



ARROWCREEK HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS (rev 8/21/18)

Notes: 8/21/18 added Resident Center keycard and guest use policy. Clarified holiday décor. 6/27/18 included no staging on common area from ADRC Guidelines, 6/6/18 included pool/spa draining from ADRC Guidelines. Revision of 12/5/17 clarify short term rental restrictions and parking. Add notice of Conflict of Interest Policy. Revision of 4/18/17 changed Moving Vehicles and added Trademark Policy; Revision of 12/6/16 – Clarification to Cart Paths; Revision of 6/7/16- Clarification of Parking Rule. The larger rule revision of 11-5-13, and subsequent rule updates, supersedes all previous rule versions including, but not limited to, the following previous resolutions: Motorized Scooter Policy (4/9/02); Holiday Decoration Policy (11/14/03); Traffic Enforcement Policy (9/25/07)

IN THE EVENT OF AN EMERGENCY, CALL 9-1-1.

*Rules and Regulations are intended to preserve the safety, appearance and enjoyment for all ArrowCreek homeowners, occupants and visitors and to protect the common areas from damage and abuse. **Please read and observe these Rules as well as additional restrictions in the CCRs. All renters must receive a copy of these Rules at the time of renting. Violations of the Rules and Regulations, by homeowners or their guests/renters could result in the responsible homeowner being cited and fined.***

ENFORCEMENT OF ASSOCIATION DOCUMENTS

The ArrowCreek Homeowners Association Board of Directors has the power to enforce these Rules and Regulations to the full extent of the CC&R's and By-Laws, and to the full extent of the Nevada Revised Statutes Chapter 116. For exterior modifications of your property of any kind or scope, refer to the ADRC (Architectural Design Review Committee) Guidelines for additional regulations. The powers of the ArrowCreek Board of Directors, as stated in the CC&R's and the By-Laws, are not in any way limited by these Rules and Regulations.

Per Nevada Revised Statutes the Association may impose reasonable fines for violations of the governing documents of the Association. The Board of Directors may levy fines against any homeowner who violates the Rules and Regulations. It is the responsibility of the property owner to be sure that guests and/or tenants follow the Rules. The homeowner may be fined for their violations as well as those of their guests and/or tenants. The enforcement policy is as follows. A fine schedule is also part of this document:

Guidelines and Procedures:

1. **Violation Reporting:** Management, Security, Operations, and/or a Board representative may conduct property inspections for violations. Violations of the Association's CC&Rs/Rules are generally reported by Security, a homeowner as a written complaint, by management or the Board of Directors upon inspection of the property. A complaint from a homeowner must be in writing and sent to the management office (this includes regular mail, fax, and/or email). A homeowner complaint will be researched and processed.

- **Courtesy Notice:** If a first violation is noticed a formal courtesy letter is sent notifying the owner and if applicable the **tenant**, that to avoid further action they must stop and/or correct the violation.
- **2nd and/or continuing Violations - Hearing Notice:** If a second and/or continuing violation occurs, a formal hearing letter is sent notifying the owner of a hearing date and that a fine may be assessed. If at the hearing the violation is confirmed, or the owner chooses not to attend the hearing then the fine(s) may be assessed against the property account. Per the governing documents and NRS 116 the board may impose a fine in the amount of up to \$100.00 per violation and per occurrence (a fine can be greater if the violation is health & safety).
- **Continuing Violations – Additional Fines:** If after the hearing and assessment of the initial fine, the violation continues or is not cured as directed (generally within 14 days, or within any longer period that may be established by the board, or a shorter period if health and safety), the violation shall be deemed a continuing violation. Thereafter, the board will impose additional fines up to \$100.00 for each continued violation or for each period of time as determined by the board that the violation is not cured (see fine schedule). Any additional fine may be imposed without notice to the owner or an opportunity to be heard. Per Nevada law, fines are assessed on a separate account than assessments. Collection actions may be taken and a lien may be filed against a property for non- payment of fines.

Fine Schedule: A fine schedule is attached as part of these rules.

Association Fees: Association fees (monthly assessments) are due on the 1st of each month and are considered late if not received by the 30th. A late fee of \$25 plus interest as allowed by law will be assessed on past due payments. Per Article III,

Section 13 of the CC&Rs, the Association will enforce the suspension of privileges to include voting rights and access to the Resident's Club and other amenities, for accounts 90 days or more past due, or in collection. Refer to the Association's Collection Policy for the enforcement process on the collection of delinquent assessments and fines.

Article IV, Section 2 – 'Business or commercial Uses (revised 8/14/12): All business, trade, commercial, garage sale, moving sale, rummage sale, or similar activity is prohibited, except that a Lot Owner or lessee may conduct business activities on a Lot so long as: a) the existence or operations of the business activity is not apparent or detectable by sight, sound or smell from outside the lot; b) the business activity conforms to all zoning requirements and other applicable laws for the Subdivision; c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to door or telephone solicitation of residents of the Subdivision; and e) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision as may be determined by the board. *The board has set policy to allow children's food & beverage stands (i.e. lemonade stands) on residential streets where they do not create a hazard.*

Short Term Rentals Prohibited – Clarification of Article IV, Section 2 above, Added 11/7/17: Rentals of less than 30 days are considered commercial transient (see NRS 116.340(4)(b)) and are prohibited by the ArrowCreek HOA. For all allowed rentals in ArrowCreek (30 days or more) a copy of the signed lease is required and must be provided to ArrowCreek Security. Please be reminded that Owners are responsible to make sure that their tenants and guests abide by the rules of the Association.

