

**TIDES I
HOMEOWNERS
ASSOCIATION**

RULES

REGULATIONS/

COLLECTION POLICY

FEE SCHEDULE

TIDES I HOMEOWNERS ASSOCIATION

Rules and Regulations

Please read and keep this document. Owners and/or Residents are responsible for knowledge of the contents and observances of the Rules and Regulations as set forth.

NOTE: The term "owner" as used in these Rules and Regulations apply to tenants, residents, and guests.

INTRODUCTION: The Board of Directors of the Tides I Homeowners Association, pursuant to Nevada Revised Statutes Chapter 116, has the authority and the responsibility to conduct, manage and control the affairs and business of the Tides I Homeowners Association, and to adopt, amend, repeal and enforce reasonable rules and regulations for the Association property. The Board also is responsible for enforcing the Covenants, Conditions and Restrictions (CC&Rs) found in the declaration.

These Rules & Regulations are intended as a supplement to the Covenants, Conditions and Restrictions (CC&Rs) of the Tides I Homeowners Association. In addition to these Rules and Regulations, the Association's CC&Rs impose certain restrictions and obligations on the Community, tenants, and their guests. **Violation of any law is a violation of Association CC&R's and Rules and Regulations.**

COMMON AREA USE

The developer has provided, and the Association will continue to maintain common areas which include entry gates, pool area, parks and streets as shown on the recorded subdivision plat map. Usage of these areas is on a first come first serve basis.

- A. Common areas that are open for resident's use include streets, park and swimming pool area. Residents are NOT to use the desert or landscape areas for walking, biking, parking, or any other reason.
- B. Common areas may not be used for storage purposes, or in any manner which would increase the rate of insurance.
- C. No activity is permitted which causes damage to or defaces common areas and improvements thereon. Individuals responsible for any such damage will be expected to reimburse the Association for all expenses incurred in the replacement or restoration of damaged items.

Vehicles & Parking Restrictions

1. PRIVATE VEHICLES.

- A. **MAXIMUM SPEED LIMIT IS FIFTEEN (15) MILES PER HOUR THROUGHOUT THE PROPERTY.**

- B. Residents may not park on the street. Violators are subject to having their vehicles towed and/or fines. A vehicle will be tagged and towed/booted, if not removed from the street in 48 hours after the tagging.
- C. **GUEST PARKING RULES:** No vehicle shall be parked on any road or street in the community except for automobiles or motor vehicles of guests of units, which may be parked on a road or street in the community on not more than two (2) occurrences or two (2) days in a seven (7) day period. A Visitor Tag must be displayed on the rear view mirror or on the front dashboard so that it is visible from the exterior of the vehicle at all times. Residents using a Visitor Tag will be cited and may face possible towing and/or fines.

Non-compliance with the above requirements will be at the owner's expense.

- D. Commercial vehicles are not permitted to be parked on streets or driveways or on any street so as to be visible from neighboring property without the prior written approval of the Architectural Committee (ARC) except as permitted in Article 4, section 4.17 of the CC&Rs.
- E. Recreational vehicles including, but not limited to boats, trailers, RVs may not be parked, maintained, constructed, reconstructed or repaired on any Unit or Common Element or any street so as to be visible from Neighboring Property without the prior written consent of the ARC except for ingress and egress purposes only.

EXCEPTION: A 24-hour parking rule applies to vehicles used for the express purpose of loading and unloading.

- F. Repairing and restoration of vehicles is not permitted unless completely within the enclosed garage and not causing a disturbance to others.
- G. Vehicles, which leak fluids, are not permitted to park within the community. Oil stains and any leaking fluid from any vehicle onto any street or driveway is to be cleaned up immediately. Any cost of pavement repair and/or clean-up caused by leaking fluids will be the responsibility of the homeowner.
- H. Storage of inoperable or unregistered vehicles is prohibited on the streets of the Association.
- I. Licensed motorcycles and vehicles anywhere in the complex shall operate at low rpm engine speed to minimize noise pollution.
- J. No All Terrain Vehicles (ATVs) are to be operated within the Tides I Homeowners Association, including any non registered motorized vehicles. This includes ingress and egress (coming in and/or going out of the community). These types of vehicles will either have to be driven out on a regular car/truck or walked out.
- K. **ABANDONED VEHICLES:** A vehicle shall be deemed abandoned and towed within Forty-Eight (48) hours of a notice posted thereupon if:

