

**DESERT BLOOM HOMEOWNERS ASSOCIATION
REVISED RULES AND REGULATIONS**

#17-11

I. INTRODUCTION

These Rules and Regulations have been provided to supplement and/or clarify the Desert Bloom Homeowners Association (“Association”) governing documents. These Rules and Regulations (“R&R’s”) govern the conduct and activities of all Residents; however, more detailed information concerning restrictions on the property are set forth in the Association’s Declaration of Covenants, Conditions, and Restrictions (“CC&Rs”). Applicable provisions of Summerlin North Community Association’s (“Master Association”) governing documents also govern the conduct and activities of all Residents.

The Board may modify these Rules and Regulations. No Resident or other person entering the community shall violate any of the CC&Rs, Bylaws, Rules and Regulations, or Architectural Guidelines of the Association. Owners may be held accountable for the conduct of their tenants, Residents, Guests, Invitees, or other persons whom they have caused to enter Association property.

The Association falls under the jurisdiction of the City of Las Vegas, County of Clark, and all ordinances and codes apply.

Note: Owners must provide a copy of these Rules and Regulations, as well as the CC&Rs, to their tenants.

II. DEFINITIONS [NRS 116.3102, 116.31065; CC&Rs §§ 1.55, 1.63, 5.1, 5.2; Bylaw § 8.1]:

- A. **In General:** The terms used herein shall have the same meaning established in the Association’s Articles, Bylaws, and CC&Rs or as otherwise established by law. Capitalized terms herein shall have the same meaning as ascribed to such terms within the Association’s Articles, Bylaws, and CC&Rs.
- B. **“Homeowner” or “Owner”:** person(s) holding fee simple interest of record to any Unit.
- C. **“Lessee” or “Tenant”:** a person who executes a lease agreement with an Association Owner and resides within the Association. Such persons’ lease agreement must be on file before privileges will be granted. Once the agreement is on file with the Association the tenant whose name appears on the lease agreement will be considered registered.
- D. **“Resident”:** an Owner, tenant, or other person, including minor children living within the Association. Before privileges will be granted to Residents other than Owners those individuals must first register with the Association.
- E. **“Guest” or “Invitee”:** a visitor to Desert Bloom who has been invited by a Resident and/or Owner.

III. OWNERS RESPONSIBILITIES [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2, 10.1, 10.5, 17.1(d); Bylaw § 8.1]:

1. **Single Family Use:** All units within the properties shall be used solely for the construction of residences whose occupancy and use shall be restricted to single family Residential use.
2. **Owners Responsible for Actions of Tenants, Guests, and Residents:** Owners are responsible for the actions of Tenants, Guests, and Residents of their Units while such persons are within the Association. Owners will be held responsible for any damages to the Common Areas/Elements and any violations of the Association's governing documents caused or incurred by the Tenants, Guests, and Residents, of the Owner's Unit. Assessments for damage caused by actions of an individual will be based on the costs of repairs and replacement and labor for actual cleaning and/or repair of facilities.
3. **Owners Responsible for their Children:** Each Owner and Resident shall be accountable to the remaining Owners and Residents, their families, visitors, Guests and Invitees, for the conduct and behavior of their children and any children temporarily residing in or visiting the Owner/Resident and for any property damage caused by such children.
4. **Offensive Conduct is Prohibited:** Verbal abuse, threats, physical intimidation, assault, battery, profane language, and any other similar conduct towards Members, Staff, Management, Residents, and/or Guests of the Association is strictly prohibited and constitutes a violation of the Association's Rules and Regulations regardless of the intent of the acting or uttering party.

