A decorative border with a repeating geometric pattern surrounds the central text.

Resolutions and Policies  
Of  
Summerlin North

SUMMERLIN NORTH COMMUNITY ASSOCIATION  
FIXED ASSET AND CAPITALIZATION POLICY

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WHEREAS, The Amended and Restated Bylaws of the Summerlin North Community Association and any supplements and addendums thereto (the "Bylaws"), including Article IV, Sections 4.2 and 4.3, the Summerlin North Community Association's Amended and Rested Declaration of Covenants, Conditions and Restrictions and Reservations of Easements and any amendments thereto (the "CC&Rs" or the "Declaration"), including Article V, Sections 5.1 and 5.2, and NRS 116.3102 and 116.3103, grants the Board of Directors of the Summerlin North Community Association, (the "Board") all of the powers and duties necessary for the administration of the affairs of the Summerlin North Community Association (the "Association"). The Declaration, Bylaws, and any other documents that govern the Association and its operations, management, or control pursuant to NRS 116.049, including any supplements or addendums thereto, shall be collectively referred to as the "Governing Documents"; and

WHEREAS, it is the intent of the Board to establish policies for the consistent capitalization of and accounting for fixed asset acquisitions in accordance with Section 972 of the Financial Accounting Standards Boards ("FASB") Accounting Standards; and

WHEREAS, pursuant to the FASB Accounting Standards, an association generally capitalizes Real Estate when either of the following conditions are met: a) the association can dispose of the property, at the discretion of its board, for cash or b) the property is used by the association to generate significant cash flows from members on the basis of usage or from nonmembers. In the event that circumstances change and either of the conditions are applicable, then the Board and/or the Association auditor should be consulted in order to determine the most appropriate accounting treatment; and

WHEREAS, pursuant the FASB Accounting Standards, Personal Property acquired using operating funds or reserve funds with a cost of \$1,000.00 or more, and with a useful life of more than one (1) year shall be capitalized as an asset of the Association. Individual expenditures less than \$1,000.00 shall be recorded as operating expenses; and

WHEREAS, it is the intent of the Board that this Fixed Asset and Capitalization Policy (the "Policy") shall be effective as of the 26<sup>th</sup> day of June, 2024; and

WHEREAS, it is the intent that this Policy shall be applicable to the current and future Board of Directors unless otherwise rescinded, modified or amended by a majority of the Board of Directors; and

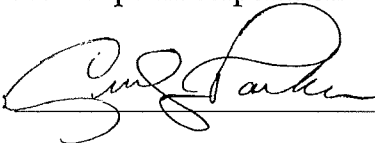
WHEREAS, this Policy supersedes and replaces any prior Fixed Asset and Capitalization Policy followed by the Association; and

NOW THEREFORE BE IT RESOLVED THAT:

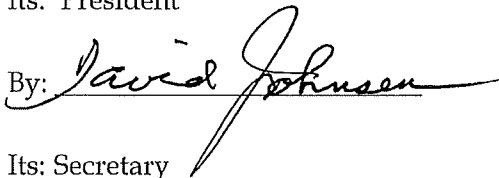
1. A "Capital Expense" is defined as the purchase of new goods or equipment (items not included in the Reserve Schedule) with a cost of \$1,000.00 or greater and with a useful life of one (1) year or greater.
2. Real Estate and Personal Property capital expenditures as described in the Recitals above shall be added to the Summerlin North Community Association assets and recorded within the operating fund.
3. Depreciation expense will be calculated monthly using the Straight-line method of depreciation and reflected in the periodic (monthly) Operating Account financial statements of the Summerlin North Community Association.
4. This Policy does not replace or supersede any provision of the Governing Documents, including the Declaration, 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 Governing Documents (including the Declaration), NRS Chapter 116, and NAC Chapter 116.

APPROVED AND ADOPTED BY ACTION OF THE BOARD OF DIRECTORS ON THE 26<sup>TH</sup> DAY OF JUNE, 2024.

**Summerlin North Community Association, a  
Nevada nonprofit corporation**

By: 

Its: President

By: 

Its: Secretary

**SUMMERLIN NORTH COMMUNITY ASSOCIATION  
ANTI-BULLYING POLICY**

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**WHEREAS**, Summerlin North 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 V, including Sections 5.1 and 5.2, and Article VI, including Sections 6.9 and 6.14 of the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements and any supplements or addendums thereto ("CC&Rs" or "Declaration"); and Article IV, including Sections 4.2 and 4.3 of the Association's Amended and Restated Bylaws and any supplements or addendums thereto ("Bylaws"). The Declaration, Bylaws, Rules, and any other documents that govern the Association and its operations, management, or control pursuant to NRS 116.049, including any supplements or addendums thereto, shall be collectively referred to as the "Governing Documents". Any capitalized terms not defined herein are defined in the Declaration, Bylaws, or other Governing Documents;

**WHEREAS**, Article XVI, Section 16.6(b) (Violations and Nuisances) of the Declaration states: "Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner; by the Association or its successors and assigns; and by the Summerlin Council or its successors or assigns, if the Restrictions provide that such provision is enforceable by the Summerlin Council.";

**WHEREAS**, Article I, Section 1.4 (Nuisances) of the Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin Village 1 North ("Supplemental CC&Rs" or "Supplemental Declaration") states: "No sound or odor shall be emitted from any area of the Development, which is noxious or unreasonably offensive to any Person... or other items which may unreasonably disturb other Owners or their tenants ...";

**WHEREAS**, Article I, Section 1.8 (No Hazardous Activities) of the Supplemental Declaration states: "No activities shall be conducted ... anywhere in the Development which are or might be unsafe or hazardous to any Person, Lot or Condominium in the Development.";

**WHEREAS**, Article XVI, Section 16.6(c) (Violation of Law) of the Declaration states: "Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of the Restrictions and subject to all of the enforcement procedures set forth in the Restrictions.";

**WHEREAS**, Article VI, Section 6.8(b) (Specific Assessments) of the Declaration identifies the power of the Association to levy Specific Assessments to cover the costs incurred by the Association for enforcing compliance with the Governing Documents as a consequence of the conduct of an Owner or the occupants of a Lot.

**WHEREAS**, the Association has the power to impose fines and levy other sanctions against Owners for violations of the Governing Documents, including pursuant to NRS 116.31031.

**WHEREAS**, NRS 116.31184 (Threats, harassment and other conduct prohibited; penalty) states:

1. A community manager, an agent or employee of the community manager, a member of the executive board, an officer, employee or agent of an association, a unit's owner or a guest or tenant of a unit's owner shall not willfully and without legal authority threaten, harass or otherwise engage in a course of conduct against any other person who is the community manager of his or her common-interest community or an agent or employee of that community manager, a member of the executive board of his or her association, an officer, employee or agent of his or her association, another unit's owner in his or her common-interest community or a guest or tenant of a unit's owner in his or her common-interest community which:

(a) Causes harm or serious emotional distress, or the reasonable apprehension thereof, to that person; or

(b) Creates a hostile environment for that person.

