish "parking" and "no parking" areas within the Common Elements and enforce these parking limitations by all lawful means.

Section 4.3 Easements for Vehicular and Pedestrian Traffic. In addition to the general easements for use of the Common Elements, each Owner and their agents, tenants and guests shall have non-exclusive appurtenant easements for vehicular and pedestrian traffic over any parking areas and walkways within the Common Elements that are not designated Limited Common Elements.



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Section 4.4 Waiver of Use A waiver of the use of the Common Elements or abandonment of a Unit does not release an Owner from personal liability for assessments duly levied by the Association

## Article V Powers and Duties of the Association

Section 5.1 Powers and Duties The Association shall have all of the powers allowed under Nevada law, subject only to such limitations as are expressly set forth in this Declaration. The Association's power to act is subject to any Owner approvals or Eligible Security Interest approvals set forth in the Governing Documents and Nevada law. The Association shall have the power to perform any and all lawful acts, which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the provisions, the Association shall have these powers:

- (1) Assessments The power and duty to levy Unit Assessments and to enforce payment of such assessments in accordance with this Declaration and Nevada law
- (2) Repair, Maintenance and Replacement of Common Elements The power and duty to maintain, repair and replace Common Elements in a safe, sanitary and attractive condition and in good order and repair and to pay for utilities, gardening and other necessary services except that Owners shall be responsible for the repair and maintenance for Limited Common Elements and the Units as provided in this Declaration
- (3) Utility Services The power and duty to obtain, for the benefit of the Common Elements, any commonly metered water, gas and electric services, and may provide for refuse collection, and a cable or master television service as deemed necessary
- (4) Easements and Rights-of-Way The power, but not the duty, to grant and convey easements, leases and rights-of-way in, on, over or under the Common Elements
- (5) Delegation The power, but not the duty, to employ or contract with a professional manager to perform any part of the duties and responsibilities of the Association, and the power, but not the duty, to delegate its powers to committees, officers and employees
- (6) Contractors and Employees The power to hire and discharge managing agents and other employees, agents and independent contractors
- (7) Legal and Accounting Services The power to retain and pay for legal and accounting services necessary or proper in the operation of the Association, enforcement of the Governing Documents, or in performing any other duties or rights of the Association
- (8) Lease and Conveyance of Common Elements The power, but not the duty, to lease or convey, portions of the Common Elements, subject to the approval of the majority of Owners and the required approval of Eligible Security Interests
- (9) Governing Documents The power to adopt and amend the Association's Governing Documents
- (10) Budgets The power to adopt and amend budgets for revenues, expenditures and Capital Reserves and collect assessments for Common Expenses from Owners
- (11) Litigation The power to institute, defend or intervene in litigation or administrative proceedings in the name of the Association or two or more Owners on matters affecting the Common-Interest Community in compliance with any notification, ratification or authorization requirements set forth in Nevada law
- (12) Contracts The power to make contracts and incur liabilities
- (13) Improvements The power to cause additional improvements to be made as part of the Common Elements
- (14) Charges for Use of Common Elements The power to impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners
- (15) Charges and Fines The power to impose charges for late payment of assessments and, if necessary, after Notice and Hearing, levy reasonable fines for violations of the Association's Governing Documents. The power to impose reasonable charges to prepare and record Declaration amendments, statements of unpaid assessments and certificates the Association is required to prepare under Nevada law
- (16) Indemnification The power to provide for the indemnification of its officers and Board and to maintain directors and officers liability insurance
- (17) Future Income The power to assign the Association's rights to future income

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- (18) Removal of Vehicles The power to direct the removal of vehicles improperly parked on Common Elements pursuant to Nevada law
- (19) Governance and Operation The power to exercise all of the powers that may be exercised by Community-Interest Communities in Nevada and the power to exercise any other powers necessary and proper for the governance and operation of the Association
- (20) Other Services The power and duty to maintain the integrity of the Common Elements and provide such other services as may be necessary or proper to carry out the Association's obligations and business under the terms of this Declaration in order to enhance the enjoyment of the Common Elements or to facilitate the use thereof by the Owners

Section 5.2 Rules and Regulations The Board may adopt, and periodically amend, such Rules and Regulations as it deems proper for the use of the Property. Any amendments to the Rules and Regulations shall be mailed, or hand-delivered to each Owner within thirty days after any change is made. Amended Rules and Regulations have the same effect as if they were set forth in the Governing Documents. The Association may not enforce Rules and Regulations amendments until thirty days after written notice is mailed or delivered to Owners

## Article VI Assessments

Section 6.1 Obligation of Assessments Each Owner, by acceptance of a deed or other conveyance, whether or not it shall be so expressed in such deed or other instrument, is deemed to covenant and agree to pay to Association assessments for: (1) Annual Common Assessments, (2) Special Common Assessments, (2) Capital Improvement Assessments, (3) Special Unit Assessments, and (5) Other Assessments, including Fines, Collection Costs, Interest Charges and Late Charges. Such assessments shall be a personal obligation of each Owner, shall be a charge on the land, and shall be a continuing lien upon the Unit against which such assessment is made.

