

**SUMMERLIN WEST  
COMMUNITY ASSOCIATION  
&  
BARCELONA-MARIPOSA  
NEIGHBORHOOD**

**POLICIES &  
RESOLUTIONS**

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### BARCELONA – MARIPOSA NEIGHBORHOOD

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**SUMMERLIN WEST COMMUNITY ASSOCIATION  
RESOLUTION REGARDING BUSINESS RECORDS RETENTION**

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

**WHEREAS**, the Board of Directors ("Board") of the Association is responsible for conducting, managing, and controlling the affairs and business of the Association. In accordance with those responsibilities, the Board may adopt, amend, repeal and enforce reasonable rules and regulations ("Rules") governing, among other things, retention of Association business records. The Board has such authority pursuant to, among other things, Nevada Revised Statutes ("NRS") 116.049, 116.3102, 116.3103 and 116.31065; Article 3.2(f) of the Association's Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("CC&Rs"); Sections 3.17 and 6.4 of the Association's Bylaws; and Article 3 of the Association's Articles of Incorporation;

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

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

**RETENTION OF BOOKS, RECORDS AND OTHER PAPERS**

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

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

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

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

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

**MISCELLANEOUS PROVISIONS**

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

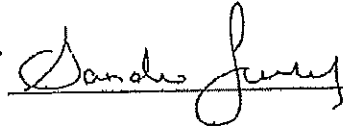
2. This Resolution Supersedes Any Prior Resolutions of this Nature. This Resolution supersedes and replaces any prior rule, policy or resolution adopted or followed by the Association, whether written or unwritten, related to this issue.

**APPROVED BY ACTION OF THE BOARD OF DIRECTORS ON THE 9th day of February, 2021.**

By:  \_\_\_\_\_

Its: President

Dated: 5/6/2021 \_\_\_\_\_

By:  \_\_\_\_\_

Its: Secretary

Dated: 5-8-21 \_\_\_\_\_

**SUMMERLIN WEST COMMUNITY ASSOCIATION  
RESIDENTIAL COLLECTION POLICY**

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

**WHEREAS**, the Board of Directors ("Board") of the Association is responsible for conducting, managing, and controlling the affairs and business of the Association. In accordance with those responsibilities, the Board may adopt, amend, repeal and enforce reasonable rules and regulations ("Rules") to, among other things, control the affairs of the Association, and govern compliance, non-compliance and violations of the Association's governing documents. The Board has such authority pursuant to, among other things, NRS 116.3102 and 116.3103; Article III of the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions and any supplements or addendums thereto ("CC&Rs"); and Sections 3.16 and 3.17 of the Association's Bylaws and any supplements or addendums thereto ("Bylaws"). Any capitalized terms not defined herein are defined in the CC&Rs and/or Bylaws;

**WHEREAS**, pursuant to NRS and NAC Chapter 116 and the CC&Rs, the Association, by and through its Board, is charged with the responsibility of assessing and enforcing timely payment of all amounts owed by Owners, including pursuant to Article 8 of the CC&Rs; 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**, 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 Annual Assessments, Base Assessments, Special Benefit Area Assessments, Capital Contributions, Capital Improvement Assessments, Special Assessments, Specific Assessments, enforcement/violation fines and/or violation sanctions, and any other amounts that may be levied by the Association pursuant to the governing documents (the foregoing are collectively referred to herein as "Assessments").
2. **Due Date**. Assessments shall be due in twelve (12) equal installments each year 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.** Assessments are due on the first (1<sup>st</sup>) day of each month and are considered late if not received within thirty (30) days of the due date. If the Assessment is not received within (30) days after the due date, there will be a late charge of \$5.00 for each month the payment has not been received. Each late/delinquent account for each Owner Unit may be imposed this late charge, but no more than one (1) late charge against each Owner Unit will be imposed each month.
4. **Interest.** Any unpaid amounts may bear interest at the maximum rate permitted by law, but not to exceed eighteen percent (18.0%). Interest may be assessed when an account is delinquent by thirty (30) days, subject to any limitations imposed by the Nevada Servicemembers Civil Relief Act (NVSCRA) and/or the Nevada Civil Relief Act (NRCA), each as defined herein below.
5. **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 8.8. In addition, pursuant to NRS 116.3116(1), any Assessment and related charge is also a charge or lien upon the Owner's Unit from the time the Assessment becomes due. If any Assessment is paid in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Pursuant to NRS 116.3116(9), the recordation of the CC&Rs constitutes record notice and perfection of the Association's lien, and no further

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).*** Hereinafter, "mail" or "mailing" refers to by physical mailing and/or electronic mailing, as required by law and the Association's governing documents for the action at issue. The Board may elect from time to time to provide additional periodic statements of Assessments and charges, but failure to transmit such additional statements does not relieve any Owner of the obligation to pay Assessments.
9. **Designation of Collection Agent.** The Board may designate an agent or agents to collect Assessment payments and administer this Policy. Such designated agent may be a collection company, trustee company, law firm or other appropriate agent (the "Agent" or "Designated Collection Agent").
10. **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 VIII; 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 CC&Rs.
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:
  - (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.

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 verblage, 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:

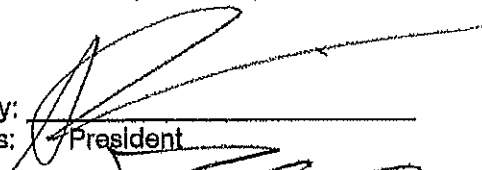
Summerlin West Community Association Board of Directors  
2115 Festival Plaza Dr. Ste. 220  
Las Vegas, NV 89135

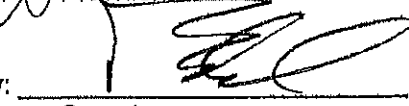
Email to: [summerlinwest@howardhughes.com](mailto:summerlinwest@howardhughes.com)

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 August 9, 2022.