2. A person who violates the provisions of subsection 1 is guilty of a misdemeanor.

**WHEREAS**, the Board deems it to be in the best interests of the Association, and in compliance with existing law, to adopt a policy: (a) clarifying the Association's interpretation of nuisance provisions in the Governing Documents; and (b) incorporating the provisions of NRS 116.31184 into the Association's Rules;

**WHEREAS**, this Policy supersedes and replaces any prior Anti-Bullying Policy followed by the Association; and

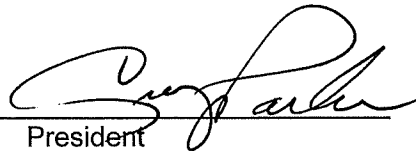
**NOW THEREFORE**, the Board hereby adopts the following "Anti-Bullying Policy" (or "Policy") by and on behalf of the Association:

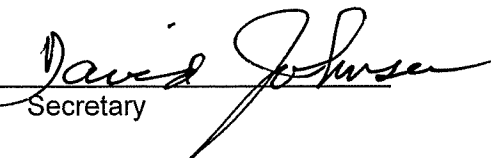
1. Pursuant to NRS 116.31184, a community manager, an agent or employee of the community manager, a member of the executive board, an officer, employee or agent of an association, a unit's owner or a guest or tenant of a unit's owner shall not willfully and without legal authority threaten, harass or otherwise engage in a course of conduct against any other person who is the community manager of his or her common-interest community or an agent or employee of that community manager, a member of the executive board of his or her association, an officer, employee or agent of his or her association, another unit's owner in his or her common-interest community or a guest or tenant of a unit's owner in his or her common-interest community which: (a) causes harm or serious emotional distress, or the reasonable apprehension thereof, to that person; or (b) creates a hostile environment for that person.
2. Such conduct shall be deemed a violation of the Governing Documents, including pursuant to Article XVI, Section 16.6(c) of the Declaration.

3. Such conduct shall also be deemed a “nuisance” and/or an “unsafe and/or hazardous activity” in violation of the Governing Documents, including pursuant to Article XVI, Section 16.6(b) of the Declaration, and Article I, Sections 1.4 and 1.8 of the Supplemental Declaration.
4. Any violation of this Policy may result in the Owner being called to a hearing for the violation and may further result in the levy of sanctions against the Owner, including monetary fines.
5. This Policy does not replace or supersede any provision of the Declaration, 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 Governing Documents (including the Declaration), 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 Governing Documents. 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 to pursue another remedy at a later date.

**APPROVED AND ADOPTED BY ACTION OF THE BOARD OF DIRECTORS ON THE  
28<sup>TH</sup> DAY OF FEBRUARY 2024.**

**Summerlin North Community Association, a  
Nevada nonprofit corporation**

By:   
Its: President

By:   
Its: Secretary

**SUMMERLIN NORTH COMMUNITY ASSOCIATION  
RESIDENTIAL BILLING AND COLLECTION POLICY**

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**WHEREAS**, Summerlin North 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 V, Sections 5.1 and 5.2 and Article VI, Sections 6.9 and 6.14 of the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Summerlin North Community Association and any supplements or addendums thereto ("CC&Rs" or "Declaration"); and Article IV, Sections 4.2 and 4.3 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 and/or NRS Chapter 116;

**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 and/or Members (collectively, "Owner(s)"), including pursuant to Article VI of the CC&Rs; Articles III, IV, and VI of the Bylaws; NRS Chapter 116, including NRS 116.3102, 116.3115, 116.3115(4), and 116.3116 through 116.31168; and NAC Chapter 116, including NAC 116.470;

**WHEREAS**, in accordance with NRS 116.3116, 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;

**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" or "Policy") by and on behalf of the Association:

1. **Assessments.** Assessments include all assessments identified in the CC&Rs and Bylaws, including Common Assessments, Special Assessments, Specific Assessments, Capital Improvement Assessments, Neighborhood Assessments, enforcement/violation fines and/or violation sanctions, and any other amounts that may be levied by the Association pursuant to the Association's Governing Documents (the foregoing are collectively referred to herein as "Assessments").

2. **Due Date.** Common Assessments shall be owed in twelve (12) equal installments due on the first (1<sup>st</sup>) 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/delinquent if not paid when due.
3. **Late Fees.** If the Assessment is not paid within (30) days after the due date, a late charge as determined by the Board of Directors to compensate the Association for increased bookkeeping, billing, administrative costs and any other appropriate charges (collectively, "Late Charge") may be charged for each month the payment has not been received. See CC&Rs, Section 6.14. Each late/delinquent account for each Owner Unit may be imposed this Late Charge, but the Late Charge against each Owner Unit will not be imposed more than one (1) time each month.
4. **Interest.** Any unpaid amounts bear interest at the maximum rate permitted by the Governing Documents and Nevada law. See CC&Rs Section 6.14 and NRS 116.3115. Interest is assessed when an account is delinquent by more than sixty (60) 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. **NVSCRA Compliance.** 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.
6. **NCRA Compliance.** In order to comply with the Nevada Civil Relief Act: Federal Tribal and 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. *See* CC&Rs, Section 6.1. 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 recordation of any claim or lien for unpaid Assessments is required.
8. **Notice of Assessments and Increase in Assessments.** 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).*** The terms "mail" or "mailing" refers to by physical mailing and/or electronic mailing, as allowed and/or required by law and the Association's governing documents for the action at issue. The Board may elect from time to time to provide monthly coupon booklets and/or additional periodic statements of Assessments and charges, but failure to transmit such additional booklets and/or statements does not relieve any Owner of the obligation to pay Assessments. Additionally, any Owners that have signed up for the Association's automatic payment program will not receive a monthly coupon book.
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. **Costs of Collecting.** 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 NAC 116.470. 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. *See* CC&Rs Article VI; NRS 116.310313; and NAC 116.470.
11. **Application of Payments.** 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 Association's Governing Documents.
12. **Disclosure and Payment Plan Notice.** 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:

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- (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 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 entitled 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. See 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. See 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. See NRS 116.31162(4)(b).

13. **Assignment of Account to Designated Collection Agent.** If the Owner fails or refuses to 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. **General Process of Designated Collection Agent.** 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:

- (a) **Verification/Payment Request Letter.** 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) **Notice of Lien.** 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"). See NRS 116.31162(1)(a). The Agent, or the Association's President, are authorized to sign the Lien on behalf of the Association. See 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) **Notice of Default.** 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. See 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) **Notice of Sale.** If the Owner fails to pay the amounts listed 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. See 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. See CC&Rs, Section 6.18.

The Association may also suspend the Owner's voting rights and/or the use of any common area by any Owner as provided in the Governing Documents and Nevada law. See CC&Rs, Section 3.1(e) and Bylaws, Section 12.1.

The Association may also: (a) accelerate the balance of fiscal year assessments; (b) commence legal action to foreclose the Association's lien; (c) commence legal action to collect the Association's Collection Costs; and/or (d) report the delinquent debt to a credit reporting agency. See CC&Rs Article VI and Bylaws Article VI.

15. **Payment Plan.** 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:

- (a) 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/lien/foreclosure process without further notice to the Owner.

16. **Acceptance of Payments.** The following provisions shall apply to payments made by an Owner:

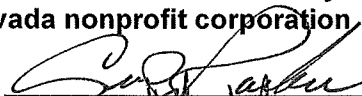
- (a) if an Owner physically delivers a partial or full payment for delinquent Assessments and all related charges and Collection Costs to the Association or the Association's Manager or its Designated Collection Agent, then the Association must accept such payment;
- (b) if an Owner remits a payment 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.

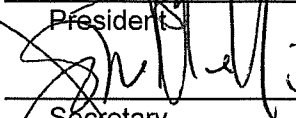
17. **Release of Lien/Rescission of NOD.** A Release of Lien ("Release) and/or Rescission of NOD ("Rescission") will not be recorded until the entire balance of the Owner's account is paid in full, including all Collection Costs. All charges incurred in recording a Release and/or Rescission, including 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. **NSF Check.** 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 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. **Recovery of Attorneys Fees.** 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. **Owner Disputes.** 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. **CC&Rs and Other Remedies.** 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.
22. **Notice to Association.** 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 North Community Association  
Attn: Scott Wingfield  
2120 Snow Trail  
Las Vegas, NV 89134
- Email to: north.accounting@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. **Void Provisions.** 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. **2021 Amendments.** 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 MARCH 22, 2023.**

**Summerlin North Community Association, a  
Nevada nonprofit corporation**

By:   
Its: President

By:   
Its: Secretary



## NEVADA SERVICEMEMBERS CIVIL RELIEF ACT NOTICE

You may be entitled to certain protections under the Nevada Servicemembers Civil Relief Act ("NVSCRA"). If you are a servicemember, or the dependent of a servicemember, currently on active duty or deployment or for a period of one year immediately following the end of such active duty or deployment, the Summerlin North Community Association ("Association") may not initiate a foreclosure action against your Unit if you are delinquent in paying any obligation owed to the Association during this period.