IV. TENANT RULES [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2, 10.1, 17.1(d); Bylaw § 8.1]:

1. Homeowners are responsible for their tenant's actions and behaviors. All tenants are subject to the Association's Covenant, Conditions and Restrictions as well as the Rules and Regulations set forth herein.
2. The Homeowner shall have tenants complete a "Tenant Information" form. This can be obtained from the Association's Management Company.
3. The Homeowner is to provide the Association's Management Company with a copy of the lease or rental agreement. All lease and rental agreements must be longer than thirty (30) days.
4. The Homeowner is to provide a gate opener or obtain one from the Association's Gate Company. Tenants will not be added into the gate directory system until the Association's Management Company receives a written request from the Homeowner or his/her authorized representative, the tenant information form and the lease or rental agreement.
5. Only Homeowners can request the purchase of a gate opener from the Association's Gate Company. Additional gate openers may be purchased at member's expense. This charge is non-refundable.

V. GENERAL EXTERIOR MAINTENANCE REQUIREMENTS [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2, 10.5, 10.6; Bylaw § 8.1]:

1. All Residents are responsible for maintaining the appearance of their property by disposing of all trash in Residents individual trash receptacles. No litter, rubbish or debris of any kind shall be left in any landscaped areas, driveways, front entries or sides of homes, streets, sidewalks, pool areas or any other common areas.
2. No linen or clothing is to be hung or draped on patio walls where it is visible to other Residents.
3. Window coverings that are visible from common areas must be of the standard and traditional type. No aluminum foil, newspaper, blankets, sheets, etc., are permitted.

VI. ARCHITECTURAL RULES [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2, 8.1 et seq.; Bylaw § 8.1]:

1. Architectural approval shall be required for any architectural changes which will affect the appearance of Homeowner's property including landscape. No charges or permits are to be obtained until the Homeowner has secured an approval from the Architectural Committee before proceeding with any work.
2. All approved architectural requests must be completed within 90 days of approval unless a written extension has been issued by the Board of Directors. If an extension has not been obtained by the Homeowner within 90 days, the request will need to be resubmitted to the Architectural Committee.

VII. Antennas and Satellite Dishes [47 CFR § 1.4000; NRS 116.3102, 116.31065; CC&Rs §§ 2.1, 5.1, 5.2, 8.1 et seq., 9.4, 10.16; Bylaw § 8.1]:

1. Antennas and Satellite Dishes: Antennas or satellite dishes that are: (a) one meter (39 inches) or less in diameter and designed to receive direct broadcast satellite service (including direct-to-home satellite service) or receive/transmit fixed wireless signals via satellite; (b) one meter (39 inches) or less in diameter or diagonal measurement and designed to receive video programming services via multi point distribution services (including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services) or to receive/transmit fixed wireless signals other than via satellite; (c) used to receive television broadcast signals; or (d) a mast supporting an antenna or satellite described in (a) – (c) shall be permitted ("Permitted Device"), provided that such Permitted Device is installed "on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership or leasehold interest in the property" (Common Elements/Areas of the Association are not under the exclusive use or control of an Owner) in a location so as not to be visible from the street, or, if such location is not reasonably practicable, then attached to or mounted on the least conspicuous alternative location on the Lot or exclusive use area, where an acceptable quality signal can be obtained. Permitted Devices shall be reasonably screened from view from any other portion of the Property, so long as such screening does not unreasonably increase the cost

of installation, or use of the Permitted Device. Further, all Owners Residents must comply with the following provisions to the extent the provisions do not unreasonably impair an Owner's/Resident's right to install, maintain or use of any Permitted Device(s):