Summerlin West Community Association, a  
Nevada nonprofit corporation

By:   
Its: President

By:   
Its: Secretary

**SUMMERLIN WEST COMMUNITY ASSOCIATION**  
**COVENANT COMPLIANCE COMMITTEE RESOLUTION**

---

WHEREAS, Summerlin West 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 Supplemental Declaration of Covenants, Conditions, and Restrictions for Summerlin West (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”, as defined by NRS 116.049, including the Declaration and the Bylaws of Summerlin West Community Association (the “Bylaws”) and the Design Guidelines and Standards (the “Design Guidelines”), and

WHEREAS, the Bylaws, Article V, Sections 5.1 and 5.2 and Article III, Section 3.23(c), provide 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 VII, Sections 7.4 and 7.5 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 III, Section 3.6.

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 creates 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 West Community Association Penalty Policy and Procedures (the “Penalty Policy 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 V, Sections 5.1 and 5.2 and Article III, Section 3.23(c), and the Declaration at Article VII Section 7.4, and 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 II, Section 2.25 of the Declaration) and/or Member to appeal the final decision of the Compliance Committee to the Board, including pursuant to Bylaws, Article III, Section 3.23(c). The appeal to the Board shall be made within ten (10) days after written notification of the Compliance Committee’s hearing findings, and be made 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 II, Section 2.20 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 three (3) 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, 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, 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 monthly, or at intervals otherwise deemed appropriate (either a shorter or longer interval) by the Committee Chairperson or by the Board, and any Board decision shall supersede the determination by the Committee Chairperson (the "Committee Meeting"). During the Committee Meetings, the Committee Members and the Association's "Manager" 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).

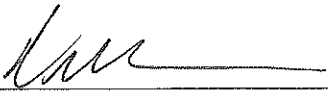
G. Reports: The Committee and/or Manager shall author and submit written reports to the Board following Committee Meetings based upon the purpose(s) identified in the Declaration, Bylaws, and this Resolution in sufficient detail as required by the Board, which detail may change over time as determined 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 IV, Section 4.2.1 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, 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.

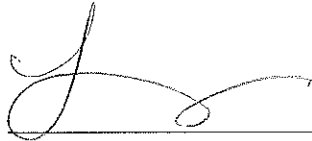
**APPROVED AND ADOPTED BY ACTION OF THE SUMMERLIN WEST COMMUNITY ASSOCIATION'S BOARD OF DIRECTORS ON THIS 19TH DAY OF NOVEMBER 2024.**

By: 

Name: VINCENT ESPOSITO

Its: President

Dated: 11.19.24

By: 

Name: Le Duong

Its: Secretary

Dated: 11.19.24

## SUMMERLIN WEST COMMUNITY ASSOCIATION

### PENALTY POLICY AND PROCEDURES

The Board of Directors ("Board") of the Summerlin West Community Association ("Association") has been granted responsibility to conduct, manage and control the affairs and business of the Association. In accordance with Article III, Section 3.2 and Article VII, Section 7.4 of the Supplemental Declaration of Covenants, Conditions, and Restrictions for Summerlin West ("Declaration"), Article III, Section 3.17(f) of the Bylaws, and NRS 116.3102, 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 Procedures 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 Association's Bylaws (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 VII, Section 7.4 of the Declaration and Article III, Section 3.23 of the Bylaws, 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 the Declaration and Bylaws, has adopted the following Policy, now in force or as may be amended or supplemented hereafter, of the Rules and Regulations as may be hereinafter adopted, amended, supplemented or repealed.

This Policy replaces and supersedes any prior document: (a) entitled "Penalty Policy and Procedure Guide" or "Specific Assessment Penalty Policies and Procedures" that may have been previously adopted by the Board; (b) any prior document entitled "Compliance Resolution Procedures" that may have been previously adopted by the Board; and (c) any prior rule, policy or resolution previously adopted or followed by the Association, whether written or unwritten, related to this issue. This Policy does not replace or supersede any other policy that may have been or may be adopted by the Board, including the Residential Collection 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 Collection Policy and/or Non-Residential Collection 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 II, Section 2.20 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 Article VII, Section 7.4 of the Declaration, Article III, Section 3.23 of the Bylaws and NRS Chapter 116, including the following Specific Assessment penalties:

1. Courtesy Letter/Request for Compliance ("First RFC") – Written notice of violation and request for compliance without Specific Assessment. A First RFC may, or may not, be sent depending upon the circumstances of the violation.
2. First Warning/Request for Compliance ("First Warning") – Written warning of violation and request for compliance without Specific Assessment. A First Warning may, or may not, be sent depending upon the circumstances of the violation.
3. Second Request for Compliance and Notice of Hearing ("Second RFC") – 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 RFC, 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 for violations that are not health, safety and welfare violations, 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 Article VII, Section 7.4 of the Declaration, Article III, Section 3.23 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. An official "Homeowner Complaint Form" can be obtained at the Summerlin West Community Association office at 2115 Festival Plaza Dr. Ste. 220 or on the [www.summerlink.com](http://www.summerlink.com) website. Click on the "Residents" link located on the top right of the home page, then go to the "West Association", and then to "Homeowner Complaint Form" located under "Forms" toward the bottom of the page.
  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 may issue a First RFC to the violator requesting compliance with the Governing Documents, although a First RFC may, or may not, be issued by the Association depending upon the circumstances of the violation; and/or
    - b. The Association may issue a First Warning to the violator if the violation is repeated or uncorrected within ten (10) days of receipt of the First RFC, which requests compliance with the Governing Documents, although a First Warning may, or may not, be issued by the Association depending upon the circumstances of the violation.
  3. The Member is required to respond in writing to the First RFC and/or First Warning by returning to the Association the "Correction Response" included with the First RFC and/or First Warning.
  4. If the Member adequately responds through a returned 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 return a Correction Response or does not adequately respond through the Correction