Section 6.2 Allocation of Assessments All Annual Common Assessments, Special Common Assessments and Capital Improvement Assessments shall be allocated and assessed equally based on each Unit's 1% ownership interest. Common Expenses incurred to benefit fewer than all Owners shall be assessed to individual Units. Special Unit Assessments and Other Assessments shall be assessed to individual Units as described herein.

Section 6.3 Annual Common Assessments The Annual Common Assessment shall be sums sufficient to pay annual Common Expenses including an adequate Capital Reserve contribution for periodic maintenance, repair and replacement of Common Elements. The Annual Common Assessment shall be based on a budget adopted by Owners. Annual Common Assessments shall be collected monthly or as otherwise determined by the Board.

Section 6.4 Special Common Assessments Special Common Assessments may be required if circumstances occur not anticipated in the annual budget adopted by Owners. The Board may assess a Special Common Assessment to fund Common Expense deficiencies, subject to limitations described in Section 6.5. Special Common Assessments shall be levied in the form of an increase in the Annual Common Assessment, a one-time assessment or a short-term periodic monthly assessment.

Section 6.5 Maximum Common Assessment Increase The Board may increase the Common Assessments (combination of Annual Common Assessment and Special Common Assessment) a maximum of 11% each calendar year without Owner approval. The Common Assessments shall be increased more than 11% each calendar year only with the approval of a majority of Owners, unless a Common Assessment is required to satisfy other Governing Document provisions (e.g. to reconstruct or restore Common Elements damaged by fire or other casualty) or to comply with other provisions of Nevada law.

Section 6.6 Capital Improvement Assessments The Association may levy a Capital Improvement Assessment to pay for all or a portion of the cost of making Common Elements capital improvement. A Capital Improvement Assessment shall only be assessed with the approval of the majority of Owners. Such assessment may be levied in the form of a one-time assessment or a limited-term periodic monthly assessment.

Section 6.7 Special Unit Assessments The Association shall levy a Special Unit Assessment against an individual Unit if an expense is incurred for the exclusive benefit of the Unit, or if a Common Expense is caused by the actions of an Owner or the Owner's family, tenants, guests or contractors and the expense benefits less than all Owners. Special Unit Assessments shall be levied to reimburse the Association for Limited Common Elements repair, maintenance or replacement expenses, requested and authorized by an Owner. Special Unit Assessments

shall be levied to recover Common Expenses if such expenses were caused by the misconduct, or negligent actions of an Owner or the Owner's family, guests, tenants or contractors. Special Unit Assessments may be levied for the cost incurred to bring a Unit into compliance with building codes or Governing Documents provisions. Other Special Unit Assessments, including legal expenses attributable to an individual Unit, may be levied as described in the Governing Documents and allowed under Nevada law. With the exception of such assessments requested and authorized by Owners, Special Unit Assessments may only be levied after notice and opportunity for hearing.

**Section 6.8 Fines** The Association may assess Fines for Governing Document violations in compliance with Nevada law. The Fine assessed shall be commensurate with the severity of the violation. Fines shall only be imposed only after the Owner has received a notice of the violation and is provided an opportunity to be heard. The Association shall mail or hand-deliver a schedule of Fines that may be imposed for Governing Document violations.

**Section 6.9 Collection Charges** The Association may assess Collection Charges to recover the costs of collecting amounts assessed to the Owner's Unit but not paid.

**Section 6.10 Interest Charges and Late Charges** The Association may assess an Interest Charge and a monthly Late Charge on any assessment not paid within thirty days after the assessment becomes due. The Interest Charge shall represent interest assessed at a rate of 12% per annum from the due date until paid. The Late Charge shall be a fixed monthly charge to compensate the Association for increased bookkeeping, billing and other administrative costs. The current monthly Late Charge, which may be amended from time to time, is \$15 on any assessment balance of more than \$40 not paid within thirty days after the assessment is due.