Article IV, Section 4.12 – Garbage/Trash Receptacles:

No garbage, refuse, rubbish or obnoxious or offensive material shall be permitted to accumulate, be dumped or buried on any lots, and lot owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice. Trash receptacles shall be kept hidden from public view at all times, except when placed out for collection. Trash for collection may be placed on the street right of way line for a period not to exceed twelve (12) hours prior and subsequent to the collection service pickup time. The Association may designate an area at the intersection of a street with a common driveway (i.e. a driveway which serves more than one (1) lot), which area may be within the street right of way or on a lot, for the placement of trash receptacles for collection.

Article IV, Section 4.14 – Nuisances (revised 8/14/12):

No use of any lot or structure subject to this Declaration shall annoy or adversely affect the use, value, occupation, and enjoyment of any adjoining lot or of residence in the subdivision, in general. No noxious, offensive or disturbing activity of any kind shall be permitted, *including, but not limited to incessant dog barking.*

Quiet Hours (revised 8/14/12): Quiet hours are from 10:00 PM to 7:00 AM Monday through Friday and 10:00 PM to 8:00 AM on Saturday and Sunday and holidays (*New Years Eve Day, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day*). This includes, but is not limited to, landscaping maintenance noise, radios, loud talking, etc.

Construction Hours (revised 8/14/12): Except in the event of an emergency, construction hours are limited to Monday through Friday, 7:00 AM to 6 PM, and Saturday, 8:00 AM until 5:00 PM. No outside construction activity of any kind is allowed on Sundays or holidays. *Inside construction work cannot have a noise impact to neighbors during non-construction hours.* Holidays include: New Years Eve Day, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Sundays and holidays are limited to interior work only that is not of a loud or disturbing nature and is not heard or observed from the outside.

Article IV, Section 4.15 - Excavation Restrictions:

No excavating or drilling for mineral, stone, gravel, oil or other hydrocarbons, or earth shall be made upon any lot other than excavation for necessary construction purposes relating to dwelling units, retaining and perimeter walls, landscaping outbuilding and pools, contouring, shaping, fencing or generally improving any lot.

Article IV, Section 4.16 - Paints and Finishes:

The exterior portions of all houses, buildings, and structures erected or constructed on a lot shall be painted with a finish coat of varnish, stain or paint approved by the **Architectural Design Review** Committee within (30) days after completion or before occupancy. At no time will the exterior of any houses, building structures and fences be allowed to approach a state of aesthetic deterioration such that they become a visual nuisance. Repainting or re-staining interior or exterior surfaces with the same color paint or stain shall not require approval of the **Architectural Design Review** Committee.

Article IV, Section 4.17- Storage Restrictions:

The storage of tools, household effects, inoperable vehicles, machinery and machinery parts, empty or filled containers of trash or other materials, boxes or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from public view. Dumpsters & PODS for special circumstances are allowed for up to one week. Additional time requires written permission from the Board. Dumpsters and PODS must be placed on the lot. They may not be placed in the street.

Article IV, Section 4.18 - Prohibition of Clothes Lines:

No exterior clothes lines shall be installed on any lot, or any portion of the lot, unless completely concealed from view.

Article IV, Section 4.19 - Sign and Flag Restrictions:

No sign, flag or billboard of any kind shall be displayed to the public view on any portion of any lot, except a sign and sign location approved by the Architectural Design Review Committee, and provided further that one U.S. and one state flag no larger than 3' by 5' each may be displayed on each lot on holidays without approval of the Committee. Freestanding flagpoles on lots require ADRC approval and are considered on a case by case basis.

Signs not meeting the standards of size, color and other specifications set forth by the Architectural Design Review Committee, or signs and flags not approved by the Architectural Design Review Committee may be removed by the Association from the premises where displayed. Removed signs will be held for fourteen (14) days in the administrative office of the Association to be claimed by the lot owner, after which time period they may be destroyed.

Real Estate Signs & Open House: Only approved ArrowCreek real estate signs are permitted to be used (contact the management office for sign details). Real estate signs are restricted to one sign per lot unless the lot is located on the golf course, then two signs are allowed, one facing the golf course and one facing the street. Security must be notified in advance of all open houses. Open house signs are permitted but must be removed each day immediately after the event is over.

For Rent Signs: Only approved ArrowCreek 'For Rent' signs are permitted to be used (contact the management office for sign details). For Rent signs are restricted to one sign per lot.

Construction Signs – One construction or landscape related sign is permitted, and must be removed upon completion of work.

Political Signs - Political signs may be displayed under the following guidelines: Political signs may not exceed 24" by 36" in size, may not be posted on any common area and, may not be electronic or lit. "Political sign" means a sign that expresses support for or opposition to a candidate, political party or ballot question.

