



Dear Sun City Summerlin Community Association Owner,

A group of homeowners throughout the Las Vegas valley commenced litigation against Southern Nevada Water Authority in the Eighth Judicial Court of the State of Nevada regarding the "Useless Grass Acts". Sun City Summerlin Community Association, as well as other parties formally joined this civil action on April 21, 2026, with the filing of a "Plaintiffs Amended Class Action Complaint for Injunctive and Declaratory Relief". Further details of this Class Action are contained in this packet of information in Disclosure letters from legal counsel. If you would like to review the full filing, it is available on the Sun City Summerlin website at suncitysummerlin.com in the Resource Center or at the Administrative Office by appointment by calling Jane Cox at 702-966-1408 or sending her an email at janec@suncitylv.com.

Nevada Revised Statutes (NRS) 116.31088 requires a ratification vote by the Owners of Sun City Summerlin Community Association within 90 days of commencement of the action and therefore the SCSCAI Election Committee is conducting this ballot vote. Important information regarding this vote is contained in this packet, so please review it in its entirety and return your Ballot prior to or by the deadline. In this packet you will find.

- Membership Meeting Notice and Agenda (Opening and Counting of Ballots)
- A letter from Clarkson, McAlonis & O'Connor – attorneys for SCSCAI. This letter is to you, the property Owner and contains details about subject matter to be voted on, the Ballot Vote, deadline to submit ballot and your right as an Owner to submit a statement about this vote for distribution to all Owners via US Mail.
- A letter from Clarkson, McAlonis & O'Connor – Disclosure of Litigation with the Southern Nevada Water Authority (Sales Disclosure)
- A letter from Lex Tecnica, Attorneys at Law – these are the attorneys for the Class Action Suit. This letter is to you, the property Owner and contains the disclosure of the costs, risks and benefits of this Class Action Suit, as well as what those selling their homes would have to disclose while this Class Action Suit is active (see Sales Disclosure from Clarkson, McAlonis & O'Connor referenced above).
- Ballot – The Ballot and voting instructions. **Note all information must be filled in; Printed Name, Owner Signature, Date and Address, to be valid and counted.**
- Pre-paid, pre-addressed envelope for returning your ballot by mail or by hand delivery to the ballot box – **you must use this envelope** - (Mountain Shadows Community Center)

Respectfully Submitted,

Sun City Summerlin Community Association Election Committee

Sun City Summerlin Community Association, Inc.
Notice of Special Meeting of the Membership

Pursuant to NRS 116.3108 – A Special Meeting of the Membership of the Association will be held on July 10, 2026. At this meeting per Nevada Revised Statute the ballots for the Ratification Vote for Litigation Against The Southern Nevada Water Authority will be opened and counted.

Membership Meeting Notice and Agenda
Membership Meeting
Friday, July 10, 2026
8:00 am Mountain Shadows Community Center

In-Person Membership Meeting – Open to all Owners – this meeting will be held in person *

* Courtesy View Only Zoom Information: As a courtesy, the Association is providing owners with view only access through video and teleconferencing via Zoom. The instructions on obtaining view or teleconference only access to this meeting for Zoom are included with this notice. The meeting itself is in-person, not virtual. Utilizing view or teleconference only access does NOT constitute owner attendance at or participation in the meeting.

SPECIAL MEETING OF THE MEMBERSHIP MEETING AGENDA

- | | | |
|--------------|--|---------------------------|
| I. | Call to Order | Vice President |
| | Pledge of Allegiance | Vice President |
| II. | President Comments & Announcements | Vice President |
| | 1. Meeting Notice – June Link Magazine | |
| | 2. Owner list froze – The Owner List was frozen on May 20, 2026. | |
| III. | Approval of the Minutes from the February 25, 2026, and May 29, 2026, Membership Meetings | Secretary |
| IV. | RESIDENT Comments | Vice President |
| | A resident will have three minutes to make comments and/or ask questions. All questions shall be directed to the Chair, who will permit individual Board members to respond to the extent that they wish to do so, within a total five minute time frame. | |
| V. | Ballot Count : Sun City Summerlin Community Association, Inc. Ratification Vote for Litigation Against The Southern Nevada Water Authority. | |
| VI. | Ballot Results | Election Committee |
| | <i>Action</i> | |
| VII. | RESIDENT Comments | Vice President |
| | A resident will have three minutes to make comments and/or ask questions. All questions shall be directed to the Chair, who will permit individual Board members to respond to the extent that they wish to do so, within a total five minute time frame. | |
| VIII. | Adjournment | Vice President |
| | Homeowners Rights: Homeowners have a right to: | |
| | • NRS 116.3108-3(a) Have a copy of the audio recording, the minutes or a summary of the minutes of the meeting provided to the unit's owner upon request, in electronic format at no charge to the unit's owner or, if the Association is unable to provide the copy or summary in electronic format, in paper format at a cost not to exceed 25 cent per page for the first 10 pages and 10 cents per page after. Note: Sun City Summerlin Community Association charges 10 cents per page for copies a \$1.00 for the recording per meeting. | |
| | • NRS 116.3108 -3-(b) Speak to the association or Executive Board (Board of Directors), unless the Executive Board is meeting in Executive Session. | |
| | • Utilizing the courtesy view or teleconference only access does not constitute owner attendance at the meeting and therefore does not entitle any owner utilizing view or teleconference only access with the rights of owners who attend the meeting, including, but not limited to, the right to speak at the meeting. | |