- a. The dish must be installed in a professional manner and cord, cables, wires and dish properly mounted and secured;
 - b. Cable, cord or wiring must not be draped, strung or hanging in a manner that is visible from the street fronting unit;
 - c. Cable, cord or wiring should match the existing building colors;
 - d. The dish must be located in the most discrete location possible, which is not visible from the street in front of the Unit so as to avoid being detrimental to the appearance of the surrounding area of the Association.
 - e. In the event that the installation, maintenance or use of the satellite dish, requires it to be placed in an area where it may be seen from the street in front of the Unit, the satellite dish may be located in a less discrete location. In such a case, however, the Owner or Resident must provide written documentation from licensed installer that installation is in a less discrete location which is required to prevent the impairment of the installation, maintenance or use of the satellite dish, including, but not limited to the reception of acceptable quality signal. However, if the satellite provider indicates that a number of locations may allow proper installation, the ARC may choose which location it may ultimately be installed.
2. Owners Must Provide the ARC with Notice of Installation: Owners or Residents must provide the ARC with notice of the installation of any Permitted Device referenced herein to ensure adequate Association records are kept current.
 3. Obtaining ARC Approval: ARC approval is not required where the installation of a satellite dish complies with Section 1 subsection (d) hereof. However, in the event the placement of the same is inconsistent with the aesthetic restrictions cited in subsections (a)-(d), Owners and Residents are urged to obtain ARC approval to ensure full compliance with the provisions set forth herein regarding antennae or satellite, and to avoid potential fines and/or expenses they may incur in relation to the relocation of their satellite dish.

VIII. COMMON AREA RULES [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2, 9.7(e), 10.6; Bylaw § 8.1]:

1. No person may tamper with landscaping sprinklers at any time. Only authorized maintenance personnel may adjust sprinklers: Malfunctions are to be reported to the Association's Management Company who will then take necessary action to correct the problem.
2. Climbing in or upon trees and shrubbery is prohibited. Climbing on community perimeter or interior walls and gates is prohibited.

3. Garden hoses shall not be stored in the common areas adjacent to the homes except in hose caddies or reels.
4. Skateboarding, roller skating and roller blading are prohibited anywhere within the common grounds, including the sidewalks and landscaped areas. All Residents should obey city safety regulations and should not be reckless as to cause an accident to themselves or others: Parents are responsible for their children's activity and should properly monitor their activity and their Guests.
5. Wheelchairs, motorized chairs, and assistive wheeled transportation necessary to accommodate a Resident's or Guest's needs may be used on Association walking paths and common areas.

IX. GARAGE SALES AND SIGNS [NRS 116.3102, 116.31065, 116.320, 116.325; CC&Rs §§ 5.1, 5.2, 10.14; Bylaw § 8.1]:

Garage/Estate Sales

1. The association will hold at least one (1) community garage sale each year. An exception will be made for estate sales.
2. Owners holding estate sales must follow all applicable Master Association rules regarding garage sales.
3. The entrance gates will not be left open for a private estate sale, nor may the Association gate code be posted at the gate. The Owner or his/her authorized representative, will be responsible for entrance through the gate and must not distribute the gate code.
4. The Owner, or authorized representative of the Owner, must obtain permission from the Desert Bloom Homeowners Association Architectural Review Committee ("ARC Committee") prior to holding the estate sale by making a written request to the Association's Management Company. If the request is approved by the ARC Committee, if needed, a temporary gate code will be assigned to the Owner for use during the estate sale timeframe.

Signs

1. With the exception of political and security system signs and the flag of the United States or of the State of Nevada subject to the limitations below, no sign, poster, display, billboard, or other advertising device or other display shall be installed or displayed to public view from any unit or Common Area.
2. One (1) sign, per unit, not larger than 24" x 36", advertising the unit For Sale or For Rent may be ONLY be displayed in a front window. No For Sale or For Rent signs may be displayed on any other portion of the unit or placed in the yards or common areas.
3. Residents may exhibit one or more political sign within the boundaries of their Unit provide

the signs are not larger than 24 by 36 inches. Residents may not exhibit more than one political sign for each candidate, political party or ballot question. As used in this section, "political sign" means a sign that expresses support for or opposition to a candidate, political party or ballot question in any federal, state or local election or any election of an association.