Holiday Lighting & Décor (updated 8/21/18): Holiday lighting and décor may only be installed for use during the holiday period. Holiday lights must be turned off by midnight. Holiday lights and décor may be installed at a reasonable time in advance of the holiday and must be removed within a reasonable time following the holiday. A reasonable time for Halloween lighting and decor is defined as the month of October and first week of November. A reasonable time for holiday lighting and decor is defined from Thanksgiving through the month of January. *Note: CCRs IV Section 46 unreasonable levels of sound or light are prohibited.)*

Article IV, Section 4.20 - Garage Requirements:

Every single-family dwelling unit constructed shall have on the same lot enclosed automobile storage spaces for at least two (2) automobiles. Carports are prohibited. Garage doors shall be closed at all times except when entering or exiting the garage or cleaning the garage.

Article IV, Section 4.24 – Fire Control Maintenance:

Each lot owner shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the lot, removal of certain trees, dead limbs and other dead vegetation. All barbecue appliances must be lidded. Minimum defensible space requirements of Washoe County and, if applicable, of the Nevada State Department of Forestry, shall be maintained.

Article IV, Section 4.25 – Weeds:

No weeds, uncultivated, diseased or infected vegetation of any kind or character shall be placed or permitted to grow upon any lot or portion thereof.

Article IV, Section 4.28 – Parking and Storage of Vehicles (clarified 12/5/17):

Parking or storage of trailers, campers, boats, recreational vehicles, machinery and motor vehicles, or other similar type objects whether operative, under repair, junk, inoperative, or unlicensed, shall only be permitted on lots if kept in a fully enclosed garage or completely screened from view. The provisions of this section do not preclude operable, currently licensed passenger vehicles or trucks of up to one (1) ton in capacity (with or without a camper shell) which are routinely in use, from being parked in private driveways. **Exemptions for vehicles larger than one (1) ton may be submitted to the ACHOA Director of Security for approval. Criteria used for exemption include, but are not be limited to, requirement that the vehicle is used as a personal vehicle and not for commercial purposes.**

For the intent of this section, a pickup truck fitted with a cab-over camper or a van converted to a camper, regardless if it is driven on a regular basis or not, is considered a recreational vehicle and subject to the parking and storage restrictions of this section. The intent of this section is to allow only for the loading and unloading of trailers, campers, boats and recreational vehicles in public view on residential lots.

Parking of any vehicle by a resident or guest on the street is not allowed. Transient parking for vendor or landscaping vehicles is permitted during daylight hours only. No overnight street parking is allowed unless authorized by Security.

Roadside off street parking spaces are provided in some areas for temporary use by guests. As defined by other regulations, a guest is “30 days or less”. (Anyone living in ArrowCreek over 30 days is considered a permanent resident and they should not use guest parking). While guests are using guest parking, their vehicle cannot be parked more than 48 consecutive hours without moving. **The intent of these parking areas is for guest parking. Residents are encouraged to minimize use during daytime hours and are prohibited from overnight usage.**

Exemptions may be approved by Security on a case by case basis. During Lot Owner special events, street parking will be allowed with prior notice and approval of ArrowCreek Security staff. Construction parking will be as per ADRC Guidelines.

Article IV, Section 4.31 – Maintenance of Lots (Revised 8/14/12):

All lots whether vacant or improved, occupied or unoccupied, shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, after giving 30 days written notice, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall be added to and become a part of assessment to which such lot is subject. The Board has sole discretion to determine what is unsightly or unsanitary. Neither the Association nor any of their agents, employees or contractors, shall be liable for any damage which may result from any maintenance work so performed nor shall the Association nor any of their agents or employees be liable for any failure to exercise the right to so maintain any lot. *For homes in construction related litigation, minor cosmetic work should be performed if a suit is not resolved in a time period set by the board for such portions of the homes as are visible from the street.*

No staging/dumping of materials in the street (or on common area or neighboring lots): Please do not allow any deliveries of materials to be dumped on the street. Staging of any maintenance or improvement project material (i.e., dirt, rocks, pavers, etc.) must be solely located on the Owner’s property only.

Article IV, Section 4.32 – Dead Vegetation:

Except as provided in the CC&Rs Section 4.24 Fire Control Maintenance, within six (6) months of completion of the main single-family dwelling, each lot owner shall remove all dead trees, dead limbs, and any dead vegetation that remain on a lot, unless the Committee decides some or all of the removal is not necessary. The Association does not allow the painting of front and/or side yards green or any other color to replace lawns which may have died

Article IV, Section 4.34 – Fences and Obstructions:

The following general fencing guidelines shall apply. All front yard property lines from single family dwellings to the street shall be kept free and open, except courtyards may be allowed at the discretion of the Committee. Any fencing allowed shall consist of materials determined by the Architectural Design Review Committee (ADRC) and at locations approved by the ADRC. The perimeter fence constructed under initial development shall not be removed, replaced or changed in any way by lot owners. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the ADRC. No fence, wall hedge, tree, plant, shrub, lawn, or foliage shall be planted, kept or maintained by the lot owner in such a manner as to create a potential hazard or any aesthetically unsatisfactory appearance on the lot, as determined by the ADRC.