1. The vehicle is in a state of disrepair rendering it incapable of being driven in its present condition.
 2. The vehicle does not have current registration decals or is unlicensed, is inoperable or disabled.
 3. The acts of the owner and condition of the vehicle indicate that the vehicle has been abandoned.
- K. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress and egress to and from a driveway, parking spaces, intersections, emergency entrances (crash gates) or other common property. Any vehicle that is parked in violation of this section is considered to be interfering with ingress and egress to and from a unit for the protection, health, safety, comfort and welfare of the respective family residing therein, or for the protection of the Association, and may be removed by the Association without notice to the owner of said vehicle and at the owner's expense.
- L. The Board may designate a person, persons, or committee to make determination of violations and to place stickers and notices on vehicles. Members of the Board of Directors or its agent shall notify the appropriate companies or individuals regarding removal of vehicles from the property.
- M. The Board may designate a person or company to boot or tow a vehicle.

Assessment Fees, Delinquency Collection Policy and Fine Schedule

Assessment Fees:

By acceptance of a deed to a Home in Tides I Homeowners Association, each Unit owner has agreed to pay to the Association:

1. Annual assessments for common expenses (i.e. Association Dues), Special Assessments, Capital improvement assessments (a charge for reconstruction or additional improvements of common elements), penalties and fines which have been levied.
2. Checks are to be made payable to Tides I Homeowners Association.
3. Association dues should be mailed directly to the address provided on the coupon's or statements provided by the Association.

ASSESSMENT AND FINE COLLECTION POLICY

1. Owner shall be responsible to pay all assessments and special assessments. If Owner becomes delinquent with respect to regular assessments or special assessments, then Owner shall be responsible to pay all assessments plus any collection related costs allowed by law. If Owner fails to pay assessments in a timely manner, the Association shall have the right to record a notice of delinquent assessment against the property, record a notice of default against the property, record a notice of sale against the property, and foreclose on the property pursuant to Nevada Revised Statutes Chapter 116, as described in more detail below. In addition, Owner shall be responsible to pay reasonable collection fees related to the collection of delinquent assessments. Attached is an approximate schedule of fees Owner shall be responsible to pay. The attached schedule of collection fees will be superseded by any regulations adopted by the Nevada Real Estate Division on the date such regulations become effective.

2. Owner shall be responsible to pay all fines. A schedule of fines is attached to this Collection Policy. If Owner fails to pay any fine, then Association may lien Owner's property and Association has the right to charge any amount allowed by law to collect unpaid fines from Owner. The Association does not have the right to foreclose on a lien for fines. Please be aware that fines are treated differently than assessments. The Association cannot foreclose on a lien for fines. However, the Association can foreclose on a property is Owner fails to pay regular or special assessments in a timely manner.

3. Regular Assessments shall be due on the **1st day of each month**.

4. Regular and special assessments shall be delinquent if not paid **within thirty (30) days** of the due date.

5. There shall be a late charge of **(\$10.00)** for any assessment that becomes delinquent.

6. The Association may charge interest at the rate allowed by law on any assessments more than thirty days past due. Per NRS 116, this rate is set at 2% above prime annum.

7. A notice of intent to lien may be sent to any Owner who becomes delinquent in the payment of any assessment.

8. If an Owner becomes delinquent, a lien (notice of delinquent assessment) shall be recorded and mailed to the unit Owner and shall be recorded with the Clark County Recorder.

9. A Notice of Default and Election to Sell shall be recorded and mailed to an Owner that fails to pay in full all assessments due to the Association within the time required by the lien (notice of delinquent assessment).

10. The Association shall record and mail a Notice of Sale setting forth the date for the sale of the unit of any Owner who fails to pay in full all assessments due to the Association within the time required by the Notice of Default and Election to Sell.

11. An Owner shall be responsible for all reasonable collection fees, legal fees and costs the Association incurs in attempting to collect any delinquent assessments. The legal fees and collection costs associated with collecting unpaid assessments are significant. The more steps to collect delinquent assessments, the more legal fees and collection costs will be added to the delinquent Owner's account. Thus, the Association strongly advises that all Owners ensure assessments are paid when due.

