

Pacific Deerfield Owners Association
Rules and Regulations

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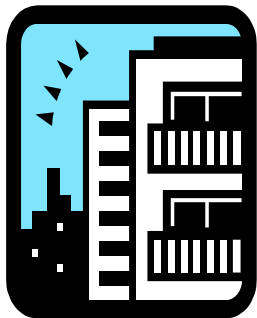


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INTRODUCTION

Pacific Deerfield Owners Association is a common interest association which was organized as a non-profit corporation in accordance with Nevada law on June 25, 1996. The purpose of the Association is to provide for the professional management, administration, maintenance, preservation and architectural control of the condominium units, common elements, and association property, and to promote the health, safety and welfare of all of its members within the Property. All owners are members of the corporation.

The governing documents of the Association consist of the Articles of Incorporation, Bylaws, Declaration (CC&Rs), and Rules and Regulations. Homeowner Associations are further regulated by Nevada Revised Statute 116. Section 10.2 of the By-Laws, Entitled Management of Business, provides the authority to the Board of Directors to make Rules and Regulations for the operation of the Association Property and Common Elements owned or managed by the Association. These Rules and Regulations must be consistent with the Articles of Incorporation, Bylaws, Declaration (CC&Rs) and the law. Section 10.8, Right to Enforce, gives the Board of Directors the authority to enforce the provisions of all of the governing documents and agreements to which the Association is a party.

The Rules are intended to promote harmonious community living and protect the common investment made by all owners. Living in a common interest community requires that each owner, resident, and guest show consideration for all others, and follow a standard of conduct that allows each to enjoy their individual rights without infringing on the same rights of others. The Board of Directors may amend these Rules and Regulations after notice to the membership as required by law.

Self government of the community requires acceptance of restraints on all individual desires and lifestyles. The Association is governed by a volunteer Board of Directors. The management company, through the contract with the Association, assists the Board of Directors with the daily operation of the Association.

Each member of the Association accepts the responsibility for reporting violations of the governing documents in writing to the management of the Association.

It is the responsibility of each OWNER to furnish a copy of these Rules and Regulations to a tenant and or guest. The OWNER will be held responsible for the actions of tenants and guests. The OWNER is subject to any enforcement action for violations of the governing documents.

ANTENNAE/SATELLITE DISHES/POLES

1. Antennae and Satellite Dishes designed to receive television signals are prohibited in the Common Areas including, but not limited to, roofs, fascia of roofs, railings, patio ledges, and exterior walls of all units and buildings.
2. Antennae and Satellite Dishes designed to receive television signals may be placed on patios or balconies on a tri pod only. In the event an alternate sight is needed to receive TV/Dish signal, the sight must be approved by the ARC or Board of Directors prior to installation.
3. Satellite dishes shall be no larger than 1 meter (39.37 inches) in diameter to receive direct broadcast satellite service or local television broadcast signals. Satellite dishes may be mounted on poles or tri pods placed on patios or balconies. Satellite dishes and antennae shall be placed out of view of the common areas whenever possible.
4. Owners must use existing access through the walls to connect the satellite dish or antennae to receiving equipment within the unit, and must be sealed properly and water tight. All attaching cables must be painted to match the stucco.

BALCONIES AND PATIOS

1. Owners have the exclusive right to use their patio/balcony which are considered limited common areas and the right to maintain the following in that area:
 - a. Patio furniture is permitted provided it is maintained and remains in good condition on the patio or balcony.
 - b. Play equipment if not visible above the patio/balcony wall enclosure.
 - c. Flowers and shrubs which do not unreasonably interfere with the enjoyment of adjacent units and common areas.
 - d. Only electric barbecues are allowed on patios and or balconies in accordance with all City codes. **NO CHARCOAL, NATURAL GAS OR PROPANE IS PERMITTED.** All other items require prior approval from the Board of Directors.
2. Clothing, sheets, towels, rugs and other such items may not be hung, dried or aired so as to be visible from any common area.
3. There can be nothing attached to the balcony railing except holiday lights in accordance with the regulations under SIGNS AND HOLIDAY DECORATIONS.
4. For second floor balconies, no plants may be placed on the columns due to insurance regulations and safety requirements/concerns.