Article IV, Section 4.35 – Animals/Equestrian Traffic:

No animals, (excluding fish) or fowl, including without limitations, horses (except as specified below in this section), cows, sheep, goat, pigs, chickens, and exotic pets, except for no more than four (4) usual household pets of a species (e.g., dogs, cats, small birds, hamsters, turtles, frogs, lizards, gerbils, nonpoisonous snakes) shall be allowed or maintained on any lot. The permitted pets shall be kept, bred, or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make unreasonably loud noises or shall otherwise be allowed to be a nuisance. No animal shall be permitted out of a structure on a lot unless in a fenced enclosure, not permitted off a lot unless such animal is under the control of a person by means of a leash or other reasonable physical restraint. For purposes of these rules, invisible or electric collars/leashes are not considered a physical restraint. And, if invisible fencing is used, and should the animal be caught outside the perimeter of the invisible fence, the invisible fencing will be considered not adequate and violation fines may apply. No pets shall be kept upon a lot until such times as a certificate of occupancy has been issued for the dwelling on the lot and adequate provisions approved by the Committee have been made for confining such pets to the lot. No dog houses or dog runs are allowed on any lot, unless such dog houses or dog runs are screened from view by landscaping or fencing and approved by the Committee. Owners must be sure that pets' waste is removed immediately from the common area.

Article IV, Section 4.36 – Antenna, Satellite Dishes, Exterior or Roof-Mounted Equipment:

Television antenna and antenna for shortwave or ham radio installations, will not be installed or permitted on any lot unless totally screened from public view from all neighboring lots, common areas, or golf course. No air conditioning units, ducting or other equipment (except antenna and satellite dishes as allowed under this section) shall be mounted on any roof, or on the front exterior wall or windows of a dwelling. Any such equipment mounted on any exterior walls or windows must be screened from view and approved by the ADRC.

Satellite "dish" Antennas - must be submitted for review by the Committee and will be approved on a case by case basis. All installation locations other than on the home such as, fencing, free standing posts, etc. must be submitted for review. Dishes that conform with the FCC Telecommunications Act of 1996, that are less than one meter (39.37") in diameter, and are installed on the home, with the attach point at or below the level of the rain gutters, in either side or back yard, are allowed and do not need to go through the design review process.

Article IV, Section 4.37 – Pools, Sports and Play Equipment:

No swimming or wading pools, trampolines, or other sports apparatus, swing sets, or children's play equipment may be placed, installed, erected, or attached to any structure in the Subdivision unless such apparatus is approved by the Architectural Design Review Committee (ADRC) Committee. In addition, bicycles, toys and children's play equipment, motorcycles, ATV's, snowmobiles, and similar vehicles must be garaged or parked in an enclosure or fenced in a manner to be hidden from public view when not in use.

All draining of pool & spa water is restricted to the property. The use of common area which includes but is not limited to the streets is prohibited

Portable basketball hoops are permissible. Where possible, they should be erected in the back or side yard of the home. When neither of these locations is practical due to terrain or space, they may be erected in the driveway. They are permitted to remain erected during the months of May through September. During the months October through April they may be erected only when in active use and must immediately be dismantled and hidden from view when finished, prior to sunset). Use of basketball hoops in the summer months (May – September), both portable and permanent is subject to Quiet Hours as defined in the Rules & Regulations and must not, in any event, create a Nuisance for other homeowners.

Article IV, Section 4.38 – Defacing of Common Area:

No tree, shrub, other landscaping or improvement within a common area shall be defaced or removed except at the express direction of the Association.

Article IV, Section 4.41 – Operating of Motor Vehicles (see Traffic Enforcement Policy):

Except for authorized maintenance vehicles, no motor vehicle shall be operated in any areas within the subdivision except on a street or driveway. All speed limit and other traffic control signs erected within the subdivision shall be observed at all times. Tailgating when entering the front gate is prohibited. Motorized vehicles except authorized maintenance vehicles or emergency vehicles may be prohibited on all open spaces, paths, trails, walkways or common areas (except street or parking areas) *See the below 'Combination Golf Cart and Walking Paths Use Restrictions'*. Vehicle Transponders for automated access on the outside gate lane are available to residents of ArrowCreek subject to providing the proper paperwork to Security and a payment of \$25 fee per transponder. Transponders may not be transferred from vehicle to vehicle. If a transponder needs to be moved, it must be done by ArrowCreek Security.

Overtaking and passing a school bus: Duties of driver; exceptions; penalties.

1. The driver of any vehicle when meeting or overtaking, from either direction or on a divided section of an ArrowCreek road way, any school bus equipped with signs and signals required by law, which has stopped to receive or discharge any pupil and is displaying a flashing red light signal visible from the front and rear, shall bring the vehicle to an immediate stop and shall not attempt to overtake or proceed past the school bus until the flashing red signal ceases operation.
2. The driver of a vehicle need not stop upon meeting or passing a school bus where traffic is controlled by a traffic officer, security officer and/or school bus driver.
3. Any violations of the provisions of this section may be considered a health & safety violation with penalties exceeding \$100 commensurate with the violation as determined by the executive board in accordance with the governing documents. See NRS 116.31031 and NRS 484B.353.

Motorized Scooters (replaced the policy of 4/9/02): Motorized Scooters (Replaces the Policy dated 4/9/02): With the exception of golf carts and children's battery operated moving toys, no motorized scooters may operate on the pedestrian / bicycle pathways, nor are they permitted on Arrowcreek roads unless they are properly registered and licensed.