4. Residents may display the United States or the flag of the State of Nevada within the boundaries of their Unit (including the interior of balconies) through the use of a pole, staff or in a window. However, display of the flag is not permitted where:
 - a. The display is for commercial advertising purposes;
 - b. The flag is not made of materials other than cloth, fabric or paper (e.g. the depiction or emblem of the flag is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component); or
 - c. The flag is not displayed in a manner consistent with 4. U.S.C. Chapter 1.
 - d. With regard to a flag of the State of Nevada, not larger than the size of a flag of the United States that is displayed, if at all, by a Resident.

X. ANIMAL RULES [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2, 10.4; Bylaw § 8.1]:

1. A maximum of four (4) household animals (dogs or cats) may be kept at each residence.
2. All animals must be confined to the Resident's home or walled patio.
3. Animals must be leashed and under the direct supervision and control of the Resident when in common areas.
4. Animal owners shall fully comply with all applicable City and/or County ordinances and rules regulating and/or pertaining to animals and the maintenance thereof while within the Owner's unit and/or on Association property
5. It is the responsibility of each Resident to clean up and solid animal wastes left after their animals in common areas and on the Resident's property.
6. It is the responsibility of each Resident to insure that pets are not making excessive noise: If an animal is determined to be a nuisance, the Board of Directors will give written notice to the Resident requiring a resolution of the offending problem within 72 hours. If the problem is not resolved during that time period, the Board of Directors may order the removal of the pet from the community and may levy fines.
7. Residents may be prohibited or restricted from keeping household animals if the Association reasonably determines that the keeping of the household animals constitute a nuisance.

8. Each person bringing or keeping any animal on the property shall be absolutely liable to other Owners, Residents and their respective families, Guests, and Invitees for any damage to persons or property caused by said animal(s).

XI. PARKING AND GARAGE RULES AND REGULATIONS [NRS 116.3102, 116.31065, 116.350, 487.038; CC&Rs §§ 2.1, 2.2, 2.15, 5.1, 5.2, 10.15, 10.19, ; Bylaw § 8.1]:

1. **Vehicles Must be Registered with the Association:** All Residents' vehicles must be registered with Association Management.
2. **Unlicensed Vehicles Prohibited:** The operation and/or use of unlicensed vehicles is prohibited on common areas and streets within the community. Unlicensed vehicles, include, but are not limited to, vehicles without a current state license plate, go-karts, UTV's, mini-bikes, aircraft, three and four wheeler/quads, dirt bikes, all-terrain vehicles, any vehicle the operation of which is prohibited on public streets, and any motorized vehicle of a nature similar to the those mentioned herein.
3. **Garages Must be Used for Parking/Storage of Vehicles:** Garages must be utilized for the storage of vehicles. Garage doors shall be kept fully closed at all times except for reasonable periods during the removal or entry of vehicles or items therefrom or thereto.
4. **Subject to Temporary Exceptions as Granted in the Board's Discretion, Street Parking Is Prohibited:** Subject to exceptions granted at the Board's discretion, no vehicles may be parked on streets of the Association and the Association cannot guarantee that there will be sufficient street parking for vehicles even should the Board have granted an exception for a certain vehicle.
 1. Residents who believe they may require a street parking permit must submit a request in writing to Association Management and provide proof of the conditions requiring such a permit, e.g. the Resident's vehicle does not fit in their garage due to the size of the vehicle, the Resident owns three (3) vehicles and is using their garage to park two (2) of their vehicles.
 - i. The Board may not grant a street parking permit to a Resident wishing to park a vehicle in the street overnight if that Resident is not/has not already parked two (2) vehicles within their garage.
 - ii. Residents that have three (3) vehicles and park two (2) vehicles within their garage may obtain a street parking permit from Association Management.
 - iii. Residents' whose vehicles do not fit in their garage due to the size of the vehicles may obtain a street parking permit from Association Management.
5. **Common Driveway Parking is Restricted:** Residents and Guests/visitors are prohibited from parking in Common Driveways except for temporary and active loading and unloading not to exceed fifteen (15) minutes. Vehicles parked for temporary and active loading and

unloading may not hinder or obstruct ingress and egress by any Resident to or from their garage.