To avail yourself of these protections, you must complete the attached eligibility verification form. Both the servicemember's social security number and a date of birth are required in order for the Association to accurately verify active duty status through the internet website maintained by the United States Department of Defense. The Association will maintain the security of this personal information as required under NRS 603A.

The following definitions apply:

"Servicemember" means a member of the military. "Military" means a member of the U.S. Armed Forces (i.e., the Army, Navy, Air Force, Marine Corps or Coast Guard, a reserve component of the Armed Forces of the National Guard). "Armed Forces" means the Army, Navy, Air Force, Marine Corps, or Coast Guard.

"Active duty" means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. §§ 1209 and 1211.

"Deployment" means the movement or mobilization of a servicemember from his or her home station to another location for more than 90 days pursuant to military orders.

"Dependent" means the servicemember's spouse, the servicemember's child (as defined in 38 U.S.C. § 101(4)) or an individual from whom the servicemember provided more than one-half of the individual's support for 180 days immediately preceding an application for relief under the NVSCRA.

Please be advised that the protections afforded by the NVSCRA do not apply if a court determines that your ability to pay or your dependent's ability to pay the obligation owed to the Association is not materially affected by the active duty or deployment.

If you have any questions, please contact the Association at:

Address

Summerlin North Community Association  
2120 Snow Trail  
Las Vegas, NV 89134  
(702) 838-5500

Email

ssca@howardhughes.com

## NEVADA SERVICEMEMBERS CIVIL RELIEF ACT ELIGIBILITY VERIFICATION FORM

SUMMERLIN NORTH COMMUNITY ASSOCIATION  
2120 SNOW TRAIL  
LAS VEGAS, NV 89134

Unit Owner's Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Mailing Address, if Different: \_\_\_\_\_

Email Address: \_\_\_\_\_

Servicemember's Name: \_\_\_\_\_

Servicemember's Date of Birth: \_\_\_\_\_

Servicemember's Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I am eligible for protection under the NVSCRA because I am:

- A servicemember currently on active duty or deployment or in the period of one year immediately following the end of such active duty of deployment;
- A dependent of such servicemember. If I am a dependent, I am the:
  - Spouse;
  - Child, as defined in 38 U.S.C. § 101 (4);
  - Individual for whom the servicemember provided more than one-half my support in the 180 days immediately preceding the application for relief.

I attest by my signature below that I, as the servicemember, am providing my own personal identifying information in order to avail myself and/or my dependents of the protections of the NVSCRA or, if I am the dependent of the servicemember, that the servicemember has authorized me to provide the servicemember's personal identifying information for this purpose. I further agree that (1) upon request, I will provide additional information to the Association which may be required to verify entitlement to protections under the NVSCRA; (2) the Association will use this information to verify eligibility both initially and periodically thereafter; and (3) when my or my dependents eligibility for NVSCRA protections expires, I will notify the Association within fourteen (14) days.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**SUMMERLIN NORTH COMMUNITY ASSOCIATION**

**RESOLUTION  
COVENANT COMPLIANCE COMMITTEE**

WHEREAS, Summerlin North Community Association (the “Association”) is a Nevada non-profit corporation duly organized and existing under the laws of the State of Nevada,

WHEREAS, there is a need to establish a Covenant Compliance Committee (the “Compliance Committee” or “Committee”) and to identify the tasks and functions of the Compliance Committee subject to the terms of this “Resolution” and the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association (the “Declaration”),

WHEREAS, the Board of Directors (the “Board”) of the Association is responsible for enforcing the Declaration and is responsible for the proper and efficient management and operation of the Association, including the compliance with all applicable laws, rules, regulations, covenants, conditions, and restrictions affecting the Association, including Nevada Revised Statutes (“NRS”) Chapter 116, Nevada Administrative Code (“NAC”) Chapter 116, and the Association’s “Governing Documents”, including the Declaration and the Amended and Restated Bylaws of Summerlin North Community Association (the “Bylaws”) and the Design Guidelines and Standards (the “Design Guidelines”), and

WHEREAS, the Bylaws, Article IV, Section 4.3(i) and Section 4.15, provides for the Board’s appointment of committees and delegation of powers as deemed by the Board to be appropriate in carrying out its duties and in exercising its rights and powers, and Article IV, Section 4.2 and Article V, Section 5.1 of the Declaration provides for the power to delegate its powers for the necessary or proper exercise of the Board’s powers. The Board also has such authority pursuant to, among other things, NRS 116.3102 and NRS 116.3103, and the Bylaws at Article IV, Section 4.2, Section 4.3(b), and Section 4.3(f).

NOW, THEREFORE BE IT RESOLVED that the Board hereby adopts this Resolution for a Compliance Committee by and on behalf of the Association as follows:

- A. Committee: The Board hereby recognizes the Compliance Committee.
- B. Purpose(s)/Power(s): The purpose(s) of the Compliance Committee is/are as follows:
  - 1. The Compliance Committee is a designee of the Board to hold hearings and

make final decisions relative to all compliance matters, including alleged violations of the Association's Governing Documents, enforcement of the Governing Documents, and monetary and/or non-monetary sanctions related to violations of the Governing Documents.

2. The Compliance Committee shall conduct hearings and make final decisions pursuant to the terms of the Summerlin North Community Association Specific Assessment Penalty Policies and Procedures (the "Specific Assessment Penalty Policies and Procedures"), all other applicable resolutions, policies, and procedures, the Governing Documents, and all applicable laws, including NRS Chapter 116 and NAC Chapter 116.
3. The Committee shall have binding, final decision-making power consistent with and related to its purpose(s)/power(s).
4. The Board delegates to the Committee the rights to hold hearings and make final decisions relative to all compliance matters, including pursuant to the Bylaws at Article IV, Section 4.2, Section 4.3(b), Section 4.3 (f), Section 4.3(i), and Section 4.15, the Declaration at Article IV, Section 4.2 and Article V, Section 5.1, NRS 116.3102, and NRS 116.3103.

C. Appeal(s)/Exhaustion of Administrative Rights:

1. Appeal to Board: The Board hereby institutes a right of an aggrieved Owner (defined by Article I, Section 1.58 of the Declaration) and/or Member to appeal the final decision of the Compliance Committee to the Board. The appeal to the Board shall be in accordance with any written appeal policies and procedures established by the Board.

D. Members: Members of the Committee (the "Committee Members") shall be selected by the following procedures:

1. Requirement(s): Committee Members must be "Members" (per Article I, Section 1.46 of the Declaration) of the Association.
2. Board Member as Board Liaison for Committee: At least one (1) Board member shall be appointed by the Board to attend the Committee meetings as a Committee Member and serve as the Board of Directors liaison between the Committee and the Board ("Board Liaison"). No more than one (1) Board member shall serve as the Board Liaison at any one time; however, other Board members may attend to observe the Committee meetings or may serve as Committee Members, but no more than two (2) Board members (including the Board Liaison) shall serve as Committee Members.

