

Beu: 1.

409236

/2-1

ST-47164-SC

WHEN RECORDED MAIL TO:

Bronze Construction
2280 Crestline Loop
N. Las Vegas, NV 89030

DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BRONZE CONSTRUCTION CO., INC. a Nevada Corporation, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property situated in City of Las Vegas, the County of Clark, State of Nevada, which is more particularly described as:

CROSSROADS III, Final Map, No. 1369962,
Book 27, Page 13, on file with the Clark
County, Nevada, Recorder's Office.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CROSSROADS III HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Dwelling which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto), excepting dwelling units, owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first dwelling is described as follows:

All "Common Area" as shown on the recorded subdivision map referred to as CROSSROADS III Final Map, No. 1369962, Book 27, Page 13, on file with the Clark County, Nevada, Recorder's Office.

Section 5. "Dwelling" shall mean and refer to any one of the family dwelling units intended for independent use and occupancy by one of the Owners as defined hereinabove including the plot of land on which it is situated with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to BRONZE CONSTRUCTION CO., INC., a Nevada corporation, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS AND RESTRICTIONS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right of access to dwelling unit and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Dwelling, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Dwelling remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer signed by 2/3rd of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. No owner, resident, lessee, invitee or other person, with or without the purported consent or co-operation of any owner, resident or lessee, shall park, store or maintain, in or on the properties, any boats, trailers, campers, or other vehicles not customarily used as a means for general transportation for periods greater than twenty-four (24) consecutive hours unless said vehicles are parked or stored in the permanent areas provided therefor.

Section 4. Land Use. No dwelling or land located on the subject property shall be used except for residential purposes.

Section 5. Building Use. The respective properties shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than 30 days, or (b) any rental if the occupants of the dwelling are provided customary hotel services, such as room service for food and beverage, maid service, furnishings, laundry and linen, bellboy service, etc. With the exception of the foregoing restrictions, the owners of the respective properties shall have the absolute right to lease same, provided that the lease is made subject to the covenants, conditions, restrictions, limitations, and uses contained in this Declaration, and further subject to the By-laws of the Association.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon or in any dwelling or land located on the subject property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbourhood.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used upon or in any dwelling or land located on the subject property at any time as a residence either temporarily or permanently.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any dwelling or land located on the subject property except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the declarant to advertise the property during the construction and sales period.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any dwelling or land located on the subject property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any dwelling or land located on the subject property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon or in any dwelling or land located on the subject property.

Section 10. Livestock, Poultry, and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept upon or in any dwelling or land located on the subject property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and further provided, that said pets shall not include, per Dwelling, more than, two (2) dogs and two (2) cats.

Section 11. Garbage and Refuse Disposal. No dwelling or land located on the subject property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Dwelling which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Dwelling which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Dwelling owned. When more than one person holds an interest in any Dwelling, all persons shall be members. The vote for such Dwelling shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Dwelling.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Dwelling owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

~~the date January 1st, 1936.~~

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Dwelling owned within the Properties, hereby covenants, and each Owner of any Dwelling by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the exterior of the dwellings situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Dwelling to an Owner, the maximum annual assessment shall be Five Hundred and Forty Dollars (\$540.00) per dwelling.

(a) From and after January 1 of the year immediately following the conveyance of the first Dwelling to an Owner, the maximum annual assessment may be increased by the Board of Directors each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Dwelling to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under

Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual

and special assessments must be fixed at a uniform rate for all Dwellings and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Dwellings on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Dwelling at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be

sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Dwelling have been paid. A properly executed certificate of the Association as to the status of assessments on a Dwelling is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or said lien may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the Owner to pay any such assessment, such sale to be conducted in accordance with the provisions of Covenants Nos. 6, 7 and 8 of NRS 107.030, and NRS 107.080 and 107.090, applicable to the exercise of powers of sale in deeds of trust, or in any other manner permitted by law. In this regard and insofar as applicable, the following Covenants Nos. 6, 7 (interest rate of 6% per annum), 8 and 9 of NRS 107.030 are hereby adopted and make a part hereof (with such power of sale running in favor of the Association, its attorney or other person authorized to make such sale, as above mentioned). The Association, acting on behalf of the Owners shall have the power to bid in the property at foreclosure or trustee's sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Dwelling.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Dwelling shall not affect the assessment lien. However, the sale or transfer of any Dwelling pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Dwelling from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