Sun City Summerlin is inviting you to a scheduled Zoom meeting

- Topic: Membership Meeting Time: Friday July 10, 2026, 08:00 AM Pacific Time (US and Canada) • Join Zoom Meeting
- <https://us02web.zoom.us/j/82917743751?pwd=bWVka3BJeWMwcDlvb05PTWc3emFhQT09> • Meeting ID: 829 1774 3751
- Passcode: 133757 • One tap mobile • +12532158782,,82917743751#,,,,*133757# US (Tacoma)
- +13462487799,,82917743751#,,,,*133757# US (Houston)
- Dial by your location • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) • +1 669 900 6833 US (San Jose)
- +1 301 715 8592 US (Washington DC) • +1 312 626 6799 US (Chicago) • +1 929 436 2866 US (New York)
- Meeting ID: 829 1774 3751 • Passcode: 133757 • Find your local number: <https://us02web.zoom.us/j/kco1VbDAP8>

CLARKSON

McALONIS & O'CONNOR, P.C.

Adam H. Clarkson, Esq.
Admitted in NV, CA, FL, SC, UT

Matthew J. McAlonis, Esq.
Admitted in NV, CA

Sean A. O'Connor, Esq.
Admitted in SC

Anais H. Caccamo, Esq.
Admitted in NV

Brandi N. Gaines, Esq.
Admitted in SC

May 21, 2026

Via U.S. Mail

Owner

Sun City Summerlin Community Association, Inc.

Re: Sun City Summerlin Community Association, Inc. – Ratification of Civil Action Against the Southern Nevada Water Authority, et. al. and Written Statement Regarding Civil Action

Dear Unit Owner:

As you may be aware, our office provides corporate general counsel services to Sun City Summerlin Community Association, Inc. (“Association”). To protect the health, safety, and welfare of the members of the Association, the Association’s Board of Directors (“Board”) joined a civil action against the Southern Nevada Water Authority *et. al.* in relation to the legality and/or constitutionality of the regulations adopted by the Southern Nevada Water Authority (“SNWA”) which requires the removal of “non-functional” turf or grass from the Association’s common areas to the detriment of the Association’s common areas. The Association formally joined the action on April 21, 2026, in the Eighth Judicial District Court in Clark County, Nevada, Case No. A-26-937025-C. The action was removed to Federal District Court of Nevada on April 24, 2026. The Federal Court Case No. 26-cv-01291-GMN-NJK. The Association’s claims seek multiple declarations of the Court regarding the legality and/or unconstitutionality of actions of the SNWA by requiring the Association to remove turf or grass from the Association’s common areas. The goal and purpose of the litigation is to preserve the current state or condition of the Association’s common areas (or more specifically preserve or protect the grass and trees located in the common areas) at no cost to the Association or its members.

The Association has retained the services of Lex Tecnica to represent the interests of the Association in relation to the litigation against the SNWA. In the Amended Complaint the Association has alleged the following as the factual basis of the Association’s claims against the SNWA and alleged harm to the Association caused by the unlawful actions taken by the SNWA:

- (a) The Sun City Association (sic) has undertaken substantial water-conservation efforts, including the conversion of approximately 3.1 million square feet of turf across its properties at significant expense. Notwithstanding these efforts, SNWA has designated additional turf areas as “non-functional,” including areas that serve essential flood-management functions and community recreational uses. The designated areas include flood channels located along and adjacent to the Sun City Golf Courses, as well as community greenbelts, picnic areas, dog parks, and residential buffer zones. These areas are actively used by residents and serve critical functional purposes. Certain areas, including designated flood channels, must remain as turf to prevent erosion and to protect the City’s storm drain infrastructure. Upon information and belief, conversion of these areas to hardscape or decorative materials would result in

increased erosion risks, displacement of materials during storm events, and create a risk of obstruction and damage to public infrastructure.

- (b) SNWA has not provided Sun City Association (sic) with formal written designations identifying the specific areas deemed “non-functional,” impairing its ability to evaluate or challenge those determinations. As a result, Sun City Association (sic) has been forced to rely on informal communications and its own investigation to understand the scope of the designations. Sun City Association has not submitted a formal waiver request with respect to the disputed areas, and no waiver has been denied. As of the date of this pleading, Sun City Association has not received written citations, excessive-use charges, or notices of service disconnection in connection with the challenged designations.

