

COPPER CREEK HOMEOWNERS ASSOCIATION

RULES

REGULATIONS

RESOLUTIONS

AND

FEE SCHEDULE

ADOPTED

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COPPER CREEK HOMEOWNERS ASSOCIATION

Rules and Regulations

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

INTRODUCTION

The Board of Directors of the Copper Creek 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 Copper Creek 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) as recorded by the Clark County Recorder in Book 20031009 as Instrument No. 01755 on October 9, 2003, as required by the Articles of Incorporation and Bylaws recorded with the Secretary of State of Nevada on October 10, 2003 as File No. C24957-03.

These Rules & Regulations are intended as a supplement to the CC&Rs of the Copper Creek Homeowners Association. If there is a conflict between the Rules and Regulations and the CC&Rs, the CC&Rs is the determining document. Furthermore, the Association's CC&Rs impose certain restrictions and obligations on the homeowners, tenants, and their guests beyond the scope of these Rules and Regulations and the homeowners are responsible to abide them as well. Violation of any Local, State or Federal law is a violation of Association CC&Rs and Rules and Regulations. The terms herein shall be defined the same as in the Declaration.

I. COMMON AREA USE (CC&R Article 4)

Preamble: The Developer has provided and the Association will continue to maintain common elements, which include traffic gates, pool, spa, clubhouse and exercise room, etal. as shown on the recorded subdivision plat map. Usage of these areas is on a first-come first-serve basis. The terms "common area" and "common element" shall have the same meaning.

Common areas that are open for residents' use include streets, parking areas, sidewalks, pool area, exercise room, dog park, playground and basketball court and, by reservation only, the Clubhouse and the billiard room. Sidewalks are for pedestrian use only. Residents are not to use the desert or landscape areas for walking, biking, parking, playground or any other reason.

- A. Common areas may not be used for storage purposes, or in any manner which would increase the rate of insurance. PODS, dumpsters or similar temporary objects may be allowed with Board approval for a limited time on the street in front of the Owner's house.
- B. No activity is permitted which causes damage to or defaces common areas and improvements thereon. Homeowners responsible for any such damage will be expected to reimburse the Association for all expenses incurred in the replacement or restoration of damaged areas.
- C. No planting may be done in the common area by any owner, except at the direction of the Board of Directors.
- D. No loitering is allowed in any common area. No loitering by Owners, residents, their dependents, guests, or actions which may otherwise cause a disturbance in or around the units of other Owners or tenants is permitted.
- E. No loitering is allowed around, nor climbing or standing upon, or otherwise causing a disturbance by Owners or guests at or around common utility mounts, utility boxes, air conditioning boxes, sprinkler heads, or any other community service element.
- F. No homeowner, occupant or guest shall bounce, dribble, hit or kick any object intended for use in sport (including but not limited to: basketballs, footballs, golf balls or soccer balls) except in areas explicitly provided for the activity (such as the basketball court). The property is approximately a quarter mile from Clark County Sports Park where these activities can and should be pursued.
- G. Residents or guests must enter and exit the community through vehicular gates and pedestrian gates on the Common Elements that are intended for said purposes. These are all located on Broadbent Blvd. Each vehicle or person must proceed through the gate one at a time. The vehicular gate must open and close each time. You are responsible for anybody you let into the community, so be sure the gate closes behind you.
- H. Guests should proceed directly to the Unit, and the Owner of the Unit shall be responsible for any incidental damage or violation of any rules by the guest. No resident or guest may climb over, through, or under any block wall, retaining wall, fence, crash gate, or drainage facility as these are safety issues and not the intended use of these structures. The Owner to whom the person is visiting may be charged the cost of repair if property damage and/or personal injury occur as a direct or indirect result. Any person entering or exiting the community other than through the gates may be considered trespassing on Common Elements owned and maintained by the Association per NRS 207.200 and subject to civil and criminal action. The Association is not liable for injury or property damage resulting from the misuse of any facilities or activities conducted on Common Elements.