MAINTENANCE RESPONSIBILITIES

Section 1. Association Maintenance. In addition to the duties and powers enumerated in the Articles of Incorporation, the By-laws or elsewhere herein and without limiting the generality thereof, the Association, through its Board of Directors shall:

(a) Maintain and otherwise manage all of the Common Area and facilities, improvements and landscaping thereon, the internal storm drainage, sewer and water system and private streets within the development and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges that may be assessed against the Common Area.

(c) Have authority to obtain, for the benefit of the Common Area, all water, gas, electric service and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area.

(e) Enforce applicable provisions of this Declaration, the Articles of Incorporation and the Association By-laws and any rules and regulations as may be adopted by the Board.

(f) Contract for goods and/or services for the Common Area, facilities and interests or for the Association.

(g) Delegate its powers to committees, officers or employees of the Association.

(h) Formulate rules of operation for the Common Area and facilities owned or controlled by the Association.

(i) Initiate and execute disciplinary proceedings against members of the Association for violation of the provisions of this Declaration, the By-laws or the Articles of Incorporation, rules and regulations, all in accordance with the procedures set forth herein.

(j) In addition to the maintenance and preservation of the Common Area, the Association shall also provide exterior maintenance on each lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts and exterior improvements. However, such exterior maintenance shall not include glass surfaces. In the event the need for maintenance or repair of a lot or improvement thereon is caused through the wilful or negligent acts or omissions of the owner or of his family, guests or invitees, the costs of such exterior maintenance may be added to and become a part of the assessments to which such lot is subject.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the architectural committee composed of three (3) or more representatives appointed by the Board.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Dwelling Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Dwelling Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Mortgage to Include Deed of Trust. The term "Mortgage" as used herein shall mean and include the term "Deed of Trust".

Section 7. Compliance With Declaration and By-Laws. Each Owner, tenant or occupant of the properties shall comply with the provisions of this Declaration, the By-Laws, decisions, and resolutions of the Association or its duly authorized representatives, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17th day of August, 1981.

BRONZE CONSTRUCTION CO. INC.

(Declarant)

By: *[Signature]*
Allen E. Stewart, President

STATE OF NEVADA
COUNTY OF Clark }

On this August 17, 1981

personally appeared before me, a Notary Public, in and for said County and State Allen E. Stewart

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SANDRA W. CRAM
Notary Public

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF

STEWART TITLE INSURANCE OF NEVADA
AUG 18 2 46 PM '81

FEE 15.00 DEPUTY [Signature]
OFFICIAL RECORDS
BOOK INSTRUMENT

36

Medallion Development, Inc.

213
AM
3

83931-SV

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1. WHEREAS, a Declaration of Covenants, Conditions and Restrictions (hereafter referred to as "Declaration") was recorded by Declarant's predecessor in interests, Bronze Construction Company, Inc. on August 18, 1981 in Book 1450 as Instrument No. 1409236 covering the following described property:

" CROSSROADS III, Final Map No. 1369962 Book 27, Page 13 on file with the Clark County, Nevada Recorders office".

2. WHEREAS, Declarant is current owner of property described as Buildings 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, & 29 and all common area adjacent to each building as shown and described on the Crossroads III Final Map recorded June 2, 1981 in Book 27, Page 13 as Instrument No. 1369962 of plats in the Official Records of Clark County, Nevada.

3. WHEREAS, Article VII Section 3, Amendment of said Declaration provides that the Declaration may be amended during the first (20) twenty year period by an instrument signed by not less than ninety (90%) percent of all dwelling owners.

