

BOARD OF REGENTS BRIEFING PAPER

1. **Agenda Item Title:** Authorization to record the UNLV Midtown Corridor CC&R's

Meeting Date: June 11-12, 2015

2. **BACKGROUND & POLICY CONTEXT OF ISSUE:**

On December 5, 2014, the Board of Regents approved the Implementing Agreements for the University Gateway Project; a public-private partnership involving the redevelopment of 2.2 acres at Maryland Parkway and Dorothy Avenue into a mixed use building and UNLV parking garage. One of the documents approved by the Board was the Master Plan Declaration of Covenant, Conditions & Restrictions for UNLV Midtown Corridor (the "Midtown CC&R's"). A copy of the Midtown CC&R's are attached as **Exhibit A**.

The Midtown CC&R's set forth design and construction standards for redevelopment projects that UNLV will be a part of within the Midtown Corridor. The Midtown Corridor runs along Maryland Parkway between Tropicana Avenue and Flamingo Road; an area that serves as the front-door to the campus and an area where creating an integrated design between campus and off-campus property is important in order to create a distinctive town/gown identity.

The Midtown CC&R's are intended to serve as a kind of zoning overlay that will, among other things, (i) outline design standards including signage, building materials, and exterior lighting, (ii) specify design review and approval processes, (iii) restrict or prohibit a range of specific uses that are inconsistent with UNLV's vision for the Midtown Corridor, and (iv) permit reasonable amendments and variances to the standards and requirements as approved by UNLV.

Clark County, NSHE, UNLV, The Boulevard Mall, Sunrise Hospital, The Vista Group, American Nevada and other property owners and interested parties have been working together in discussions related to the potential for a Clark County Planning Overlay on the Maryland Parkway Corridor. Clark County has decided to move forward with this overlay process, which would potentially provide a planning overlay for the Maryland Parkway Corridor within the limits of Clark County (Russell Road to Sahara Avenue) – this overlay would provide an alternate option from the base Clark County Title 30 code for planning and development guidelines to be followed by private property developers, more consistent with urban district development standards such as those defined by the Midtown CC&R's.

Clark County has shown significant interest and collaboration in working with NSHE and UNLV related to discussing many of the components of the Midtown CC&R's in the planning overlay process for potential incorporation into the potential Clark County Planning Overlay – most notably in the Maryland Parkway area between Tropicana Avenue and Flamingo Road, to create a Maryland Parkway area supporting development consistent with the Midtown UNLV vision. There are some CC&R items that Clark County likely could not include in the planning overlay, such as use restrictions that are currently allowable in the Clark County Title 30 code. This potential overlay item was last presented by Clark County at the April 8, 2015 Maryland Parkway Coalition meeting, which was held at the NSHE Office Building at 4300 Maryland Parkway. This meeting was attended by Commissioner Giunchigliani, Commissioner Scow, the Director of Clark County Comprehensive Planning and several County Planning staff, as well as a broad range of property owners and interested parties related to the Maryland Parkway Corridor. Part of the supporting materials for this briefing paper include a handout provided by Clark County Planning staff at this meeting. See **Exhibit B**.

The Midtown CC&R's have been recorded against the property that will be a part of the University Gateway Project. The Midtown CC&R's will also be recorded against the property known as the University Park Apartments; a public-private partnership to develop upper-class student housing on 14 acres adjacent to campus, approved at the April 24th, 2015 Special Board Meeting. In order to maximize the effectiveness of the Midtown CC&R's – the documents need to be recorded against all property within the Midtown Corridor that is owned by the Board or is acquired by the Board in the future.

Accordingly, President Len Jessup requests authorization to record the Midtown CC&R's and future amendments to the Midtown CC&R's against all property within the Midtown Corridor that is currently owned by the Board. This includes: APN # 162-23-301-001 (the former Carl's Junior site), APN# 162-23-301-002 (the current UNLV Police Station site), APN #'s 162-201-001 & 002 (the NSHE System Office), APN # 162-23-310-001 (the Regency Car Wash site), and APN # 162-23-101-003 (the former 99¢ Store site) (collectively the "Midtown Board Property") as shown in the attached

Exhibit C. In addition, President Jessup requests authorization to record the Midtown CC&R's and future amendments to the Midtown CC&R's against any property located within the Midtown Corridor that is acquired by the Board in the future (the "Future Midtown Property"). Finally, UNLV requests approval to make any minor revisions to the Midtown CC&R's necessary to effectively record them against the Midtown Board Property and the Future Midtown Property.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

President Len Jessup requests authorization to:

1. Record the Midtown CC&R's and any future amendments to the Midtown CC&R's against all property within the Midtown Corridor that is currently owned by the Board;
2. Record the Midtown CC&R's and any future amendments to the Midtown CC&R's against any property located within the Midtown Corridor that is acquired by the Board in the future; and
3. Make any minor revisions to the Midtown CC&R's necessary to effectively record them against property within the Midtown Corridor current owned, or acquired in the future, by the Board.

4. IMPETUS (WHY NOW?):

The Midtown CC&R's were developed as part of the University Gateway Project as a means of creating an integrated design between campus and off-campus property within the Midtown Corridor. In order to maximize the effectiveness of the Midtown CC&R's the documents need to be recorded against and encumber the all property within the Midtown Corridor that is current owned, or is acquitted in the future, by the Board. UNLV is currently involved with several public-private partnerships within the Midtown Corridor and therefore the timing is right to record the Midtown CC&R's against property within the Midtown Corridor that is currently owned by the Board.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The Midtown CC&R's were developed in order to create an integrated design between campus and off-campus property within the Midtown Corridor and achieve a true town/gown feel and sense of place.
- Approval of this agenda item will authorize UNLV to record the Midtown CC&R's against property within the Midtown Corridor that is currently owned or is acquired in the future by the Board.
- UNLV make a commitment to the developer of the University Gateway Project that it would record the Midtown CC&R's against privately owned property within the Midtown Corridor that UNLV becomes a part of in terms of redevelopment and also intended to record the documents against Board owned property.
- UNLV and NSHE are working with Clark County related to the development of a Clark County Planning Overlay district on Maryland Parkway, that may incorporate many components or concepts represented in the Midtown CC&R's, and the actions represented in this agenda item reinforces UNLV's and NSHE's commitment to the CC&R's and improving the quality of development in the Midtown UNLV corridor.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

It is not necessary or desirable to record the Midtown CC&R's against property within the Midtown Corridor currently owned or acquired in the future by the Board because the Board has discretion as to the use and development of Board property. The Midtown CC&R's impose unnecessary burdens on the property.

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

Do not authorize the recording of the Midtown CC&R's against property within the Midtown Corridor that is currently owned or acquired in the future by the Board.

8. COMPLIANCE WITH BOARD POLICY:

<input type="checkbox"/> Consistent With Current Board Policy: Title #_____ Chapter #_____ Section #_____
<input type="checkbox"/> Amends Current Board Policy: Title #__ Chapter #__ Section #_____
<input type="checkbox"/> Amends Current Procedures & Guidelines Manual: Chapter #_____ Section #_____
<input type="checkbox"/> Other: _____
<input type="checkbox"/> Fiscal Impact: Yes_____ No X_____
Explain: _____

APN: 162-23-401-001,
162-23-401-002
162-23-401-003

WHEN RECORDED, RETURN TO:

*WILBUR M. ROADHOUSE, ESQ.
Fennemore Craig Jones Vargas
300 South Fourth Street, Suite 1400
Las Vegas, Nevada 89101*

(Space Above Line for Recorder's Use Only)

***MASTER PLAN DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS

FOR

UNLV MIDTOWN CORRIDOR

(CLARK COUNTY, NEVADA)***

**MASTER PLAN DECLARATION
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FOR
UNLV MIDTOWN CORRIDOR**

THIS MASTER PLAN DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR UNLV MIDTOWN CORRIDOR ("**Master Declaration**") is made as of the December 5, 2014, by the Board of Regents ("**Board of Regents**") of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("**UNLV**") ("**Master Declarant**"), and is made with reference to the following facts and purposes:

RECITALS

A. As set forth in that certain *Maryland Parkway Precinct Master Plan, University of Nevada, Las Vegas*, prepared by Robert A. M. Stern, Architects, and certain other materials specifically referenced in Exhibit "F" hereto and incorporated herein by this reference (collectively, the "**Master Plan**") UNLV has, since its founding in 1957, developed exponentially; and, as its campus continues to grow, the Board of Regents has chosen to develop the Master Plan for one of its front doors to the community -- Maryland Parkway.

B. The Master Plan sets forth strategies to organize the growth and development of Maryland Parkway and certain surrounding areas bordering this precinct of the campus ("**Midtown Corridor**") over the next decades within the context of UNLV's strategic goals, priorities, and commitments to the neighboring and developing community.

C. The Master Plan has been developed within the context of certain visioning goals, including the following:

- Replace all current gross floor area and provide for future growth;
- Create a "Wow" factor;
- Acknowledge the Harmon Entry to the UNLV campus on Maryland Parkway;
- Emphasize the Lied Library axis;
- Engage the existing historic malls and the greater campus;
- Strengthen the pedestrian crossings of Maryland Parkway;
- Incorporate a reasonable vehicular drop off;
- Accommodate accessible parking;
- Increase visibility of the TAM Alumni Center;
- Create a defined alumni outdoor space;
- Create places for sculpture and art;
- Develop a landscape language;
- Incorporate sustainable design initiatives;
- Develop a language for materials along Maryland Parkway; and
- Plan for logical phasing of the proposed masterplan strategy.

D. An objective of the Master Plan is to create a variety of landscaping and building experiences for people to enjoy; the Master Plan sets forth certain guideline recommendations for the massing, materials, hardscaping, and landscaping for the Midtown Corridor.

E. Currently, there is no zoning overlay of the relevant governmental jurisdiction, Clark County, Nevada ("**County**"), pertaining to the Midtown Corridor. In the absence of such County zoning overlay, this Master Declaration has been prepared and promulgated to reasonably implement and supplement the visioning goals set forth in the Master Plan, with respect to the Midtown Corridor.

F. Pursuant to that certain Lease Agreement dated as of December 5, 2014 (as now or hereafter in effect, the "**UNLV Lease**") entered into between the Board of Regents and New Town MD, LLC, a Nevada limited liability company (together with its successors and assigns as landlord under such lease, "**New Town**"), Master Declarant is acquiring an interest in certain real property located within the Midtown Corridor, as more particularly described in Exhibit "A" hereto (the "**Initial Property**"), which shall be the initial property subjected to this Master Declaration.