6. **Subject to ARC/Board Approval, Residents of Units With Driveways of Eighteen (18) Feet or Longer May Obtain Driveway Parking Passes for their Vehicles and Guests' Vehicles:** Subject to ARC/Board approval, Residents of Units with driveways of eighteen (18) feet or longer, wherein such driveways are not common or shared driveways, may request parking passes for their vehicles and their Guests' vehicles to be parked in their driveways. Vehicles parked in such driveways without such parking passes may not be towed from the Owner's privately owned driveway, but, however, the Unit may be subject to fines for such parking.
7. **Vehicle Maintenance Activities in Common Areas Prohibited:** No dismantling, assembling, overhauling, refurbishing, repairs, or maintenance (other than emergency maintenance) of motor vehicles or other types of similar equipment shall be permitted within the property. Leaks from vehicles must be cleaned up immediately. Owners are responsible for any clean up on the street or reimbursement to the Association for said clean up.
8. **Garage Doors Must be Closed During Vehicle Maintenance:** Garage doors must remain closed during the dismantling, assembling, overhauling, refurbishing, repair, or maintenance of vehicles within a Resident's Garage. The Board maintains the reasonable discretion to prohibit such maintenance if it deems such activity a nuisance.
9. **Commercial Vehicles Prohibited:** No vehicle owned or operated by a Resident may be kept or parked anywhere within the Properties, except within the garage constructed by Declarant as part of the original construction of the Resident's Unit (or except on the Resident's driveway, if such driveway is eighteen feet or greater in length, subject to prior ARC approval in its discretion). Notwithstanding the foregoing, no Person shall park, store or keep, anywhere within the Properties, any large commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, house car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; or any inoperable vehicle or any other similar vehicle; provided that camper trucks and similar vehicles up to and including one (1) ton, when used for everyday-type transportation, subject to ARC approval, may be kept or parked within the Resident's Garage (and provided further that one trailer, camper, or motor home may be kept by a Resident, if wholly enclosed within the Resident's Garage).

1. **Exceptions to Restrictions under this Provision:**

- a. *Servicing Lot:* Utility service vehicles that are temporarily parked on or near any Unit for the sole purpose of serving such Unit are exempt from this restriction provided the weight of vehicle servicing Unit must not exceed 20,000 lbs.
- b. *Residents' Emergency/Utility Service Vehicles:* Residents may park certain vehicles within Association common areas designated for parking

when such vehicles are necessary for the provision of emergency or utility services and the following conditions are met:

i. *Subject to Proof.* Residents may provide written proof from their employer that the person qualifies to park the vehicle under this exception;

ii. *Utility Service Vehicles:*

a. Vehicles weighing 20,000 lbs. or less that are necessary for the delivery of public utility services;

b. Used in the furtherance of repairing, maintaining or operating any structure or any other physical facility necessary for the delivery of public utility services, including, without limitation, the furnishing of electricity, gas, water, sanitary sewer, telephone, cable or community antenna service.

c. Employer of Resident must require vehicle be brought home with Resident in order to provide emergency utility services pursuant to employment.

iii. *Emergency Service Vehicles:*

a. Vehicle must be for provision of law enforcement or emergency services (designated by government agency or political subdivision and identified by such entity as a vehicle used for the provision of emergency services).

b. Employer of Resident must require vehicle be brought home with Resident in order to provide law enforcement or emergency services pursuant to employment.

10. **Association's Right to Tow Vehicles Parked in Violation of Rules and Regulations:** The Association shall have the right to tow vehicles from common areas that are parked in violation of the Rules and Regulations and CC&R's as follows:

1. Towing Without Notice:

a. Any vehicle parked on Association property that is blocking a fire hydrant, parked in a designated "no parking" or red zone, parked in a fire lane, blocking a garage connected to a Common Driveway, blocking a driveway, or that poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Properties, may be immediately towed without notice.