COMMON AREA USE

1. No items may be stored on the common areas or limited common areas other than those mentioned above.
2. Any activity, which may cause damage or deface the common areas and improvements, is prohibited. The owner who is responsible for any such damage will be assessed the cost incurred by the Association for the repair and restoration of such damage.
3. No owner is permitted to plant in the common area at anytime without prior **written** Board approval.
4. External bird feeders are prohibited.
5. Soliciting is not allowed anywhere within the community.
6. Units, limited common elements, and improvements may not be used in any manner which would cause the Association or any unit to be uninsurable.
7. Seasonal decorations are permitted to be displayed around the front entry area only. Owners are not permitted at any time to place holes in the stucco to display such decorations. (See holiday section)
8. Potted plants may be reasonably displayed at the front entry landing only provided they are maintained and remain in good condition. Further, they may not impede the entry/exit.

GARAGES

1. Garage doors are to remain closed except for ingress or egress.
2. Nothing may be stored in the garage that would prevent adequate room for parking of the maximum number of vehicles for which the garage was designed. No garage may be converted to any use other than as a garage.
3. No flammable, volatile/hazardous liquids or materials may be stored in the garages.

NO GARAGE SALES ARE ALLOWED

INSURANCE

1. Each unit owner is responsible for payment of the deductible when processing a claim through the Association's insurance policy. No work will commence until the deductible is received from the owner.
2. The Association is required to maintain blanket fire, hazard and liability insurance which cover the roofs and exterior walls of all buildings only.

LEASES

1. Owners may lease their unit, provided that the lease is in writing and that it provides the tenant is bound by and obligated to the governing documents.
2. Units may not be leased for transient or hotel purposes. Any lease for a period of less than 30 days will be deemed a transient or hotel purpose. Time-share, interval ownership and other similar programs are not permitted.
3. A signed copy of the lease and owner profile form **must** be provided to the Association within ten (10) days after occupancy by the tenant. Owners are responsible to provide tenants with a copy of the governing documents prior to commencement of the lease. You can obtain a copy of the Governing Documents and the Rules & Regulation's by downloading them online at www.rpmginc.com or contacting Management to receive a copy. Owners are held responsible for the actions of their tenants.
4. Owners who lease their unit forfeit and assign to the tenant their right to use the recreational amenities including, but not limited to, clubhouse, exercise room and pool and spa areas; however if use of the clubhouse is requested, the request must come from the Owner on behalf of the tenant and the Owner will be held responsible for any and all damages that may occur or cleaning that may be needed from the rental of the clubhouse.

NOISE/NUISANCES

1. Nuisances: Article IX, Section 9.8 of the Declaration of Covenants, Conditions and Restrictions. No rubbish or debris shall be placed or permitted to accumulate anywhere within the Condominium Project, and no odor shall be permitted to arise there from so as to render the Condominium Project or any portion thereof unsanitary, unsightly or offensive. No noise or other nuisance shall be permitted to exist or operate upon any portion of any Unit so as to be offensive or detrimental to any other Unit or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Owners or their tenants shall not be located, used, or placed on any portion of the Condominium Project. Alarm devices used exclusively to protect the security of a Unit and its contents is permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.
2. Quiet hours are designated as 10:00 PM to 7:00 AM. Residents are required to refrain from causing unreasonable disturbance to other owners or occupants.

3. At no time may a unit owner or occupant play or operate a musical instrument, a television, radio, or music player at such high volume or in such a manner to cause unreasonable disturbance to other unit owners or occupants. If such sound can be heard and understood by persons of normal sensitivity within other units with doors and windows closed, and air-handling systems on, it will be considered too loud.
4. No clothing or household fabrics shall be hung, dried, or aired so to be visible from the common areas or ~~owners-resident's~~ units.
5. No fireworks are allowed on the property at anytime.

PETS

1. A maximum of two household pets is permitted per unit without written approval of the Board, excluding caged birds and aquarium fish. Pets over 25 pounds are not permitted. If the weight of the pet is questionable, the owner may be required to provide the association proof of weight from a licensed veterinarian.
2. Pets must be carried or be on a leash and under the control of the resident at all times when outside the unit. The Board strictly enforces Clark County leash laws.
3. No pet is permitted to make excessive noise or otherwise constitute an unreasonable annoyance to others. Excessive noise from an animal should be reported to Animal Control during each occurrence, as well as to the Management office.
4. Pet owners are responsible for the **PROMPT AND PROPER** removal and disposal of all animal waste. Do not allow your pets to defecate and urinate on your patio. Due to health concerns, owners may be subject to fines if not adhered to.
5. Pets may not be left unattended on a patio or balcony. Pets may not be tied to trees, stairways or other common area elements.