3. Appointment/Number of Members: The Committee shall consist of no less than five (5) and no more than nine (9) Committee Members, as determined in the discretion of the Board. The Board Liaison may recommend new or replacement Committee Members, but the Board makes the ultimate decision. In any event, the Board President, with the consent of the majority of the quorum present at a regularly scheduled meeting of the Board, shall have the sole power and authority to appoint any new or replacement Committee Members at any time, as the Board sees fit.
  4. Alternate Committee Members: The Board may appoint additional Committee Members to serve as alternates (“Alternates”) in the event regular Committee Members are unable to attend any Committee meetings. The Alternates have no voting power and are not included in the quorum requirements of the Committee’s vote except as follows: If a regular Committee Member is unable to attend a meeting and one or more of the Alternates are called to attend that meeting in place of the regular Committee Member, then the person or person(s) called as Alternates are considered part of the quorum and part of the vote for only that specific Committee meeting.
  5. Length of Service and Removal: Committee Members shall serve on the Committee for staggered terms of twenty-four (24) months or until resignation, removal, or death. The Board Liaison may recommend removal of a Committee Member, but the Board makes the ultimate decision. In any event, the Board President, by a vote of the majority of the Board at a regularly scheduled meeting of the Board, shall have the sole power and authority to remove any Committee Member at any time, as the Board sees fit.
- E. Chairperson: The Chairperson of the Committee (“Committee Chairperson”) shall be determined by the Committee through the following procedures:
1. Requirement(s): The Committee Chairperson must be a Committee Member, subject to Section E(2).
  2. Appointment of Board Liaison: The Board Liaison shall also serve as the Committee Chairperson. The Board Liaison serving as the Committee Chairperson is a Committee Member and shall vote as part of the Committee. The Board Liaison may decline to serve as the Committee Chairperson, and if that event occurs, the appointment of a Committee Chairperson from the Committee Members shall occur in the manner described in this Section E.
  3. Appointment of Committee Member: The Committee shall appoint the Committee Chairperson from the Committee Members by a vote of the majority of the Committee Members at a regularly scheduled meeting of the

Committee. The Committee shall have the authority to appoint a new or replacement Committee Chairperson by a vote of the majority of the Committee at a regularly scheduled meeting of the Committee for any reason, including due to any vacancy of the Committee Chairperson by resignation, removal, or death.

4. Length of Service and Removal: The Committee Chairperson shall serve as the Committee Chairperson for a term of twenty-four (24) months or until resignation, removal, or death. The Committee shall have the authority to remove the Committee Chairperson it elects from the title of Chairperson at any time as the Committee sees fit (but not remove the Member from the Committee itself) by a vote of the majority of the Committee at a regularly scheduled meeting of the Committee.

F. Meetings: The Committee shall convene at least quarterly, or as otherwise deemed appropriate (either a shorter or longer interval) by the Committee Chairperson or by the Board, which shall supersede the determination by the Committee Chairperson (the "Committee Meeting"). During the Committee Meetings, the Committee Members and the Association's "Manager" (defined in Article I, Section 1.46 of the Declaration) shall meet for the purpose(s) identified in the Declaration, Bylaws, and this Resolution, and when deemed appropriate by the Committee and/or Manager, meet with any relevant Association employees, agents, and/or independent contractors related to the purpose(s) identified in the Declaration, Bylaws, and this Resolution.

1. Meeting Minutes: The Committee shall keep minutes of each Committee Meeting convened (the "Meeting Minutes") with sufficient detail to summarize the nature of the matters discussed and actions taken by the Committee.
2. Requirements of Meeting Minutes: All decisions of the Committee shall be made by vote of the Committee, identifying the names of the persons making a motion and second, and identifying the names of how each person voted when the vote was called (i.e., in favor, against and/or abstain).

G. Reports: The Committee and/or Manager shall author and submit written reports to the Board following Committee Meetings based upon the purpose(s) identified in the Declaration, Bylaws, and this Resolution in sufficient detail as required by the Board, which detail may change over time as determined in the sole and absolute discretion of the Board. When requested by the Board, the Committee Chairperson shall attend Board Meetings to represent the Committee and to discuss the decisions of the Committee, the Committee's Meeting Minutes, the purpose(s) identified in the Declaration, Bylaws, and this Resolution and anything related to the Committee's purpose(s).

- H. Other Administrative Matters: Committee Members shall familiarize themselves and at all times be guided by the Association's Governing Documents, including the Declaration, Bylaws, and Design Guidelines. 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 (defined in Article VIII, Section 8.1 of the Declaration), and/or Members of the Association. Members of the Committee shall be willing to visit properties of alleged violations, however, a visit is not mandatory.
- I. Confidentiality Provision:
1. Committee Members shall not disclose any confidential information, including any information relating in any way to an Owner's and/or Member's compliance account or response from the Association, without the written consent of the Board and the specific person to whom the information relates. See NRS 116.31175(4)(b) and (5).
  2. Upon the expiration of the Committee Member's term, or the Committee Member's resignation or termination from the Committee, the member shall immediately discontinue all use of the confidential information, including, without limitation, all documents, records, notebooks, e-mails, computer files or other stored information of any form or type, and any copies thereof, that constitutes or otherwise relates to confidential information.
  3. Notwithstanding the expiration of the Committee Member's term or the Committee Member's resignation or termination from the Committee, the Committee Member shall continue to maintain the confidentiality of any confidential information obtained during his/her service to the Association. This duty does not expire.
- J. Termination: The Board President, by a vote of the majority of the Board at a regularly scheduled meeting of the Board, shall have the sole power and authority, in its sole and absolute discretion, to terminate and/or disband the Committee at any time and for any reason.
- K. Other Provisions:
1. This Resolution does not replace or supersede any provision of the Declaration or Bylaws and any provisions contained therein remains in full force and effect. This Resolution is intended to work in conjunction with the Declaration, Bylaws, NRS Chapter 116, 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. 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 AND ADOPTED BY ACTION OF THE SUMMERLIN NORTH COMMUNITY ASSOCIATION'S BOARD OF DIRECTORS ON THIS 26 DAY OF April, 2023.

By: Cindy Parker  
Name: Cindy Parker  
Its: President  
Dated: April 26, 2023

By: John Morelli  
Name: John Morelli  
Its: Secretary  
Dated: April 26, 2023

## SUMMERLIN NORTH COMMUNITY ASSOCIATION

### PENALTY POLICY AND PROCEDURE GUIDE

The Board of Directors ("Board") of the Summerlin North Community Association ("Association") has been granted responsibility to conduct, manage and control the affairs and business of the Association. In accordance with Article V, Functions of the Association, Section 5.2 of the Amended and Restated Declaration of Covenants, Conditions Restrictions and Reservations of Easements for Summerlin North Community Association ("Declaration"), the Board is empowered to adopt, amend, and repeal such Rules and Regulations as it deems reasonable and appropriate. Accordingly, the Board hereby adopts the following Penalty Policy and Procedure Guide ("Policy").

Whereas the Board has established the Covenant Compliance Committee (the "Compliance Committee") by the Covenant Compliance Committee Resolution and has delegated certain powers to the Compliance Committee, as permitted by the Amended and Restated Bylaws of Summerlin North Community Association (the "Bylaws"), the Declaration, and NRS Chapter 116, including to act as a designee of the Board and to hold hearings and make final decisions relative to all compliance matters, including alleged violations of the Association's Governing Documents (defined below), enforcement of the Governing Documents, and monetary and/or non-monetary sanctions related to violations of the Governing Documents.

Furthermore, the Rules and Regulations, in accordance with Article VI, Section 6.8(b), 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, and in conformity with Article V and Article VI of the Declaration, and Article IV, Section 4.3 and Article XII of the Bylaws, has adopted the following Policy, now in force or as may be amended or supplemented hereafter, and of the Rules and Regulations as may be hereinafter adopted, amended, supplemented or repealed.

This Policy replaces and supersedes any prior document entitled "Penalty Policy and Procedure Guide" or "Specific Assessment Penalty Policies and Procedures" that may have been previously adopted by the Board. This Policy also replaces and supersedes any prior document entitled "Compliance Resolution Procedures" that may have been adopted by the Board. This Policy does not replace or supersede any other policy that may have been or may be adopted by the Board, including the Residential Billing and Collection Procedures Policy. This Policy is to be interpreted in conjunction with NRS Chapter 116, including Section 116.31031, and any other policy adopted by the Board, including the Residential Billing and Collection Procedures Policy and Non-Residential Billing and Collection Procedures Policy. The provisions of NRS Chapter 116 shall govern in the event of a conflict between NRS Chapter 116 and this Policy, including any conflict resulting from any amendments or revisions to NRS Chapter 116 that occur after the adoption date of this Policy.