G. The Initial Property is also subject to (i) a site specific Project Development Agreement (the "**PDA**") governing the design and construction of the initial improvements on the Initial Property and (ii) a site specific Reciprocal Easement Agreement and Declaration of Restrictions ("**REA**") creating certain easements and providing for the operation of the Initial Property.

H. Master Declarant may reasonably expect to have an interest in certain other real property located in the County, as generally described in Exhibit "B" hereto (collectively, the "**Annexable Area**"), all or portions of which from time to time Master Declarant may, but need not, cause to be annexed of Record to this Master Declaration.

I. The Initial Property and the portions of the Annexable Area (each a "**Property**" and collectively, the "**Properties**") from time to time annexed hereto of Record by Master Declarant shall comprise the "**Properties**" for purposes of this Master Declaration.

J. Master Declarant intends to encumber the Properties with this Master Declaration, for the mutual benefit of the Properties and further for the benefit of certain other real property located in Clark County, Nevada, as generally described in Exhibit "C" hereto (the "**Additional Benefitted Property**").

K. Master Declarant intends that the Properties shall be conveyed and developed reasonably consistent with the Master Plan, and certain Initial Key Urban Design Factors as generally described in Exhibit "D" hereto (collectively, the "**Design Guidelines**"), and subject to certain protective covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges, as set forth herein.

L. Master Declarant (joined by the undersigned Initial Owner solely in its capacity as current fee owner of the Initial Property) desires to subject the Initial Property and any subsequently Annexed Property (as defined in Section 6.1) to this Master Declaration, setting forth certain duties and obligations of the Owners of the Properties concerning the activities of such

Owners and Occupants on and in connection with their respective Properties, which obligations are imposed for the benefit of Master Declarant, and each of the Owners and Occupants of the Properties.

M. Master Declarant reserves the right, but not necessarily the obligation, at any time to organize or cause to be organized a master property owners association of the Owners ("**Master Association**"), and/or to designate a design and architectural review committee ("**Master DRC**"), respectively in connection with this Master Declaration and with the Properties, as set forth in further detail below.

N. Master Declarant reserves the right, but not necessarily the obligation, to amend, modify, supplement, limit, restate, and/or terminate this Master Declaration at such time (if any) in the future that the County adopts a zoning overlay for or with respect to the Properties, to reasonably give effect to and/or to harmonize and conform to such County zoning overlay, as set forth in further detail below.

O. Master Declarant specifically intends that this Master Declaration shall NOT be subject to Chapter 116 of Nevada Revised Statutes, and that this Master Declaration shall NOT create a Common-Interest Community;

NOW, THEREFORE, Master Declarant hereby declares that all of the Initial Property, and, from the date(s) of respective annexation, any and all of the Annexable Area, shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the provisions of this Master Declaration and to the following covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability respectively of the Properties and of the Additional Benefitted Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale and lease of the Properties or any portion thereof. The protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth in this Master Declaration shall run with and burden the Properties and shall be binding upon all Persons having or acquiring any right, title or interest in the Properties, or any part thereof, and their heirs, successors and assigns; shall inure to the benefit of every portion of the Properties (and the Additional Benefitted Property) and any interest respectively therein; and shall inure to the benefit of and be binding upon, and may be enforced by Master Declarant, the Owners, the Master Association and/or Master DRC (if respectively created), and each owner of any portion of the Additional Benefitted Property), and their respective heirs, executors and administrators, and successive owners and assigns, as set forth herein.

ARTICLE 1

MIDTOWN CORRIDOR STANDARDS

1.1 **Introduction.** The intent of the Master Plan is to (i) permit and encourage comprehensively planned development of a university-community district, whose purpose is redevelopment, economic development and revitalization, cultural enrichment, and/or to provide a thematically integrated multi-use planned development and (ii) provide a contextual outline and project and community guidelines for the physical development and use of each parcel of land within the Properties and the Improvements thereon. Essential to creating this sense of place is a

commitment to the characteristics of development and design standards set forth or referenced in this Master Declaration.

1.2 **Midtown Corridor Standards.** This Master Declaration and the Design Guidelines shall comprise the "**Midtown Corridor Standards.**" Notwithstanding the foregoing, or any other provision in this Master Declaration, Master Declarant reserves the right at any time and from time to time to unilaterally amend, modify, supplement, limit, terminate, and/or restate, all or any parts of the Design Guidelines with regard to all or any Annexable Area. Notwithstanding the foregoing, this Master Declaration and the Midtown Corridor Standards shall be subject to the specific terms, conditions and provisions of each PDA and/or REA Recorded against the Initial Property or any other Property (collectively, the "**Parcel Specific Agreements**"), which shall be deemed to be incorporated into the Midtown Corridor Standards applicable to such Property; in the event of any conflict between the provisions of this Master Declaration and/or the Design Guidelines, the provisions of the Parcel Specific Agreements applicable to each individual Property shall prevail, as set forth in Section 2.2. Each Owner agrees to reasonably perform and comply with, at Owner's expense, all covenants and requirements of the Midtown Corridor Standards, insofar as they pertain to such Owner's Property.

1.3 **Scope.** The Midtown Corridor Standards are intended to direct the actions of all Owners and Occupants within the Midtown Corridor. The criteria contained in the Midtown Corridor Standards are binding on any Person who constructs, reconstructs, modifies, or occupies, any permanent or temporary improvement within the Midtown Corridor. The enforcement of the Midtown Corridor Standards is intended to foster and promote quality of real estate development within the university-community district, and visual continuity and consistency in design, protect property values, as well as to further the "Midtown UNLV – Overall Planning Concepts for Context" contained in the relevant portion of the Design Guidelines.

1.4 **Certain Prohibited and Permissible Uses.** Certain permissible (and prohibited) uses, applicable to the Properties are set forth in the Land Use Schedule in Exhibit "E" hereto and incorporated herein by this reference. Without limiting the restrictions contained in other Sections of this Master Declaration, no Property shall be used for any use which is prohibited by Exhibit "E" or, for any use for which the consent of Master Declarant is required, without the consent of Master Declarant. Notwithstanding the foregoing, or any other provision in this Master Declaration, Master Declarant reserves the right at any time and from time to time to unilaterally amend, modify, supplement, limit, terminate, and/or restate, all or any parts of Exhibit "E" with regard to all or any Annexable Area.

1.6 **Certain Additional Definitions.** In addition to the terms defined elsewhere herein, the following additional terms shall have the following meaning whenever used in this Master Declaration, except where the context clearly indicates otherwise.

1.6.1 **"Improvements"** shall mean any structure, thing, device or improvement, the placement of which upon any portion of a Property might affect the physical appearance thereof, including, by way of illustration and not limitation, buildings, covered patios, walkways, driveways, fountains, parking areas, trees, shrubbery, paving, curbing, landscaping, fences or walls, and all pipes or open channels which affects or alters the natural flow of surface waters upon or across any portion of the Properties.

1.6.2 "**Laws**" means all statutes, ordinances, rules, regulations, orders and decrees of all municipal, state and federal authorities.

1.6.3 "**Occupant**" shall mean the then-current tenant or business owner of any permitted business located within a Property; provided that, with regard to exercise of any rights by such Person, an "Occupant" shall additionally mean that such Person must be in good standing and current with payment of all rents and other amounts due, and performance of all other obligations, under the relevant lease; and who is current and not in default of any provision of this Master Declaration or any provision of any of the other Midtown Corridor Standards; at the time such right is attempted to be exercised by such Person, and thereafter, with respect to the attempted exercise of a right by such Person.

1.6.4 "**Owner**" shall mean, as applicable: (a) with regard to the Initial Property, the Initial Owner; and/or (b) with regard to any Annexed Property, the relevant Record Owner of fee title to such Property.

1.6.5 "**Person**" means an individual, partnership, firm, association, corporation, limited liability company, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

1.6.6 "**Project**" shall mean, with regard to the relevant Property, the Owner's project of development, subject to the Midtown Corridor Standards.

1.6.7 "**Record**," "**Recorded**" and "**Recordation**" shall mean, with respect to any document, the recordation of such document in the Office of the County Recorder of Clark County, Nevada.

ARTICLE 2 **MIDTOWN CORRIDOR STANDARDS**

2.1 **General and Specific Standards**. Each Owner acknowledges that it has agreed to acquire, develop and operate its Property subject to applicable provisions of the Parcel Specific Agreements applicable to its Property, as negotiated and agreed upon in each case with the Master Declarant, as well as the other Midtown Corridor Standards. Each Owner (and, as applicable, each Occupant) agrees to perform all of its obligations contained in its Parcel Specific Agreements and in the other Midtown Corridor Standards. Notwithstanding the foregoing, or any other provision in this Master Declaration, Master Declarant reserves the right at any time and from time to time to unilaterally negotiate, with the relevant Owner(s), the amendment, modification, supplement, limitation, termination, and/or restatement, of all or any provisions in the proposed or agreed-upon Parcel Specific Agreements pertaining to the future development and operation of such Owner's Property, provided that none of the foregoing actions shall ever be deemed a waiver of Master Declarant's right to unilaterally negotiate all or any such matters with any other Owner.

2.2 **Precedence**. The relevant Parcel Specific Agreements, this Master Declaration, the Design Guidelines and the other Midtown Corridor Standards shall be read and interpreted harmoniously to the maximum extent reasonably feasible. Subject to the preceding sentence, in

the event of conflict, the Parcel Specific Agreements shall prevail, and then this Master Declaration, and then the other Midtown Corridor Standards. Without limiting the foregoing, to the extent any design, plans, specifications, use or other matter requiring the consent or approval of Master Declarant under this Master Declaration is approved or otherwise permitted pursuant to a Parcel Specific Agreement, such consent or approval shall be deemed to have satisfied the consent or approval requirements of this Master Declaration.

ARTICLE 3 PROJECT PLANS

3.1 **Project Plans.** All of the below-described plans ("**Plans**") collectively, as and to the extent approved by Master Declarant shall constitute the "**Project Plans.**" Plans submitted by an Owner which have not been approved by Master Declarant shall not constitute Project Plans. When all of the Plans have been approved by Master Declarant as required by this Article, the Project Plans shall be deemed approved in their entirety. If an Owner changes any of the Plans in any material respect or in any manner so the Plan(s) is or are not in substantial compliance with applicable requirements of the Midtown Corridor Standards, after the Plans have been approved by Master Declarant, then Owner shall not construct any Improvements pursuant to such changed Plans, unless such changed Plans have been submitted to Master Declarant and approved by Master Declarant in the same manner as provided herein for all of the Plans. Notwithstanding the foregoing, or any other provision in this Master Declaration, Master Declarant reserves the right at any time and from time to time to unilaterally negotiate, with the relevant Owner(s), the amendment, modification, supplement, limitation, termination, and/or restatement, of all or any of the Project Plans for all or any future Properties, provided that none of the foregoing actions shall ever be deemed a waiver of Master Declarant's right to unilaterally undertake or negotiate all or any such matters with any other Owner.