RECREATIONAL AMENITIES

This category includes the clubhouse, exercise room, and pool and spa areas.

The following rules apply to ALL of the recreational amenities:

1. Guests are limited to four per unit at any one time. An adult owner or tenant must accompany any guest under the age of 14. The recreational amenities are for the use of owners or tenants and their guests only. Use may be restricted by the Board of Directors for delinquent dues, or deliberate abuse of the amenities or as a result of violations of the

governing documents after a hearing has been held in accordance with NRS 116.

3. Animals, except for certified service animals, are not allowed **at anytime**. You may be asked to provide proper documentation showing your pet is a service animal if you make this claim.
4. Excessive noise is not allowed. Noise level must be kept to your personal area only in order not to disturb others. Radios and other noise producing equipment are allowed only when used with headphones.
5. Owners will be held responsible for the conduct of family members, guests, and tenants in accordance with the governing documents. Damage to any of the recreational amenities will be assessed against the owner's account.
6. ~~The amenities are open 24 hours per day.~~ Quiet hours are from 10:00 PM to 7:00 AM.
7. All trash and waste shall be deposited in trash receptacles. Cigarette butts are to be disposed of properly in the ash tray only. **SMOKING IS NOT PERMITTED** in the weight room, club house or pool area.
8. Keys to all amenities are not to be given to non-residents for security reasons.
9. No loitering in the exercise room is permitted at any time.
10. No glass is permitted at any time.

BARBECUES

1. Only electric barbecue grills are allowed on patios and or balconies in accordance with all City codes. **NO CHARCOAL, NATURAL GAS OR PROPANE IS PERMITTED.**
2. Owners may not barbecue anywhere on common property other than their patio/balcony with the appropriate BBQ's as listed above.

CLUBHOUSE/EXERCISE ROOM

1. Adult supervision is required at all times for anyone under the age of 16 while in the clubhouse and exercise room.
2. Residents are to lock all clubhouse doors when entering and exiting to ensure the security of the premises.
3. No WET bathing attire is allowed in the clubhouse or exercise room, except for rest room use.
4. No smoking is allowed in the clubhouse, pool area and exercise room.

POOL AND SPA

1. THERE IS NO LIFEGUARD ON DUTY; SWIM AT YOUR OWN RISK.
- ~~4-2.~~ The pool/spa area is open daily from 7:00 A.M. – 10:00 P.M.(CLOSED from 10:00 P.M. – 7:00 A.M.). Pool/spa area open days/times are subject to change at any time at the direction of the Board of Directors.
- ~~2-3.~~ All persons using the pool and spa do so at their own risk. The Association assumes no liability. Observe the rules posted for the pool and spa.
- ~~3-4.~~ All life saving equipment and the phone are for emergency use only.
- ~~4-5.~~ GLASS CONTAINERS ARE PROHIBITED! Eating and drinking in the pool and spa are prohibited. Those activities are permitted in the designated and canopy areas only. Smoking is **NOT PERMITTED** within the pool area at any time.
- ~~5-6.~~ Unruly behavior, unsafe conduct, rowdiness, cannonballing, and unnecessary noise or interference with other persons in the pool area is not permitted. Running, pushing, jumping and excessive splashing is not permitted. Diving is prohibited.
- ~~6-7.~~ The rock waterfall is for decorative purposes only and climbing, wading, etc. is not allowed.
- ~~7-8.~~ Adult supervision is required for persons under the age of 14 in the pool and spa. This is in accordance with the Clark County Health District Regulations.
- ~~8-9.~~ No swimming in the spa is permitted at any time.
- ~~9-10.~~ All persons must use appropriate swimsuit attire. No street clothes or thong bathing suits are allowed in the pool or spa. Swim diapers must be used on all children not yet potty trained. No actions are allowed that would cause contamination of the pool or spa.
- ~~10-11.~~ Rafts or inflatable devices will be restricted during heavy use periods in the pool.
- ~~11-12.~~ Styrofoam or other objects made from material that may chip or flake are not permitted in the pool because of potential damage to pool equipment. NO BALLPLAYING of any kind is permitted in the pool area, pool or spa.
- ~~12-13.~~ Gates to the pool area must remain locked at all times. Propping the gates open or leaving gate ajar is not permitted. This is in accordance with Clark County Health District Regulations.
13. Umbrellas on all tables around pool should be lowered after use.