2. Towing With Notice:

- a. Prior to exercising the right to tow a vehicle, the Association, or a designee of the Association, shall post written notice in a conspicuous place on the vehicle or provide oral or written notice to the owner or operator of the vehicle at least forty-eight (48) hours before having the vehicle towed.
- b. The notice shall indicate that if the vehicle is not removed from the improper location prior to the expiration of the forty-eight (48) hour notice, the vehicle may be towed.
- c. The forty-eight (48) hour notice applies from the time notice is given and shall continue to run regardless of any intermittent departures or different parking locations within the Association. Such notice shall apply up to three (3) months. After the lapse of the initial forty-eight (48) hour notice, any vehicle that has been given such notice and found parked in violation of this policy may be removed without additional notice for a period of up to three (3) months, at the Board's discretion.

3. Additional Conditions:

- a. The vehicle owner shall be responsible for all expenses incurred in the towing, storage, and retrieval of the vehicle.
- b. The right of the Association to have a violating vehicle towed shall not require any notice (other than the forty-eight (48) hour notice described herein) or hearing prior to removal of the vehicle.
- c. The Association's right to tow a vehicle that is in violation of these provisions shall be in addition to the Association's right to institute any other enforcement procedure authorized by law and the Association's Governing Documents, including, but not limited to, levying of fines to the maximum extent allowed by law after notice and hearing in accordance with the Association's fine and enforcement policies.

11. **Residents Must Observe Traffic Signs:** It is the responsibility of the Residents to observe all parking and traffic control signs posted and to instruct Guests on proper parking procedures.

12. **Guest Parking is Restricted:** Guest parking is subject to these additional provisions:

1. All Guest vehicles parked on the Desert Bloom property between 12:00 A.M. (midnight) and 6:00 A.M. must have a parking pass.
2. Guest parking passes are available from Association Management during normal business hours.
3. Parking passes will identify the specific beginning and termination dates of the validity of the parking pass and vehicle information and must be displayed on the front dashboard of the vehicle.
4. Guest parking passes may not be used by Residents.
5. Guest parking passes may be reviewed by the Board of Directors for approval.
6. Any vehicle parked on the street between 12:00 A.M. (midnight) and 6:00 A.M., without a clearly displayed Guest parking pass, street parking pass, and to which no special exception exists will be subject to the Association's authority to tow such vehicle as further detailed in Section 9 above.

XII. POOL AND SPA RULES [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2; Bylaw § 8.1]:

1. The winter pool hours are from 10:00 am to 7:00 pm from after Labor Day to June. The summer hours will be from 9:00 am to 9:00 pm from June through Labor Day weekend.
2. The pool and spa are for the enjoyment of Owners, Residents and their Guests only. All Residents must accompany their Guests in the pool area and remain with their Guests at all times. Residents will be held responsible for the safety and actions of their Guests.
3. Pool and spa rules posted in the pool area from the Southern Nevada Health Department must be followed.
4. Swimming pool attire is to be worn in the pool. Cutoffs are not allowed. Towels may not be hung on the fence.
5. All Residents must shower before entering the pool.
6. Pool gates must be kept locked at all times.
7. Any damages caused by a Resident or their Guest when using the pool will be the responsibility of the member to pay for any repairs.
8. An adult must accompany children under the age of 14 years when using the pool. No exceptions will be made.

9. Those Residents using the pool are required to remove their trash and other items and disposes of it in the trash receptacle provided.
10. No cooking or barbecuing is allowed in the pool area.
11. No loud music is to be played in the pool area in consideration of nearby Residents.
12. No lifeguard is provided in the swimming area. Swimming is at your own risk.
13. For safety reasons, no glass is allowed in the Pool area.
14. Offensive behavior, such as running and diving are prohibited at all times.
15. Animals are not permitted in the pool and spa area. An exception may be made for service or assistance animals as requested.