- I. Littering in the Common Elements is prohibited. Cigarettes, gum, and other trash shall be disposed of properly and not be left in the common areas of the community.
- J. Signs, advertisements, missing animals notices or any other similar postings – other than houses for sale – may be posted for no more than one week on community mailboxes. There is a bulletin board in the Clubhouse where these can be posted any time. Businesses may not advertise in common areas, except Owners may place business cards and/or flyers of their business in the Clubhouse and may purchase an advertisement in the community newsletter. No postings shall be of a political, religious, obscene, or controversial nature.
- K. No soliciting, canvassing, distribution of literature or advertising of services is allowed in the community except for official Association business.
- L. **Marijuana smoking is federally illegal and cannot be done in common areas.**

II. VEHICLE AND PARKING RESTRICTIONS (CC&R Article 9.2)

The Association or its agents, when apprised of a possible violation of any of the parking rules shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any and all action necessary to correct the problem including tagging and/or towing the vehicle.

- A. The maximum speed limit is fifteen (15) miles per hour throughout the property. All drivers shall obey all Clark County and the State of Nevada traffic and parking laws. Pedestrians and bicycles always have the right-of-way.
- B. Community Vehicle Permits
 - i. All residents' motorized vehicles shall be registered with the Association and will be issued a vehicle permit. Two (2) resident permit stickers and two (2) guest permit placards will be issued per Unit. Replacement permits are currently \$10 each (subject to change at the discretion of the Board).
 - ii. All motorized residential vehicles, with the exception of licensed motorcycles, shall display the permits on the center rearview mirror. Permits shall be visible from the outside.
 - iii. Should a homeowner/resident have a need to park more than two vehicles on the street on an ongoing basis, the homeowner/resident must apply for and receive a variance from the Board. The Board reserves the right to verify the need for additional parking through inspection of the property and to restrict the location for any permitted additional parking should the variance be granted. This variance is a privilege granted by the Board of Directors and may be revoked if the Owner is not in good standing with the Association.
 - iv. Security and management shall be notified no less than 48 hours before large events where guest vehicles will exceed the number of homeowner parking permits and may choose, at the discretion of the Board, to restrict the area where the additional parking will be allowed.
 - v. Vehicles with permits issued by Copper Creek may park and operate on the street according to the rules as stated herein. Guests may park in front of the house they are visiting with a guest permit but may not park in front of another resident's house without that homeowner's approval. Violators are subject to having their vehicles towed and/or fined. Non-compliance with the above requirements will be at the vehicle owner's expense.
- C. No resident shall park, store, or keep anywhere in the community any vehicle over 1 ton used for commercial purposes, including but not limited to, any vehicle with three or more axles, and/or displaying commercial license plates, equipment racks, dump truck, cement mixer, fuel truck, or delivery truck that is larger than a pickup or van used solely for everyday transportation.
- D. No owner or resident shall park, store, or keep anywhere in the community any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board of Directors. The Board may grant a 24-hour parking exemption for vehicles for loading and unloading.
- E. Repairs and restoration of vehicles are not allowed in common areas or driveways. Repairs may be performed in a garage.
- F. Storage of inoperable vehicles is prohibited on the streets. Inoperable vehicles may be stored in driveways as long as they are draped by a car cover but should be stored in the garage.
- G. Recreational vehicles (RVs) may not be parked in the streets for more than 48 hours for loading and unloading only and should be stored in the garage or off property. RVs are defined as motor homes, buses, trailer coaches, trailers, boats, water craft, all-terrain vehicles, aircraft, and campers. Exceptions can be made for camper vans that can fit completely within the dimensions of one parking space and are used for personal transportation, with the approval of the Board of Directors.
- H. Licensed motorcycles anywhere in the complex shall operate at low rpm engine speed to minimize noise nuisance. The Board reserves the right to determine if noise emitted by a vehicle is a nuisance. 60 dB is equal to conversations in restaurant, office, background music, air conditioning unit at 100 feet. A vacuum cleaner is equal to 70 dB.
- I. Vehicles, which leak fluids, must be parked in the garage. Any fluids that leak onto the streets must be removed immediately. Any cost of pavement repair and/or clean-up caused by leaking fluids will be the responsibility of the homeowner.
- J. Washing of vehicles is per local ordinance restrictions only. "Car washing is limited to once a week per vehicle using a hose with positive shut-off nozzle," as of June 2016.
- K. A vehicle shall be deemed abandoned and towed within forty-eight (48) hours of a notice posted thereupon if the acts of the owner and condition of the vehicle indicate that the vehicle has been abandoned and/or it is in a state of disrepair