The Association's governing documents consist of those documents identified in NRS 116.049, including the Declaration, the Articles of Incorporation, the Bylaws, the Compliance Resolution Procedures, and any other documents that govern the Association and its operation, management, or control and any amendments or supplements to any of the foregoing (collectively the "Governing Documents").

## POLICY/PROCEDURES

Prior to the imposition of any monetary fine, sanction or other penalty for violation of the Governing Documents, the Association shall afford the offending Member (per Article I, Section 1.46 of the Declaration) with notice of the violation and an opportunity to be heard on the alleged violation.

(A) **SPECIFIC ASSESSMENT PENALTIES:** Violations of the Association's Governing Documents are subject to the enforcement and hearing procedures identified by the Association's Governing Documents, including the Article XII of the Bylaws and NRS Chapter 116, including the following Specific Assessment penalties:

1. Courtesy Letter – Written notice of violation and request for compliance without Specific Assessment. A Courtesy Letter may, or may not, be sent depending upon the circumstances of the violation.
2. Request for Compliance – Written warning of violation and request for compliance without Specific Assessment.
3. Second Request for Compliance and Notice of Hearing – Written notice of violation and request for compliance without a Specific Assessment and setting a "Hearing" before the Compliance Committee regarding the violation.
4. After sending the Second Request for Compliance and Notice of Hearing, the accused Member will be entitled to appear before the Compliance Committee. At the Hearing, 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, in compliance with NRS 116.31031.
  - a. If a fine is imposed pursuant to Section A(4), and the violation is not cured within fourteen (14) days immediately following the Hearing, or a longer period of time, as determined by the Compliance Committee, the violation shall be deemed a repeated or continuing violation. Thereafter, for each seven (7) day period that passes in which the violation has not been corrected as required by the Compliance Committee, the Compliance Committee may impose an additional Specific Assessment, which must be commensurate with the severity of the violation, in an amount not to exceed the amount of the original Specific Assessment, per NRS 116.31031.
  - b. Additionally, the Compliance Committee shall have the power to levy a Special Assessment against the accused Member for violations which the Compliance Committee determines threaten the health, safety, and welfare of the Association and its Members. The Specific Assessment amount shall be commensurate with the severity of the violation, but shall not be restricted by a maximum dollar amount, per NRS 116.31031.
5. If the violation resulted in damage to the Common Area, the Compliance Committee may order that the damages be repaired at the expense of the offending Member.
6. A violation is deemed to be a repeated or continued violation for purposes of the fourteen (14) day period and for each seven (7) day period thereafter (per Section



A(4)(a)), including because a sufficient amount of time has elapsed from the preceding violation to allow correction of the initial violation.

(B) **NOTICE:** Prior to the imposition of a Specific Assessment for violation of the Association's Governing Documents, the Association shall afford the offending Member with notice of the violation and an opportunity to be heard, by submission of a written statement or at a Compliance Committee meeting for such purpose. Violations of the Association's Governing Documents are subject to the enforcement and hearing procedures identified by the Association's Governing Documents, including the Article XII of the Bylaws and NRS Chapter 116, including the following notice procedures:

1. Many violation matters can be quickly and easily resolved by friendly neighbor-to-neighbor contact. If such contact is unproductive, deemed to be unwise, or inappropriate, then violations must be reported by a Member in writing. A "Homeowner Complaint Form" can be obtained at the Summerlin North Community Association office at 2120 Snow Trail, Las Vegas, Nevada 89134, at the Trails Community Center at 1910 Spring Gate Lane, Las Vegas, Nevada 89134, and on the [www.summerlink.com](http://www.summerlink.com) website.
2. Upon inspection by the Association observing an alleged violation and/or upon receipt of a written complaint by a Member alleging a violation of the Governing Documents by another Member (including Member's dependents, guests, or tenants), and if it appears to the Association that a violation does exist, then the Association will follow the procedures identified herein, including the following prior to scheduling a hearing on the violation:
  - a. The Association will issue a Courtesy Letter to the violator requesting compliance with the Governing Documents, although, a Courtesy Letter may, or may not, be issued by the Association depending upon the circumstances of the violation; and
  - b. The Association may issue a Request for Compliance to the violator if the violation is repeated or uncorrected within ten (10) days of receipt of the Courtesy Letter, which requests compliance with the Governing Documents.
3. The 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, by returning the Correction Response to the Association.
4. If the Member adequately responds through the Correction Response showing the matter is resolved to the satisfaction of the Association, the Association will consider the matter closed. If the offending Member fails to respond to the Request for Compliance or does not adequately respond through the Correction Response showing the matter is resolved to the satisfaction of the Association, then a Second Request for Compliance and Notice of Hearing may be sent to the offending Member further requesting compliance and setting a Hearing before the Compliance Committee and inviting the Member to attend and present the Member's response to the violation. The Hearing date shall be at least fifteen (15) days from the date the Second Request for Compliance and Notice of Hearing is mailed and/or delivered to the Member. The Second Request for Compliance and Notice of

Hearing will be sent in compliance with the Governing Documents and NRS Chapter 116, including NRS 116.31031.

(B) **HEARINGS/PENALTIES:** Violations of the Association's Governing Documents are subject to the enforcement and hearing procedures identified by the Association's Governing Documents, including the Article XII of the Bylaws and NRS Chapter 116, including the following hearings and penalties procedures:

1. If the Members fails to take action and fails to cease and desist from further violations of the Governing Documents before receiving the Second Request for Compliance and Notice of Hearing, the Compliance Committee may order a Hearing on the violations, via the Second Request for Compliance and Notice of Hearing, to potentially impose a Specific Assessment against the Member. The Compliance Committee shall have the right to limit the time of the Hearing and limit the time in which evidence may be presented at the Hearing.
2. Proof that the accused Member was sent the Second Request for Compliance and Notice of Hearing and that the Association has complied with the Governing Documents regarding distribution of relevant restrictions of the Association shall be entered into the minutes of the Hearing. Proof that the accused Member was sent, and received, the Second Request for Compliance and Notice of Hearing shall be adequate if a copy of the Second Request for Compliance and Notice of Hearing, together with a statement of the date and manner of delivery, is entered into the minutes of the Hearing by the Compliance Committee Member or agent who delivered, or caused to be delivered, the Second Request for Compliance and Notice of Hearing. If the Member is present at the Hearing, the Second Request for Compliance and Notice of Hearing shall be deemed adequate.
3. At the Hearing, the accused Member may present evidence or make statements relating to the violation, either in person or in writing.
4. The Second Request for Compliance and Notice of Hearing shall state that the general policy of Association is that neither the Association nor any accused Member will have a representative present at such Hearing; provided, however should the accused Member desire to have a representative present at the Hearing, the accused Member must notify the Compliance Committee of such preference at least forty-eight (48) hours in advance of the Hearing, and, in such case, both the Association and the accused Member will be entitled to have a representative present.
5. Upon hearing all of the evidence, the Compliance Committee may, by a majority vote:
  - [a] Find that no violation exists and not impose a monetary fine, sanction or other penalty, and extinguish the Specific Assessment;
  - [b] Find that the Member is in violation of the Governing Documents and take the following action: (1) impose a \$100.00 Specific Assessment against the Member; (2) reduce the amount of the \$100.00 Specific Assessment; and/or (3) impose additional Specific Assessments as set forth herein. Such

Specific Assessments shall not exceed the amounts established in NRS Chapter 116, including NRS 116.31031.