Nevada Revised Statutes (“NRS”) Section 116.31088 requires a ratification vote for a civil action initiated to protect the health, safety, and welfare of the members of an association within 90 days of commencement of the action. Because the civil action was commenced on April 21, 2026, the ratification vote must occur by July 20, 2026.

I. Vote by Ballot Information

The ratification vote shall be taken by ballot. The ballot and pre-paid return envelope are included with this letter. The number of responses for quorum and ratification is set forth in NRS 116.31088(1)(e) as follows:

If a civil action is commenced pursuant to this paragraph [i.e., to “protect the health, safety and welfare of the members of the association”] without the required vote or agreement, the action must be ratified within 90 days after the commencement of the action by a vote or written agreement of the owners of the units to which at least a majority of votes of the members of the association are allocated. If the association, after making a good faith effort, cannot obtain the required vote or agreement to commence or ratify such a civil action, the association may thereafter seek to dismiss the action without prejudice for that reason only if a vote or written agreement of the owners of the units to which at least a majority of votes of the members of the association are allocated was obtained at the time the approval to commence or ratify the action was sought.

Id. Pursuant to NRS 116.31088(1)(e), in the event a majority of the membership does not agree to ratify the civil action the Association may dismiss the action for that reason if a majority of unit owners vote against ratification. This provision operates in a manner somewhat analogous to a budget ratification vote.

To be counted, your ballot must be delivered to SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC., 9107 Del Webb Blvd., Las Vegas, Nevada 89134, hand delivered to the Association Administration Office or ballots may be dropped in the ballot box located at Mount Shadows Community Center, 9107 Del Webb Boulevard Las Vegas, NV 89134. This ballot must be returned to the Association on or before 5 p.m., July 9, 2026. Ballots will be tabulated July 10, 2026. See enclosed agenda for additional details.

Owners wishing to deliver information to all owners regarding the subject of the vote may do so by providing a one-page statement electronically in Word or Adobe Portable Document Format (pdf) to the Association’s Assistant Executive Director at janec@suncitylv.com by 5:00p.m., June 12, 2026. Statements should be drafted and provided in a courteous and professional manner. Statements that are unrelated to the subject of the vote, defamatory, derogatory, or disparaging shall not be subject to distribution. Timely statements submitted in this manner will be distributed via mail to all owners by staff members by June 17, 2026.

II. Written Statement to Unit Owners Pursuant to NRS 116.31088(2)

NRS 116.31088(2) requires that, at least 10 days before an association seeks to ratify the commencement of a civil action, a written statement be provided to all unit owners that includes:

- (a) A reasonable estimate of the costs of the civil action, including reasonable attorney's fees;
- (b) An explanation of the potential benefits of the civil action and the potential adverse consequences if the association does not commence the action or if the outcome of the action is not favorable to the association; and
- (c) All disclosures that are required to be made upon the sale of the property.

Id. The information required by NRS 116.31088(2) is set forth below, enclosed with this letter, and available electronically from the Association's Assistant Executive Director.

a) A reasonable estimate of the costs of the civil action, including reasonable attorney's fees

Counsel for the Association anticipates the costs and attorneys' fees to pursue this action and potential class may be up in millions, considering the complexity, size, and length of litigation. The costs are being advanced by Lex Tecnica and Claggett & Sykes and are not being paid up front by the Association. These offices are working on a contingent fee, so there are no up-front fees associated with this matter, but these offices will receive a portion of the recovery commensurate with contingent fees for class action litigation. The contingency fee is attorney-client privileged and has not been included so as not to prejudice the Association in litigation in the event this document is improperly shared with opposing counsel.

As part of joining the SNWA litigation the Association has utilized the services of corporate general counsel to help ensure compliance with the requirements of Nevada law. The cost of those legal services including the drafting of this letter are approximately \$5,000.00. Balloting efforts relating to ratification of the litigation are estimated at \$12,000. Dissemination of any written statements that may be submitted by Owners is estimated to cost approximately \$8,000.

b) The potential benefits of civil action

The primary benefit of a successful civil action against the SNWA and/or defendants is the preservation of the look and aesthetic of the Association's common areas and/or amenities. The preservation of these areas will also help ensure that the residents of the community will continue to enjoy the recreational nature of these spaces or areas. The Sun City Golf Courses and the surrounding turf areas are actively used by residents. In fiscal year 2025 alone, the Sun City Golf Courses collectively hosted more than 110,000 rounds of golf. Beyond formal golf play, the surrounding turf areas function as community greenbelts, pedestrian pathways, and residential buffers that are used daily by residents for walking, recreation, and general enjoyment. Numerous mature trees are located within and adjacent to these areas and rely on the surrounding turf for hydration, root protection, and environmental stability.