Response showing the matter is resolved to the satisfaction of the Association, then a Second RFC 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 RFC is mailed and/or delivered to the Member. The Second RFC 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 Article VII, Section 7.4 of the Declaration, Article III, Section 3.23 of the Bylaws and NRS Chapter 116, including the following hearings and penalties procedures:

1. If the Member fails to take action and/or fails to cease and desist from further violations of the Governing Documents before receiving the Second RFC, the Compliance Committee may order a Hearing on the violations, via the Second RFC, to potentially impose a Specific Assessment and/or other sanctions 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 RFC 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 RFC shall be adequate if a copy of the Second RFC, 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 RFC. If the Member is present at the Hearing, the Second RFC shall be deemed adequately delivered.
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 RFC 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, including a Specific Assessment;
  - [b] Find that the Member is in violation of the Governing Documents and take the following action: (1) impose a Specific Assessment against the Member

commensurate with the severity of the violation but not to exceed \$100.00 for each violation or a total of \$1,000.00 for violations that are not health, safety, welfare violations; (2) impose a health, safety, welfare violation in an amount commensurate with the severity of the violation, which is not limited in amount other than by the severity of the violation; 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 Association 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.

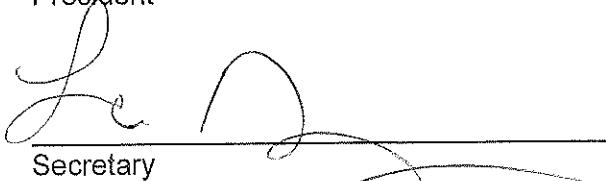
8. Any action taken by the Compliance Committee under this Policy shall not deprive either party of any remedies otherwise available by law.
9. The Member shall have the right to appeal the decision of the Compliance Committee to the full Board, whose decision is final. The appeal must be submitted to the Association within ten (10) days after written notification of the Compliance Committee's hearing findings, and be made in accordance with any written appeal policies and procedures established by the Board.

(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 Collection Policy and/or Non-Residential Collection 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.
4. Any capitalized terms not otherwise defined herein shall have the definition and meaning ascribed to them as provided in the Declaration and/or Bylaws.

Adopted this 19th day of November 2024.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



# SUMMERLIN WEST COMMUNITY ASSOCIATION

## RESOLUTION

### OPERATING FUND INVESTMENTS

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin West 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 West 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 West 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 shall comply with all provisions of NRS 116 and NAC 116. 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 West 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 10<sup>th</sup> day of November, 2009.

Peggy Chandler, President  
Robert Carroll, Secretary

**SUMMERLIN WEST COMMUNITY ASSOCIATION**

**RESOLUTION  
RESERVE FUND 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 West 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 West 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 West 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 shall comply with all provisions of NRS 116 and NAC 116. 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 West 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 10<sup>th</sup> day of November, 2009.

Peggy Chandler, President  
Robert Carroll, Secretary

**SUMMERLIN WEST 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 6 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of the Summerlin West Community Association, Section 6.1 Functions of the Association, provides that the Association shall perform its functions in accordance with Nevada law; and

**WHEREAS**, Article III, Board of Directors, of the Bylaws of the Summerlin West Community Association, Section C, 3.16 Powers and Duties, provide the Board of Directors with all of the powers and duties necessary for the administration of the Association's affairs subject to the Governing Documents and Nevada law;

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

**Adopted this 7<sup>th</sup> day of February, 2012**

Peggy Chandler, President  
Robert Carroll, Secretary

**SUMMERLIN WEST COMMUNITY ASSOCIATION**

**RESOLUTION**

**SUBDIVISION COMMON-AREA ENHANCEMENT**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, Article 3, Use and Conduct, Section 3.2, Rules Making Authority; and the Bylaws, Article III, Board of Directors... Powers..., Section 3.16 and 3.17(F) of the Summerlin West 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 enhancements to the subdivision common-areas,

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

- the Association adopts approved subdivision common-areas for maintenance as installed by the participating builder.
- the Association replaces plant materials and maintains improvements on an as needed basis as installed by the participating builder. The Association reserves the right to make plant substitutions in the event the original plant material has not performed well in a particular location.
- subdivision common-areas 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.
- 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 10th day of February, 2009**

Peggy Chandler, President

Robert Carroll, Secretary

Mailed March 1, 2009

**SUMMERLIN WEST COMMUNITY ASSOCIATION**

**RESOLUTION**

**GARAGE CONVERSION TO LIVING SPACE**

**WHEREAS**, The Howard Hughes Company, LLC is the Declarant (Declarant) for the Summerlin West Community Association (Association), and

**WHEREAS**, the Declaration of Covenants, Conditions, and Restrictions (CC & Rs) for the Summerlin West Community Association Article IV, Section 4.3.1 provides that the Declarant has sole and full authority to amend the Design Guidelines as long as Declarant owns any portion of the Project, and

**WHEREAS**, the Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation for Easements for the Summerlin West Community Association, Article I, Section 1.14(a) provides that each lot shall be improved with a single family residential unit plus a garage, and