12. The Association may enter into good faith agreements with Owners to set up a payment plan for delinquent assessments. However, if an Owner refuses to enter into a payment plan acceptable to the Association or if an Owner fails to comply with the terms of a payment plan, the Association shall proceed to collect the delinquent assessments as set forth herein.

13. The Board must approve all write-offs of debt.

14. The community manager shall provide timely updates and reports as necessary.

15. The Association has the right to collect any delinquent assessments in any manner allowed by Nevada law.

16. This Assessment and Fine Collection Policy was approved by the Board and was adopted on October 28, 2009 and supersedes any previous Collection Policy.

**SCHEDULE OF COLLECTION RELATED FEES
FOR DELINQUENT ASSESSMENTS**

1. Late notice at 15 Days	by Management	No charge
2. First warning at 30 Days	by Management	\$10.00
3. Second warning at 60 Days	by Management	\$15.00
4. Final Warning at 90 Days	by Management	\$25.00
5. Notice of Intent to Lien:	by Management	\$100.00
6. Notice of Intent to Lien from Collection Agent		\$195.00
7. Notice of Delinquent Assessment:		\$375.00
8. Notice of Default:		\$400.00
9. Title Search at time Notice of Default recorded:		\$375.00
10. Notice of Sale Fees:		\$1,500.00
(which may include Notice of Sale, Trustees Fees,		
11. Publishing & Posting, Conducting Foreclosure Sale)		
12. Recording fees:		\$14.00 for first recorded page \$1.00 for subsequent pages of document
13. Mailing fees:		\$8.00 per certified/ regular mailing
14. Bankruptcy Fees:	None unless awarded by Bankruptcy Court	
15. Statement to Trustee Fee charged by Management		\$200.00
16. Payment Plan		\$30.00 per month
17. Escrow Demands		\$200.00
18. Any legal fees awarded by court		

The above fees may vary slightly depending on the company the Association has retained to perform collection services. The Nevada Real Estate Division was instructed by the Nevada legislature to adopt regulations setting forth the fees that may be charged related to the collection process. This schedule of fees will be superseded on the date such regulations adopted by the Nevada Real Estate Division become effective.

**SCHEDULE OF COLLECTION RELATED FEES
FOR FINES**

1. Notice of Intent:		\$50.00
2. Notice of Delinquent Assessment:		\$375.00
3. Recording fees:		\$14.00 for first recorded page \$1.00 for subsequent pages of document
4. Mailing fees:		\$8.00 per certified/ regular mailing
5. Bankruptcy Fees:	None unless awarded by Bankruptcy Court	
6. Payment Plan		\$25.00 per month
7. Any legal fees awarded by court		

FINE SCHEDULE

Fine schedule is outlined by the following categories. If the violation falls under a particular category then the following schedule applies: a courtesy letter will be sent to the homeowner detailing the violation, after ten days of non-compliance, a hearing letter will be sent. If the violation continues, then in accordance with NRS 116.31031 the applicable fine will be assessed after the hearing, a cure period of 14 days will then be given and the violation if still not cured will begin as a continuing violation at the rate \$100 per week. General examples of different categories are outlined below.

Category I - \$25

- Trash Cans
- Improper Installation of Satellite Dishes
- Oil Spills on driveway
- Noise Nuisance
- Weeds

Category II - \$50

- Failure to submit lease agreement to Management
- Animal Feces
- Dead shrubs and/or trees
- Violation of park area rules
- Unkempt exteriors
- Excessive speed through community/unsafe driving
- Improper placement of signage

Category III - \$100

- Failure to repair structural exterior of home as specified by either Compliance Committee or the Board of Directors
- Oil spills on street/common areas
- Architectural violations
- Improper Parking
- Dead/Dying Grass

Category IV – Unknown Amount

Health and safety violations will be fined in accordance with NRS 116 at an amount to be determined by the board of directors at the time of the hearing.

Damage to Common Elements – Cost of Repair

Per NRS 116.31031: Once a violation is deemed to be a continuing violation, fines may continue at the rate of up to \$100.00 per week until the property is brought back into compliance. This does not apply to health and safety violations.