Bicycles: All bicycles must comply with all motor vehicle codes and regulations, and must operate according to safe rules of the road.

Combination Golf Cart and Walking Paths Use Restrictions' (Approved 12/6/16):

1. Combination Paths are defined as
 - a. The paved pathways on both sides of East and West ArrowCreek Parkways
 - b. The sections of the walking paved pathways at the following locations may be used by golf carts:
 - i. Winding Ridge: from Cocopah Court along Winding Ridge to the Tee Box at Hole 16
 - ii. Masters Drive: from High Vista at Masters Drive to the 2nd Green
 - iii. High Vista: Through Harbottle Park
2. All other areas of paved pathways along community roadways are designated as Walking Paths and golf carts are prohibited.
3. Golf Carts are required to operate on ArrowCreek Parkway Combination Paths and not drive on ArrowCreek Parkway itself. This rule includes all golf carts as well as ArrowCreek HOA and The Club at ArrowCreek utility carts (except as required to complete maintenance projects).
4. On all other streets, golf carts must operate on the roadway and not on the walking paths. Every person operating a golf cart upon a roadway shall, except:
 - (a) When preparing to turn left; or
 - (b) When doing so would not be safe,
 - ↳ drive as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
5. When encountering a pedestrian on designated combination paths, golf cart drivers must stop and allow the pedestrian(s) to pass safely.
6. Golf cart paths on The Club at ArrowCreek golf course are private property not belonging to the ArrowCreek HOA and are restricted for the use of golfers and/or those authorized by The Club only.

Golf Cart and Golf Cart Operator Requirements for Use in ArrowCreek (Approved 12-6-16):

1. Inspection of personal golf carts by ACHOA Security is not required.
2. Drivers of golf carts on ArrowCreek roadways or combination cart paths must be 14 years of age or older.
3. Drivers 14 to 16 years of age may not carry passengers with the exception of family members.
4. The number of occupants are not to exceed the designed seating capacity of the cart.
5. Golf carts which are driven after dark must have appropriate safety equipment including head lamps, tail lamps, stop lamps, and rearview mirror(s).

Article IV, Section 4.42 – Landscaping:

Each owner shall be responsible to properly and attractively landscape his lot pursuant to approved landscape plans in a manner suitable to the character and quality of the subdivision, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the subdivision. Each lot owner must establish and maintain landscaping to the applicable fire protection districts requirements for minimum defensible space, and all such landscaping shall be continually maintained consistent with the standards of the development, good husbandry practices and the applicable fire protection districts requirements. The Association does not allow the painting of front and/or side yards green or any other color to replace lawns which may have died.

Article IV, Section 4.43 – No Commercial Leasing:

No lot owner shall participate in any plan or scheme for the rental of the improvements on such lot, nor shall any such lot be operated as a commercial venture. Nothing in this paragraph shall prevent a lot owner from renting the lot and improvements thereon for residential use during periods of such lot owner's absence.

Article IV, Section 4.44 – Use of Water Features:

Active use of lakes, ponds, streams or other bodies of water within the subdivision is prohibited, except that the owner of the golf course, and its agents, successors, and assigns shall have the exclusive right and easement to retrieve golf balls from bodies of water within the common areas which are within range of golf balls hit from the golf course. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, or other bodies of water within or adjacent to the subdivision.

Article IV, Section 4.45 – Impairment of Wildlife:

Capturing, trapping or killing wildlife within the subdivision is prohibited, except all common rodents (e.g. rats, mice, moles, marmots, gophers), insects and other animals considered pests.

Article IV, Section 4.47 – Discharge of Weapons:

The discharge or use of firearms or other weapons within the subdivision is prohibited. The terms "firearms and weapons" includes without limitation "B-B guns, pellet guns, bows and arrows, pistols, rifles, shotguns, sling shots and other firearms and weapons of all types, regardless of size.

Article IV, Section 4.48 – No Temporary Structures:

No temporary structure of any form or type, including self-contained camper trailer units, shall be permitted as a dwelling unit on any lot or parcel. No garage or outbuilding shall be constructed before commencing construction of the main dwelling unit, and further, no trailer, garage, basement, outbuilding or other structure other than the completed main dwelling unit shall be used for temporary or permanent living quarters, except as provided herein. No covering or tent, if visible from any roadway, is permitted on any lot for a period longer than 24 hours. Temporary construction related structures on a lot for office, storage and other construction uses shall be allowed, subject to approval of the Architectural Design Review Committee (ADRC), but only during the period of initial construction of the main dwelling unit on the lot until issuance of a certificate of occupancy.

Article VI, Section 6.5 – No Improvement without Approval:

No building, garage, shed, walkway, fence, wall, retaining wall, dog run, drainage ditch or system, landscaping or any structure shall be commenced, erected, placed or altered on any lot in the subdivision until the building plans and specifications thereof, have been submitted to and approved in writing as to conformity and harmony of external design with the existing structures or general scheme in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Design Review Committee (ADRC). Refer to section 4.36 of these rules for details about satellite dishes and section 4.37 for play equipment.

Snow Removal & Road Work: The security gate shall act as a clearing house for all concerns regarding snow removal or road work. Please contact the gate house directly at 775-850-4450. Per the CCRS, Article VIII, Section 1(e) there is a ten (10) foot easement of any street or other Common Area upon all Subdivision Lots for the placement of snow plowed from the street.