c) The potential adverse consequences if the Association does not commence the action

The primary adverse consequence of the Association's failure to join or commence an action against the SNWA is the significant alteration and/or harm to the common areas and amenities (e.g., golf course). If the

regulations of the SNWA are deemed enforceable and thus applicable to the Association, the Association may be forced to convert flood channels, community green space, and residential buffer areas, which would degrade property values, eliminate essential recreational space, increase ambient temperatures, and threaten the survival of numerous mature trees. Once removed, these features cannot be restored within any reasonable time, and the resulting harm cannot be adequately remedied by monetary damages. These areas are actively used by residents and serve critical functional purposes. Certain areas, including designated flood channels, must remain as turf to prevent erosion and to protect the City's storm drain infrastructure. Upon information and belief, conversion of these areas to hardscape or decorative materials would result in increased erosion risks, displacement of materials during storm events, and create a risk of obstruction and damage to public infrastructure.

d) The potential adverse consequences if the outcome of the action is not favorable to the Association

The adverse consequences of a loss are essentially identical to a failure to pursue the Association's claims, but with the added possibility that the Association may bear financial responsibility for the adverse parties' attorney's fees and costs.

III. All disclosures that are required to be made upon the sale of the property

The disclosures you are required to make upon the sale of your unit relating to the subject of the Association's legal action are set forth in the Litigation Disclosure letter enclosed herewith dated May 4, 2026. Please note that our offices have not been authorized to respond to inquiries from individual unit owners or their representatives. However, you may direct your inquiries to the Association's Assistant Executive Director at janec@suncitylv.com and she will contact the Board to obtain authorization for our offices to provide a response.

Respectfully,

CLARKSON MCALONIS & O'CONNOR, P.C.

/s/ Matthew McAlonis

Matthew J. McAlonis, Esq.

CLARKSON

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Admitted in NV, CA

Sean A. O'Connor, Esq.
Admitted in SC

Anais M. Caccamo, Esq.
Admitted in NV

Brandi N. Gaines, Esq.
Admitted in SC

May 4, 2026

Via Electronic Mail

Sun City Summerlin Community Association
Board of Directors
c/o Mitzi Mills, Executive Director, and Jane Cox, Executive Assistant
Sun City Summerlin Community Association, Inc.
Email: Mitzim@suncitylv.com;
Janec@suncitylv.com

***Re: Sun City Summerlin Community Association – Disclosure of Litigation with the
Southern Nevada Water Authority***

To Whom It May Concern:

Clarkson McAlonis & O'Connor, P.C., presently provides corporate counsel for Sun City Summerlin Community Association, Inc. ("Association"). This letter serves as a disclosure of litigation related to the enforcement and/or application of the regulations imposed by the Southern Nevada Water Authority ("SNWA").

A group of homeowners throughout the Las Vegas valley commenced the litigation against the SNWA on January 12, 2026. This action was filed in Eighth Judicial District Court of the State of Nevada entitled *Alexander Nil v. Southern Nevada Water Authority, et al*, Eighth Judicial District Court Case No. A-26-937025-C. The Association formally joined this civil action on April 21, 2026, with the filing of "Plaintiffs Amended Class Action Complaint for Injunctive and Declaratory Relief."

In the Amended Complaint the Association along with the other Plaintiffs asserted the following claims of relief against the Southern Nevada Water Authority: (i) Declaratory Relief that SNWA acted in excess of its statutory authority; (ii) Declaratory Relief that the "Useless Grass Acts" are unconstitutionally vague and therefore void; (iii) Declaratory Relief that the "Useless Grass Acts" are unconstitutional for lack of due process; (iv) Declaratory Relief that the "Useless Grass Acts" are unconstitutional as applied by SNWA; (v) Declaratory Relief that the "Useless Grass Acts" are an unconstitutional delegation of power; (vi) Declaratory Relief that the "Useless Grass Acts" are an unconstitutional consolidation of power. Moreover, the Association and the other Plaintiffs are seeking an injunction prohibiting the SNWA from enforcing the requirement that the Association remove non-functional turf and thereby allowing the Association to preserve look or aesthetic of the Association's common areas or amenities (i.e., golf course).

On April 24, 2026, the Southern Nevada Water Authority removed the litigation to Federal District Court for the State of Nevada (Case No. 26-cv-01291-GMN-NJK). On April 30, 2026, the Plaintiffs (including the Association) filed a Motion to Remand the matter back to state court. The Motion to Remand will be heard by the Federal District Court in the coming weeks.

The Association is represented by the law firms of Lex Tecnica, Ltd., and Claggett & Sykes in relation to the litigation with the Southern Nevada Water Authority. Should you have any questions in relation to this litigation please contact Mr. Samuel Castor, Esq. with the law firm Lex Tecnica Ltd. at (725) 239-8413.