Penalty & Procedure Policy

ALL COMPLAINTS REPORTED TO THE ASSOCIATION MUST BE IN WRITING AND SIGNED BY THE COMPLAINANT.

PEACE DISTURBANCES ARE A POLICE MATTER AND THE AFFECTED UNIT OWNER OR RESIDENT IS RESPONSIBLE FOR CALLING THE POLICE AND REGISTERING A COMPLAINT.

Routine violations will be processed as follows:

A “Friendly Reminder” letter may be sent to remind the alleged offending member of the Association Rules. The alleged offending member is allowed ten (10) days to cure the violation. THIS IS NOT A MANDATORY LETTER; a “Hearing” letter may be sent instead if the violation calls for an immediate cure.

1. If the “Friendly Reminder” letter is not adhered to, a “Notice of Hearing” letter will be sent to the owner of the unit at the cost of the owner advising of possible sanctions which may be imposed if the situation is not corrected. The letter informs the alleged violator that a hearing date has been set by the Board, or a designated committee, to allow the alleged offending member to appear in person to be heard.

Hearing: If the alleged violating member fails to cure the violation or to notify the Board of their intent to be heard the Association may proceed with the meeting on the member’s alleged violation, consider all relevant evidence, and render a decision on the alleged violation without hearing from the member. A “Result of Hearing” notice is sent by the Association informing the member of the disposition of violations and sanctions, if any, and how the member may appeal. At the hearing, and within the time limits set by the Board, the accused member may present any evidence or make any statement relating to the violation either in person or in writing.

Upon hearing all of the evidence, the Board or its designee may, by majority vote:

- a. Find that no violation exists, or
 - b. Find that the member is in violation and impose the penalty as set forth herein.
2. In the event it is determined that a violation exists or was committed, the Board of Directors or its designee may order any or all of the following penalties:
 - a. Special assess the member according to the following fine schedule and collect such assessments as provided in the CC&Rs and in accordance with NRS 116.31031. Sanctions may include the following:
 - b. Suspension of the right of the member to use any common area facilities owned, operated or maintained by the Association.

If, after the hearing, the offending member refuses to abide by the decision imposed by the Board or its designee, the Association may, without further notice, elect to compel compliance with such

decision as provided for in the CC&Rs, including, but not limited to, placing a lien against the member's home in the Association, pursuant to Nevada State Statutes and Governing Documents of the Association.

Signage

- A. Only one (1) typical real estate sign, not to exceed 24" by 24", advertising a home for sale or rent shall be erected or displayed on any lot or other object. The sign must be installed so as not to overhang a sidewalk or street.
- B. Political Sign Rules are pursuant to NRS 116.325 Right of units' owners to exhibit political signs in certain areas; conditions and limitations on exercise of right.
 - 1. The executive board shall not and the governing documents must not prohibit a unit's owner or an occupant of a unit from exhibiting one or more political signs within such physical portion of the common-interest community as that owner or occupant has a right to occupy and use exclusively, subject to the following conditions:
 - (a) All political signs exhibited must not be larger than 24 inches by 36 inches.
 - (b) If the unit is occupied by a tenant, the unit's owner may not exhibit any political sign unless the tenant consents, in writing, to the exhibition of the political sign.
 - (c) All political signs exhibited are subject to any applicable provisions of law governing the posting of political signs.
 - (d) A unit's owner or an occupant of a unit may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate, political party or ballot question.
 - 2. The provisions of this section establish the minimum rights of a unit's owner or an occupant of a unit to exhibit political signs. The provisions of this section do not preempt any provisions of the governing documents that provide greater rights and do not require the governing documents or the executive board to impose any restrictions on the exhibition of political signs other than those established by other provisions of law.
 - 3. 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.
- C. No signs of any kind are allowed in windows or on common walls. No vendor signs shall be permitted with the exception of one (1) Alarm Company sign, if that is the alarm company used for monitoring.
- D. Any other signage must be submitted to and approved by the ARC prior to installation
- E. Common Property Use – No signage may be installed on the common area property without the Board of Director's approval.

Garages

- A. Modification of garages to rooms or recreational areas is prohibited.
- B. Garage doors are to remain closed.