4. WHEREAS, there are currently sixty-two (62) "Owners" of "Dwellings" as said terms are defined in the declaration other than the declarants.

5. NOW, THEREFORE, the Declaration is hereby amended as follows.

6. UNDER WITNESSETH, the legas description is hereby amended to read:

" Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, all of the common Area excluding that certain Common Area located within Phases 2A, 2B, 2C & 2D, as shown and described on the Crossroads III Final Map No. 1369962 filed in Book 27, Page 13 as Instrument 1369962 of Plats in the Official Records of Clark County, Nevada. and by Amended Map filed in Book Forty-One (41) of Plats, Page Thirty-One (31) in the Official Records of Clark County, Nevada.

7. Exhibit A is hereby added to the Declaration as following:

EXHIBIT A

Buildings 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and all of the Common Area included in Phase 2A, 2B, 2C, and 2D as shown and described on the Crossroads III Amended Map filed in Book 881229 of Plats, as Instrument 01058 in the Office of the County Recorder of Clark County, Nevada.

The following Article VIII is hereby added to the Declaration:

1 2 0 1 1 7 0 0 1 1 1 1
Medallion Development, Inc.

ARTICLE VIII

Development Plan

SECTION 1: Phasing: Declarant plans to develop the property described in exhibit A in Four (4) Phases described as follows:

Phase 2A : Buildings 25, 26, 27, 28 & 19 and that portion of the Common Area within the boundaries of Phase 2A.

Phase 2B : Buildings 18, 19, 20, 21, 22, 23 and 24 and that portion of the Common Area within the boundaries of Phase 2B.

Phase 2C : Buildings 15, 16 & 17 and that portion of the Common Area within the boundaries of Phase 2C.

Phase 2D : Buildings 11, 12, 13 and 14 and that portion of the Common Area within the boundaries of Phase 2D.

SECTION 2: Annexation: Declarants may annex all or any portion of the property described on Exhibit A without membership approval within five (5) years from the date the First Amendment to the Declaration is recorded provided the Declarant complies with the following requirements:

- A. A draft of the Declaration of Annexation is submitted to and approved by the Veterans Administration prior to recordation
- B. The Declaration of Annexation is in accordance with the development plan set forth in Section 1 herein.
- C. The Declaration of Annexation is recorded.

IN WITNESS WHEREOF, Declarant and the Owners have executed this Amendment to the Declaration this 11 day of January 1989.

Renatta Riley
Crossroads III Homeowners Association

0 2 0 1 7 0 0 4 1 5
Medallion Development, Inc.

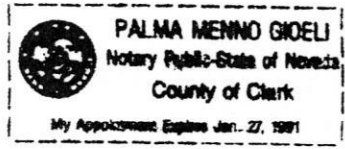
COUNTY OF CLARK
STATE OF NEVADA

On January 11, 1989, personally appeared before me, a Notary Public, Henetta Riley, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Palma Menno Gioeli

NOTARY PUBLIC in and for said
COUNTY AND STATE
RESIDING IN LAS VEGAS, NEVADA



CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
LAND TITLE OF NV
01-13-89 08:00 CJK 3
BOOK: 890113 INST: 00415
FEE: 7.00 RPT: .00

3 2 0 3 0 0 0 2 0 2

② 113
AM

Bo. 52

3 2 0 3 0 0 0 2 0 2
Medallion Development, Inc. 0 0 4 1 5

RE-RECORDED

213
A-47
③

83931-SV

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

1. WHEREAS, a Declaration of Covenants, Conditions and Restrictions (hereafter referred to as "Declaration") was recorded by Declarant's predecessor in interests, Bronze Construction Company, Inc. on August 18, 1981 in Book 1450 as Instrument No. 1409236 covering the following described property:

" CROSSROADS III, Final Map No. 1369962 Book 27, Page 13 on file with the Clark County, Nevada Recorders office".

2. WHEREAS, Declarant is current owner of property described as Buildings 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, & 29 and all common area adjacent to each building as shown and described on the Crossroads III Final Map recorded June 2, 1981 in Book 27, Page 13 as Instrument No. 1369962 of plats in the Official Records of Clark County, Nevada.