XIII. CLUBHOUSE RULES [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2; Bylaw § 8.1]:

1. There is no smoking or wet swimming attire allowed in the clubhouse. Shirts and shoes are required at times when in the Clubhouse.
2. Running, rough housing, intoxication, throwing of objects, attending or entering a private/closed event without invitation/authorization, or other disruptive behavior in the Clubhouse is strictly prohibited.
3. Any costs incurred due to damage caused by a Resident or Guest will be the responsibility of the Owner. Any theft, be it be by a Resident or their Guest, will be the responsibility of the Owner.
4. Those Residents using the clubhouse are required to remove their trash and other items. The kitchen and bathrooms must be kept tidy.
5. Animals are not allowed in the Clubhouse area at any time. Exceptions will be made for service and assistance animals when required.
6. All Guests must be accompanied by a Resident. Residents 14 years and under must be accompanied by an adult when in the clubhouse.
7. Association sponsored activities and events have priority over any other use where a conflict may arise.

XIV. CLUBHOUSE RESERVATION RULES [NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2.; Bylaw § 8.1]:

1. Absent a reservation or other limitations stated herein, use of a Clubhouse room shall occur on a first come, first serve basis.

2. With limited exception as stated herein, activities occurring pursuant to a proper Reservation take precedent over activities occurring without a Reservation.
3. Access to and use of the Clubhouse may not be restricted unless said room is reserved in accordance with the terms and conditions set forth herein.
4. The clubhouse may be reserved for private functions subject to the following:
 - a. Advance notice of no less than two (2) weeks must be given to the management company for a clubhouse reservation. A Clubhouse Reservation Form can be obtained through the Association's Management Company.
 - b. A deposit of \$500.00 made payable to the Association must be given to the management company prior to the private use of the clubhouse. If the clubhouse is found to be in the same condition as it was prior to being reserved, the Resident will be refunded the \$500.00. If damage to the facility occurred during the event, the cost of the repairs will be deducted from the deposit and the balance refunded to the Resident. Please note: the deposit will be cashed once received.
 - c. A single-event liability insurance policy for \$1,000,000.00 will be required prior to the private use of the clubhouse.

XV. MISCELLANEOUS[NRS 116.3102, 116.31065; CC&Rs §§ 5.1, 5.2, 10.5; Bylaw § 8.1]:

1. Residents will refrain from loud or boisterous conduct that may annoy or disrupt the peace of neighbors. Loud noises from musical instruments, radios, etc., which may disrupt Residents is not permitted except for authorized Association gatherings. Quiet hours will be observed throughout the community from 9:00 pm to 8:00 am, Sunday through Thursday and 11:00 pm to 9:00 am, on Friday and Saturday.
2. The speed limit shall be 5 miles per hour and is to be observed throughout the community at all times. Pedestrians will always have the right of way.
3. Shopping carts will not be allowed inside the gated community, nor are the carts to be left at the entrance in front of the gates. Carts left at the entrance or within the community common areas will be picked up and returned to the shopping center at the violator's expense.
4. Residents shall not interfere with Association contracted third party vendors and their contracted work. Should Residents have complaints or concerns about Association contracted third party vendors, those concerns should be communicated to Association Management and/or the Board.
5. Packages that are delivered by UPS, FEDEX, DHL, US POSTAL SERVICE, etc. will not be accepted at the Association Clubhouse, Gate House, or by the Association/Management staff.

6. The Association is not responsible for items left in the Clubhouse or the Pool.
7. Door-to-door soliciting is not permitted within the community by Residents or non-Residents. Residents are requested to notify the Association Manager if solicitors appear on the property.

IN WITNESS WHEREOF, the Association has executed these Rules and Regulations on the 6th day of November, 2017.

By: Ritchie Dupke (print)
[Signature] (sign)
President (or Vice President)

By: Barnett Stum (print)
[Signature] (sign)
Board Member