Article V and VI Architectural Standards and Controls: The ADRC (Architectural Design Review Committee) Guidelines are an extension of the governing documents of the Association and is a separate document that is periodically revised. All requirements of the ADRC Guidelines must be adhered to. Construction/ADRC penalties may apply as enforced by the ADRC.

NOTICE OF CONFLICT OF INTEREST POLICY (Approved 11/7/17) – Please be advised that the ArrowCreek HOA had adopted a Conflict of Interest and Code of Conduct Policy. The purpose of the policy is to help members of the ArrowCreek Homeowners Association (ACHOA) to effectively identify, disclose and manage any actual, potential or apparent conflict of interest in order to protect the integrity of the Association and avoid or manage risks to the Association. **Each ACHOA board officer director, committee member, manager and/or employee has the duty of good faith, fair dealing, full disclosure, and loyalty to the ACHOA.** It is the policy of the ACHOA that any financial, ethical, legal, or other conflicts of interest be avoided and it is the responsibility of the ACHOA board to ensure that any such conflicts (when they do arise) do not adversely affect the fiduciary responsibilities and duties to the community. A copy of the form is posted on the www.arrowcreek-hoa.com website and can be obtained through the management company.

Resident Center Swim & Tennis and Keycards: (Updated 8/21/18) Resident Center Rules are an extension of these HOA rules and regulations and are a separate document posted at the Resident's Center. All Resident Center rules must be adhered to. Fines for Resident Center violations apply the same. Access to the Resident's Center is via a Resident Center Picture ID Key Card, issued by the HOA.

- Delinquent accounts over 90 days and/or at collection lose key card privileges until brought current, per the HOA Collection policy.
- Cards must be turned in/transferred at the time of property sale. Replacement cards cost \$100.00 each.
- Key cards may be issued to any resident of a household 16 years and older. Residents under the age of 18 must have parent permission with signature application to be issued a keycard.
- Any minor under the age of 16 must be accompanied by an adult (18 years or older) with a picture ID key card.
- Mis-use of a resident club key card, or Resident Center Rules, may result in fines to the property owner and/or suspension of key card privileges.

Residents' Center Guest Use & Fee Policy

- Guests cannot use the facilities unless they are accompanied by a resident who **is 18 years or older with a picture ID.** *Owner must accompany the guest at all times.*
- **Max number of guest allowed:**
 - a. One (1) to four (5) guests per property are at no charge
 - b. Five (6) to nine (9) guests per property must pay additional \$10.00 per guest
 - c. Guests of 10 and over per household are considered a 'group', will be charged as an "event" and must follow the application process to rent the facilities:
 - i. Complete application
 - ii. Provide HOA insurance
 - iii. Submit fee (\$10 per guest) and /or rental charges that may apply
- Guest use fees must be paid by check only (no cash), payable to the ArrowCreek HOA and are due upon event or paid in advance.

ARROWCREEK HOA – FINE SCHEDULE

Per NRS **116.31031** if the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units’ owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents. If the violation does not pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units’ owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents, but the amount of the fine must not exceed \$100 for each (initial) violation. The limitations on the amount of the fine do not apply to any charges or costs that may be collected by the association pursuant to this section if the fine becomes past due.

If a fine is imposed (pursuant to the above) and the violation is not cured within 14 days (or if health and safety immediately), or within any longer period that may be established by the executive board, the violation shall be deemed a continuing violation. Thereafter, the executive board may impose an additional fine for the violation for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

Association Fees: Association fees (monthly assessments) are due on the 1st of each month and are considered late if not received by the 30th. A late fee of \$25 plus interest as allowed by law will be assessed on past due payments. Per Article III, Section 13 of the CC&Rs, the Association will enforce the suspension of privileges to include voting rights and access to the Resident’s Club and other amenities, for accounts 90 days or more past due, or in collection. Accounts over 60 days past due will start the notice of collection process, per the Assessment Collection Policy. Additional Request for Payment letters sent by the HOA will cost the owner \$10.00 per letter. **Please refer the Association’s collection policy for a complete schedule of fees related to assessments, collections and ownership transfers.**

ADRC: Construction Penalties enforced by the ADRC are \$250 for the initial and \$250 for continuing.

VIOLATION FINES:

