

The following rules and regulations have been adopted as revised on May 12, 2015 by the Board of Directors for the Canyon Willow West Owner's Association. These rules supplement the Declarations of Covenants, Conditions and Restrictions (CC&R's) and Bylaws of the Homeowner's Association.

In accordance with Nevada Revised Statutes 116, the Board of Directors has the power to establish rules and regulations to govern homeowners, tenants and guests and to levy fines for a violation. The Board has the power to take whatever action is necessary to collect such fines and the offending homeowner will be responsible for all costs incurred by the Association in collecting the fine.

It is very important that you become familiar with these rules and regulations and other governing documents for the association and it is also very important to inform guests and tenants of these rules in order to avoid fines and suspensions that will result due to any violation committed by the homeowner, or their guests and tenants. Property owners are responsible for the acts of their guests and tenants.

The Board of Directors for Canyon Willow West Owner's Association may amend these rules and regulation from time to time when it is deemed to be necessary, advisable, or desirable.

Most of these rules may be found in the CC&Rs. This publication is not intended to be a substitute for the CC&Rs, rather, it is intended to be a capsulated version of some of the most abused rules and regulations presented in an easier to read format. Rules that are contained herein that are not found in the CC&Rs are rules that your Board of Directors have implemented to help protect the health, safety and welfare of the residents and to ensure the peaceful possession of the occupants of the Canyon Willow West community, as well as assist in maintaining property values.

SECTION ONE

REPORTING VIOLATIONS, HEARINGS AND FINES

1. Complaints of rules must be presented in writing to the Community Manager. The complaint must contain the complaining person(s) name, their dwelling number(s), name of the offending person(s), their dwelling number(s) and the complainant must sign the complaint. The complainant must describe the specific violation, and the date and time of the occurrence, and any other witness(es) to the violation. Management will notify the person(s) who committed the violation by sending a violation letter. If the violation continues, a violation hearing will be scheduled with the Board of Directors to discuss the violation at hand. This notice will give the date, time and location of the next scheduled Board of Directors Executive Session. The person(s) who committed the violation will have the opportunity to address the Board at that meeting. The Board may issue a dismissal of the violation, or an extension to correct said violation or may issue a fine using the penalty fine system. The Board in all cases has the final decision.
2. The Board will use the penalty fine system for all violations. This system allows the Board to issue a dismissal or the Board may issue a fine for the first offense of a violation; a fine in an increases amount for the second and any subsequent offenses of the same type of violation.
3. Violations cannot be more than \$100 per every 7 days, or in accordance with whatever NRS116 laws state should the above change during a legislative session in the future.

SECTION TWO

GENERAL

4. The living units are to be used for residential purposes only. No commercial activity may be conducted anywhere on property.
5. Any activity that constitutes disturbing the peace or creating a public nuisance under local or state law, or as determined by the Board of Directors is prohibited. Radios, stereos, musical instruments, party activities, car

horns, and other noise sources will be restricted at all times to a level that meets local noise abatement laws or a level that is not disturbing the other residents, whichever is a lower level of volume.

6. All residents, whether owner or tenant, must be registered with the Association and the management company. Registration forms may be obtained from the management company.
7. No sign or billboard of any kind shall be displayed on any living unit except for one (1) sign for each unit of no more than eighteen (18) by twenty-four (24) inches placed inside one window on the unit for the sole purpose of advertising the unit for sale or lease/rent.
8. No change may be made to the exterior of any structure or any other modification that would change the appearance, safety, or access to any portion of the property, without the approval, in writing, of the Board. Any proposed change must be submitted in writing to the manager, who will submit the proposal to the Board for consideration.
9. All rubbish, trash, and garbage will be regularly removed from the living unit by the occupants thereof and will not be allowed to accumulate therein.
10. Trash must be placed in dumpsters that are located throughout the complex. All trash will be placed in plastic bags tied and closed before placing into the dumpsters. Garbage bins on the premises are not to be overloaded and the disposal of furniture, appliances, mattresses and other large items or electronics are only to be placed in the trash dumpsters if they fit fully inside the dumpsters and are not hanging out at all. If the items are too large to be placed in the dumpsters the occupants of the units will be required to properly dispose of the items at their own expense. Should large items be left and there is a chargeback from the trash company or an outside resource vendor due to oversized items, the homeowner will be held responsible for the fees incurred. Cardboard boxes must be broken down and flattened prior to being placed in the dumpsters. As indicated above, no items may be placed in the dumpsters that extend above the top ledge of the dumpster and no chemicals, oils or other hazardous materials shall be placed in the dumpsters.
11. When moving in or out of a unit, moving trucks have a forty-eight (48) hour time limit. No storage units are allowed to be parked on the premises.
12. In the event the owner fails to maintain their living unit, or exclusive use common area, or make repairs there to in such a manner as will be deemed necessary in the judgment of the Board to preserve the attractive appearance of the property and protect the value of other property therein, the Board will give written notice to such owner, stating the particular maintenance or repair work required to be done, and request that the work be performed within thirty (30) days. In the event that the owner fails to carry out the requested maintenance or repair within the owner fails to carry out the work to be done, and the cost thereof, plus ten percent (10%) will be assessed to the owner.
13. No structure of temporary character, including but not limited to, motor homes, recreational vehicles, trailers, tents, campers, shacks, etc. may be stored or used on the property at any time.
14. No bicycles, skateboards, rollerblades, roller skates, motorbikes, cars, trucks, vans, or other vehicles are allowed on sidewalks or landscaping at any time. Skateboards, rollerblades, roller skates, bikes, etc. must be walked off property prior to operation or use and cannot be used within the confines of the property at any time.
15. All bicycles, skateboards, rollerblades, roller skates, motorbikes, etc. are to be stored within the confines of the unit and not left on common area property or in the view of the common area on the patios or balconies.
16. No clothes, towels, rugs, drapes, etc. shall be hung on railings, fences, balconies, patio enclosures, or anywhere in view of neighboring properties. Only plants and patio furniture are allowed to be kept on entries, balconies and patios.
17. No antennas or satellite dishes are allowed to be attached to the patios, balconies or any part of the common elements. Written permission from the Board of Directors prior to installation is required at all times or the Board may request the item be removed at the owner's expense. The Board understands there are FCC regulations that govern this item; however there are also regulations that allow for the written authorization is obtained prior to installation.
18. No garbage, trash, junk or anything that creates an unkempt appearance is permitted in the common area, or on patios, balconies, porches or steps.