3.2 **Construction Prohibited Prior to Approval of Project Plans.** No construction or alteration of any Improvements shall be commenced, erected or maintained upon any Property, until the relevant Owner has prepared and submitted Plans to Master Declarant (with regard to the particular Property) in accordance with the terms of the Midtown Corridor Standards, and such Plans have been approved by Master Declarant and thus comprise Project Plans with respect to the Property. The Project Plans shall describe in reasonable detail four separate elements of the relevant Project described in Sections 3.3 through 3.6.

3.3 **Site Improvements.** Each Owner shall submit to Master Declarant a "**Site Improvements Plan**" which shall be in sufficient detail for Master Declarant to reasonably verify that such Owner's Improvements will comply with the Midtown Corridor Standards. The Site Improvements Plan shall include: (a) a site plan, (b) a grading plan, and (c) a utilities plan, each in such detail, to the extent reasonably practicable, as may be reasonably required by Master Declarant.

3.3.1 **Tentative Maps; Final Commercial Subdivision Maps.** Each parcel map or subdivision map (including commercial subdivisions and common interest community subdivisions), boundary line adjustment or other subdivision of land within the Midtown Corridor shall be in accordance with the requirements of NRS Chapter 278 and the requirements of the County and any other appropriate governmental authority and shall reasonably comply with

Owner's Site Improvements Plan, as such Plans respectively are approved by Master Declarant and comprise Project Plans. Each Owner agrees to reasonably comply with all conditions to approval of each of Owner's maps, at such Owner's sole cost and expense. Each Owner agrees to provide CAD disks of all maps to governmental authorities, as may be required by any governmental authority with jurisdiction and/or by the Parcel Specific Agreements, when and in the format specified by any such governmental authority.

3.4 **Landscape Improvements.** Each Owner shall submit to Master Declarant a landscape plan ("**Landscape Plan**") that includes detailed plans sufficient for Master Declarant to reasonably verify that such Owner's landscape improvements will comply with the with the Midtown Corridor Standards.

3.5 **Building Improvements.** Each Owner shall submit to Master Declarant the following described Plans, each of which shall be in sufficient detail for Master Declarant to reasonably verify that such Owner's building Improvements will comply with the Midtown Corridor Standards. The building Improvements shall be described and/or illustrated in: (a) an architectural concept plan, (b) an architectural materials sample board, and (c) a signage plan, each in such detail, to the extent reasonably practicable, as may be reasonably required by Master Declarant.

3.6 **Urban Design Improvements.** Each Owner shall submit to Master Declarant the following described Plans, each of which shall be in sufficient detail for Master Declarant to reasonably verify that such Owner's Improvements will comply with the Midtown Corridor Standards with respect to (a) traffic control Plan (including designation of such items as additional roadways and related areas, bus turnouts, bridge landings, and so on), (b) Project storm water, and (c) urban space/open space use & interface diagrams, all in such detail, to the extent reasonably practicable, as may be reasonably required by Master Declarant.

3.7 **Plans Submittals; Approval; Disapproval.** Each of the plans described or referred to in the preceding Sections 3.1 – 3.6, is herein referred to as a "**Plan.**" Each Owner shall submit all of the Plans to Master Declarant in such forms as respectively specified above and as may reasonably be required by the Midtown Corridor Standards. Subject to Section 3.8 below, Master Declarant shall, within thirty (30) days after receipt of all of the Plans for the applicable Property, either (a) approve such Plans as submitted (which Approval by Master Declarant shall be made if and to the extent such Plans reasonably comply with the Midtown Corridor Standards), or (b) disapprove such Plans, and advise Owner in reasonable detail of the reasons for such disapproval. Notwithstanding the foregoing, failure by Master Declarant to approve such Plans within such thirty (30) day time period shall be deemed to be Approval by Master Declarant of such Plans; provided that Master Declarant reserves the right, in its sole discretion by written notification to the submitting Owner, to require one additional consecutive fifteen (15) day extension period before approval or disapproval. Master Declarant shall take similar action on Owner resubmittal(s) of the Plans following any disapproval. Master Declarant shall not be entitled to charge any fees for the initial review and one re-review of any Plans, but may charge reasonable fees for any subsequent review.

3.7.1 **Effect of Approval.** Master Declarant's approval of any Plans shall not be deemed to constitute the approval of such plans or specifications or any of the features or elements included therein for use on any other Property. Approval of any Plans shall be final as to that

Owner upon its receipt of written notice of approval and such approval may not be revoked or rescinded thereafter, providing that the Project Plans, and any conditions attached to any such approval, have been adhered to and complied with in regard to the construction of such Improvements.

3.7.2 **Construction Without Approval.** Unless required by Laws or applicable governmental authorities, if any Improvements shall be altered, erected, placed or maintained upon any Property other than in accordance with the provisions of this Article 3, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 3 and without the approval required herein, and, upon written notice from the Master Declarant or any other Owner, any such Improvements so altered, erected, place or maintained upon any portion of the Project in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

3.7.3 **Required Improvements.** Improvements mandated by applicable governmental authorities shall have priority over the approval process as referenced herein.

3.8 **Submittals to County.** Absent Master Declarant's prior written consent, an Owner shall not submit any Plan to the County until such Plan first has been approved by Master Declarant as provided in this Article 3. Upon Master Declarant's request, from time to time, an Owner shall promptly provide Master Declarant with a complete copy of any County submissions. Notwithstanding the foregoing, or any other provision herein, each Owner must comply fully, at such Owner's sole cost and expense, with all County standards and requirements, and all Laws applicable from time to time to such Owner's Property and Project.

3.9 **Non-Liability of Master Declarant.** Neither Master Declarant, nor any person acting on behalf of Master Declarant, shall be liable to Owner or Occupant or to any other Person for any Liabilities arising out of or in any way connected with the exercise of Master Declarant's rights under this Master Declaration, unless due to the gross negligence or willful misconduct of Master Declarant. Any approval by Master Declarant shall be solely for the benefit or interest of Master Declarant, for itself alone, and for no other Person and no other purpose or reason whatsoever. Without limiting the preceding sentence, Master Declarant shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of such plan or design from the standpoint of: the protection or interest of any Owner or Occupant; or adequacy for any structural consideration, safety, or any technical or other purpose; or conformance with any Laws. Each Owner, Occupant, and other Person, shall release and hold Master Declarant harmless from and against any and all liability and claims for or related to any Approval by Master Declarant. If and when formed by Master Declarant, the Master Association and the Master DRC shall also be subject to and protected by this Section 3.9, in like manner and to the same extent as the Master Declarant hereunder.

ARTICLE 4

CONSTRUCTION OF PROJECTS; OPERATION & MAINTENANCE

4.1 **Manner of Construction.** Each Owner, at its sole cost and expense, shall reasonably cause to be performed or constructed all of the work contemplated by its Project Plans (the "**Project Plan Work**"). The Project Plan Work shall include, but not necessarily be limited to,

design, construction, and/or installation of the Improvements, including any and all Improvements required for the Property by governmental authorities, including (subject to any agreement(s) between Owner and owner(s) of adjacent parcel(s)) relevant offsite sewer and/or other utility improvements, if any, reasonably required for or in connection with a Property). The Owner shall reasonably cause the Project Plan Work to be performed or constructed by a duly licensed general contractor and duly licensed subcontractors in a good and workmanlike manner in accordance with: (a) the Project Plans, (b) all applicable Laws, (c) all applicable requirements of governmental authorities and other duly qualified bodies having jurisdiction with respect to each work of improvement (including applicable requirements, if any, contained in the Parcel Specific Agreements), and (d) generally-accepted engineering standards concerning geotechnical and soils conditions. The Owner shall supervise and direct the Project Plan Work using commercially reasonable skill and attention. The Owner shall be solely responsible for all means, methods, techniques, sequences, and procedures used in the performance or construction of the Project Plan Work and shall diligently pursue the same to completion. The Owner shall be responsible, at its own cost and expense, for the application for and the obtaining of all permits and approvals from the County (or from any other governmental authority with jurisdiction) required for the Project Plan Work.

4.2 **Commencement and Completion of Project Plan Work.** Subject to Section 12.1, upon the commencement of each discrete item of its Project Plan Work, each Owner in good faith shall cause such item of its Project Plan Work to be diligently and continuously prosecuted to reasonable completion. Each discrete item of the Project Plan Work shall be deemed to be completed upon the approval by Master Declarant (if applicable, in Master Declarant's discretion) and/or by the County or other appropriate governmental authority with jurisdiction and/or applicable utility provider (each, as may be applicable an "**Approving Authority**").

4.3 **Correction of Defects.** In the event of rejection by the appropriate Approving Authority of any item of the Project Plan Work (except for the interior portions of the Improvements) as being defective or as failing to substantially conform to the Project Plans, whether or not completed, the Owner shall promptly commence to correct such defect and diligently prosecute such correction to its reasonable completion. The Owner shall bear all costs of correcting any such rejected item of the Project Plan Work.

4.4 **Compliance With Zoning and Development Agreement.** Each Owner acknowledges and agrees that construction of the Project on the Property pursuant to the Project Plans shall be in compliance with all applicable zoning and other governmental restrictions pertaining to the Property. An Owner shall not seek to change any zoning or other governmental restrictions applicable to the Property without the prior written consent of Master Declarant. If requested by Master Declarant from time to time, all other requests or applications together with all supporting documentation for governmental approvals or permits which require discretionary action on the part of a governmental authority, whether or not such approvals are specifically herein required to be obtained, shall be provided by an Owner to Master Declarant from time to time.

4.5 **Damage to Outside Property.** Should an Owner's construction activities in connection with the Project Plan Work cause any damage to any property or Improvements located outside of such Owner's Property (including, but not necessarily limited to, any private right-of-way or any other improvement outside of the Property) ("**Outside Property**") Owner shall,

upon demand from Master Declarant or the relevant Outside Property Owner, promptly repair and restore such Outside Property. Unless Master Declarant agrees otherwise, if Owner fails to commence such repair work within thirty (30) days after receipt of such notice and reasonably prosecute the same to its completion, then Master Declarant shall have the right to cause such repairs to be made, and Owner shall, upon demand, pay or reimburse Master Declarant for Master Declarant's costs and expenses reasonably incurred in or related to repairing and restoring such Outside Property.