| | <u>1st Fine</u> | <u>Continuing Fine</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------|
| Article IV: | | |
| Section 4.12 –Garbage/Trash Receptacles: | \$25 | \$ 50 <i>(rev 2-25-14)</i> |
| Section 4.13 – Repair to Damaged Structures: | \$50 | \$100 |
| Section 4.14 - Nuisances: | \$50 | \$100 |
| Quiet Hours: | \$50 | \$100 |
| Construction Hours: | \$50 | \$100 |
| Section 4.15 - Excavation Restrictions: | \$50 | \$100 |
| Section 4.16 - Paints and Finishes: | \$50 | \$100 |
| Section 4.17- Storage Restrictions: | \$25 | \$100 |
| Section 4.18 - Prohibition of Clothes Lines: | \$25 | \$50 |
| Section 4.19 - Sign and Flag Restrictions: | \$25 | \$100 |
| Signs (R/E, Rent, Construction, Political) | \$25 | \$100 |
| Holiday Lighting: | \$25 | \$100 |
| Section 4.20 - Garage Requirements: | \$25 | \$100 |
| Section 4.24 – Fire Control Maintenance: | \$100 | \$100 |
| Section 4.25 – Weeds: | \$25 | \$100 |
| Section 4.28 – Parking and Storage of Vehicles: | \$50 | \$100 |
| Section 4.31 – Maintenance of Lots: | \$100 | \$100 |
| Section 4.32 – Dead Vegetation: | \$25 | \$100 |
| Section 4.34 – Fences and Obstructions: | \$100 | \$100 |
| Section 4.35 – Animals/Equestrian Traffic: | \$25 | \$100 |
| Section 4.36 – Antenna/Satellite/Exterior: or Roof-Mounted Equipment: | \$50 | \$100 |
| Section 4.37 – Pools, Sports and Play Equipment: | \$25 | \$100 |
| Section 4.38 – Defacing of Common Area: | \$100 | \$100 |
| Section 4.41 – Operating of Motor Vehicles (speeding, running stop signs, tailgating, etc.) | \$50 | \$100 |
| Overtaking a school bus (if not health and safety) | \$100* | \$100* |
| Reckless Driving (<i>Revised 4-18-17</i>). Includes but is not limited to: Speeding over 50 mph, blatant running of stop signs, overtaking a school bus | \$100* | \$100* |

*Note: Reckless Driving may also be considered health & safety with penalties exceeding \$100 to be commensurate with the violation as determined by the board.

VIOLATION FINES: **1st Fine** **Continuing Fine**

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| Motorized Scooters | \$50 | \$100 |
| Bicycle Use: | \$25 | \$100 |
| Section 4.42 – Landscaping: | \$50 | \$100 |
| Section 4.43 – No Commercial Leasing: | \$100 | \$100 |
| Section 4.44 – Use of Water Features: | \$25 | \$100 |
| Section 4.45 – Impairment of Wildlife: | \$25 | \$50 |
| Section 4.47 – Discharge of Weapons: | \$25 | \$50 |
| Note: Discharge of Weapons may also be considered health and safety with penalties exceeding \$100 to be commensurate with the violation as determined by the board. | | |
| Section 4.48 – No Temporary Structures: | \$100 | \$100 |
| Article VI, Section 6.5 – No Improvement without Approval: | \$50 | \$100 |
| Article V and VI Architectural Standards and Controls: | \$100 | \$100 |
| Resident Club Swim & Tennis Rules: | \$50 | \$100 |

*Health & Safety Violations (as deemed by the board): Penalties may exceed \$100 to be commensurate with the violation as determined by the board.

***NRS 116.31031** If the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units’ owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents



ArrowCreek Trademark Enforcement Policy April 18, 2017

The ArrowCreek Homeowners Board of Directors recognizes **two categories** of potential users of its Trademark and Service Mark and has set the following actions to be taken with such users. The two categories are distinguished by two key factors cited in the definition of trademark rights above: (condition #1) when there's a chance of confusion, mistake or deception by the use of our trade or service marks; and (condition #2) when there is commercial use of our trade or service marks.

CATEGORY #1

Both condition #1[confusion] and #2 [commerce] apply.

Example: The rental housing complex that changed its name to "The Village at Arrowcreek Parkway" when challenged by the ArrowCreek HOA.

Primary course of action: Notify user of the existence of registered ArrowCreek HOA marks and request user "cease and desist" infringement of those ArrowCreek HOA marks. Initiate infringement action against the user if they do not comply.

Lesser course of action: Notify user of the existence of ArrowCreek HOA marks and request user "cease and desist" infringement of those ArrowCreek HOA marks but offer a licensing agreement. Any licensing agreement may require the user to add a prominent disclaimer that it is neither associated with nor endorsed by the ArrowCreek HOA.

It may be recommended to a user in violation that the word "ArrowCreek" as part of a geographic description does not violate our trademark. *Example:* Instead of the name "ArrowCreek Art Guild", use "Art Guild at ArrowCreek". This user would still be banned from using the ArrowCreek service mark unless a licensing agreement was offered and concluded.

CATEGORY #2

Condition #1 [confusion] applies but condition #2 [commerce] does not apply.

Examples: The two lot-owner-run websites using the HOA's trademark and service mark. They don't currently engage in commerce but they can easily be confused with the official HOA website since their postings overlap considerably in function and content with the official HOA website.

Primary course of action: Notify user of the existence of ArrowCreek HOA registered marks and require the addition of a prominent disclaimer that the entity is neither associated with nor endorsed by the ArrowCreek HOA. Also require a prominent web link notice to the official ArrowCreek HOA website. Notify user that a presence of commercial activity in connection with the trademark or service mark of the ArrowCreek HOA would trigger infringement action.

Lesser course of action: Notify user of the existence of ArrowCreek HOA registered marks and that their use of such marks will be monitored for possible infringement. Notify user that a presence of commercial activity in connection with the trademark or service mark of the ArrowCreek HOA would trigger infringement action.