19. No activity is permitted which would damage or deface the grounds, walkways, and improvements in the common area. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc. Individuals who are found responsible for any such damage to the property will be required to reimburse the Association for all expenses incurred in the replacement or restoration of damaged or defaced items. Owners are financially responsible for the actions of their guests and/or tenants.
20. No barbecues, outdoor grills or open fires of any type are permitted on patios, balconies or in any other area of the property, except those portions of the common areas that have been designated by the Board for Barbecuing. No open fires are permitted anywhere on the property. Fireworks of any kind are prohibited anywhere on the property.
21. Water beds are not permitted in living units. Unless approved, in writing, by the Board. Approval will be considered only upon furnishing adequate evidence of insurance coverage for damages caused by the waterbed, naming the Association as loss payee, with notice of cancellation.
22. The owner will pay insurance deductible payment under the Association master insurance policy arising from loss to property.

SECTION THREE VEHICLES

23. Broken down, inoperable, unlicensed or unregistered vehicles will not be allowed on the property at any time. All vehicles driven or parked on the property will be tagged and will contain a current (within a one year time period) State of Nevada Vehicle Emissions certificate. This emissions certificate will be presented to the Board, for examination, on demand. Any vehicle that emits visible exhaust is prohibited on the property. Any vehicle found on the property that is not in compliance with this section and paragraph will be towed, at the owner's expense.
24. No vehicle repair, maintenance (excluding emergency services), wet washing, or oil changes are permitted on the property. Checking fluid levels, however, is permitted.
25. Each owner or tenant has an assigned parking placed that is deeded to the home. Ask your owner or managing agent if you are unsure of your space. Any vehicle wrongfully parked in any owner's reserved, covered space, or any vehicle that is parked in an unauthorized or undesignated location, will be towed at the expense of the owner. Parking spaces and/or garages cannot be traded at any time unless the unit owner goes through the proper legal means of having the spaces traded through the Clark County Assessor's Office and a new deed is recorded with a copy of said document provided to the management company.
26. The speed limit is ten (10) miles per hour.
27. Careless or reckless operation of any vehicle on the property is forbidden.
28. Vehicles will not be parked so that they impede the normal flow of traffic or block access of other resident parking.
29. Commercial or service vehicles or any vehicle larger in size or weight than that of a three quarter (3/4) ton pickup truck will not be permitted to park overnight on the property.
30. Licensed motorcycles will be operated at a low RPM to minimize the noise level; no revving of engines is permitted by motorcycles or any vehicle in the community.
31. Vehicles are not permitted to back into parking spaces or covered parking for any reason or any amount of time.
32. No recreational vehicles are permitted on the premises including, but not limited to: campers, motor homes, boats, jet skis, etc.

SECTION FOUR RENTAL & SALES

33. Rental of units will be exclusively for single-family use for not less than six (6) month periods.

34. Owners must provide tenants with a copy of these rules and the CC&Rs for the tenant's signature and subsequent forwarding to the management company. Owner will be deemed to be in violation if the management company does not have a copy of the rules in their office, signed by the tenant, within 48 hours after tenant first occupies the property.
35. Owners must notify the manager of the sale or rental of any swelling. Association membership will not be transferred until registration forms have been completed, for which a fee may be charged.
36. Any lease for a living unit must be in a form approved by the Board before the owner may lease the property. The lease must comply with these rules and any amendments thereto and with the CC&Rs governing the complex. Lease must be a minimum of a six (6) month term.
37. Lockboxes are prohibited within the community. If you are trying to rent or sell your unit you will need to inform any realtor or property management personnel that lockboxes are not to be placed in the community due to vandalism and theft of units that has occurred in the past.