Animal Restrictions

- A. There are to be no more than two common household pets are permitted per unit. Pets are to be on a leash and controlled by the pet owner at all times when outside the confinements of the residence. Loose pets can be turned over to Animal Control by any resident.
- B. Pet owners are responsible for the immediate removal of all solid waste deposited on common areas, individual lots or any other portion of the property. Homeowners shall keep their pets from using other homeowner's lots to relieve themselves.
- C. Barking and other such noise caused by a pet is to be kept to a minimum. Attempts must be made by the owner to attempt to resolve the issue with the owner of the animal and if necessary, calls must be made to animal control prior to management.
- D. Owners must accompany their LEASHED pets at all times.
- E. Members, Residents and Guests shall indemnify and hold the Association, other Members, Residents and Guests, harmless from any and all damage and/or injury incurred by an animal owned by or under the control of a Member, Resident or Guests.
- F. No animal shall be kept, bred or maintained for commercial purposes.

Occupancy

- A. Occupancy use is limited solely to residential purposes and no commercial activity or business of any kind shall be conducted from any portion of the residence, including all Common Areas and community facilities.
- B. Occupancy under a license or rental agreement shall not constitute membership in the Tides I Homeowners Association but does bind occupant to comply with the By-Laws, CC&Rs and Rules and Regulations.
- C. No sub-tenancy of any kind shall be allowed or permitted.
- D. No overnight, temporary or permanent occupancy within any motor home, recreational vehicle, camper or trailer shall be allowed on any portion of the Community.
- E. No garage, shed, tent, trailer or temporary structure of any kind shall be permitted for any purpose except for use related to construction and/or repairs
- F. Garage Sales or related type sales shall not be permitted.

Owner Registration/Rental of Units

All owners are required to submit an owner registration form to the Association. If the unit is leased, the tenant's information must be submitted as well.

- A. Owners who lease their units remain responsible for the actions of tenants and guests and will be notified by the Association if a problem arises.

- B. Each home may only be used for single family residential purposes. Time sharing/vacation rentals are not permitted.
- C. The Association is not responsible for providing keys or remotes to the common areas. The owner must provide these, at their costs.

Refuse Restrictions

- A. All trash, debris and other waste shall be disposed of in a sealed bag and placed in proper trash containers with a lid.
- B. Containers and recycling bins are to be maintained in a sanitary condition so that no odors arise and should not create litter or obstruct any person in anyway.
- C. Trash cans shall be stored out of sight from the view of the street. They must be either in the garage or placed in the rear yard.
- D. Trash containers and recycling bins may be set out twelve (12) hours before designated pick up days and trash containers shall be put out of view no more than twelve (12) hours after scheduled pick up
- E. No clothing, laundry or other such items are to be hung from or on any portion of the property visible to others.
- F. Landscape debris, branches etc. shall be disposed of immediately and per sanitation department policies.

Nuisances/Excessive Noise

- A. No home at any time is permitted to be or become unsanitary, unsightly or offensive to any other owner.
- B. Loud or irritating noises, external speakers, horns, revving of engines, wind chimes, bells, gongs or other sound devices (other than security devices used exclusively for such) are not permitted.
- C. Noisy or smoking vehicles, large power equipment or items which may interfere with television or radio reception of any owner, is not permitted to be used or located on any portion of the community.
- D. The Board shall have the right to determine, in accordance with the governing documents, the definition of a nuisance.

Holiday Decorations

- A. All holiday decorations, lights, etc. may be placed no more than thirty (30) days prior to the holiday and must be removed no later than thirty (30) days after the holiday.

Exterior Modifications

- A. All exterior improvements and alterations must be submitted to and approved in writing by the Board of Directors/Architectural Committee (ARC) prior to commencement of work.
- B. Architectural submittals are to include a completed architectural change form, complete plans and specifications showing the nature, kind, shape, height, color and materials to be used. All rear yard landscaping modifications should be submitted for as well.

Satellite Dish/Antenna Policy

Definitions:

- FCC:** The term FCC refers to the Federal communications Commission.
- Antenna:** The term antenna includes: (a) satellite dish; (b) TVBS – An antenna designed to receive over-the-air television broadcast signals; (c) MMDS – AN antennae designed to receive (wireless cable) programming services via multi channel, multipoint distribution services; (d) DBS – An antenna designed to receive direct broadcast satellite service..