**WHEREAS**, the Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation for Easements for the Summerlin West Community Association, Article I, Section 1.16 provides vehicles owned by residents shall be placed in the garage of such residential unit to the extent of the space available therein, and

**WHEREAS**, Declarant desires to establish guidelines regarding whether an owner of a residential unit may convert garage space to living space,

**NOW, THEREFORE BE IT RESOLVED** that the Declarant has established the following guidelines:

**Conversion to living space of a garage designed for the parking of two or fewer vehicles is prohibited. Conversion to living space of the third bay of a garage designed for three or more vehicles shall be considered on a case by case basis in the sole discretion of the Design Review Committee and any such conversion shall require the consent of the Declarant, which consent shall be in Declarant's sole discretion, so long as Declarant owns any real property which has been annexed into the CC & Rs or is part of the annexable property under the CC & Rs.**

By: The Howard Hughes Company, LLC

  
Kevin Orrock, Vice President

2/5/14  
Date

**SUMMERLIN WEST COMMUNITY ASSOCIATION**

**RESOLUTION**

**GARAGE SALE SIGNAGE**

**WHEREAS**, the Bylaws for the Summerlin West Community Association, Article III, Sections 3.16 and 3.17 (F), provide the Board of Directors power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

**WHEREAS**, the Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin West 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 West Community Association has established the following policy:

- **Only standardized signage developed by the Summerlin West Community Association will be permitted.**
- **Standardized signage will be available for purchase, at cost, from The Summerlin Council.**
- **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 West Community Association and the offending members may be subject to fines.**

ADOPTED THIS 9<sup>th</sup> DAY OF NOVEMBER, 2001

Peggy Chandler, President  
Jeffery Geen, Secretary

**SUMMERLIN WEST COMMUNITY ASSOCIATION**

**RESOLUTION**

**HOLIDAY DECORATIONS**

**WHEREAS**, the Bylaws for the Summerlin West Community Association, Article III, Section C, 3.16 and 3.17 (f), provide the Board of Directors power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

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

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

- **Holiday decorations may be displayed for 30 days prior to the holiday.**
- **Holiday decorations must be removed within 30 days following the holiday.**

ADOPTED THIS 9TH DAY OF NOVEMBER, 2001

Peggy Chandler, President  
Jeffery Geen, Secretary

**SUMMERLIN WEST COMMUNITY ASSOCIATION**

**RESOLUTION**

**REMOVAL OF PLANT MATERIALS FROM COMMON AREAS**

**WHEREAS**, the Bylaws for the Summerlin West Community Association, Article III, Sections 3.16 and 3.17 (F), provide the Board of Directors power and duty to adopt and promulgate reasonable rules and restrictions for the Association, and

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

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

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

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

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Summerlin West 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 9th DAY OF NOVEMBER, 2001

Peggy Chandler, President  
Jeffery Geen, Secretary



**SUMMERLIN WEST COMMUNITY ASSOCIATION**

**RESOLUTION**

**COMMERCIAL VEHICLES**

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

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

**WHEREAS**, Nevada Revised Statute 116.350 grants an exception to the Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation for Easements for certain public utility vehicles that respond to emergency services for a public utility or law enforcement agency, and

**WHEREAS**, as used in NRS 116.350, "public utility" has the meaning ascribed to it in NRS 704.020, and

**WHEREAS**, it is the intent of Summerlin West Community Association to follow Nevada law,

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

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

**Commercial Vehicle Resolution - 2009**

**p. 2**

**acceptability of all such vehicles, however, is subject to the approval of the Board of Directors.**

**A public utility service vehicle with a gross weight of 20,000 pounds or less that responds to emergency requests for public utility services or a law enforcement vehicle or law enforcement emergency services vehicle may be parked in the driveway or other area designated by the Association if the vehicle is being brought to the unit pursuant to the unit owner's or tenant's employment with the entity providing public utility emergency services or law enforcement services.**

**The unit owner or tenant bringing the public utility emergency services vehicle or law enforcement vehicle to his unit must complete the Request for Public Utility Emergency Services Vehicle or Law Enforcement Vehicle Parking Request form including all required signatures and attachments prior to bringing the vehicle to the unit.**

Adopted this 10th day of November, 2009.

Signature on File

SUMMERLIN WEST COMMUNITY ASSOCIATION  
FIXED ASSET AND CAPITALIZATION POLICY

---

WHEREAS, The Bylaws of Summerlin West Community Association and any supplements and addendums thereto (the "Bylaws"), including Article III, Sections C, Subsection 3.16 and 3.17, the Declaration of Covenants, Conditions and Restrictions for Summerlin West and any amendments thereto (the "CC&Rs" or the "Declaration"), including Article 3, Section 3.2, Article 7, Sections 7.1 and 7.5, and NRS 116.3102 and 116.3103, grants the Board of Directors of the Summerlin West Community Association, (the "Board") all of the powers and duties necessary for the administration of the affairs of the Summerlin West 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 13<sup>th</sup> day of August, 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

SUMMERLIN WEST COMMUNITY ASSOCIATION FIXED ASSET AND CAPITALIZATION POLICY

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 West 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 West 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 13th DAY OF AUGUST, 2024.