4.6 **Additional Obligations**. If the County or any other governmental authority imposes any conditions, fees, or other obligations on the Property in connection with the Project, including, without limitation, construction of infrastructure, driveways, curb cuts, sidewalks, perimeter walls, retaining walls, irrigation and drainage systems, landscaping, monuments and directional signs ("**Additional Obligations**"), then, in addition to those described herein, the performance and satisfaction of such Additional Obligations shall be the sole and exclusive responsibility of Owner at its sole cost and expense, and with no obligation of Master Declarant.

4.7 **Rules and Regulations**. During the period of construction of its Project, an Owner shall observe the following construction rules and regulations ("**Rules & Regulations**"). Notwithstanding the foregoing, or any other provision in this Master Declaration, Master Declarant reserves the right at any time and from time to time to unilaterally amend, modify, supplement, limit, terminate, and/or restate, all or any parts of the Rules & Regulations with regard to all or any Annexed Property.

4.7.1 No temporary structures, including construction trailers or other temporary facilities, shall be placed or maintained on the Property until the appearance and location of such facilities have been approved by Master Declarant, which approval shall not be unreasonably withheld, delayed or conditioned.

4.7.2 Graded portions of the Property which are visible from surrounding property shall be reasonably kept free of weeds and debris, and all scrap materials generated by the construction activities shall be removed as soon as reasonably possible.

4.7.3 Owner shall not leave any debris or material on any other property (outside of the Property) without the prior written consent of the Owner thereof.

4.7.4 The Owner shall take such action as may be prudent and in good faith to employ commercially reasonable methods, equipment, techniques and activities, and shall comply with all applicable Laws, to control ambient dust and the accumulation of dust on its Property or dispersion of dust from the Property.

4.7.5 The Owner shall take such action as may be prudent and in good faith to employ commercially reasonable methods, equipment, techniques and activities to abate noise, and to mitigate and abate noise pollution. An Owner shall not use any equipment or undertake any activity in connection with the construction and development of the Project which will generate unusual noise, for such construction and development activities.

4.8 **Master Declarant Self-Help.** In the event of any material failure of an Owner to comply with any of the relevant Rules & Regulations, if such failure is not corrected within ten (10) business days after written notice by Master Declarant to the relevant Owner, Master Declarant shall have (in addition to all other rights and remedies) the right but not the obligation, and an easement, to enter upon the Property to reasonably take such actions as are or may be necessary to reasonably correct or cure such failure, and such Owner hereby agrees to pay or reimburse Master Declarant, upon written demand, for Master Declarant's costs and expenses reasonably incurred in or related to curing such failure.

4.9 **Variances.** Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the Property, the strict application of any Midtown Corridor Standards would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the Owner of a Property, Master Declarant shall have the right to grant a variance from the strict application of the Midtown Corridor Standards so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the intent and purpose of this Master Declaration. Such variance (a "**Variance**") shall be in writing. In the interest of fairness and transparency, before issuing a Variance with respect to a material and substantial provision of this Master Declaration, Master Declarant shall first circulate, to the Owners, a draft of the proposed Variance. Upon circulation by Master Declarant, the Owners shall have a ten (10) day period to submit, to Master Declarant, written objections or comments (as applicable) to the proposed Variance. If no written objections are received during said ten (10) day period, then the Variance shall be deemed approved without objection. If one or more written objections are received during said ten (10) day period, then Master Declarant shall review the written objections, and shall provide written notice to the Owners with respect to Master Declarant's decision and action with respect to the Variance.

4.11 **Prohibited Plant Species.** Owner shall not plant or place on the Property any plant species contained on the prohibited plant ("**Prohibited Plant**") list, if any, promulgated from time to time by the County. Master Declarant may, from time to time and at any time (subject to County approval, if required) add or delete any plant species to the list of Prohibited Plants. If Master Declarant adds a plant species to the list of Prohibited Plants, each Owner shall refrain from planting or placing such added plant species on its Property; provided, however, that an Owner shall not be obligated to unearth landscaping existing at such time to remove, from its Property, such added Prohibited Plant species

4.12 **Governmental Approvals; Owner's Duty.** Each Owner shall obtain, at its sole cost and expense, all governmental approvals and permits which may from time to time be required with respect to the construction, operation, or sale of any Improvements upon such Owner's Property, including, as applicable and without limitation, appropriate building permits, certificates of occupancy, and operating permits or licenses.

4.13 **Project Operation & Maintenance.** Each Owner shall at all times keep, or cause to be kept, its Project (and all Improvements thereon) in good condition and repair, including repainting of exterior walls as reasonably necessary and prompt removal of all graffiti. If any Owner fails to comply with its obligations under this Section 4.13, Master Declarant may, at its option, give the Owner written notice of such failure. If such Owner fails to commence the required

performance within fifteen (15) days from the date of such written notice, or thereafter fails to diligently prosecute such performance to completion within thirty (30) days from the date of such notice (or, for so long as the Owner diligently prosecutes such performance, such longer period as is reasonably necessary), then Master Declarant and/or its agents or contractors shall have the right, but not necessarily the obligation, and an easement, to enter upon such Property, and such Owner hereby agrees to pay or reimburse Master Declarant, upon written demand, for Master Declarant's costs and expenses reasonably incurred in or related to correcting or curing such failure.

ARTICLE 5 **CERTAIN EASEMENTS**

5.1 **Easements for Enforcement.** There is hereby reserved, for the benefit of Master Declarant and any Owner entitled to exercise the rights and remedies hereunder the right to enter upon any part of the Property for any and all purposes reasonably related to this Master Declaration and its administration and enforcement; provided that Master Declarant or such Owner shall not unreasonably interfere with the use of any Project or portion thereof, and, except in an emergency, entry onto any portion of a Project shall be made only after reasonable notice to the Owner or Occupant thereof.

ARTICLE 6 **ANNEXATION**

6.1 **Annexation.** Master Declarant may, but shall not be required to, at any time or from time to time, add to the Properties covered by this Declaration all or any portions of the Annexable Area, by Recording an annexation amendment ("**Annexation Amendment**") with respect to the real property to be added and annexed ("**Annexed Property**"). In the event that fee title to the Annexable Area at such time is owned by a third party, then a written joinder, executed and acknowledged by said third party owner shall be required within such Annexation Amendment. Upon the Recording by Master Declarant of an Annexation Amendment covering any portion of the Annexable Area and containing the provisions set forth herein, the covenants, conditions and restrictions contained in this Master Declaration shall from that time on apply to the Annexed Property, and the rights, privileges, duties and liabilities of the parties to and/or beneficiaries of this Master Declaration with respect to the Annexed Property shall be as set forth in this Master Declaration.

6.2 **Disclaimers Regarding Annexation.** Portions of the Annexable Area may or may not be annexed, and, if annexed, may be annexed at any time by Master Declarant, and no assurances are made with respect to the boundaries or sequence of annexation of such portions. Annexation of a portion of the Annexable Area shall not necessitate annexation of any other portion of the remainder of the Annexable Area. Master Declarant has no obligation to annex the Annexable Area or any portion thereof. Notwithstanding anything to the contrary contained herein, no Owner of any portion of the Annexable Area shall be entitled to exercise any right or receive any benefit hereunder unless and until such Property has been annexed to the Properties pursuant to this Article 6. Without limiting the foregoing, this Master Declaration may be amended or terminated without notice to or the consent of the owner of any Annexable Area whose real property has not been annexed hereto.

6.3 **Expansion of Annexable Area.** In addition to the provisions for annexation specified in Section 6.1 above, the Annexable Area may, from time to time, be expanded to include additional real property, not as yet identified. Such property may be annexed to the Annexable Area upon the Recordation of a written instrument describing such real property, executed by Master Declarant and all other owners of such property.

6.4 **Contraction of Annexable Area; Withdrawal of Real Property.** Real property may be withdrawn or deleted ("**Withdrawn Property**") by Master Declarant from the Annexable Area. Such withdrawal or deletion of the Withdrawn Property from the Annexable Area shall be effective upon the Recordation of a written instrument describing the Withdrawn Property, executed by Master Declarant (and all other owners, if any, of the Withdrawn Property), and declaring that the Withdrawn Property is withdrawn or deleted from the Annexable Area. Master Declarant shall, if requested by the owner of such portion of land released, reasonably and promptly execute and cause to be Recorded a quitclaim or other similar instrument evidencing such release.

ARTICLE 7

MARKETING AND ADVERTISING; TRADEMARKS

7.1 **Owner's Advertising.** Any advertising program for a Project shall be subject to the requirements that: (a) the Owner in good faith will respect and comply with the integrity and identification of the Trademarks (as defined below), and shall not jeopardize or denigrate the Trademarks, and (b) such advertising and marketing program of the Owner in good faith shall not be detrimental to the name or identification of UNLV or related marks or branding of UNLV.

7.2 **Trademarks; Ownership and Reserved Rights.** The term "**Trademarks**" shall mean the name "University of Nevada, Las Vegas" or "UNLV" (collectively, "**UNLV**") and all other trademarks, trade names, service marks and/or logos based on the name UNLV or otherwise owned or used by Master Declarant. Master Declarant has applied or may apply for registration of Trademarks in the United States of America and/or the State of Nevada. Master Declarant reserves and retains all right, title and interest in the Trademarks and reserves and retains all rights to use and license in the State of Nevada and in the United States or elsewhere, of the Trademarks, in association with all goods and services. An Owner or Occupant may not use the Trademarks in any manner without the prior written approval of Master Declarant, in Master Declarant's sole and absolute discretion. An Owner or Occupant shall not obtain any right, title or interest in the Trademarks or any marks similar to the Trademarks or any of them or the goodwill associated therewith in the State of Nevada, the United States of America or elsewhere. Should an Owner or Occupant obtain any right, title or interest in the Trademarks or any similar mark or the associated goodwill in any state or country, such Owner or Occupant shall immediately assign all such rights to Master Declarant upon demand, at no cost to Master Declarant. Each Owner or Occupant shall give written notice to Master Declarant immediately when and if such Owner or Occupant learns of any possible infringement or interference with or derogation of all or any of the Trademarks.