Rules & Guidelines;

1. All Satellite Dish, MMDS and DBS antennas must be one meter (39”) in diameter or less to be permitted within the Tides I Homeowners Association. Antennas larger than one meter (39”) and TVBS antennas are prohibited unless approved by the Board of Directors/ARC.
2. Plans for antenna installation must be submitted to the Association’s Board of Directors/ARC for approval. The antenna may be installed before the request for approval is submitted; however, it is strongly recommended that Owners first secure ARC approval. If the antenna is installed before the plans are approved, the ARC may require the Owner to move the antenna, resulting in the Owner incurring additional costs to relocate, conceal or screen the antenna. The Owner shall make all reasonable efforts to minimize the visual impact the antenna may have on neighboring property. The ARC will consider size and type of antenna, make and model of antenna, location, reasonable screening/concealing options, signal quality, cost of compliance, among other factors. Any additional costs to conceal the antenna will take into account the cost of equipment or service and the visual impact of the antenna.
3. Antennas will be permitted only on property over which the Owner has exclusive use or control and a direct or indirect ownership interest. An Owner may not place an antenna on Common Area, Association owner property, or on the property of another Owner.
4. Concealment efforts shall be required in order to reduce the visual impact of the antenna. Painting the antenna to make it blend with its surroundings is required.
5. Antennas must be placed in “preferred” rear yard, ground mounted locations, and to the extent feasible, in locations that are not visible from: (a) the street; (b) common elements; (c) recreation areas; (d) other association owner property; (e) the home and yards of neighbors, IF this placement does not impair reception of an acceptable quality signal, delay installation, or clause the Owner to incur additional, unreasonable cost.
6. For safety reasons, antennas must be adequately and safely installed. Bolting and/or guy-wires may be required for safe use, operation and maintenance of the antenna, or to prevent damage or injury to the property or person of other or property over which the Association has a maintenance responsibility. No bolting or mounting of guy-wiring may be attached or affixed to Common Elements, Association owned property or the property of others.

The purpose of this Rule is to prevent injury to persons or property caused by antennas falling or being blown off the support in a wind,, other natural event, or as a result of use or maintenance by applicant.

7. For safety reasons, no antennas may be installed or maintained in such a location, or fashion, that results in the antennas obstructing; (a) a fire exit; (b) any fire safety apparatus (e.g. smoke alarm, fire alarm, fire extinguisher, fire hose, fire tools and/or equipment, etc); (c) access by a fire marshal or firefighter on fire department business: or (d) access by an owner, guest, tenant, invitee, or the like, to a neighboring property.

The purpose of this Rule is to prevent the delay or inability of fire and/or rescue personnel and equipment reaching a person or location where their help is needed.

8. The Association may enter an Owner's property, following reasonable notice to the Owner during reasonable times, to take comparative signed strength measurements and to verify the information on the application for Antenna Approval These measurements will be used to assist the Association in its' review of alternative antenna locations, where appropriate.

Landscape Maintenance

- A. Routine landscape maintenance of the front yard is the responsibility of the HOA. This includes weed removal, mowing of grass, trimming of bushes and trees (up to 12', after that it is the individual owner's responsibility) and blowing out of tree/plant debris. Replacement of plant material (trees, shrubs, grass, etc.) and irrigation lines in the front yard is the responsibility of the individual owner. Rear yard maintenance is the responsibility of the individual owners. The rear yard is to be kept free of weeds, plant debris, trash debris, etc. Fertilization is the responsibility of the individual owners.
- B. It is the responsibility of the homeowner to maintain the minimum plant count that was originally installed by the developer. Any deviations from that will require an ARC submittal to the Board of Directors/ARC Committee.
- C. Vacant homes are not exempt from routine landscape maintenance. Water must remain on at the home so that landscaping receives the proper amount of water.
- D. Proper setting of irrigation timers and routine irrigation maintenance is the responsibility of the individual owner.

Front, Side & Rear Yards

- A. Front yards, side yards, walkways, porches and to some extent rear yards are visible to others and must be kept clean at all times.
- B. No storage of trash or trash containers will be permitted in front or side yards.
- C. No boxes, refuse, bicycles, play equipment or other items may be stored in the front yards or in the side yards. They are to be kept in the rear yard and out of view from the street.