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

By: \_\_\_\_\_

Its: President

By: \_\_\_\_\_

Its: Secretary

**SUMMERLIN WEST COMMUNITY ASSOCIATION  
RESOLUTION REGARDING ASSISTANT OFFICERS**

---

**WHEREAS**, Summerlin West Community Association (“**Association**”) is a Nevada corporation duly organized and existing under the laws of the State of Nevada; and

**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 the governing documents, including the Bylaws, Article IV, Section 4.1, the Board desires that persons be designated as Assistant Treasurer and Assistant Secretary of the Association as provided in this Resolution;

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

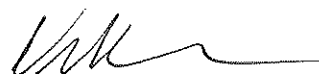
1. The Board hereby designates and/or reaffirms Randy Ecklund and Scott Wingfield each as an Assistant Treasurer and Assistant Secretary of the Association (the “**Assistant Officers**”) with the powers and duties that generally and customarily pertain to such offices as well as such powers and duties as may be specifically conferred or imposed by the Board as reflected in Board minutes, including as provided in Article IV, Section 4.4 of the Bylaws.

2. The Assistant Officers shall remain in their positions until the earliest of the following occurs: (1) their resignation or death; (2) Declarant transition pursuant to the governing documents and/or NRS Chapter 116, including NRS 116.31032; (3) a change in the designee(s) or positions by a majority vote of the Board; or (4) termination of the designee(s) or positions by a majority vote of the Board.

3. Interaction With Governing Documents and NRS 116. This Resolution does not replace any provision of the Association’s governing documents, and any provision contained therein remains in full force and effect. This Resolution is intended to work in conjunction with the Association’s governing documents and NRS and NAC Chapter 116. If any provision of this Resolution is determined to be null and void for whatever reason, then all other provisions of the Resolution shall remain in full force and effect.

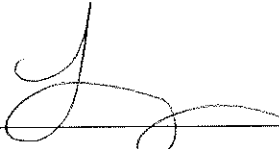
4. This Resolution Supersedes Any Prior Resolutions of this Nature. This Resolution supersedes and replaces any prior resolution adopted or followed by the Association, whether written or unwritten, related to this issue, including a prior Resolution dated November 9, 2001.

**APPROVED BY ACTION OF THE BOARD OF DIRECTORS ON THE 19<sup>TH</sup> DAY OF NOVEMBER 2024.**

By: 

Its: President

Dated: 11.19.24

By: 

Its: Secretary

Dated: 11.19.24

**SUMMERLIN WEST COMMUNITY ASSOCIATION  
RESOLUTION TO AUTHORIZE CORPORATE CREDIT CARD ACCOUNT AND  
CORPORATE GUARANTEE**

---

WHEREAS, the Bylaws of Summerlin West Community Association, a Nevada non-profit corporation (the "Association"), and any amendments thereto (the "Bylaws"), including Article C, Sections 3.16 and 3.17, and the Association's Declaration of Covenants, Conditions, and Restrictions, and any amendments thereto (the "CC&Rs" or the "Declaration"), including Article 3, Section 3.2, Article 7, Sections 7.1 and 7.5, and NRS 116.3102 and NRS 116.3103, grant the Board of Directors of the Summerlin West Community Association (the "Board") all of the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, Nevada Revised Statutes (NRS) 116.3102 and 116.3103 grant the Board of Directors the power and duty to act on behalf of the Association in its financial matters; and

WHEREAS, the Association, in its capacity as a non-profit organization, has determined that obtaining a corporate credit card for the purpose of paying utility bills and maximizing rewards and benefits associated with credit card use is in the best interest of the Association; and

WHEREAS, the Board desires to ensure that the Association assumes full responsibility for all financial obligations arising from the use of the corporate credit card, without imposing any personal financial liability on any individual, including the Community Manager;

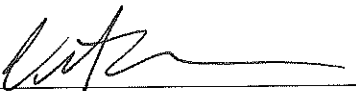
NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Corporate Credit Card Authorization:** The Summerlin West Community Association, a Nevada non-profit corporation, is hereby authorized to apply for and establish a corporate credit card account to be used solely for Association-related expenses, including the payment of utility bills, with the intent of maximizing any rewards or benefits offered by the card issuer.
2. **Corporate Guarantee:** The Summerlin West Community Association, as a corporate entity and non-profit organization, shall act as the sole guarantor for the corporate credit card account. The Association shall be fully responsible for all debts, charges, and financial obligations incurred under the account. No personal financial liability shall be imposed on any individual, including the Community Manager.
3. **Administrative Authorization:** The Community Manager is authorized to manage and oversee the corporate credit card account on behalf of the Association. This includes the authority to apply for, maintain, and administer the use of the corporate credit card in accordance with the Association's financial policies and procedures.

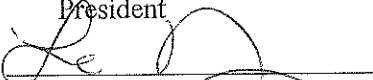
4. **Use Of Corporate Credit Card:** The Association shall ensure that all charges and amounts attributable to each corporate credit card account statement are paid in full before the conclusion of each corporate credit card account statement period. The Association shall not roll over any charges or amounts into subsequent credit card account statement periods.
5. **No Personal Guarantee:** This resolution confirms that no individual, including the Community Manager or any authorized representative, shall assume personal financial responsibility or be liable for any debts or obligations associated with the corporate credit card. All financial liabilities shall remain with the Association as a corporate and non-profit entity.
6. **Non-Profit Compliance:** All activities related to the corporate credit card shall be conducted in compliance with the Association's non-profit status and any applicable federal or state laws governing non-profit corporations.
7. **Effective Date:** This resolution shall take effect on the 19th day of November 2024, and shall remain in force until amended, modified, or rescinded by the Board of Directors.

APPROVED AND ADOPTED by the Board of Directors of the Summerlin West Community Association on this 19th day of November 2024.