ARTICLE 8
MASTER DRC; MASTER ASSOCIATION

8.1 **Master DRC.** Master Declarant (and, if created, the Master Association) reserves the right, but not necessarily the obligation, at any time to organize or cause to be organized a master design and architectural review committee ("**Master DRC**") in connection with this Master Declaration and with the Midtown Corridor. Master Declarant shall have the sole right and power to appoint and/or remove all of the members to the Master DRC. The Master DRC, if formed, shall have such jurisdiction, authority, powers and duties (which may include, but need not necessarily be limited to, review and evaluation of Project Plans submitted by Owners) as assigned thereto from time to time in a recorded writing by Master Declarant. Master Declarant further shall have the right, but not necessarily the obligation, at any time and from time to time to promulgate Master DRC Rules & Regulations ("**Master DRC Rules**") establishing the procedures for Master DRC review. Notwithstanding the foregoing, or any other provision herein, the Master DRC (if formed) and its activities, and the Master DRC Rules, shall all be subject to the procedures and requirements set forth in Article 3 above.

8.2 **Master Association.** Master Declarant reserves the right, but not necessarily the obligation, at any time to organize or cause to be organized a master property owners association ("**Master Association**") consisting of all Owners. In the event such Master Association is formed by Master Declarant, then all Owners shall be members of, and all Owners and Occupants shall be subject to, and shall accept, the Master Association and its formation documents. The Master Association formation and governance documents may provide for certain rights and powers of the Master Association, as determined by Master Declarant, which rights and powers may, but need not necessarily, provide for payment by Owners of periodic Master Association assessments, and related lien rights of the Master Association, and Master Declarant may amend, modify, supplement, and/or restate this Master Declaration to reflect the same. Although this Master Declaration and any Master Association shall not be governed by the provisions of NRS 116, any Master Association may have the powers and duties set forth in NRS 116.3102.

ARTICLE 9
INSURANCE AND INDEMNITY

9.1 **Insurance.** Prior to commencement of construction on its Property, an Owner shall obtain and, at all times prior to completion of the Project Plan Work, maintain in effect policies of property and casualty and liability insurance with such coverage and in all coverage amounts as shall be commercially reasonable. All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which Master Declarant may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Owner's performance of the Project Plan Work or which may arise in connection with the activities of Owner, Occupant or any contractor or subcontractor of Owner or Occupant, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

9.2 **Indemnity.** Each Owner shall, to the maximum extent permitted by law, indemnify and hold free and harmless Master Declarant, and Master Declarant's employees, officers,

directors, agents, professional consultants and representatives, and their respective successors and assigns, and each of them (together with the other party hereto, collectively, the "**Indemnitees**") from and against any and all claims, damages, losses, liabilities, demands, and expenses, including, but not limited to, reasonable attorneys' fees, court costs and expenses of litigation (collectively, hereinafter referred to as "**Liabilities**"), arising out of or resulting from, or claimed to arise out of or result from, in whole or in part, any fault, act, or omission of such Owner, any contractor or subcontractor employed by it, any sales agent or marketing representative employed directly or indirectly by such Owner, anyone directly or indirectly employed by any of the foregoing entities, or anyone for whose acts any of the foregoing entities may be liable, in connection with (a) Owner's development of the Property and/or the performance or construction of Owner's obligations with respect to the Project, (including, without limitation, the Project Plan Work, including, without limitation, any such loss, damage, injury or claim arising from or caused by or alleged to have arisen from or have been caused by or in any way be related to such Owner's acts or omissions, such Owner's Project, or such Owner's Property.

Notwithstanding the foregoing, subject to Section 3.9 above, the indemnity agreement and waiver created herein shall not indemnify any Indemnitee against, or constitute a waiver with respect to, any Liabilities to the extent such Liabilities: (a) arise from the gross negligence or willful misconduct of such Indemnitee, or (b) are covered by insurance.

9.3 **Survival of Covenants.** The covenants in the preceding Section 9.2 hereof (entitled "**Indemnity**") and the obligations of Owner contained therein or contained in Section 9.1 hereof (entitled "**Insurance**") shall survive the termination of this Master Declaration, or the effectiveness thereof, and shall be binding on an Owner until the last to occur of (a) such date as action against the Owner shall be barred by an applicable statute of limitations or (b) such date as any claim or action for which indemnification may be claimed under said Section is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by the Owner and the Indemnitee is reimbursed by the Owner for any amounts paid by such Indemnitee in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including attorney's fees. Payment shall not be a condition precedent to the enforcement of any indemnity provision herein, and if any action or proceeding shall be brought against any Indemnitee for which an Owner is to provide indemnification, then such Owner upon notice from the Indemnitee shall defend the same at such Owner's expense by counsel reasonably approved in writing by the Indemnitee.

9.4 **No Waiver of Immunity.** Notwithstanding the foregoing, or any other provision herein, Master Declarant shall retain, and shall not waive or be deemed to have waived, its sovereign immunity and statutory protections (including those set forth in NRS 41.0305 et seq.), to the maximum extent not prohibited by applicable Laws.

ARTICLE 10 **ENFORCEMENT**

10.1 **Enforcement by Master Declarant.** Notwithstanding any other provision herein, Master Declarant (and its expressly designated successors and assigns, pursuant to Section 11.1, below) shall have the unfettered right, subject only to applicable Laws, to enforce, by proceedings at law or in equity, any and all restrictions, covenants, and reservations, now or hereafter imposed

by the provisions of the Midtown Corridor Standards, or any amendment(s) respectively thereto, including the right to prevent the violation of any such restrictions, covenants, or reservations, and the right to recover damages or other amounts for such violation. All rights, options, and remedies of Master Declarant are cumulative, and no one of them shall be exclusive of any other, and Master Declarant shall have the right to reasonably pursue any one or all of such rights, options, and remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Master Declaration.

10.2 **No Waiver.** Failure by Master Declarant to enforce any condition, covenant, or restriction contained in any Parcel Specific Agreement, this Master Declaration, or any other Midtown Corridor Standards, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any future breach of the same or any other condition, covenant, or restriction by any Owner, Occupant, or other Person. Except as expressly provided in the written evidence of Approval by Master Declarant of the Project Plans or any other Plans, drawings or specifications for the construction of any Improvement upon a Property, such approval shall not constitute or be deemed a waiver of any requirement contained in any Parcel Specific Agreement, or this Master Declaration, or any other Midtown Corridor Standard, which relates to the conditions upon such construction, or the manner in which such construction shall be performed.

10.3 **Enforcement by Owners.** An Owner or Additional Beneficiary ("**Alleging Person**") shall have the right to seek enforcement of any alleged material violation of the covenants, conditions, and restrictions contained in this Master Declaration against any Owner(s) or Occupant(s), or against Master Declarant (or its successors or assigns) subject in each instance to strict compliance by the Alleging Person with the following procedure. Prior to seeking enforcement, an Alleging Person shall provide written notice ("**Written Notice**") to Master Declarant, and to the allegedly offending Owner or Occupant (if any), specifying the relevant provision of this Master Declaration allegedly violated, and the alleged violation, all in reasonably sufficient detail. Master Declarant shall then have a period of thirty (30) days after receipt of such Written Notice in which to investigate the allegation and respond in writing to the Alleging Person ("**Response**"). If there is no violation of the Master Declaration because Master Declarant has previously issued a Variance, then Master Declarant, in its Response to the Alleging Person, shall attach a copy of the relevant Variance. If there is no relevant Variance, but there is no violation of the Master Declaration, or there has been an amelioration or cure, then Master Declarant's Response shall so indicate. Only after the full prosecution of the Written Notice and Response process set forth above shall an Alleging Person have any right to seek enforcement of an alleged violation of this Master Declaration.

10.4 **Attorneys' Fees & Costs.** In the event of any legal or equitable proceeding for the enforcement of or to restrain a violation of this Master Declaration, or any provision hereof, the substantially prevailing party in such proceeding shall be entitled to recover from the other party or parties all of costs and expenses reasonably incurred therein, including actual and reasonable attorneys' fees.

ARTICLE 11
ASSIGNMENT; AMENDMENT; TERM; TERMINATION

11.1 **Assignment of Rights.** An assignment by Master Declarant to a Master Association pursuant to Section 8.2 shall include the agreement in writing by the Master Association to assume the duties of Master Declarant hereunder. Upon the Recordation of such writing the Master Association shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Master Declarant herein, and Master Declarant thereafter shall have no duty or obligation with respect to the duties or obligations assigned.

11.2 **Amendments.** With regard only to the Initial Property, this Master Declaration may only be amended by a writing, executed and acknowledged by both Master Declarant and the record Owner of the Initial Property, and such execution and acknowledgment shall not be unreasonably withheld, delayed, or conditioned. Following the annexation of any Annexable Area, this Master Declaration (including the Exhibits hereto), and all or any provisions respectively thereof, may be prospectively amended, modified, supplemented, limited, terminated, and/or restated by a Recorded writing executed solely by Master Declarant at any time and from time to time; subject to the foregoing, this Master Declaration may only be amended by a Recorded writing, executed and acknowledged by both Master Declarant and seventy five percent (75%) of the Record Owners of the Properties subject to this Master Declaration. No action to challenge the validity of an amendment pursuant to this section may be brought more than 1 year after the amendment is Recorded.

11.3 **Term.** The term of this Master Declaration shall be for so long as the University of Nevada at Las Vegas, or its successors or assigns, continues in legal existence (or, if longer, for an initial period of ninety (90) years from the date this Master Declaration is Recorded, and shall thereafter be automatically renewed for two successive periods of ninety (90) years each, unless such term is amended or earlier terminated, or until such time as (a) no Property is owned by any Owner or by Master Declarant, and (b) neither Master Declarant nor the Owner of any Additional Benefitted Property has any right or interest hereunder. Notwithstanding the foregoing, either New Town or Master Declarant shall have the right to terminate this Master Declaration in the event (i) Master Declarant has not annexed a Property that includes a retail component into this Master Declaration on or before the fifth (5th) anniversary of the Substantial Completion Date (as defined in the UNLV Lease) or (ii) upon the expiration or termination of the UNLV Lease prior to the annexation of a Property other than the Initial Property. Termination of this Master Declaration pursuant to the preceding sentence shall be effected by the Recording of a Notice of Termination, executed and acknowledged by the owner of the Initial Property or Master Declarant, which makes reference to the preceding sentence and states the basis for such termination.