Window Coverings

- A. Solar screens may not be installed without the approval of the Architectural Review Committee.
- B. Window coverings shall be of a complimentary nature of the exterior of the home. Material with patterns that can be seen from the exterior of the home are not permitted.
- C. Newspaper, cardboard, foil or any other material shall not be displayed on any window.

Entry Gate System

The entry gate into the community is controlled and operated by a separate transmitter.

Residents may authorize guest entry by telephone. Guests may contact residents by dialing the four (4) digit code number assigned to the home.

All new owners/tenants need to complete the "Owner Registration Form" and return it in order to have their name programmed into the entry gate. All other changes (i.e. phone numbers, etc.) need to be reported to the management company.

RECREATIONAL FACILITIES GENERAL

- A. Anyone using the recreational facilities does so at their own risk.
- B. Collecting litter and repairing damage created by any resident or their guests is the sole responsibility of the owner and/or occupant.
- C. No pets of any kind shall be permitted in or about any recreational facility.
- D. Owners and/or occupants shall have priority over any guests in the use of any facility, at all times.
- E. Loud radios and portable television sets, excessive shouting, rowdy behavior and dangerous horseplay shall not be allowed. Violators will be asked to correct their behavior. If this behavior continues, the Board has the right to bring the owner to hearing and possibly assess fines.
- F. Owners who are delinquent in payment of assessments may have their right to use the facilities suspended for a period of time.

POOL RULES

The Association **DOES NOT PROVIDE LIFEGUARDS.** The swimming pool area is operated primarily for the use and enjoyment of the residents. The use of these facilities by guests is a privilege.

- A. Any person using the pool does so at their own risk.
- B. Appropriate swim suits shall be worn. No cut offs or other make shift attire will be permitted.
- C. Towels, clothing and other items must be removed when the residents/guests depart the pool area.
- D. Life saving equipment is for EMERGENCY USE ONLY.
- E. Plates, glasses or other such items in the pool area must be unbreakable. No glass of any shape will be permitted within the pool confines. This includes glass lotion bottles, beverage bottles, ashtrays and drinking tumblers.
- F. No alcoholic beverages are permitted.
- G. Absolutely NO food of any kind is permitted in the immediate pool area.
- H. Entrance to the pool is through the gates ONLY. Scaling the fence is PROHIBITED. The pool gate must be fully closed upon entering and exiting the pool area. The gate may not be propped open for ANY reason. This is a violation of the Health Department Rules and may cause a closure of the pool.
- I. Adjustment of any control regulating the pool, lights or other common services is prohibited.
- J. Replacement pool keys are available at management.
- K. The pool is open from 9:00 a.m. to 11:00 p.m.
- L. Only battery operated radios or stereos with headphones are allowed in the pool area.
- M. All persons must shower before entering the pool.
- N. No persons under the age of 16 are allowed in the pool area unless accompanied by a person over 18 years of age.
- O. Each person over 18 years of age may only supervise a maximum of three children under the age of 16.
- P. Children will adhere to the same standard of behavior as an adult. There will be no rowdiness, noise, jumping or interference with other leisure swimmers.
- Q. No running, pushing, cannon balling or splashing is allowed in the pool area.

- R. Because of the danger it presents to the equipment, no Styrofoam object may be used in or around the pool. Rafts will be allowed in the swimming pool provided they are only used for sunbathing. Should there be any rowdiness with the rafts; the offending party will be asked to remove it from the pool. Rafts or floats are NOT permitted in the pool during heavy usage periods; these devices reduce the swimming space for others.
- S. Sud foaming products such as shampoo, bubble bath and oils are extremely damaging to the pool and are prohibited. Persons using suntan lotion may not enter the pool before wiping off or showering off excess lotion.
- T. Owners will be held responsible, both financially and personally, for any damage or misconduct attributed to his/her guests and/or tenants.
- U. Any and all trash or waste is to be deposited in cans provided. Beverage can tabs and cigarette butts are included in waste in this paragraph.
- V. Persons having a skin disease, or inflamed eyes, nasal or ear discharges or any communicable disease may not enter the pool area.
- W. The furniture in the pool area is used for lounging purposes only. Do not stand upon, overturn, scratch, break or use in the pool.