**Section 6.11 Other Owner Assessments** The Association may assess fees and charges for services, products and amenities provided for the benefit of individual Owners. Such fees and charges may include, but are not limited to, charges for parking passes, the purchase of additional security gate openers or pool keys, charges for photocopies of Association records and records inspection fees.

**Section 6.12 Collection Remedies** The Association holds an automatic lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due. The lien, collection, litigation and foreclosure processes and procedures and the rights and obligations of the parties are defined under Nevada law. The Association may not foreclose by sale on a lien for a Fine unless the underlying violation threatens the health, safety or welfare of the residents of the common-interest community.

**Section 6.13 Other Remedies and Sanctions** If an Owner receives a Governing Document violation notice, and does not remedy the violation within the time specified in the violation notice, or if an Owner does not pay any Assessment within 30 days of the Assessment due date, the Board shall have the authority to suspend, for a reasonable period of time: 1) the Owner's Association voting rights, and 2) the Owner's right to use Common Element amenities (e.g. pool area, tennis courts, clubhouse). Any suspension of rights shall not constitute a waiver or discharge of the Owner's obligation to pay the Assessments or comply with Governing Document provisions.

**Section 6.14 Unit Resale Information Requirements** An Owner must furnish certain information to a purchaser before selling or otherwise conveying a Common-Interest Community Unit. Upon written request from an Owner, the Association shall provide a certificate setting forth the amount of the Unit's unpaid assessments and other information necessary to allow an Owner to comply with Nevada law information requirements.

## Article VII General Restrictions

Subject to the exemptions as set forth herein, all real property shall be held, used and enjoyed subject to the following limitations and restrictions:

**Section 7.1 Hazardous Activities** No activities shall be conducted, nor shall any improvements be constructed, anywhere in the Property which are or might be unsafe or hazardous to any person or Unit. No toxic, offensive, hazardous or explosive substance shall be kept on any part of the Property by any person for any reason.

**Section 7.2 Residential Purposes** Each Unit shall be improved, used and occupied for private, single-family dwelling purposes only. No portion of the Common Elements shall be used for any commercial purposes whatsoever. Commercial purposes include any activity requiring a business license.

**Section 7.3 Lease of Condominium** Each Owner shall have the right to lease his Unit, provided a written lease requires tenants to be bound by and obligated with Governing Documents provisions. No Owner shall lease a

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Unit for transient or hotel purposes. A lease shall be deemed a transient lease or issued for hotel purposes if 1) the lease has a term of less than six months, or 2) the lessor provides any services normally associated with a hotel.

**Section 7.4 Interior Surfaces.** Each Owner shall have the right, at the Owner's expense, to maintain, repair, replace and/or finish the interior surfaces of the Unit's ceilings, floors, windows and window frames, door frames, perimeter walls, bearing walls, trim and garage.

**Section 7.5 Use of Limited Common Elements.** The right to use a Unit's Limited Common Elements shall be exercisable only by the Owner, and the Owner's family, tenants and guests. The right to use Limited Common Elements may not be transferred or conveyed apart from a conveyance of such Unit.

**Section 7.6 Use of Common Elements.** Subject to the limitations contained in this Declaration, every Owner, their tenants, and guests are hereby granted an easement for ingress, egress and enjoyment of the Common Elements which shall be appurtenant to the Unit and shall run with the land. Except as otherwise provided herein, the Common Elements shall be improved and used only for the following purposes:

- (a) affording vehicular passage and pedestrian movement including access to the Units;
- (b) recreational use by Owners and Unit occupants and guests, subject to rules established by the Board;
- (c) beautification of the Common Elements and providing privacy to the Owners through landscaping and such other means as the Board shall deem appropriate;
- (d) parking of Owner or guest vehicles in areas as may be designated, and upon such terms and conditions, as may be determined by the Board; and
- (e) as Limited Common Element areas to be used in the manner described herein.

Nothing herein shall be deemed 1) to unreasonably restrict, prohibit or otherwise impede the lawful rights of an Owner to access to his Unit, or 2) to allow persons other than the Owner, or the Owner's guests and tenants, to enjoy the use of the Unit's Limited Common Elements. No part of the Common Elements shall be obstructed to interfere with its permitted use or shall be used for storage purposes (except as incidental to permitted uses).

**Section 7.7 Liability for Damage.** Each Owner shall be legally liable to the Association for any damages to the Common Elements caused by the Owner or the Owner's family, tenants, guests or contractors.