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

By: 

Its: President

By: 

Its: Secretary

**SUMMERLIN WEST COMMUNITY ASSOCIATION  
RESOLUTION REGARDING  
RETENTION OF SURVEILLANCE CAMERA FOOTAGE (BAR-MAR ONLY)**

---

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

**WHEREAS**, the Board of Directors ("**Board**") of the Association is responsible for conducting, managing, and controlling the affairs and business of the Association. In accordance with those responsibilities, the Board may adopt, amend, repeal and enforce reasonable rules and regulations ("**Rules**") governing, among other things, retention of Association surveillance camera footage. The Board has such authority pursuant to, among other things, Nevada Revised Statutes ("**NRS**") 116.049, 116.3102, 116.3103 and 116.31065; Article 3.2(f) of the Association's Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("**CC&Rs**"); Sections 3.17 and 6.4 of the Association's Bylaws; and Article 3 of the Association's Articles of Incorporation;

**WHEREAS**, the Board deems it to be in the best interests of the Association to adopt a formal written policy regarding retention of video and/or surveillance camera footage;

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

**RETENTION OF VIDEO AND/OR SURVEILLANCE CAMERA FOOTAGE**

1. NRS 116.31175 Applicability. Retention of Association books, records and other papers of the Association are addressed in NRS Chapter 116, including as provided in NRS 116.31175(7), NRS 116.3108(8), NRS 116.31083(11) (the "**Records Retention Statutes**"). The Record Retention Statutes do not directly address retention of video and/or surveillance camera footage ("**Video Footage**"). Additionally, Video Footage cannot be maintained in the same manner as paper records, including due to technology and data storage limitations. Moreover, there are certain confidentiality and other issues associated with Video Footage.

2. Confidential Information. NRS 116.31175(4) provides that certain information related to Owners is confidential and cannot be produced to other Owners or third parties without the Owner's consent. Nevada Administrative Code ("**NAC**") 116.405(4) provides that in determining whether the Board has performed its fiduciary duties pursuant to NRS 116.3103, the Commission may consider whether the Board has disclosed confidential information relating to an Owner without the Owner's consent, or as otherwise required by law or court order.

3. No Abuse/Misuse. This Resolution is adopted to, among other things, ensure Video Footage is not abused or misused and to ensure that there are clear procedures governing Video Footage.

4. Association Video Footage. The Association currently uses cameras and/or digital video recorders to collect and retain real-time Video Footage at the community entrance/exit gates to Barcelona-Mariposa (Bar-Mar) ("**Association Video Footage**"). The Association Video Footage will, in most instances, be retained and accessible for a period of approximately twenty-one (21) days, as it is recorded on a loop system with data limits. However, the maximum capacity of the internal storage device can be filled more quickly depending on actual use. Also, the internal storage device is re-used and re-written on a first in/first-out basis; meaning that as the device fills



up and reaches its data limits, new footage replaces the oldest footage on the device. Thus, it behooves any person seeking to review the Association Video Footage (the "Requestor") to immediately request the desired footage so it can be preserved before it is overwritten.

5. Location of Cameras/Not for Personal Use or Safety. Video recording equipment has been placed in visible locations at the main entrance and exit gates of the Bar-Mar community. This location was determined by the Board to be the best location with respect to specific surveillance of the Bar-Mar gates, and is placed only for Association monitoring of potential damage to the Association's entrance/exit gates and cooperation with law enforcement and/or Association insurance regarding any potential damage to the Bar-Mar entrance/exits gates. This video recording equipment is not for the personal safety or protection of any person or any person's property or for any other personal use of any owner or any other person, and cannot be relied upon for such purposes.

6. In-Time Access to Cameras. In-time access to Association Video Footage shall be restricted to the Association's community manager ("Manager"), the President and Vice President of the Association, and any other third party authorized by the Board.

7. Written Request for Access to Association Video Footage. Any requests for Association Video Footage shall be in writing, signed by the Requestor, and submitted to the Association's Manager. The request must include a specific description of the information requested and the purpose for which it is requested.

8. Identification. Prior to taking any action, the Association's Manager shall obtain verification that the Requestor is an Owner or a bona fide member of a law enforcement agency. The Manager shall note in writing the name of the Requestor, the form of identification provided, including any identification number, the date and the general nature of the request. No information shall be provided to a Requestor who refuses to adequately verify his or her identity. If the Manager has any doubts about the authenticity of the Requestor, he or she shall verify: (a) that the Requestor is an Owner whose name appears on the deed for a Unit in the Community; (b) is an attorney who represents an Owner in the Community, or (c) if the Requestor is a law enforcement official, the Requestor is employed with the law enforcement agency.

9. Subpoenas and Court Orders. The Association shall comply with a subpoena or court order for Association records in consultation with the Association's legal counsel.

10. Requests Which May Be Fulfilled By Manager Without Board Review. In the absence of a subpoena or court order, the Manager may provide the following information to law enforcement upon receipt of a written request and verification of the requestor's identity to the satisfaction of the Manager:

- a. Association Video Footage of Persons or Vehicles Entering and Exiting the Community. The Manager may provide law enforcement with Association Video Footage of persons or vehicles entering and exiting the Association community ("Community"). There is no reasonable expectation of privacy when entering or exiting the Community via the vehicle or pedestrian gates or when using the Association common elements ("Common Elements"). Thus, a person entering or exiting the Community or using the Common Element streets should expect the cameras may capture, among other things, the following information: the date and time of access or departure through the gates, the make and model of the vehicle, the license plate number, and the faces of the driver, passengers and pedestrians.
- b. Request for a Specific Incident Report. The Manger may provide law enforcement with specific incident reports. A specific incident report is a report for a particular

address or person regarding an incident which occurred on a specified date or series of dates. More broadly worded requests such as a request for "any person or vehicle contacts" on a specified date may not be narrowly tailored and may not fall into this category. If the Manager is unsure whether a request for an incident report is specific or overly broad under this policy, the request shall be forwarded to the Board for a final decision.