Respectfully,

CLARKSON, MCALONIS & O'CONNOR, P.C.

/s/ Matthew McAlonis

Matthew J. McAlonis, Esq.

LEX TECNICA



ATTORNEYS AT LAW

May 7, 2026

Sun City Summerlin
9107 Del Webb Blvd.
Las Vegas, NV 89134

Re: Member Disclosure and Ratification under NRS 116.31088 — SUN CITY SUMMERLIN's Participation in the Class Action Challenging SNWA Enforcement of AB 356 / AB 220 (*Alexander Nill, et al. v. Southern Nevada Water Authority*, Case No. A-26-937025-C); Costs, Risks, Benefits, and Sales Disclosures

Dear Homeowner:

Your Association's Board of Directors has retained our firm, Lex Tecnica, together with co-counsel Claggett & Sykes Trial Lawyers, in connection with a pending class action challenging the Southern Nevada Water Authority's ("SNWA") implementation and enforcement of Assembly Bills 356 and 220 (the "Useless Grass Acts"), styled *Our Lady of Victory Catholic Church, et al. v. Southern Nevada Water Authority*, Case No. A-26-937025-C, Department XI, Eighth Judicial District Court, Clark County, Nevada (the "Action"). The Action is brought on behalf of homeowners, HOAs, golf-course operators, religious-use property owners, and other affected Las Vegas residents and is currently a putative class action. This letter, together with the retainer agreement, is intended to satisfy the written-statement requirement of NRS 116.31088(2) and to give you the information reasonably necessary to evaluate the Association's participation in the Action and any vote or ratification required under NRS 116.31088 or your governing documents.

This letter is not personal legal advice to any individual homeowner, and it is not meant to replace the Association's regularly retained legal counsel, their advice, or direction. Rather, it is meant to be read in harmony with your own legal counsel. Each homeowner remains entitled to consult independent counsel as to personal rights and circumstances.

I. BACKGROUND AND CONSTITUTIONAL CONCERNS

Assembly Bill 356 (2021) and Assembly Bill 220 (2023) ("Useless Grass Laws") direct the cessation of watering with Colorado River water of turf SNWA classifies as "non-functional." SNWA has interpreted and enforced those statutes in a manner that, in our view, exceeds its statutory authority, lacks procedural due process required by Article I, Sections 1, 2, 8, and 22 of the Nevada Constitution, and overrides property rights without lawful process. In particular, Lex Tecnica

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SNWA has recorded, or induced the recordation of, conservation easements and restrictive covenants against HOA common elements without the owner vote required by NRS 116.3112; under NRS 116.3112(5), any such encumbrance taken without compliance is void.

The Court previously entered Temporary Restraining Orders (including one SNWA stipulated). Plaintiffs filed an Amended Class Action Complaint on April 21, 2026, adding additional HOA plaintiffs and refining the claims, and a Motion for Preliminary Injunction has been filed seeking continued injunctive protection during the pendency of the Action.

II. HEALTH, SAFETY, AND WELFARE RISKS TO YOUR COMMUNITY

It is our opinion that the health, safety, and welfare of your community and its residents are at risk from forced turf removal, and that this risk exists whether your community has converted some, all, or none of its grass, because SNWA's unconstitutional implementation of the Useless Grass Acts has damaged and will continue to damage the environment, safety, health, and welfare of your community. Observed and reported impacts include:

- i. **Tree mortality and instability.** Per SNWA's own decorated tree expert, Norm Schilling, more than 100,000 mature trees in Southern Nevada have died because of these policies. Grass and tree roots are symbiotically intertwined; removal of turf often leads to tree disease, death, toppling, and damage to homes and property. These trees are generational treasures that cannot be replaced quickly.
- ii. **Increased ambient temperatures and dust.** Loss of shade canopy raises temperatures in dense residential communities, increasing energy costs, discomfort, and heat-illness risk.¹ Loss of grass increases dust concerns throughout the valley.
- iii. **Pest proliferation and swarms.** Standing water and irrigation inefficiencies tied to forced conversions contribute to mosquito, no-see-um, and other pest swarms, with attendant disease risks (including West Nile virus).²
- iv. **Fire risk.** Dead and dying trees, dry landscape conversions, and the loss of green buffers increase wildfire risk in HOA communities.

¹ See Las Vegas Heat Islands to Get \$500K for Tree Planting, Las Vegas Review-Journal, <https://www.reviewjournal.com/news/environment/las-vegas-heat-islands-to-get-500k-for-tree-planting-3608176/>; Faced With Rising Temps, Las Vegas Is Embracing a Simple Climate Solution: More Trees, VPM (June 9, 2025), <https://www.vpm.org/2025-06-09/faced-with-rising-temps-las-vegas-is-embracing-a-simple-climate-solution-more-trees> (noting "[r]esearch has shown that trees can lower the temperature in the area around them significantly, by at least 10 degrees. And Las Vegas needs all the cooling it can get.").