14. Service and maintenance problems should be reported to the management company immediately.

CLUBHOUSE RENTAL

1. USE OF THE EXERCISE ROOM AND POOL/SPA ARE NOT INCLUDED IN THE CLUBHOUSE RENTAL and their use is prohibited by the renter and guests during the reserved function. If this rule is violated, clubhouse renter risks forfeit of deposit.
2. Reservations may be made by owners for parties, gatherings, birthdays, social events, etc. through an application obtained from the management company and by submitting deposits and rental forms at least ~~seven (7) days in advance~~ fourteen (14) days prior to the reservation date. The reservation is subject to availability and approval by the Board of Directors.
3. The clubhouse may not be rented for commercial purposes and any activity contrary to state, city, or county ordinances is prohibited. No products may be ~~displayed or sold~~ in/at the clubhouse for the profit by of any individual or commercial enterprise, excluding non-profit organizations.
4. Association functions take precedence for use of the clubhouse.
5. The renter is responsible for set up, pick up and deliveries prior to the event and complete clean up immediately following the event. The renter provides all equipment and supplies needed for the event.
6. Events must end by ~~12:00 A.M. midnight~~ 10:00 P.M.. Renters and their guests need be mindful of the quiet hours in the community, which are ~~10:00 P.M. to 7:00 A.M.~~ 10:00 P.M. to 7:00 A.M.
7. The premises will be inspected before and after each rental.
8. Live bands, DJ's, etc. are not permitted nor are noises which may unnecessarily disturb other residents.
9. A maximum of 50 persons are permitted at any event in the clubhouse.
10. ~~If alcohol is served, no one under the age of 21 shall be served alcohol while on the premises. In accordance with Nevada State Law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at the rental function, no minors are to be present without parental permission.~~
11. Red colored beverages are not permitted due to risk of damage they may cause.
12. A damage deposit of \$500.00 and cleaning/service deposit of \$75.00 are required in two separate checks made payable to the Pacific Deerfield

HOA Owners Association and must be submitted at least 7 days prior to the planned event. These checks will be turned in at deposited/cashed and a refund the time a rental form is filled out and returned to the management company. Refund of deposits is subject to costs incurred for any damage to the premises or cleaning service required.

13. Furniture may not be removed from the interior of the clubhouse. Furniture may be moved within the clubhouse; ~~however~~however, a service charge will be incurred if the furniture is not returned to its original position at the close of the event.

14. Each owner renting the clubhouse is required to obtain a Special Events liability insurance policy naming the Pacific Deerfield Owners Association as an additional insured, with a minimum policy of \$1 million. A certificate of insurance will be required naming the Association as an additional insured prior to finalizing/confirming your event.

15. The Association will not finalize your reservation until both deposit checks and the certificate of insurance are received. The certificate of insurance must be received at least 7 days prior to your planned event or you will not be able to use the clubhouse.

~~13.~~16. Please fully review the Pacific Deerfield Clubhouse Usage Rules and Rental Agreement which requires an owner's signature. This standalone document provides further detailed information and requirements regarding clubhouse rentals and may be amended from time to time.

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REFUSE CONTROL

1. All trash, debris, waste, and other such items must be stored in heavy duty plastic trash bags and **MUST BE** secured tightly at the opening. Such containment must be maintained in a sanitary manner so that no odors are permitted to arise therefrom. It is **strongly recommended** to use a plastic trash can/container to hold garbage for pick-up whenever possible.
2. Garbage contained in the above manner may be placed out for collection no sooner than 6:00 P.M. the evening before the collection day and must be taken in no later than midnight of collection day. **Garbage collection days are Tuesdays and Fridays.** Garbage is collected on holidays.