- c. Request to Provide a List of a Certain Vehicle Type Registered to Residents. The Manager may provide law enforcement with a list of certain vehicle types, if available. By way of example, if law enforcement requests information on whether there was a blue 2017 Mercedes SUV registered within the Association, the Manager may be able to search certain databases to answer that question and provide a list of the license plate numbers associated with those vehicles, including because the make and model of the vehicle and its license plate may be information that was captured on the Bar-Mar entry and exit cameras.
- d. Request Accompanied by Owner Authorization to Release Otherwise Confidential Information. If a law enforcement request is accompanied or supplemented by the affected Owner's written authorization to release otherwise confidential information, the Manager may provide such otherwise confidential information to the requesting law enforcement agency. An Owner only has authority to waive confidentiality as to the Owner and the Owner's Unit, not as to any other Owner or Unit. Thus, an Owner whose Unit is tenant occupied may authorize the release of information related to that Owner's Unit.

11. Notification of Board. The Manager shall provide a copy of all law enforcement and Owner requests and the responsive materials to the Board for its information.

12. Requests Requiring Board Authorization. All requests which are not law enforcement requests shall be referred to the Board for a decision. The Board shall consider such requests based on the following factors:

- a. All Requests by Owner(s) to Review Surveillance Footage. If an Owner requests access to review the Association Video Footage related to a specific incident involving the Owner, the Owner's request must be in writing and narrowly tailored for a specific date and time. The Owner will only be allowed to potentially review Association Video Footage which shows the Owner or Owner's vehicles and not other footage surrounding that time or place or showing other Owners or residents within the community unless a specific incident involved includes that Owner as well as other Owner(s) and/or resident(s). Absent a subpoena or court order, Owners shall not be provided with copies of the Association's Video Footage. Owners must be aware that the surveillance cameras are on a loop system with data limits that are re-written over time, therefore the Association will not have access to footage for any longer than identified herein, and will not be able to provide access to review any Video Footage that has been re-written before a request is made.
- b. Imminent Threat. The Board shall consider if law enforcement has indicated that the information is required to address an imminent threat to either Association residents or the Community in general.
- c. Nature of the Alleged Crime. The Board shall consider if there is an alleged crime and, if so, whether it is a single incident of a serious nature or multiple incidents of a less serious nature which, if unchecked, would be likely to have an adverse impact

on Association residents. By way of example only, an incident resulting in death or substantial bodily harm is a single incident of a serious nature. A burglary may be a less serious crime, but repeated incidents would likely have an adverse impact on Association residents. In contrast, a resident's alleged possession of more than the legally allowed limit of recreational marijuana is a crime but, without more, one that is unlikely to adversely impact Association residents.

- d. Narrowly Tailored. The Board shall consider if the information requested has been narrowly tailored to not impinge on the privacy of any residents or to impinge on the privacy of the fewest possible residents.
- e. Records Request Form. Any owner requests for access to the Video Footage shall be submitted on a request form approved by the Association.

13. Requests from Persons Other Than Owners and Law Enforcement. Requests from non-Owners or non-law enforcement persons, such as attorneys, plaintiffs or defendants in personal injury or family law cases, shall be submitted to the Board and/or the Association's legal counsel for response.

### MISCELLANEOUS PROVISIONS

1. Directors Not to Disclose Confidential Information. As mandated by NRS 116.31175(4) and NAC 116.405(4), while serving on the Board, the Board members shall not disclose any confidential information without the written consent of the Board and the person to whom the information relates.

2. Director's Duty to Return Confidential Information. Upon the expiration of the Board member's term, or the Board member's resignation or termination from the Board, the Board member shall immediately discontinue all use of the confidential information, and shall promptly delete their access to and return to the Association all tangible 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.

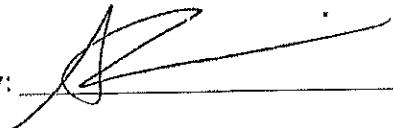
3. Duty of Confidentiality Extends Beyond Term on the Board. Notwithstanding the expiration of the Board member's term or the Board member's resignation or termination from the Board, the Board member shall continue to maintain the confidentiality of any confidential information obtained during his/her service to the Association. This duty does not expire.

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

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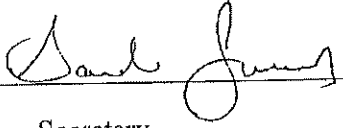
5. This Resolution Supersedes Any Prior Resolutions of this Nature. This Resolution supersedes and replaces any prior rule, policy or resolution adopted or followed by the Association, whether written or unwritten, related to this issue.

**APPROVED BY ACTION OF THE BOARD OF DIRECTORS ON THE 9th day of February, 2021.**

By:  \_\_\_\_\_

Its: President

Dated: 5/6/2021

By:  \_\_\_\_\_

Its: Secretary

Dated: 5-8-21

SUMMERLIN WEST COMMUNITY ASSOCIATION

BARCELONA MARIPOSA NEIGHBORHOOD COMMITTEE RESOLUTION

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

**WHEREAS**, the Board of Directors (the "**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 create committees to perform such tasks and to serve for such periods as the Board may designate by Resolution. The Board has such authority pursuant to, among other things, NRS 116.3102 and 116.3103; Section 7.5 of the Declaration of Covenants, Conditions, and Restrictions For Summerlin West Community Association (the "**CC&Rs**"); and Section 5.1 of the By-Laws of Summerlin West Community Association (the "**Bylaws**").