² See Southern Nevada Health District, 2022–2023 Mosquito Surveillance Report, <https://media.southernnevadahealthdistrict.org/download/mosquito-control/2022-2023-Mosquito-Surveillance-Report.pdf> (documenting a "dramatic increase" in mosquito activity complaints, from 99 in 2022 to 735 in 2023); see also Las Vegas Mosquito Problem Explained, NBC News (2025), <https://www.nbcnews.com/science/science-news/las-vegas-mosquito-problem-explained-rcna225002> (describing Las Vegas' growing mosquito problem as a "ticking time bomb," linking higher mosquito numbers and disease risks like West Nile virus to warming and urban conditions).

Lex Technica

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- v. **Diminished property values.** Forced desert conversions and loss of mature trees reduce aesthetic value and home values, and heighten the risk of disputes and litigation among residents.
- vi. **Artificial-turf risks.** Astro-turf has been the subject of injury claims for burns to exposed skin³ and concerns about harmful chemicals, leading states such as California (Cal. Water Code § 10608.14) and Colorado (Colo. Rev. Stat. § 37-99-103) to regulate or ban artificial turf.⁴
- vii. **Increased HOA water costs.** SNWA rebates often cover only a fraction of actual conversion costs, and converted landscapes often require more water, increasing HOA water costs and destroying the utility of parks, greenspaces, and common areas.

A few representative photos of the destruction SNWA's policies have inflicted on Las Vegas-area HOA communities are shown below:



³ See Parents Say Son Suffered Severe Burns, Yahoo News, <https://www.yahoo.com/news/parents-son-suffered-severe-burns-011252997.html>; Family Says Student Suffered Severe Burns During Football Practice at Spring Valley High School, KTNV, <https://www.ktnv.com/news/family-says-student-suffered-severe-burns-during-football-practice-at-spring-valley-high-school>; High School Football Fields Flagged for Fouls, KTNV Investigations, <https://www.ktnv.com/news/investigations/high-school-football-fields-flagged-for-fouls>.

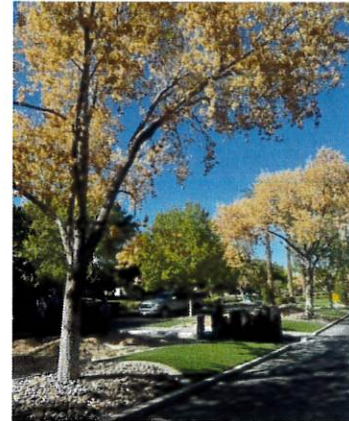
⁴ California has passed similar legislation (Cal. Water Code § 10608.14, e.g., Assembly Bill 1572), but California codes protect trees and tree-root grass. Colorado has gone further and outlawed certain installations of artificial turf. See Colo. Rev. Stat. § 37-99-103 (2024).

Lex Tecnica

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These conditions collectively threaten the health, safety, and welfare of residents and create significant liability exposure for HOAs. Given the role trees, grass and plants play in protecting communities, NRS 206.015 makes it a crime for another to inflict this type of mutilation, damage, or death — reinforcing Nevada’s strong public policy in favor of protecting trees and the irreplaceable green and tree canopy that Las Vegas has built over the last hundred years.

III. REQUIRED DISCLOSURES UNDER NRS 116.31088(2)

Pursuant to Nevada law, NRS 116.31088 generally requires written notice to each unit owner and a vote or written agreement of owners to whom at least a majority of the votes of the members of the Association are allocated before the Association may commence or ratify a civil action, subject to statutory exceptions and to any higher threshold the Association’s governing documents may impose. Prior to ratification, NRS 116.31088(2) requires the Association to provide a written statement to the membership setting forth (1) a reasonable estimate of the costs of the civil action, including reasonable attorney’s fees; (2) an explanation of the potential benefits of the civil action and the potential adverse consequences if the Association does not commence the action or if the outcome is not favorable to the Association; and (3) all disclosures required upon the sale of the property. The required disclosures are set forth below.

A. Reasonable Estimate of Costs, Including Reasonable Attorney’s Fees. We are not asking for money. We are asking for unity. Lex Tecnica and Claggett & Sykes Trial Lawyers have agreed to represent the Association, and all other plaintiffs and class members, on a contingency-fee basis under the terms of the retainer agreement provided with this letter. The Association will not be asked to pay hourly attorney’s fees for this representation. Counsel advances the costs of litigation, subject to recovery if the Action is successful, and these costs are estimated to be approximately \$5-\$15 million, depending on when the matter is resolved, settles, or goes to trial. Our firms have been retained on a contingency rate of 35%-50% of recovery, depending upon the stage of litigation of the net recovery, with the allocation of costs and the treatment of any court-awarded fees set forth in the retainer agreement. If there is no recovery, the Lex Tecnica