SIGNS AND HOLIDAY DECORATIONS

1. One 18" X 24" sign is permitted when advertising a unit for sale or rent. The sign must be located in the window of the unit. A political sign may be displayed within a unit or owners limited common area, if it is no larger than 24 inches by 36 inches in size. Alarm monitoring signs in windows or on doors are permitted. Any other sign requires prior written approval by the Board.
2. Signs are not permitted in the common areas without the prior written approval of the Board of Directors.

3. Owners may use the interior of the association bulletin board for posting personal items for sale. A 3 x 5 card with a maximum 14-day posting time will be permitted. Please send advertising to the Management company. The association reserves the right to monitor or disallow the message.
4. Holiday decorations and lights may not be placed or erected in the landscaped common areas. All decorations and lights must be removed within two (2) weeks following the holiday.

STORAGE

1. Bicycles, tricycles and other play equipment, wading pools, baby strollers and similar items may not be stored in a manner such that they are visible from streets or adjacent property. These types of item may not remain stored or placed on common areas at any time.

STREETS AND PARKING

1. **THE SPEED LIMIT WITHIN THE PROPERTY IS 10 MPH.**
2. NO SKATEBOARDING, ROLLER BLADING OR RIDING SCOOTERS IS ALLOWED WITHIN THE PROPERTY. Bicycles are limited to being ridden on the asphalt, street area. The above is for safety concerns.
3. Washing vehicles is not permitted on the property due to inadequate drainage and water conservation.
4. Vehicle fluids are not allowed on streets within the property. Owners are responsible for the immediate cleaning of any fluids from the street. Any cost to the Association for cleaning will be assessed to the individual's account.
5. Repairs, restorations, and fluid changes are permitted only within the garages, provided such activity is not a nuisance to the other owners or residents.
6. Automobile for sale signs are permitted provided they are displayed in a neat and clean manner. Signs must be no larger than 8 ½ X 11 in size.
7. Parking in fire lanes, red zones, and **IN FRONT OF GARAGES** is not permitted. Vehicles are subject to immediate towing at the owner's expense.
8. Parking and Vehicular Restrictions: Article IX, Section 9.11 Declaration of the Covenants, Conditions and Restrictions. Owners shall not park, store or keep on the driveway or any street (public or private) within the Property 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 motor home; any bus, trailer coach, camp trailer, boat, aircraft or mobile home; or any inoperable vehicle. Subject to Board approval,

camper trucks and similar vehicles up to and including one ton when used for everyday-type transportation may be kept on property. No Owner shall park, store, or keep anywhere within the Property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board. All trailers, campers, and similar recreational vehicles shall be parked in enclosed garages and may be parked common parking for a maximum twenty-four (24) hour period to allow for loading or unloading. If more time is needed, a request must be made to the Board through management.

9. Large moving vans or any vehicle/truck over forty (40) feet in length are prohibited from entering the property at any time without prior Board approval.
10. Unregistered or inoperable vehicles are not permitted to be parked on any street or open parking space within the property. These vehicles are subject to being tagged and subsequently towed at the owner's expense.
11. Unassigned parking spaces are for the use in common of all owners, residents, and guests. Storage of vehicles is not permitted. Any vehicle parked in an open space and not moved within 48 hours will be considered storage and will be tagged and towed at owner's expense. If a resident is going on vacation or having company, and a vehicle will be parked in a location more than 48 hours, they should contact management to apprise them of the parked vehicle.
12. Back in parking is not permitted anywhere on the property.
13. Owners are required to park in the garage **at all times** before parking is permitted in an open space.

WINDOW COVERINGS

1. Only draperies and customary window coverings are allowed such as blinds, valances, etc. All window coverings shall be lined with white or off white when visible from the outside.
2. Reflective tint, foil, sheets, blankets, paper and other such materials are not permitted as window coverings.
3. Interior window tinting, window screens, and solar screens are permitted with the prior written approval of the Summerlin North Design Review Committee.

UNIT MAINTENANCE AND USE

1. The maintenance responsibilities of the owners and the Association are contained in the CC&Rs.
2. No business or commercial use of a unit that significantly increases traffic or the presence of non-residents within the property is permitted.

3. No business or commercial use of a unit that creates a condition to prevent parking vehicles in the garage is permitted.
4. Any business activity must be incidental to the use of the unit as a residence.