SECTION FIVE

SWIMMING POOL AND SPA

38. The association does not provide lifeguards therefore anyone using the pool and spa does so at their own risk. The association does not assume any liability in this regard. All state and county laws and rules pertain to the use and operation of the pool and spa are posted and will be strictly enforced. The Board has the right to and duty to deny use of the pool area to anyone at any time for the purpose of enforcing the rules regarding the use of these facilities.
39. The swimming pool, spa and recreational area are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. The owners are responsible for any damages or misconduct attributed to their tenants and guests, both financially and personally.
40. The pool is not heated during the winter months but the spa is heated year round. Pool opening and closing dates in the Spring/Fall are determined by the Board.
41. NO GLASS OR CERAMIC WARE of any kind will be permitted within the pool confines. This includes glass lotion bottles, beverage bottles, ash trays, drinking glasses, etc.
42. Any and all trash or waste, including cigarette butts, is to be disposed of in containers that are provided, or removed from the pool and spa area.
43. Umbrellas must be lowered and chairs straightened when you leave the pool area.
44. Persons fourteen years of age or under may not use the swimming pool or spa facilities unless they are in the company of a resident parent or immediate resident adult relative. "Company" is defined as within the confines of the pool area. "Adult" is defined as a person eighteen (18) year of age or older.
45. Pool and spa facilities are for the exclusive use of residents and their invited guests only. Guests must be accompanied by their resident host at all times. If a unit is rented, the owner forfeits their right to use the facilities to their tenants.
46. There will be no rowdiness, noise, jumping, running, screaming, or interference with other swimmers or nearby residences. Noise will be kept to a minimum during evening hours as well.
47. Pets are not allowed in the pool and spa enclosure. The Clark County Health Department has the authority to close any pool for thirty (30) days as a quarantine period if any pet or animal is found in the pool and spa enclosure.
48. Should the pool and spa system need a change of temperature, or service of any kind, it should be reported to the management company immediately. Tampering with the pool and spa equipment will result in a violation notice.
49. The first pool gate key has been provided at the time that you acquired the property by the developer/prior owner. Any subsequent keys due to loss or non-transference will result in the purchase of a key at a cost of \$25.00 and are available through the management company.
50. No rafts or other floatation devices are permitted if other swimmers are in the water.

- 51. Appropriate swimwear must be worn when entering the pool and spa. No street clothing is permitted in the water. This includes cut offs, shorts, tee shirts, etc. Diapers and pampers are not allowed in the water.
- 52. Food is not allowed in the pool or spa and must be kept to the pool deck only, not in the water. Drinks that are in plastic containers are permitted in the pool enclosure but must not be taken into the water.
- 53. Suntan oil, shampoo, bubble bath, baby oil, etc. are not allowed in the pool and spa. Residents and guests sure rinse off with soap in the showers before entering the pool and spa.
- 54. Life saving equipment is provided for emergencies only and should not to be used for play.
- 55. No diving is permitted.
- 56. No smoking or drinking is permitted while in the pool or spa.
- 57. No persons suffering from colds, fevers, coughs, sore or inflamed eye, any skin disease or any communicable or open sores or bandages are permitted in the pool and spa.
- 58. No solo bathing is allowed.

SECTION SIX
PETS

- 59. No animals, pets or poultry may be raised, bred or kept on any part of the individually owned or Association owned property with the exception that dogs, cats or other household pets may be kept, provided that they are (a) not more than two (2) in number; (b) with a combined weight not to exceed fifty (50) pounds; (c) do not constitute a nuisance or annoyance to other residents of the property; and (d) have current vaccinations and tags as required by law.
- 60. Wild animals, livestock or poultry may not be kept on any part of the property at any time.
- 61. Pets cannot be allowed to run loose while in the common property. Pets will be leashed (not more than 15 feet in length) and accompanied by their owner. Pets may not be staked, tied to a tree or tied to a railing at any time.
- 62. Pet owners will pick up all waste droppings left by their animal and deposit the same in their own trash container. This applies to cats too.
- 63. Loose or unattended animals will be reported to the Clark County Humane Society for immediate pick up.
- 64. Residents should report any loose, unattended animals to the management company, providing the breed, color, time and location and the owner's name and address (if possible and/or practical).
- 65. Dogs that bark excessively and any animal which threatens others, or otherwise causes disturbance to residents should also be reported immediately.

I acknowledge receipt of a copy of the revised Rules & Regulations for Canyon Willow West Owner's Association. I have read and understand the rules and regulations contained herein and I agree to abide by them.

Canyon Willow West Unit # _____

Signature

Signature

Print Name

Print Name

Date

Date