11.4 **County Zoning Overlay; Termination by Master Declarant.** In addition to any other termination provision or other provision set forth herein, Master Declarant reserves the right, but not necessarily the obligation, to unilaterally amend, modify, supplement, limit, restate, and/or terminate this Master Declaration at such time (if any) in the future that the County adopts a zoning overlay for or with respect to the Midtown Corridor, to reasonably give effect to and/or to harmonize and conform to or to defer to such County zoning overlay.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 **Unavoidable Delay.** Any prevention, delay or stoppage in any of the Project Plan Work as provided for in this Master Declaration through acts of God, war, inclement weather, inability to obtain labor or materials or reasonable substitutes therefor, governmental delays, regulations or controls, or other similar matters or causes beyond the reasonable control of the relevant Owner, shall extend the time within which this Master Declaration requires certain acts to be performed by such Owner, for a period or periods equal to any such prevention, delay or stoppage, but not to exceed in the aggregate six (6) months; provided, however, that nothing in this Section shall excuse the prompt payment of any and all amounts due from Owner to Master Declarant as required in this Master Declaration or the performance of any act rendered difficult solely because of the financial condition of Owner or Master Declarant. Without limiting the generality of the foregoing, in no event shall Owner's inability to obtain construction or permanent financing for development of the Property, or any portion thereof, constitute an Unavoidable delay pursuant to this Section. Furthermore, in no event shall any extension of any period of time be deemed to have occurred unless the party affected shall have given written notice to the other within ten (10) days following any such delay, setting forth the facts giving rise to such extension, or there is general public awareness of the appearance or continuation of such events beyond the Owner's control.

12.2 **License for Inspection.** The relevant Owner hereby expressly grants and conveys to Master Declarant, its successors and assigns, and their contractors, subcontractors, employees and agents, a temporary non-exclusive license to enter the relevant Property as is reasonably necessary for Master Declarant, or persons designated by Master Declarant or its successors and assigns, to inspect Improvements thereon. Such license shall terminate with respect to each completed Improvement.

12.3 **Approvals.**

12.3.1 **Approval Procedures.** Except to the extent expressly otherwise provided herein, whenever the consent or approval of the Master Declarant, the Master Association, Master DRC or an Owner (as applicable, the "**Approving Party**") is required under this Master Declaration, the Owner requesting such approval or consent ("**Requesting Party**") shall submit sufficient information to the Approval Authority to enable it to make a reasonable determination and decision as to the proposal. The Approving Party must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if the Approving Party disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. Unless otherwise expressly provided herein, no consent or approval shall be unreasonably withheld or conditioned. If the Approving Party fails to consent to, rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, it shall be deemed to have consented to or approved the same provided that, when the consent or approval was sought, the Requesting Party stated in writing to the Approving Party that, if a failure to consent or disapproval with explanation was not made within the thirty (30) day period, consent or approval would then be deemed to have been given. If a proposal is not consented to or disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

12.3.2 **Effect of Approval**. Neither the Approving Party nor any person acting on behalf of an Approving Party shall be liable to the Requesting Party for any liability, loss, damages, cost, expense or other claim (a "**Loss**") arising out of or in any way connected with the exercise of the Approving Party's consent or approval rights under this Agreement, unless a court of competent jurisdiction has determined, by a non-appealable final order or judgment that such Loss was solely and directly caused by the gross negligence or willful misconduct the Approving Party. The Approving Party shall not be responsible for reviewing, nor shall its approval of any plan, design, construction or use be deemed approval of such plan, design, construction or use from the standpoint of structural safety or conformance with building or zoning codes or other Laws.

12.4 **Master Declarant Signing Maps and Applications**. Subject to the provisions herein contained, Master Declarant agrees to join in the signing of any and all maps or applications approved by Master Declarant, where required by Laws. Master Declarant will not unreasonably withhold, delay or condition its joinder to any such maps or applications.

12.5 **Captions**. The captions used herein are for convenience only and are not a part of this Master Declaration and do not in any way limit or amplify the terms and provisions hereof.

12.6 **Time of the Essence; Successors and Assigns**. Subject to Section 12.1, time is of the essence of each and every provision of this Master Declaration. Each and all of the covenants and conditions of this Master Declaration shall inure to the benefit of and shall be binding upon each Owner and Master Declarant, and their respective successors, representatives and assigns. As used in the foregoing, "**successors**" shall refer both to the parties' respective interests in the Property (except as otherwise provided in Article 12) and to the successors to all or substantially all of their assets and to their successors by merger or consolidation. Notwithstanding the foregoing, or any other provision herein, any successor to an Owner which acquires any interest in all or any part of the Property shall do so subject to this Master Declaration and such Owner's duties and obligations hereunder.

12.7 **Remedies**.

12.7.1 The breach of any of the material terms, conditions, covenants and provisions of this Master Declaration shall be deemed a default hereunder entitling Master Declarant and/or, as applicable, an Owner or the owner of the Additional Benefitted Property to exercise all rights and remedies available at law or in equity or as otherwise expressly permitted herein. Without limiting the foregoing, Master Declarant and each Owner acknowledge that, in view of the unique characteristics of the Properties and the Master Plan, damages may not be an adequate remedy and that the equitable relief, including an injunction prohibiting a violation of this Master Declaration, is appropriate and reasonable. Said default shall be deemed to have occurred if the breaching party has not effected a cure within ten (10) days after receipt of a written notice specifying the breach from the other party in the case of the breaching party's obligations to pay money hereunder, and within thirty (30) days after receipt of a written notice in the case of any of the breaching party's other obligations hereunder; provided, however, except as specified in this Master Declaration, in the case of a breach of any obligations hereunder other than for the payment of money which is not capable of being cured within said thirty (30) day period, no default shall be deemed to have occurred so long as the breaching party commences to cure such default

within said thirty (30) day period and thereafter diligently and continuously prosecutes the same to a reasonable conclusion.

12.7.2 Except as expressly provided in this Master Declaration, all rights, options and remedies of Master Declarant and Owner, respectively, contained in this Master Declaration shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Master Declarant or Owner, as applicable, shall have the right to reasonably pursue any one or all of such remedies or any other remedy or relief which may be provided by law or equity, whether or not stated in this Master Declaration.

12.7.3 No waiver by Master Declarant or Owner of a breach of any of the terms, covenants or conditions of this Master Declaration by the other shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or conditions herein contained. No waiver of any default by Master Declarant or Owner hereunder shall be implied from any omission by Owner or Master Declarant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Master Declarant to or of any act by Owner requiring Master Declarant's consent or approval shall not be deemed to waive or render unnecessary Master Declarant's consent or approval to or of any subsequent similar acts by Owner. Without limiting the generality of the foregoing, Master Declarant's acceptance of any payments hereunder shall not be deemed a waiver of any breach by Owner under the terms and conditions hereof.

12.8 **Attorney's Fees.** In the event any action is instituted between Master Declarant and an Owner or any other Person arising from or related to this Master Declaration, the party substantially prevailing in such action shall be entitled to recover from the other party all of its costs and expenses reasonably incurred therein, including actual and reasonable attorney's fees.

12.9 **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Master Declaration shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Master Declaration shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

12.10 **Gender and Number.** In this Master Declaration (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

12.11 **Payments.** Any amounts which are due and owing to Master Declarant or Owner pursuant to the terms of this Master Declaration or any other related agreement shall be paid as specified. In the event any of these amounts are not paid when due, such amounts shall bear interest as specified in the particular Section requiring such payment or, if not so specified then at the rate specified in NRS 99.040..

12.12 **Interpretation; Governing Law.** This Master Declaration shall be reasonably construed, and shall be governed by and construed under the internal laws of the State of Nevada.

12.13 **Covenants to Run With the Land.** During the term hereof, the covenants, restrictions, and reservations of this Master Declaration shall run with and bind the Initial Owner Parcel and any and all Annexed Property, and shall inure to the benefit of and be enforceable by Master Declarant and the Owners and their respective successors and assigns, and further shall inure to the benefit of the Additional Beneficiaries.

12.14 **Effect of Master Declaration.** This Master Declaration is made for the purposes set forth in the Recitals to this Master Declaration, and Master Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Master Declaration or as to the compliance of any of these provisions with Laws applicable thereto.

12.15 **Rights of Mortgagees.** All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon the Property or any portion thereof, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if all or a portion of a Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, including, without limitation, the mortgagee or beneficiary of a deed of trust (such mortgagee or beneficiary being herein referred to as the "**Lender**") and the successors and assigns of such purchaser, shall hold any and all Property so purchased subject to all of the restrictions and other provisions of this Master Declaration, provided, however, that no Lender acquiring title to the Property pursuant to a foreclosure of its mortgage or deed of trust, or transfer in lieu thereof or any purchaser at a foreclosure sale or transferee of the Lender, shall be required to cure any breach of such restrictions or other provisions occurring prior to the time title to the Property is acquired by such Lender.

12.16 **Personal Obligation; Release Upon Conveyance; Grantee.** An Owner shall be personally obligated for the performance of all of the terms of this Master Declaration, so long as Owner is the owner of the relevant Property or portion thereof, subject to the following. Upon the conveyance ("**Conveyance**") by Owner of a Property, or portion thereof (as applicable, the "**Conveyed Property**") in good faith to a third party ("**Grantee**"), Owner shall have caused such Grantee to have executed and Recorded, with regard to the Conveyed Property, an acceptance of this Master Declaration, together with such additional provisions, if any, mutually agreed upon by Owner and Master Declarant.

12.17 **Exhibits.** Master Declarant reserves the right to reasonably revise and/or update all or any of Exhibits "A" through "F" inclusive, prospectively, but not retroactively.

IN WITNESS WHEREOF, Master Declarant has executed this Master Declaration as of the day and year first written above.

MASTER DECLARANT:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

Recommended By: Donald D. King

DATE: 12/19/14

Approved By: Kevin J. Page

DATE: 12-16-2014

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



This Master Plan Declaration of Covenants, Conditions & Restrictions for UNLV MIDTOWN CORRIDOR was acknowledged before me as of the 16 day of December, 2014, by Kevin Page as CHAIR of the NSHE Board of Regents.

Eileen M. Biosi
Notary Public

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY
OF NEVADA, LAS VEGAS

Recommended By: _____

DATE: _____

Approved By: Kevin J. Page

DATE: 12-16-2014

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



This Master Plan Declaration of Covenants, Conditions & Restrictions for UNLV MIDTOWN
CORRIDOR was acknowledged before me as of the 16 day of December, 2014,
by Kevin Page as CHAIR of
the NSHE Board of Regents.