**Section 7.8 Pets.** A maximum of two household pets (exclusive of caged birds or aquarium fish) may be kept in a Unit without Board approval. No other animals, reptiles, livestock, or poultry shall be brought on the Common Elements or kept in any Unit.

**Section 7.9 Nuisance.** No resident, their guests or their pets shall create noise, annoyances or other nuisances in the community that unreasonably interferes with the rights of other residents to enjoy the use of their Unit and the Common Elements.

**Section 7.10 Sign Control.** One sign advertising a Unit for sale or for rent, of reasonable dimensions, may be displayed in a Unit or the Unit's Limited Common Elements. No sign shall be displayed on the Common Elements without Board approval.

**Section 7.11 Outside Antennae and Satellite Dishes.** There shall be no outside television, radio antennae or satellite dishes or poles constructed or maintained on the Property except as approved by the Board pursuant to the Rules and Regulations and applicable law. The Owner is responsible for any damage resulting from the mounting of antenna, satellite dishes or any other contrivances on the Common Elements.

**Section 7.12 Display of the U.S. Flag.** An Owner is entitled to display the U.S. flag in a manner consistent with the Federal Flag Code and Nevada law. A U.S. flag may be displayed in, or attached to, the Limited Common Elements. The Association may adopt Rules and Regulations to limit the size of the flag, the number of flags displayed, the height of a flagpole and to prohibit any flag display posing substantial threats to health or safety.

**Section 7.13 Use Causing Loss of Insurance.** No Unit, Limited Common Element or Common Elements shall be used in a manner which causes property covered under the Association's insurance policy to become uninsurable or causes such policy to be canceled, suspended or ineligible for renewal.

**Section 7.14 Maintenance and Repair.** An Owner is responsible for the maintenance and repair of the Owner's Unit and Limited Common Elements at the Owner's expense. Exterior maintenance repairs or replacements must conform to standards (e.g., colors, styles, architecture) approved by the Board. If a Limited

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Common Element is not maintained or does not conform to approved standards, the Association may after notification and hearing opportunity complete the repairs, replacements or maintenance at the Owner's expense

Section 7.15 Unsightly Articles Unsightly articles are not permitted if the articles are visible from any street or any other Unit. Trash shall be kept at all times in enclosed, sanitary containers provided for that purpose

Section 7.16 Alteration of Units Subject to the provisions of this Declaration and any applicable law, an Owner may not change the appearance of or make any structural changes to the Common Elements, Limited Common Elements or the exterior appearance of a Unit, except with the permission of the Board

**Article VIII**

**Damage, Destruction or Condemnation of Common Elements**

Section 8.1 Damages by Owner To the extent permitted by law, each Owner shall be liable to the Association for any Common Expenses not fully reimbursed to the Association by insurance if the claim is fraudulent or if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper installation or maintenance of any improvement by the Owner or the Owner's family, guests, tenants or any other persons deriving their easement of use from the Owner or the Owner's family and guests

The Association reserves the right to determine whether a claim shall be made upon the Association's insurance. The Association further reserves the right, after Notice and Hearing, to levy a Special Unit Assessment equal to the cost of correcting the damage, any increase in insurance premiums, plus the insurance deductible, directly attributable to the damage caused by the Owner or the person for whom the Owner may be liable as described above. In the event an Owner causes a claim to be made upon the Association's insurance, any deductible shall be the sole responsibility of the Owner and may also be considered a Special Unit Assessment

Section 8.2 Repair of Damages In the case of damage by fire or other casualty to the Common Elements, any insurance proceeds shall be paid to the Association, which shall contract for the repair or replacement of the damaged Common Elements. The Association may levy a Special Common Assessment to satisfy any deficiency. Any insurable hazard restoration or repair of the Common Elements shall be performed substantially in accordance with the original plans and specifications unless the majority of the Eligible Security Interests approves other action. Any portion of the common-interest community for which insurance is required under Nevada law which is damaged or destroyed must be repaired or replaced promptly by the Association unless 80% of the Owners, including every Owner with Limited Common Elements that will not be rebuilt, vote not to rebuild

Section 8.3 Condemnation If all or any portion of the Common Elements is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the award in condemnation shall be paid to the Association

**Article IX.**

**Insurance**

Section 9.1 Insurance Obligations of Association The Association shall maintain

- (a) Property insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than eighty percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. Such insurance shall be maintained for the benefit of the Association, the Owners, and the Security Interests subject to loss payment requirements as set forth herein
- (b) Liability insurance including insurance for medical payments with limits of not less than one million dollars, covering occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements