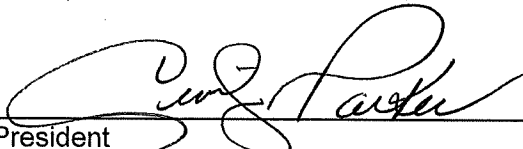
If a Specific Assessment is imposed and the violation is not cured within fourteen (14) days immediately following the Hearing, or a longer period of time, as determined by the Compliance Committee, the violation shall be deemed a continuing or repeated violation. Thereafter, for each seven (7) day period that passes in which the violation has not been corrected as required by the Compliance Committee, the Compliance Committee may impose an additional Specific Assessment, which must be commensurate with the severity of the violation, in an amount not to exceed the amount of the original Specific Assessment, per NRS 116.31031.

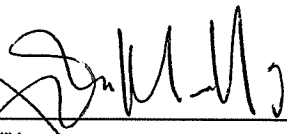
- [c] If the violation has resulted in damage to the Common Area, the Compliance Committee may order that the damages be repaired at the expense of the Member.
  - [d] Require the Member to sign an agreement to correct the violation within a specific time frame and to post a cash bond, not to exceed \$1,000.00, guaranteeing performance.
  - [e] Suspend the Member's rights and privileges to use the Association Common Areas.
  - [f] Suspend the Member's ability to vote on matters related to the Association.
  - [g] If the violation resulted in damage to the Common Area, order the damage be repaired at the expense of the violating Member.
  - [h] Record a notice noncompliance with the Governing Documents or a violation lien encumbering the Member's Lot.
  - [i] Take any other action allowed by the Governing Documents and Nevada law, including NRS Chapter 116.
6. If, after the Hearing, the Member refuses to abide by the decision imposed by the Compliance Committee, the Compliance Committee may, without further notice, elect to compel compliance with such decision as provided in the Governing Documents and Nevada law, including NRS Chapter 116.
  7. If any Member accused of a violation of the Governing Documents, after notice has been provided herein, shall fail to appear for a Hearing, the Compliance Committee shall proceed in their absence, and make a determination based on the facts presented, including as provided in NRS 116.31031.
  8. Any action taken by the Compliance Committee under this Policy shall not deprive either party of any remedies otherwise available by law.
  9. The Member shall have the right to appeal the decision of the Compliance Committee to the full Board, whose decision is final.

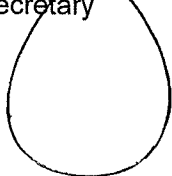
(C) **VIOLATION LIENS:**

1. In the event any monetary fine(s) are imposed for a violation of the Governing Documents, the Association will establish a separate account to account for the monetary fine(s) as prescribed by NRS Chapter 116, including NRS 116.310315.
2. If the Member does not pay the monetary fine(s) imposed on the account, or otherwise becomes delinquent on the violation fine(s) account, then the Association may proceed with a Notice of Delinquent Violation Lien against the Member's Lot by following the same time frames, processes and procedures for pursuing delinquencies and recording a lien against the Lot as identified in the Association's Governing Documents, including its policies governing collection of delinquent assessments, the Residential Billing and Collection Policy and the Non-Residential Billing and Collection Procedures Policy.
3. The Association will not foreclose upon a Notice of Delinquent Violation Lien unless allowed pursuant to NRS Chapter 116, including NRS 116.31162.

Adopted this 26 day of April, 2023.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



**SUMMERLIN NORTH COMMUNITY ASSOCIATION**

**RESOLUTION**

**EXTERIOR LIGHTING**

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin North Community Association, Article IV, Sections 4.2 and 4.2(k), and the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association, Article V, Section 5.2 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 amend existing Design Guidelines and Standards to clarify use of string type exterior lighting, and

**WHEREAS**, the following amendment has been approved by the Design Review Committee,

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

**EXTERIOR LIGHTING**

- Subtle, low-level lighting of facades and landscaping is encouraged.
- Light fixtures may be mounted on poles, the home, or accessory structures at a height not to exceed ten (10) feet.
- Permanent installation of any type of string lighting (i.e. bistro, lantern, café, etc.) are not permitted. This type of lighting may be put up and used on an occasional basis (i.e. special event, party, etc.) not to exceed forty-eight (48) hours.
- All lighting shall be located, directed, and shielded so that light rays and glare, to the greatest extent practicable, do not extend beyond Lot boundaries.

**ADOPTED THIS 22<sup>nd</sup> DAY OF JUNE 2016.**

***NOTE: This Exterior Lighting criteria replaces Summerlin North Design Review Guidelines, Section V.F***

# SUMMERLIN NORTH COMMUNITY ASSOCIATION

## RESOLUTION

### RECORD RETENTION POLICY

**WHEREAS**, Nevada Revised Statute 116.31175.7 requires that books, records and other papers of any association must be maintained for at least 10 years; and

**WHEREAS**, Nevada Revised Statute 116.3108.10 requires Minutes of units' owners and executive board must be maintained until the common-interest community is terminated; and

**WHEREAS**, Article 5 of Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of the Summerlin North Community Association, Section 5.1 provides that the Association shall have the power to perform any and all lawful acts which may be necessary or proper; and

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin North Community Association, Article IV, Sections 4.2 and 4.3(b) provides the Board of Directors with the powers and duties to manage the affairs and business of the association

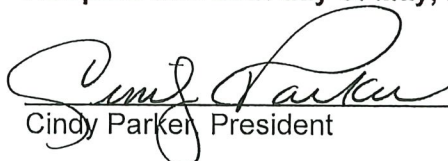
**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Summerlin North Community Association has adopted the following policy:

Books, records and papers of the Summerlin North Community Association will be properly disposed of after a minimum of 10 years. The 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).

Minutes, including Board, Owner and Committee meeting minutes, will be maintained until such time as Summerlin North Community Association may be terminated.

Plats, maps, common area development plans, governing documents, certificates of occupancy on Association-owned improvements, deeds, and owner design review documents will be maintained until such time as the Summerlin North Community Association may be terminated.

**Adopted this 25th day of May, 2016**

  
Cindy Parker, President

  
Donald Brizzolara, Secretary

**SUMMERLIN NORTH COMMUNITY ASSOCIATION**

**RESOLUTION**

**USE OF LANDSCAPE ARCHITECT FOR PLANT MATERIAL CHANGES**

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association, Article V, Section 5.1(b) provide the Board of Directors the power and duty to plant, maintain and repair all Association Property in accordance with the Community Wide Standard, and

**WHEREAS**, the Amended and Restated Bylaws of Summerlin North Community Association, Article IV, Section 4.2 provides the Board of Directors the power and duty necessary for the administration of the Association; and Article IV, Section 4.2(b) provides the Board the power and duty to conduct, manage and control the affairs and business of the Association, and

**WHEREAS**, there is a need to host a variety of trees and plant material in the Streetscapes and various Common Areas that contribute to the overall appearance and enhancement of the Streetscape and Common Area landscape, and


**WHEREAS**, there is a desire to establish a written policy regarding change of existing trees and plant material in the Streetscape and Common Area,

**NOW, THEREFORE BE IT RESOLVED** the Board of Directors of the Summerlin North Community Association establishes the following policy:

**If the revegetation and/or enhancement of Common Area landscape require an existing plant(s) be replaced with a different species of plant(s), guidance and approval of the replacement plant species must be sought from a consulting Landscape Architect.**

ADOPTED THIS 26<sup>TH</sup> DAY OF AUGUST, 2015

  
\_\_\_\_\_  
Cindy Parker, President

  
\_\_\_\_\_  
Donald Brizzolara, Secretary



SUMMERLIN  
NORTH

COMMUNITY ASSOCIATION

**SUMMERLIN NORTH COMMUNITY ASSOCIATION  
RESOLUTION  
AUTHORITY FOR ELECTRONIC TRANSFER OF FUNDS**

**WHEREAS**, Nevada Revised Statute 353.1467 requires that all funds payable to the State of Nevada in excess of Ten thousand and no/100 dollars (\$10,000.00) must be made by electronic transfer; and

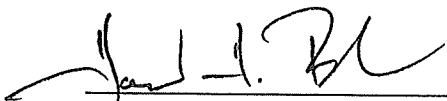
**WHEREAS**, Nevada Revised Statute 116.31153, Subsection 3, allows a common-interest community to electronically transfer funds to a state agency; and

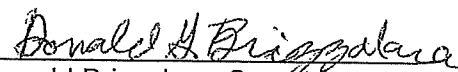
**WHEREAS**, Article 5 of Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of the Summerlin North Community Association, Section 5.1 provides that the Association shall have the power to perform any and all lawful acts which may be necessary or proper; and

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin North Community Association, Article IV, Sections 4.2 and 4.3(b) provides the Board of Directors with the powers and duties to manage the affairs and business of the association

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Summerlin North Community Association does hereby expressly authorize electronic fund transfers in accordance with all applicable Nevada Revised Statutes.