Eileen M. Biosi
Notary Public

EXHIBIT "A"

INITIAL PROPERTY PARCEL

A PORTION OF THE SOUTH ONE-HALF (S ½) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, CONTAINING 2.202 ACRES MORE OR LESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., THENCE NORTH 03° 28' 20" WEST ALONG THE WEST LINE OF SAID SECTION 23, SAID LINE BEING ALSO THE CENTERLINE OF MARYLAND PARKWAY (PRESENTLY 100.00 FEET IN WIDTH) 1210.21 FEET; THENCE SOUTH 89° 18' 35" EAST 50.13 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID MARYLAND PARKWAY, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE SOUTH 3° 28' 20" EAST ALONG LAST MENTIONED LINE 337.36 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 85° 50' 15", AN ARC DISTANCE OF 29.96 FEET TO A POINT IN THE NORTH LINE OF DOROTHY AVENUE (PRESENTLY 60.00 FEET IN WIDTH); THENCE SOUTH 89° 18' 35" EAST ALONG LAST MENTIONED LINE 224.39 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THROUGH A CENTRAL ANGLE OF 94° 04' 45", AN ARC DISTANCE OF 24.65 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF DEIRDRE STREET (PRESENTLY 60.00 FEET IN WIDTH); THENCE NORTH 3° 28' 20" WEST ALONG LAST MENTIONED LINE 146.05 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 28° 03' 56", AN ARC DISTANCE OF 7.35 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET; THROUGH A CENTRAL ANGLE OF 93° 45' 06", AN ARC DISTANCE OF 114.54 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 65° 41' 10", AND ARC DISTANCE OF 17.20 FEET; THENCE ON TANGENT NORTH 3° 28' 20" WEST 103.50 FEET; THENCE NORTH 89° 18' 35" WEST 21.88 FEET; THENCE SOUTH 0° 41' 25" WEST 30.00 FEET; THENCE NORTH 89° 18' 35" WEST 275.17 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 07, 2013 IN BOOK 20131107 AS INSTRUMENT NO. 02433 OF OFFICIAL RECORDS.

EXHIBIT "B"

ANNEXABLE AREA

[attach general location boundary description]

[NOTE: MASTER DECLARANT HAS SPECIFICALLY RESERVED THE RIGHT FROM TIME TO TIME TO UNILATERALLY ADD TO AND/OR MODIFY OF RECORD ALL OR ANY PARTS OF THE FOREGOING DESCRIPTIONS]



EXHIBIT "C"

BENEFITTED PROPERTY [aka UNLV CAMPUS]

[attach general location boundary description]

[NOTE: MASTER DECLARANT HAS SPECIFICALLY RESERVED THE RIGHT FROM TIME TO TIME TO UNILATERALLY ADD TO AND/OR MODIFY OF RECORD ALL OR ANY PARTS OF THE FOREGOING DESCRIPTIONS]

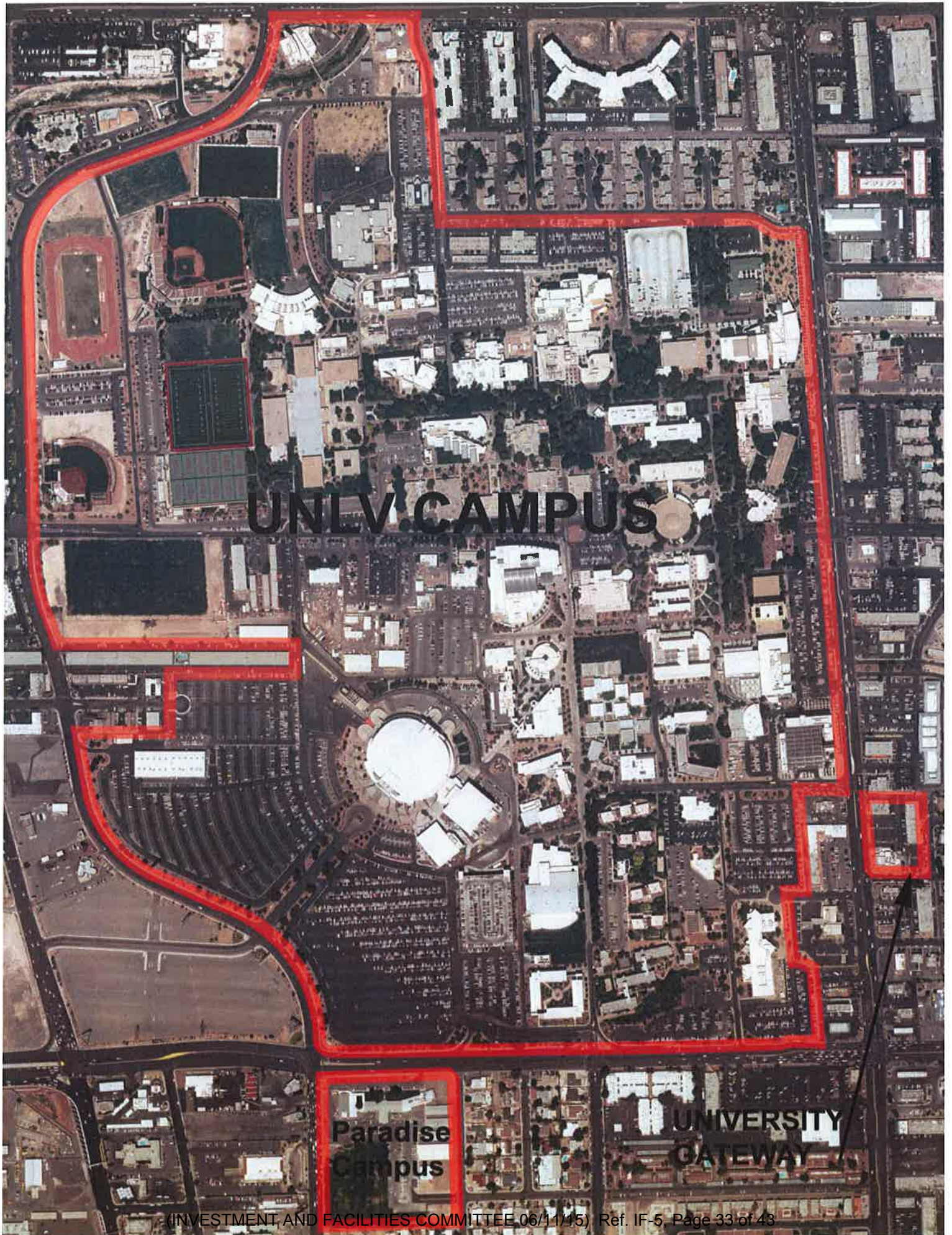


EXHIBIT "D"

INITIAL KEY URBAN DESIGN FACTORS FOR THE MIDTOWN CORRIDOR

[as of 9-10-2014]

Components and design of urban space, façade and appearance of building:

- Entry points/gateways (pedestrian and vehicular) — inviting and supporting a quality urban setting.
- Coordination with existing/surrounding pedestrian, vehicular, transit and other access items — good quality access and eliminating or minimizing conflicts.
- Pedestrian connectivity to UNLV campus and UNLV Transit facility — links to crosswalks and other facilities for high quality and safe access to the UNLV campus.
- Signage (building, directional, other) — Establishing an overall project signage plan that is well coordinated for the entire project, with UNLV signage meeting UNLV standards, requirements and practices.
- Building Materials and Colors (connection and relationship to existing Midtown UNLV quality buildings such as Greenspun Hall — glazing, metal panels, storefront systems, sandstone/sandstone colors, etc...) — greater emphasis on west façade.
- Building Façade Articulation (scale, materials, material arrangements/relationships, façade features for urban quality (awnings, shading devices, other items)
- Landscaping (connection and relationship to existing Midtown UNLV landscaped areas such as at Greenspun Hall and east of the UNLV Foundation — minimum single row of Southern Live Oak street trees (double row preferred if feasible), landscape buffer with connectivity between sidewalk and street. Decomposed granite to match UNLV. Raised planters could be considered as it makes sense (similar to courtyard of Greenspun Hall).
- Hardscape — base option of broom finished concrete, some enhancements here over this are worth discussing for sidewalks and seating areas.
- Exterior public space lighting — providing lighting that supports attractive, safe and well utilized public space. This could include items such as pedestrian oriented street lighting standards, bollards and other items.
- Urban Space — street furnishings, outdoor dining/small gathering spaces — tables, chairs, benches, trashcans, ash urns, other (UNLV has campus standards and options for these items).
- Public Art as is feasible in the streetscape. Consider options for partnership with UNLV on this item (i.e. commission from a UNLV Graduate, Faculty Member, other options)
- For context, the UNLV Design and Construction Standards link is noted below. Not all of these standards apply to this project, but this document is provided for context. UNLV and the developer can work together on specific items here, i.e. items relevant to the UNLV parking and office space component, emergency phone standards, etc.. UNLV Design and Construction Standards and Master Planning information can be found at the following link. <http://www.unlv.edu/plancon/standards-contracts> and <http://www.unlv.edu/plancon/campus-master-plans>

MIDTOWN UNLV — OVERALL PLANNING CONCEPTS, FOR CONTEXT

Create a university-community district, i.e. "University District" known as Midtown UNLV that simultaneously and cooperatively benefits the university and its mission; business interests; and, the interests of the current and future residents in the area and in Clark County. Plan the creation of Midtown UNLV to establish the framework for extension of community revitalization on Maryland Parkway in general, through an integrated network of urban design/features, services, transit and other measures.

Create effective neighborhood revitalization public/private partnerships by capturing market-proven, innovative private and public capital and development models that have been proven successful in other revitalization efforts, whether within or outside of Clark County.

Create added value in Clark County through neighborhood revitalization and increased academic, research, cultural and economic activity for UNLV, Clark County, the State of Nevada, private developers, and the surrounding community.

Expand the economic impact from UNLV and its research, educational and related activities; and, reinforce and strengthen its role as a driver for a more diverse economic base for Clark County and Southern Nevada.

Revitalize the area/community in and around UNLV to develop a University District in Clark County, including the following key elements:

- Support the needs of UNLV and its neighbors/surrounding community, including, but not limited to, residents, business owners and business operators, through a revitalization effort that reverses the status quo of continued deterioration in the area.
- Increase the quality of the pedestrian experience, through safety measures, but also the elements that compose the pedestrian experience, such as sidewalks/hardscape; landscape; public amenities; public/civic space; architecture/materials; street activity/engagement; signage/way finding; and, other infrastructure relative to pedestrian conveyance and experience at Midtown UNLV and as a model for future efforts on the Midtown Corridor.
- Encourage and promote the use of public mass transit with complementary parking strategies to reduce the reliance of private motor vehicles in the area and on the Midtown Corridor, which will, among other benefits, support the pedestrian experience and pedestrian safety; and, increase environmental quality and sustainability.
 - Create a destination in Clark County that promotes a vibrant atmosphere that supports and increases the community engagement with and access to higher education, research, arts/culture, commerce/retail, professional activity and a variety of housing options for UNLV students, staff, faculty and the community at large .
 - Create a planning environment and process among public and private entities that results in clearly defined guidelines and parameters for a University District regarding

architecture, development, infrastructure, or any physical element or manifestation that are to be incorporated by any involved private or public party/developer. The 2006 Midtown UNLV Precinct Plan (<http://www.unlv.edu/assets/plancon/MidtownMasterPlanBook.pdf>) defines many of these concepts, including overall urban design, connectivity, landscaping, streetscape, massing, open space, parking assets, site furnishings and other items.