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www.LexTecnica.com

(725) 239-8413

Association will not be responsible for any repayment of costs and our law firms will not be paid. Fees and costs are recovered, if at all, from a judgment, settlement, or a court award of attorney's fees under applicable Nevada law. Participation will not trigger a special assessment, dues increase, or per-household fee attributable to this representation. The retainer agreement also addresses the possibility that the Court may require a bond in connection with injunctive relief and the risks of cost in the event of a loss; counsel has agreed to continue to defend all Plaintiffs at no additional cost in any prevailing-party fee proceeding tied to participation in the Action and considers any such loss highly unlikely given the constitutional nature of the claims, the fact that the defendant is a political subdivision of the State, and the TROs already entered. In short, the Association is being asked to lend its name, its standing, and its voice — not its limited treasury — and to defend its residents from health, safety, and welfare risks.

B. Potential Benefits of the Action. The relief sought in the Amended Class Action Complaint, if obtained in whole or in part, is intended to provide durable protection for HOA communities. The principal anticipated benefits include:

- i. **Constitutional relief.** A declaration that the Useless Grass Acts, as applied by SNWA, exceed SNWA's statutory authority, are unconstitutionally vague, and violate procedural due process under the Nevada Constitution.
- ii. **Preservation of landscape options.** Injunctive relief barring enforcement of "non-functional turf" designations against HOA common elements, residential yards, parks, playgrounds, athletic fields, golf courses, religious-worship gardens, and grass within the drip line or root zone of mature trees.
- iii. **Voiding of improper easements.** A declaration that conservation easements, restrictive covenants, or equivalent encumbrances recorded against HOA common elements without the owner vote required by NRS 116.3112 are void and unenforceable, with relief directing recordation of releases where appropriate.
- iv. **Tree preservation and irrigation.** Relief designed to prevent further mortality among the more than 100,000 mature trees in Southern Nevada whose survival depends on turf-area irrigation, and to allow communities to restore grass and appropriate irrigation necessary to sustain tree health and community safety.
- v. **Prospective procedural protection.** Relief requiring SNWA, going forward, to act within its statutory authority, comply with the Nevada Administrative Procedure Act where applicable, and provide constitutionally adequate notice, standards, and an opportunity to be heard before imposing landscape-related mandates.
- vi. **Damages.** The potential to recover damages from SNWA caused by its unconstitutional policies.
- vii. **Association-specific voice.** Participation as a named plaintiff positions the Court to consider the Association's specific circumstances, CC&R framework, and common-element facts. The Court is not asked to, and ordinarily will not, tailor relief to an association that is not before it.

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Plaintiffs' counsel cannot promise any particular outcome. What we can promise is that we will pursue the relief described above vigorously and in good faith, in coordination with the Association and its counsel.

C. Potential Adverse Consequences. If the Association does not participate in the Action, the adverse consequences include continued forced turf removal and the resulting loss of trees, increased temperatures, pest and mosquito swarms, fire risk, and diminished property values, and the loss of the Association's ability to have its specific community circumstances heard by the Court. Counsel assesses the risk to the Association of participating as low: the claims implicate fundamental constitutional rights under the Nevada Constitution, are shared by an expanding coalition of HOAs, golf-course operators, religious-use property owners, and individual homeowners, and the Court has already entered preliminary injunctive relief once and SNWA has stipulated to additional TRO relief. Those facts do not guarantee any outcome, but they materially reduce the ordinary risk profile of litigation against a governmental defendant. We are nonetheless required to disclose candidly that, if the Action is ultimately unsuccessful, a prevailing defendant may seek an award of attorney's fees and costs against plaintiffs under applicable Nevada law, the Nevada Rules of Civil Procedure, or the offer-of-judgment rules. Counsel considers this outcome highly unlikely given the constitutional nature of the claims, the fact that the defendant is a political subdivision, and the TROs previously granted. To address that risk directly, Lex Tecnica and Claggett & Sykes have agreed, and by this letter confirm, that if any prevailing-party fee proceeding is pursued against the Association on account of its participation in the Action, counsel will continue to represent the Association in that proceeding at no additional attorney's fees, on terms consistent with the retainer agreement. The Association will not be left to respond to any such proceeding without counsel.

D. Disclosures Required Upon Sale of the Property. Nevada law requires that we inform you of certain sales-disclosure requirements. If you decide to sell your home, you must disclose to a prospective buyer in writing at least 30 days before the close of escrow: (1) all notices regarding SNWA's "non-functional turf" designations, conservation easements, restrictive covenants, or related encumbrances affecting your property or any common elements; (2) all expert opinions regarding the conditions giving rise to or arising from those designations, including arborist, irrigation, and horticultural opinions; (3) the terms of any settlement, order, or judgment relating to the Action; and (4) a detailed report of any landscape conversions, irrigation modifications, tree mortality, or repairs that have been or are being made as a result of the Action and any recovery. The Association's resale package and disclosures under NRS 116.4109 should be reviewed with HOA counsel to ensure the Action is appropriately reflected. If you are in the process of selling your unit, please be aware of your disclosure obligations. Our firm is available to assist you in preparing the disclosures required by Nevada law and to speak with prospective purchasers, lenders, or realtors.