**Adopted this 28<sup>th</sup> day of March, 2012**

  
\_\_\_\_\_  
Harold Bloch, President

  
\_\_\_\_\_  
Donald Brizzolara, Secretary



**SUMMERLIN COMMUNITY ASSOCIATION**

**RESOLUTION**

**COMMERCIAL VEHICLES**

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin Community Association, Article IV, Section 4.3(K), provide 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 Villages, Article I, Section 1.17,

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

**No commercial vehicle may be parked within the Summerlin North Community Association Development with the exception of a small commercial type vehicle (including trucks, vans and similar vehicles). Allowable vehicles may be parked overnight within the Development provided, the vehicle is parked on the driveway.**

**Dump trucks, cement mixers, oil or gas delivery trucks, flatbed trucks, and trucks that have more than two axles, specifically are not allowed to be parked overnight within the Development.**

**Allowable vehicles may not contain, on or in such vehicles, supplies or equipment that are visible from a public or private street, or any portion of a lot within the Development. An allowable vehicle must be maintained in a neat, clean and unobtrusive condition. Camper trucks and similar vehicles are allowable, up to and including, those rated by the manufacturer to carry a 3/4 ton load, if used for everyday type transportation.**

**The acceptability of any vehicle is subject to the approval of the Board of Directors.**

ADOPTED: JANUARY 25, 1996  
RESTATED: APRIL 23, 2008

## **SUMMERLIN NORTH COMMUNITY ASSOCIATION**

### **RESOLUTION**

#### **HOLIDAY DECORATIONS**

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin North Community Association, Article IV, Sections 4.2 and 4.2(k), and the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association, Article V, Section 5.2 provide the Board of Directors power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

**WHEREAS**, this 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 North Community Association has established the following guidelines:

#### **HOLIDAY DECORATIONS**

- Decorations for holidays that fall between December 1<sup>st</sup> and December 31<sup>st</sup> may be displayed as early as 10 days prior to Thanksgiving Day and must be removed by January 15<sup>th</sup>.
- All other holiday decorations such as Valentine's Day, St Patrick's Day, Easter, Fourth of July, Halloween and Thanksgiving decorations may be displayed 21 days prior to the holiday and must be removed 7 days after the holiday.
- String-type holiday lighting attached to the home or landscape material may only be used for the holidays that fall between October 31<sup>st</sup> and December 31<sup>st</sup>.

#### **SEASONAL /THEME FLAGS AND DOOR WREATHS**

- Seasonal or theme flags and door wreaths are permitted provided they are maintained in good appearance and are current with respect to holidays, seasons, or events.

ADOPTED THIS 24th DAY OF JANUARY 2007.

**Amendment to Summerlin North Community Association  
Design Guidelines and Standards  
Article V. F. Exterior Lighting/Holiday Lighting & Decorations**

F. Exterior Lighting

1. Subtle, low level lighting of facades and front yard landscaping is encouraged. The lighting of address plaques is required.
2. Lighting fixtures may be mounted on poles at a height not to exceed six (6) feet; the home or accessory structures at a height not to exceed ten (10) feet. [A-3/14/17]
3. Festoon lighting (i.e. bistro, lantern, café, etc.) may be installed either Temporary or Permanent as follows:
  - a. **Temporary Installation:** Festoon lighting may be installed on an occasional basis, (i.e. special events, party, etc.) per Manufacturers Specifications not to exceed forty-eight (48) hours. Lights may only be used during the time of the event. [3/14/17] [11/13/18]
  - b. **Permanent Installation:** Plans for all permanent installations must be submitted to SNCA prior to installation; and must be installed in accordance with the Manufacturers Specifications and in compliance with the National Electric Code (NEC), City of Las Vegas Outdoor Lighting Regulations Chapter 285 and Summerlin North Community Association Design Guidelines and Standards as follows: [11/13/18]
    - Lighting shall be installed no higher than the ceiling of the first floor; in no condition shall they be attached higher than ten (10') feet.
    - Lighting shall not be installed any closer than seven feet-six inches (7'6") to any walkable surface; measured to the bottom of the light bulb.
    - Lighting shall not be installed within five (5) feet of any property line, party wall, or Village wall.
    - Lighting shall not be installed within three (3) feet horizontal from a balcony, door or window. (NEC 225.19(D)(1))
    - No lighting shall be installed directly over or within five (5) feet from a pool or spa. (NEC 680.22(B)(1))
    - Lighting shall not produce more than .5 foot candles of light spill to any adjacent property. (CLV Ord 12-03 Chapter 285.1 (c))
    - Lighting shall be listed, approved and intended for outdoor use.
    - All lighting must be hard wired with a GFCI circuit installed at least eighteen (18 ") inches above finished floor. Lighting must be controlled via a light switch. Motion or light sensors may not be used. (NEC 210.8(a)(3)). (*Unplugging the lights is not an acceptable method to turn on and off.*)
    - Only clear glass white light shatterproof bulbs, not to exceed 5 watts, are permitted. Colored or animated lights are prohibited. The wiring must be black.
    - Unless self-supporting, all lighting must be supported using messenger wire. All messenger wire to be tensioned at a rate of six (6") inches of wire slack per ten (10') feet. (NEC 225.6)
    - All lights to be attached to a mounting pole or mast must be painted the body color of the residence. The mast height shall be no less than seven feet-six inches (7'6") and no more than ten (10) feet above finished grade; and have a minimum five (5') foot setback from all perimeter walls. Mast must be installed so that it does not exceed a parallel relationship in the direction of the residence and no more than 15 degrees away from the residence in any direction. The mast installation must be installed per City of Las Vegas Building and Safety Codes and requires a permit.
    - All attachments to the residence must be a direct connection through the exterior siding to a structural element. All penetrations should be sealed with the appropriate waterproofing and must be painted to match the color of the surface to which it is attached.
    - Lights must be turned off by 11:00 p.m. unless being used for an event.
    - All tension must be maintained to comply with the original design approval. All broken or missing lights must be promptly replaced.
4. Holiday String Lighting/Decorations may be displayed as follows:
  - a. String-type holiday lighting attached to the home or landscape material must be installed in accordance with Manufacturers Specifications and may only be used for the holidays that fall between October 31 and December 31.
  - b. Decorations for holidays that fall between December 1 and December 31 may be displayed as early as 10 days prior to Thanksgiving Day and must be removed by January 15.
  - c. All other holiday decorations such as Valentine's Day, St. Patrick's Day, Easter, Fourth of July, Halloween and Thanksgiving decorations may be displayed 21 days prior to the holiday and must be removed seven (7) days after the holiday.

**SUMMERLIN NORTH 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 V, Functions of the Association, Section 5.1, Powers and Duties; and the Amended and Restated Bylaws, Article IV, Powers and Duties, Section 4.2 of the Summerlin North Community Association ("Association") provide the Board of Directors with the power and duties 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, gratuity, 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.