- Provide the availability of a broad cross-section of housing opportunities at Midtown UNLV for a wide-range of economic and social groups in a variety of urban models, fostering expansive diversity such as attainable workforce housing; 'traditional' student housing; married student housing; international student housing; faculty housing; and, general market housing, that is constructed in a variety of living settings and styles.
- Integrate planning and development by the University and private occupants of Maryland Parkway to provide a cohesive and integrated University District.
- Serve as a community model of sustainable revitalization by implementing Transit Oriented Development; constructing LEED certified facilities; reducing Carbon impacts; and, employing other sustainable measures.

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EXHIBIT "E"

LAND USE SCHEDULE FOR THE MIDTOWN CORRIDOR
EXHIBIT "E"

[subject to discussion & finalization]

[P= Use Permitted; X=Use Prohibited; MDA=Master Declarant Approval required TCP=Temporary Commercial Permit]

Amusement Arcade	P
Animal Hospital	MDA
Antique Shops	MDA
Appraisal and Related Services	P
Architectural (professional and related services)	P
Art Gallery	P
Artist	P
Artist Studios	P
Assisted Living	MDA
Athletic Fields	P
Auditorium	P
Automobile Accessory Store	P
Automobile Maintenance	MDA
Automobile Rental	MDA
Automobile Sales	X
Bakery (retail only)	P
Bank	P
Banquet Facilities	P
Barber Shops	P
Bars	MDA
Beauty Shops/Salons	P
Beer Sales	MDA
Bicycle Sales Repair Shops	P
Bookkeeping, Accounting Services	P
Bookstores	P
Brew Pubs	MDA
Building Material Sales	MDA
Car Rental Agencies	MDA
Car Wash	P
Catering Establishments	P
Cemeteries	X
Child Care Institutions	P
Churches	P
Clinics	P
Collectible Shops	P
Colleges	MDA
Commercial Building Single Story	P
Commercial Building Two Stories	P
Communication Towers/Antennas	MDA
Computer Based Businesses	P
Computer Graphics Services	P
Congregate Care	MDA
Consulting Service	P

Contractor's Offices	P
Convenience Store	P
Convention Facilities	MDA
Cooperative Apartments	MDA
Copy Center	P
Corporate Headquarters (greater than 10,000 sf)	P
Corporate Headquarters (10,000 sf and less)	P
Costume Rental	P
Court Reporting	P
Custodial Institutions	MDA
Day Care	P
Diaper Services	P
Dressmaking Shops	P
Drive Through	P
Drug Stores	P
Dry Cleaner	X
Dry Cleaning Office/Pick-up Services	P
Eating and Drinking Places (non-alcoholic)	P
Education/Scientific Research	P
Educational Offices	P
Electronic Equipment Sales and Service	P
Engineering (professional and related services)	P
Entertainer (outcall only, no escort services)	P
Equipment Rentals	MDA
Exotic Animals	MDA
Florists	P
Gaming (incidental gaming machines only)	MDA
Gaming (unrestricted)	X
Gasoline Sales	P
Government Facilities	MDA
Gravel Pits	X
Grocery Stores (< 5000 Sq. Ft.)	P
Grocery Stores (> 5000 Sq. Ft.)	P
Gunsmiths	MDA
Handicraft (including gift basket assembly)	P
Hardware Stores	P
Health Clubs	P
Health Fitness Training Center	P
Heliports	MDA
Hospitals	P
Hotels/Motels	MDA
House Cleaning/Repairs	P
Information Services	P
Insurance Adjustment	P
Insurance Sales	P
Interior Decorating	P
Janitorial Services	P
Jewelry Making (excluding smelting and casting of metal)	P
Laboratories, Medical and Dental	P

Libraries	P
Liquor Sales (for on or off premise consumption)	MDA
Live Entertainment	MDA
Locksmiths	P
Maintenance Business	P
Manufactured Home Sales	X
Mausoleums	X
"Medical Marijuana" Sales or Services	X
Medium Residential (up to 25 du/ac)*	P
Medical Supplies	P
Memorabilia Shops	P
Miniature Golf Courses	MDA
Mini-Warehouses	P
Mobile Home Dealers	X
Mortgage Company	P
Mortuaries	X
Movie Theaters	P
Museums	MDA
News Dealers/Stand	P
Nudist Camps	X
Offices, Business and Professional	P
Outdoor dining	P
Parking Lot/Garages (as a principal use)	P
Parks	P
Party Planning Services	P
Pet Store	P
Pharmacy	P
Photographic Studio	P
Photographic Supplies	P
Photography and Related Services	P
Plant Nurseries	P
Playgrounds	P
Postal Services	P
Print Shops	MDA
Public Utility Buildings and Structures	MDA
Public/Quasi-Public/Institutional Buildings and Uses (including Neighborhood Family Service Centers)*	MDA
Race Tracks	X
Railroad/Bus/Truck/Air Terminals	X
Real Estate Services	P
Recreational Facilities — private	MDA
Recording Studios	MDA
Resort Hotels	X
Restaurants	P
Rest Homes	MDA
Retail Sales	P
Riding/Rental Stables	X
Rock Concert	MDA
Sales Representatives	P
Sanitariums	X
Schools	MDA

Seasonal Sales (Christmas Trees, pumpkins, etc.)	TCP
Secondhand Sales	MDA
Secretarial Services	P
Security Sales	P
Security Services	P
Senior Housing	MDA
Service Business (except repair business)	P
Service Stations	P
Shoe Repair Shops	P
Sign Painting Stores	P
Sporting Goods Stores	P
Sporting Goods with Firearms	MDA
Stock Brokerages	P
Sun-tanning Centers	P
Supper Clubs	MDA
Swap Meets	MDA
Swimming Pool Cleaning	P
Tailoring, Sewing Services	P
Tailors	P
Tattoo Parlor	X
Taverns	MDA
Tax Preparation Services	P
Taxidermist	P
Teaching, Tutoring (max. four students at once)	P
Teaching, Tutoring (more than four students)	MDA
Tire Sales (as principal use)	MDA
Travel Agencies	P
Upholstery Shops	MDA
Vacations Sales	P
Veterinary Services	MDA
Video Stores	P
Watch/Clock Repair	P
Watchman's Trailer with Commercial Use	MDA
Water Sales	P
Wine Sales	MDA
Wireless Communications Facilities (stealth and non-stealth design)	P (with conditions)
"XXX" (or Adult) Sales or Services (or Equivalent)	X

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EXHIBIT "F"

MARYLAND PARKWAY PRECINCT MASTER PLAN
(FOR THE MIDTOWN CORRIDOR)

Maryland Parkway Precinct Master Plan, University of Nevada, Las Vegas, dated as of December 14, 2006, by Robert A. M. Stern, Architects, set forth in the following website: <http://www.unlv.edu/plancon/campus-master-plans> under the link on the right hand side thereof, under the caption "Master Plan Documents," entitled "Midtown UNLV Master Plan 2006"; together with

UNLV Framework for Campus Development, November 29-30, 2012, by Smithgroup JJR, set forth in the following website: <http://www.unlv.edu/masterplan/documents> in the several links under the caption "Documents & Presentations" (including links entitled: Board Presentation, Executive Summary, and Approved Campus Master Plan Illustrative Plan);

collectively incorporated into this Master Declaration by this reference, and collectively referred to as the "**Maryland Parkway Precinct Master Plan.**"

MBUCKLEY/9662294.3/037557.0001

Exhibit B

Maryland Parkway Design Overlay Project Information

Name of the Organization: Clark County Department of Comprehensive Planning

Project Title: Maryland Parkway Design Overlay

Project Summary:

This project provides the framework to create and adopt a design overlay along the Maryland Parkway Corridor to encourage transit oriented development and a pedestrian friendly environment. The overlay will build upon the existing outreach conducted by Southern Nevada Strong and the Maryland Parkway Implementation Strategy Report to help stimulate economic development in this area.

Project Objectives:

- I. Public outreach
- II. Create a design overlay district
- III. Adopt and incorporate the overlay into the Title 30 Unified Development Code

Project Time-frame: April 2015 – September 2016

Project Contacts:

Shane Ammerman
Assistant Planning Manager
Phone (702) 455-5010
sla@clarkcountynv.gov

Maria Kaseko
Senior Planner
Phone (702) 455-6286
mkaseko@clarkcountynv.gov

Daniel Sinagra
Senior Planner
Phone (702) 455-5673
sinagrad@ClarkCountyNV.gov

Jared Tasko, AICP
Senior Planner
Phone (702) 455-5620
jtasko@clarkcountynv.gov

Project Methodology:

This 17 month project will include a combined effort with various stakeholders, including the Clark County Comprehensive Planning Department; the Regional Transportation Commission of Southern Nevada; the City of Las Vegas; the University of Nevada, Las Vegas; business/property owners; and the general public to create an overlay that will help develop a transit/pedestrian friendly environment to encourage economic revitalization. Initially, the project will include research and analysis of existing circumstances and similar overlay districts in other jurisdictions to create a draft framework for an overlay district. Through public outreach and community engagement, the framework will incorporate stakeholder input into an overlay district. Subsequent open houses, stakeholder meetings, and presentations to the Town Advisory Boards will help finalize the overlay. A final ordinance will be presented and adopted by the Board of County Commissioners.

Exhibit C UNLV Midtown Corridor CC&Rs



owned



approved by
Board of Regents

A
University Park Apts
Various parcels

B
1325 W. Flamingo
Parcel 162-23-101-003

C
NSHE Office
Parcel 162-23-201-001

D
UNLV Graduate Arts Studio
Parcel 162-23-301-001

E
UNLV Police Services
Parcel 162-23-301-002

F
Regency Car Wash
Parcel 162-23-310-001

G
University Gateway
Parcels 162-23-401-001
through 162-23-401-003