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IV. IMPORTANT GUIDANCE FOR HOMEOWNERS

A. Waiver Requests “Under Protest” for Non-Functional Turf Designations. If your property, or any portion of the Association’s common elements, has received or is currently receiving a “non-functional” turf designation, deadline, or compliance demand from SNWA or any of its member agencies (including the Las Vegas Valley Water District), we maintain these are unlawful and improper. We recommend that you pause on seeking any required waiver, extension, hardship request, rebate election, or compliance accommodation be sought, accepted, or pursued without legal advice. It appears SNWA is trying to get residents to sign acknowledgements and agreement. **DO NOT SIGN ANYTHING SNWA GIVES YOU.** If you do desire to pursue a waiver, we strongly encourage you to engage with SNWA “under protest.”

Any SNWA request or accommodation should at a very minimum, state you “reserve all rights” and “do so under protest”. Doing so under protest and reserving all rights is one step to preserve your ability and the Association’s ability to participate in any judgment, settlement, or relief obtained in the Action and avoids any argument that you have waived, settled, or acquiesced in SNWA’s enforcement. Counsel will, on request, provide template “under protest” language for use with SNWA and its member agencies.

B. Do Not Communicate with SNWA or its Member Agencies Without Counsel. Once the Association is a party to the Action, all communications regarding SNWA’s enforcement, conservation easements, “non-functional turf” designations, landscape conversion mandates, deadlines, fines, rebates, settlement offers, or any other subject matter of the Action should be directed through legal counsel. Homeowners and Association representatives should NOT communicate directly with the Southern Nevada Water Authority or any of its member agencies — including the Las Vegas Valley Water District (“LVVWD”), the City of Las Vegas, the City of North Las Vegas, the City of Henderson, the City of Boulder City, the Big Bend Water District, and the Clark County Water Reclamation District — about these matters without first consulting counsel. If you receive any letter, notice, citation, fine, deadline, demand, settlement offer, inspector visit, or other communication from any of these entities relating to landscape conversion, “non-functional turf,” conservation easements, or the subject matter of the Action, please forward it promptly — and unanswered — to your Association’s counsel and to service@lextecnica.com. This protects your rights, the Association’s rights, and the integrity of the Action, and avoids inadvertent admissions, waivers, or settlements.

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V. QUESTIONS

A copy of this letter, the retainer agreement, and the Amended Class Action Complaint will be made available to any unit owner on request through the Association's customary channels. If you have any questions or concerns regarding this matter, please contact us through the Association or at **service@lextecnica.com**.

Respectfully,

/s/ *Samuel D. Castor*

LEX TECNICA

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BALLOT

**SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC. RATIFICATION VOTE
FOR LITIGATION AGAINST THE SOUTHERN NEVADA WATER AUTHORITY**

I am a member of the SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC. ("Association"). By this document, I am submitting the vote allocated to my unit on the ratification of commencement of a civil action against the SOUTHERN NEVADA WATER AUTHORITY in relations to claims concerning the legality or constitutionally of the regulations imposed by the State of Nevada concerning the removal of "non-functional" grass.

_____ **YES**, I vote in favor of ratifying the civil action commenced by the Association against the **SOUTHERN NEVADA WATER AUTHORITY; ET AL.**, on April 21, 2026, in relation to claims concerning the legality or constitutionally of the regulations imposed by the State of Nevada concerning the removal of "non-functional" grass.

_____ **NO** I vote against ratifying the civil action commenced by the Association against the **SOUTHERN NEVADA WATER AUTHORITY; ET AL.**, on April 21, 2026, in relation to claims concerning the legality or constitutionally of the regulations imposed by the State of Nevada concerning the removal of "non-functional" grass.

Owner Name (print) _____

Owner Signature _____

Date _____

Address Within the Association _____

Please return this ballot using the pre-paid, pre-addressed envelope enclosed to SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC., 9107 Del Webb Blvd., Las Vegas, Nevada 89134, hand delivering your ballot to the Association Administration Office, or dropping it in the ballot box located at Mount Shadows Community Center, 9107 Del Webb Boulevard, Las Vegas, NV 89134. This ballot must be returned to the Association on or before 5 p.m., July 9, 2026. Ballots will be tabulated on July 10, 2026.

Note: Failure to include your name and address will result in your vote not being counted.

This is **NOT A SECRET OR CONFIDENTIAL BALLOT**.

A cover letter was provided with this ballot providing additional information about the ballot process as well as the litigation ratification vote.