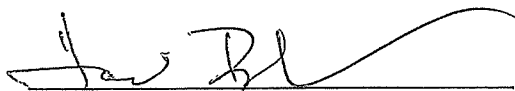
A Director shall not interfere with a contractor implementing a contract in progress. All communications with contractors shall go through the management staff.


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 liaison 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 23th DAY OF MARCH 2005.

  
Harold Bloch, President

  
Donald Brizzolara, Secretary



SUMMERLIN  
NORTH

COMMUNITY ASSOCIATION

**RESOLUTION OF THE  
SUMMERLIN NORTH COMMUNITY ASSOCIATION**

**RECITALS**

**WHEREAS**, the Summerlin North Community Association (the "Association"), through its Board of Directors, in accordance with the Bylaws, Article V, Section 5.1 allows for the appointment of additional officers the power to prescribe duties of the office as may be constant with the Bylaws, and

**WHEREAS**, the Board of Directors desires to prescribe the duties of the person designated as Vice President of the Association, and

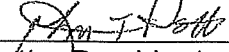
**WHEREAS**, Article V. Section 5.6 allows the Board Members to appoint a member of the Board of Directors to act as the President on an interim basis if neither the President nor the Secretary is able to act;

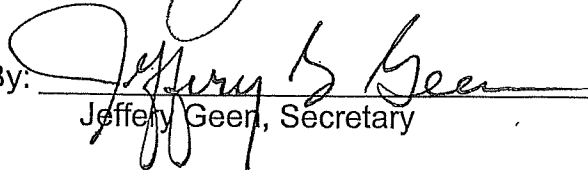
**RESOLUTION**

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the Vice President shall act in the place of the President on an interim basis if neither the President nor the Secretary is able to act and shall assume such other duties as may be assigned by the President with the approval of a majority of the members of the Board of Directors.

DATED this 15th day of November, 2000.

THE SUMMERLIN NORTH COMMUNITY ASSOCIATION

By:   
John Potts, President

By:   
Jeffrey Geer, Secretary

**SUMMERLIN NORTH COMMUNITY ASSOCIATION**

**RESOLUTION**

**OPERATING FUND INVESTMENTS**

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association, Article 6, Section 6.2 charges the Board of Directors with the power and duty to establish and maintain an operating fund for current expenses of the organization, and further

**Whereas**, same said Article 6, Section 6.2 allows the Board of Directors to co-mingle all maintenance funds (operating and reserve accounts) of the Association to assist in qualifying for higher returns, and

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin North Community Association, Article IV, Sections 4.2 and 4.3(b) 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**, 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 North 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 North 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 25th DAY OF AUGUST, 1999

**SUMMERLIN NORTH COMMUNITY ASSOCIATION**

**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 Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association, Article 6, Section 6.2 charges the Board of Directors with the power and duty to establish and maintain a reserve fund for replacement and repair of the capital improvements, and further

**Whereas**, same said Article 6, Section 6.2 allows the Board of Directors to co-mingle all maintenance funds (operating and reserve accounts) of the Association to assist in qualifying for higher returns, and

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin North Community Association, Article IV, Sections 4.2 and 4.3(b) 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**, 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 North 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 North 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 25th DAY OF AUGUST, 1999**



**SUMMERLIN NORTH COMMUNITY ASSOCIATION**

**RESOLUTION**

**REMOVAL OF PLANT MATERIALS FROM COMMON AREAS**

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin North Community Association, Article IV, Sections 4.2 and 4.2(k), and Article V, Section 5.2 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association provide the Board of Directors with the power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

**WHEREAS**, Article V, Section 5.1(b) of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association provides the Board of Directors with the power and duty to repair, maintain and plant the common areas 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.**

ADOPTED THIS 24th DAY OF MARCH, 1999

## **SUMMERLIN NORTH COMMUNITY ASSOCIATION**

### **RESOLUTION**

#### **GARAGE SALE SIGNAGE**

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin North Community Association, Article IV, Sections 4.2 and 4.2(k), 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 North 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 North Community Association has established the following policy:

- **Only standardized signage developed by the Summerlin North Community Association will be permitted.**
- **Standardized signage will be available for purchase, at cost, from the Summerlin North 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 non-sale days or outside the time parameters are a violation and will be removed by the Summerlin North Community Association and the offending members may be subject to fines.**

ADOPTED THIS 24th DAY OF FEBRUARY, 1999



# GARAGE SALE

12 <sup>''</sup>	x	18 <sup>''</sup>

## SUMMERLIN NORTH COMMUNITY ASSOCIATION

### RESOLUTION

#### SUBDIVISION ENTRY LANDSCAPE ENHANCEMENT

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, Article V, Functions of the Association, Section 5.2, Rules and Regulations; and the Amended and Restated Bylaws, Article IV, Special Powers and Duties, Section 4.3(b) and (k) of the Summerlin North 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 North Community Association ("Association") does hereby adopt and establish the following policy:

- 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  
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- The Association will consider participation in the cost of the modifications 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 22 day of October, 1998.**

# SUMMERLIN NORTH COMMUNITY ASSOCIATION

## RESOLUTION

### MEMBER MAILING REQUESTS

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, Article V, Functions of the Association, Section 5.2, Rules and Regulations; and the Amended and Restated Bylaws, Article IV, Special Powers and Duties, Section 4.3(b) and (k) of the Summerlin North 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 North 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.

Adopted this 22<sup>nd</sup> day of October, 1998.

**Summerlin North Community Association**  
**Model Rules for Installation of Antennas**  
**in Planned Unit Developments (Homeowner's Associations)**

**Satellite Antenna Resolution & Criteria**

**I. Preamble**

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

Recitals

WHEREAS, the Summerlin North 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 Covenants, Conditions, Restrictions and Reservation of easement for the Summerlin North 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 (Athe FCC@) adopted a rule effective October 14, 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 ARules,@ 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 previously 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, Aowner@ 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.

### III. 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 void any warranties of the Association or other owners, or in any way impair the integrity of the buildings on common areas or lots.
- 3. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
  - a. Place or replace, repair, maintain, and move or remove antennas;
  - b. Repair damages to the common property, other lots, and any other property damaged by antenna installation, maintenance or use;



- c. Pay medical expenses incurred by persons injured by antenna maintenance, or use;
  - d. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
4. 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, including damage from wind velocity based upon a unique location.

#### **D. Maintenance**

1. Owners shall not permit their antennas to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for antenna maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of antennas deteriorates.

#### **E. Safety**

1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. 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 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.
3. All installations must comply with all applicable codes.
4. In order to prevent electrical and fire damage, antennas shall be permanently and effectively grounded.
5. Antennas are required to withstand winds of 60 mph.

#### **IV. Antenna Camouflaging**

- A. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from this location.
- B. 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 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 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.

#### **V. Number of Antennas**

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

## **VI. 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. Masts 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.

## **VII. 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.

## **VIII. 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.

## **IX. Enforcement**

- A. If these rules are violated, the Association, may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity 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.
- B. 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.

## **X. Severability**

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

SUMMERLIN NORTH COMMUNITY ASSOCIATION

By: \_\_\_\_\_  
Nancy Cook

By: \_\_\_\_\_  
Jeff Geen

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**SUMMERLIN COMMUNITY ASSOCIATION**

**RESOLUTION**

**REMOVAL OF PLANTS FROM PROHIBITED LIST**

**WHEREAS**, the Amended and Restated Bylaws for the Summerlin Community Association, Article IV, Section 4.3(K), provide the Board of Directors power to adopt and promulgate reasonable rules and restrictions for the Association, and

**WHEREAS**, the Master Declarant has decided to use oleander and pampas grass in the landscape at Summerlin, and

**WHEREAS**, the Design Review Committee has made recommendations that oleander and pampas grass therefore be removed from the prohibited plant material list for the Summerlin Community Association,

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Summerlin Community Association has approved the removal of oleander and pampas grass from the prohibited plant list for the Summerlin Community Association.

**ADOPTED THIS 20th DAY OF MARCH, 1997.**