The Board may purchase other insurance as necessary including, but not limited to, errors and omissions, directors, officers and agents' liability insurance, medical payments, malicious mischief, and such other risks as shall customarily be covered by projects similar in construction, location, and use. Fidelity bond coverage may be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors, and trustees, whether or not such persons are compensated for their services

Section 9.2 Insurance Premiums Association insurance premiums shall be a Common Expense

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**Article X**  
**Right Of Security Interest**

**Section 10.1 Security Interests' Consent** Neither the Association nor any Owner shall do any of the following, unless at least sixty-seven percent of the Eligible Security Interests (based upon one vote for each Unit's Eligible Security Interests) have given their prior written approval:

- (a) seek, by act or omission, to abandon the Condominium Project or to terminate this Declaration, or change, waive or abandon any scheme or regulation or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of Units or the Common Elements;
- (b) change the pro-rata interest or obligations of any Condominium for the purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro-rata share of the Common Elements appurtenant to each Unit;
- (c) partition or subdivide any Condominium;
- (d) seek, by act or omission, to abandon, partition, subdivide, sell or transfer the Common Elements or Property. The granting of easements for public utility or other public purposes consistent with the uses of Common Elements shall not be deemed a transfer within the meaning of this provision;
- (e) use of hazard insurance proceeds for losses to any portion of the Common-Interest Community for purposes other than repair, replacement or reconstruction, except as may be provided by statute upon substantial loss to the Unit, Common Elements or Property; or
- (f) failure to maintain fire and extended coverage insurance on Common Elements and improvements thereto.

**Section 10.2 Notice to Security Interest** Upon written request to the Association, identifying the name and address of the Security Interest holder, Insurer or Guarantor and the Unit address, any Eligible Security Interest or Eligible Insurer or Guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Condominium on which there is a first Mortgage held, insured or guaranteed by such Eligible Security Interest or Eligible Insurer or Guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner, subject to a Security Interest held, insured or guaranteed by such Eligible Security Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty days;
- (c) Any lapse, cancellation or material modification of any Association insurance policy or fidelity bond; or
- (d) Any proposed action requiring the consent of a specified percentage of Eligible Security Holders as required in this Declaration.

**Section 10.3 Security Interest Approval** An Eligible Security Interest who receives a written request pursuant to this section who does not deliver or mail a response to the requesting party within thirty days shall be deemed to have approved such request.

**Article XI**  
**Budget and Capital Reserve Study**

**Section 11.1 Budget** Within thirty days after adoption of any proposed Association budget, the Board shall provide a summary of the Association's budget to all Owners and shall set a meeting date for the Owners to consider ratification of the budget. The budget must be mailed to Owners not less than 30 days or more than 60 days before the beginning of the Association's fiscal year (which is January 1 of each calendar year). The Owner budget ratification meeting date shall be no less than fourteen days and no more than thirty days after mailing the budget summary. Unless a majority of all Owners reject the budget at that meeting, the budget is ratified whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

**Section 11.2 Capital Reserve Study and Reserve Withdrawals** The Association shall establish an adequate Capital Reserve funded on a reasonable basis for the repair, replacement and restoration of the major components. The Board shall contract to conduct a Capital Reserve Study once every five years. The Board shall review this study annually to determine if the Capital Reserves are sufficient and make any adjustments necessary to maintain the required Capital Reserves. Money in the Capital Reserve account may only be withdrawn with the signatures of two Board Directors or the signatures of one Board Director and one Association officer.



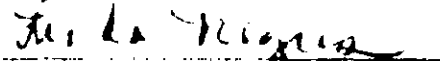
**Certification**

I the undersigned do hereby certify

1. That I am the duly elected and acting President of Weatherstone Condominium Corp. Inc. a Nevada Corporation and

2. That the foregoing Declaration of Conditions, Covenants and Restrictions comprising 15 pages (including the cover page, table of contents and this Certification) constitutes a change to the previously recorded Declaration of Conditions, Covenants and Restrictions of said corporation and has been duly adopted by a vote of the Membership.

IN WITNESS WHEREOF, I hereunto subscribe my name this 17<sup>th</sup> day of ~~September~~ <sup>October</sup> 2003

  
Linda Nexus, President

Attest

  
David Ross, Secretary

When Recorded Mail To: Weatherstone Condominium Corp. Inc.  
c/o The Property Group  
3280 Brentwood Street  
Las Vegas, NV 89111