3. WHEREAS, Article VII Section 3, Amendment of said Declaration provides that the Declaration may be amended during the first (20) twenty year period by an instrument signed by not less than ninety (90%) percent of all dwelling owners.

4. WHEREAS, there are currently sixty-two (62) "Owners" of "Dwellings" as said terms are defined in the declaration other than the declarants.

5. NOW, THEREFORE, the Declaration is hereby amended as follows.

6. UNDER WITNESSETH, the legas description is hereby amended to read:

" Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, all of the common Area excluding that certain Common Area located within Phases 2A, 2B, 2C & 2D, as shown and described on the Crossroads III Final Map No. 1369962 filed in Book 27, Page 13 as Instrument 1369962 of Plats in the Official Records of Clark County, Nevada, and by Amended Map filed in Book Forty-One (41) of Plats, Page ~~thirty-seven (37)~~ (37) in the Official Records of Clark County, Nevada.

7. Exhibit A is hereby added to the Declaration as following:

EXHIBIT A

Buildings 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and all of the Common Area included in Phase 2A, 2B, 2C, and 2D as shown and described on the Crossroads III Amended Map filed in Book 881229 of Plats, as Instrument 01058 in the Office of the County Recorder of Clark County, Nevada.

The following Article VIII is hereby added to the Declaration:

3 3 0 3 0 6 0 0 2 6 2

Medallion Development, Inc. ^{3 3 0 1 1 3 0 0 4 1 5}

ARTICLE VIII

Development Plan

SECTION 1: Phasing: Declarant plans to develop the property described in exhibit A in Four (4) Phases described as follows:

Phase 2A : Buildings 25, 26, 27, 28 & 29 and that portion of the Common Area within the boundaries of Phase 2A.

Phase 2B : Buildings 18, 19, 20, 21, 22, 23 and 24 and that portion of the Common Area within the boundaries of Phase 2B.

Phase 2C : Buildings 15, 16 & 17 and that portion of the Common Area within the boundaries of Phase 2C.

Phase 2D : Buildings 11, 12, 13 and 14 and that portion of the Common Area within the boundaries of Phase 2D.

SECTION 2: Annexation: Declarants may annex all or any portion of the property described on Exhibit A without membership approval within five (5) years from the date the First Amendment to the Declaration is recorded provided the Declarant complies with the following requirements:

- A. A draft of the Declaration of Annexation is submitted to and approved by the Veterans Administration prior to recordation
- B. The Declaration of Annexation is in accordance with the development plan set forth in Section 1 herein.
- C. The Declaration of Annexation is recorded.

IN WITNESS WHEREOF, Declarant and the Owners have executed this Amendment to the Declaration this 11 day of January 1989.

Renatta Riley

Renatta Riley
Crossroads III Homeowners Association

3 2 0 3 0 1 0 0 2 6 2

Medallion Development, Inc. ^{2 2 0 1 1 7 0 0 4 1 5}

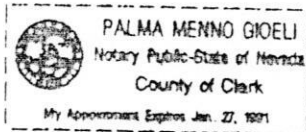
COUNTY OF CLARK
STATE OF NEVADA

On January 11, 1989, personally appeared before me, a Notary Public, Freddie Riley, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Palma Menno Gioeli

NOTARY PUBLIC in and for said
COUNTY AND STATE
RESIDING IN LAS VEGAS, NEVADA



THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT PAGE NUMBER
IN LEGAL DESCRIPTION.....

RE-RECORDED

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
LAND TITLE OF NV
03-08-89 08:00 CLK 3
OFFICIAL RECORDS
BOOK: 890308 INST: 00262
FEE: 7.00 RP.T. .00

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
LAND TITLE OF NV
01-13-89 08:00 CJK 3
OFFICIAL RECORDS
BOOK: 890113 INST: 00415
FEE: 7.00 RP.T. .00