**WHEREAS**, the term "**Owner**" is defined in Section 2.25 of the CC&Rs. The term "**BarMar**" means and refers to the Barcelona Mariposa Neighborhood within the Association.

**WHEREAS**, there is a desire to establish a BARMAR NEIGHBORHOOD committee composed of BarMar Owners as committee members, subject to the terms of this Resolution.

**NOW THEREFORE BE IT RESOLVED**, that the Board does hereby adopt this Resolution by and on behalf of the Association:

- A. Committee**: The Board hereby establishes The Summerlin West Community Association BARMAR NEIGHBORHOOD Committee (the "**Committee**" or "**BarMar Committee**").
- B. Purpose(s)**: The purpose(s) of the Committee is/are as follows:
1. To serve as an advisory committee to the Board on all matters involving the BarMar Neighborhood, and as further deemed necessary by and as directed by the Board.
  2. To provide non-binding recommendations to the Board regarding the BarMar Neighborhood.
- C. Power(s)**: The power(s) of the Committee is/are as follows:
1. The Committee shall make recommendations to the Board related to its purpose(s), and the Board shall make the final decisions on all such matters.
  2. The Committee's recommendations are non-binding on the Board and are only to inform the Board as to the committee's research, conclusions and recommendations.
  3. The Committee shall not make any business decisions on behalf of the Board or the Association.
  4. The Board shall make reasonable efforts to obtain the recommendations of

the Committee prior to taking action on topics related to the purpose(s) of the Committee, but may nevertheless take action with or without receipt and review of the Committee's recommendations in the sole and absolute discretion of the Board, including in the event of an emergency and/or a health, safety or welfare matter or otherwise.

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

1. **Requirement(s):** Committee Members must be Owners within the BarMar Neighborhood.
2. **Board Member as Board Liaison on Committee:** One (1) Board member shall be appointed by the Board as the Board of Director Liaison ("Board Liaison") to attend Committee meetings and to provide information and input to the Board as to the Committee's recommendations on Committee matters. If a Board member is elected from the BarMar Neighborhood, that Board member shall be the Board Liaison for the Committee; if more than one (1) Board member is elected from the BarMar Neighborhood, the Board shall appoint one (1) of those Board members as the Board Liaison. The Board Liaison does not have voting powers on the Committee and is not included within the number of Members on the Committee, including for purposes of a quorum or voting.
3. **Appointment/Number of Members:** The Committee shall consist of not less than three (3) and not more than five (5) Committee Members appointed by the Board 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 shall have the sole power and authority to appoint any new or replacement Committee Members at any time, as the Board sees fit, by a majority vote of the Board at a regularly scheduled meeting of the Board.
4. **Length of Service and Removal:** Committee Members shall serve on the Committee for a term of twelve (12) 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 shall have the sole power and authority to remove any Committee Member at any time, as the Board sees fit, by a vote of the majority of the Board at a regularly scheduled meeting of the Board.

**E. Chairperson:** The Board Liaison shall serve as the Chairperson of the Committee ("**Committee Chairperson**"). If, however, the Board Liaison chooses not to serve as Committee Chairperson, then the Committee Chairperson shall be determined by the Committee through the following procedures:

1. **Requirement(s):** The Committee Chairperson must be a Committee Member.
2. **Appointment:** If the Committee Chairperson is not the Board Liaison, 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. Further, if the Committee Chairperson is not the Board Liaison, 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.

3. **Length of Service and Removal:** The Committee Chairperson, if not the Board Liaison, shall serve as the Committee Chairperson for a term of twelve (12) months or until resignation, removal, or death. Except for the Board Liaison, the Committee shall have the authority to remove the elected Committee Chairperson from the title of Chairperson at any time as the Committee sees fit by a vote of the majority of the Committee at a regularly scheduled meeting of the Committee. The Committee does not have the power to remove any Member from the Committee; only the Board has that power.

F. **Meetings:** The Committee shall convene on a quarterly basis or as otherwise deemed appropriate (either a shorter or longer interval) by the Committee Chairperson or by the Board (the "**Committee Meeting**"). During the Committee Meetings, the Committee Members and the Association's professional manager ("**Manager**") shall meet for the purpose(s) identified in 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 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 recommendations 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).

3. **Parliamentary Rules:** The parliamentary rules followed by the Association's Board shall apply.

G. **Reports:** The Committee shall author and submit written recommendations to the Board based upon the Committee Meetings 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 (if not the Board Liaison) shall attend Board Meetings to represent the Committee and to discuss the written recommendations of the Committee, the Committee's Meeting Minutes, the purpose(s) identified in this Resolution, and anything related to the Committee's purpose(s).

H. **Other Administrative Matters:** The Committee shall, when directed by the Board, provide the Board and/or the Manager with articles and writings related to the Committee, and the purpose(s) identified in this Resolution, for inclusion in the

Association's newsletter.

- I. **Termination:** 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.

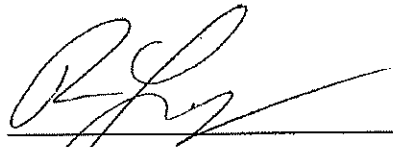
**APPROVED AND ADOPTED BY ACTION OF THE SUMMERLIN WEST COMMUNITY ASSOCIATION'S BOARD OF DIRECTORS ON THE 14<sup>th</sup> DAY OF NOVEMBER, 2023.**

By:  \_\_\_\_\_

Name: Julie Cleaver

Its: President

Dated: 11.14.2023

By:  \_\_\_\_\_

Name: Rachel Lyons

Its: Secretary

Dated: 11.14.2023