License to Use "ArrowCreek" and ARROWCREEK Service Mark: The ACHOA hereby grants to the FOA, its successors and assigns, a perpetual irrevocable license to the intellectual property in its Trademark No. 4,403,110 and its Trademark No. 3,258,181. However, the ACHOA does not convey any right for the FOA, its successors and assigns, to further license those Trademarks or convey to any other party for any other purpose.

License to Use "ArrowCreek" and ARROWCREEK Service Mark: The ACHOA hereby grants to all ArrowCreek social groups, their successors and assigns, a perpetual irrevocable license to the intellectual property in its Trademark No. 4,403,110 and its Trademark No. 3,258,181. However, the ACHOA does not convey any right for the Social Group, its successors and assigns, to further license those Trademarks or convey to any other party for any other purpose. "Social Groups" include all groups open to ArrowCreek residents and recognized by the ACHOA through its Social Committee.

Board of Directors Approved this 18th day of April

ArrowCreek Trademark Enforcement Policy
April 18, 2017

HISTORY OF NON-ARROWCREEK HOA MARK USAGE

Questions have arisen whether any non-ArrowCreek HOA entity, including entities affiliated in some way with the ArrowCreek community or affiliated with lot-owners in the community, has the right to use the HOA's Trademark or ServiceMark.

In particular, at the end of 2015 there were two websites run by lot-owners ["Arrowcreek411" and "ArrowCreek Truth"]. There were also community organizations [such as the ArrowCreek Art Guild] that were using the Trademark word and/or the ServiceMark too. In this Art Guild case, it is said that members conduct commerce of art objects.

In 2016, the ArrowCreek Board of Directors hired attorney Matthew Francis of *Brownstein Hyatt Farber Schreck* to give an opinion about the legality of non-HOA usage of the ArrowCreek Trademark and Service Mark, and suggest possible legal remedies. In addition, Board President Liebman spoke with Ryan J. Cudnik, the attorney at *Brownstein et al* who researched and drafted the legal opinion given to the ArrowCreek Board on May 25, 2016, to clarify trademark law principles.

In his response to the Board, Mr. Francis cited the following right of a trademark owner...

"to exclude another from ... us[ing] in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive."

Mr. Francis emphasized the word "commerce" in the rights description above. In his view, if an organization is not "commercial" there may not be grounds for infringement legal action. He cited legal precedents where first amendment rights overruled trademark rights when no commercial use of a trademark was involved.

In Francis' study of the two unofficial ArrowCreek websites run by HOA lot owners, he did *not* find evidence of commercial activity, other than references to goods and services which did not appear to provide remuneration to the website owner. He also did *not* give special attention to the use of the ArrowCreek ServiceMark by one of the websites.

Mr. Francis proposed that the ArrowCreek Homeowners Association could take any of these actions with regard to the two unofficial websites, in light of their non-commercial status:

- (i) alert or remind the website operator that the ArrowCreek HOA owns the federal and state registrations for the Trademark and ServiceMark
- (ii) give notice that the HOA does not approve of their uses and is monitoring the sites for infringing uses of the HOA marks
- (iii) demand that they prominently add disclaimers to their sites stating that the site is not run, maintained, or otherwise affiliated with, connected with or sponsored by the ArrowCreek HOA
- (iv) demand that they agree to add a link to the ArrowCreek HOA's website and label the link either 'Link to Official ArrowCreek HOA site' or a similar statement acceptable to the HOA.

Francis was not asked to give an opinion about the wider range of potential ArrowCreek Trademark violations, such as the Art Guild mentioned above.

Mr. Cudnik explained that trademark ownership rights can be "eroded" if an owner does not "police" his rights. An owner who becomes aware of any infringing usage of his trademarks anywhere in the US has a duty to send the infringer a "cease and desist" letter and, if necessary, assert an infringement action in court. Failure to notify and/or assert an infringement action against a known infringer can both erode trademark rights.

TENANTS OF ARROWCREEK HOA
CERTIFICATION OF UNDERSTANDING
RULES & REGULATIONS OF THE
ARROWCREEK HOA
(rev. 12-5-17)

Owners are required to have their tenants sign this form and return it to the management company certifying that tenants have received, understand, and will adhere to the Rules & Regulations. It is the owner's responsibility to make sure that the signed form is submitted to the management company in a timely manner.

ARROWCREEK PROPERTY ADDRESS: _____ LOT # _____

WE HEARBY CERTIFY THAT I/WE HAVE READ THE ARROWCREEK HOA RULES AND REGULATIONS, THAT I/WE UNDERSTAND THESE RULES AND REGULATIONS, AND THAT I/WE WILL COMPLY WITH THESE RULES AND REGULATIONS. I/WE UNDERSTAND THAT FINES MAY BE IMPOSED FOR VIOLATIONS.

TENANTS SIGNATURES:

Tenant Name (print) Signature Date

Tenant Name (print) Signature Date

Tenant Name (print) Signature Date

Tenant Name (print) Signature Date

HOMEOWNER (print) HOMEOWNER SIGNATURE DATE

RENTAL AGENT (print) RENTAL AGENT SIGNATURE DATE

PLEASE SIGN, AND RETURN THIS PAGE TO THE ASSOCIATION MANAGEMENT OFFICE AT YOUR EARLIEST CONVENIENCE. KEEP THE RULES IN A CONVENIENT LOCATION FOR YOUR REFERENCE. THANK YOU!