rendering it incapable of being driven in its present condition and/or it does not have current registration decals or is unlicensed and/or it is parked in a non-assigned parking space and has not been used or moved for five (5) consecutive days or more. Exceptions can be made at the discretion of the Board of Directors.

- L. Vehicles of any type are restricted to parking areas of the community unless specifically authorized by the Board of Directors and/or its agents, and then only for Association purposes. Wheels must remain on asphalt or pavement at all times. There shall be no parking or driving of any vehicles (motorized or non-motorized) on any other surface, including sidewalks, curbs, rocks, or grass. Any vehicle that is parked, maintained, or stored on areas other than a designated parking area may be removed by the Association without notice to the vehicle owner and at the owner's expense.
- M. 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 or other common property. Any vehicle parked in violation of this section is considered to be violating the protection, health, safety, comfort, and welfare of the respective family residing therein, and may be removed by the Association without notice to the vehicle owner and at the owner's expense.
- N. All motorized vehicles parked on the streets and parking spaces must have valid registration. Unlicensed vehicles, even if licensure is not required by State law, are not permitted on the streets or parking areas.
- O. Vehicles shall not be parked or stopped within a sight visibility zone, sight easement, or any similar easement that exists in the community. Vehicles shall not be parked or stopped within any intersection of two streets. Vehicles shall not block a stop sign. These are safety hazards and the vehicle will be removed immediately without notice.
- P. Vehicles are not allowed to be parked or stopped on Copper Creek Parkway or Brass Creek Parkway (between Broadbent Boulevard and the gates), as these are fire lanes. This is a fire hazard and the vehicle will be removed immediately without notice.
- Q. Vehicles shall not park within a red zone, fire lane, or within fifteen (15) feet of a fire hydrant. This is a fire hazard and the vehicle will be removed immediately without notice.
- R. Vehicles shall be parked no more than eighteen (18) inches from the edge of the curb. Vehicles shall only be parallel parked on the street so that the vehicle is parked with the flow of traffic. Vehicles shall not be double parked. If a vehicle is on your property, you (not the Association) must call the towing company.

III. TOWING PROVISIONS (CC&R Article 9.2)

- A. Any failure to protest a Notice of Violation under these rules or failure to attend a hearing may be deemed an admission of the violation and will result in costs and expenses being assessed to the home owner as set forth in the Rules and Regulations regarding enforcement.
- B. In addition to providing notice of any violation in accordance with the above provisions the Board may, but is not obligated to, take any or all of the following actions:
 - 1. Record, to the extent possible, the vehicle ID number, license number, permit number, date of violation, type of violation and vehicle owner, on a permanent record of violation. All violations shall be kept in a manner designated by the Board.
 - 2. Identify or attempt to identify the homeowner whose vehicle is causing the violation or whose guest is causing the violation.
- C. In addition to the other provisions for enforcement contained herein and in the Rules and Regulations regarding enforcement, the Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
 - 1. When a vehicle is illegally parked in any manner, or is parked in a manner that creates an immediate danger to the property or to the health and safety of any person therein, the vehicle may be towed without notice to the vehicle owner.
 - 2. A vehicle may be towed within forty-eight (48) hours after notice posted thereupon for all other vehicular and parking restrictions, including the failure to display a valid parking permit.
- D. Any time a vehicle is towed pursuant to these Rules, all costs and expenses incurred shall be assessed to the owner. In the event the vehicle owner is a Homeowner, the costs and expenses may be assessed to the owner as a special assessment.
- E. Notices and authorization to tow:
 - 1. The Board may enter into an agreement with an appropriate towing company or individual to effect removal of vehicles pursuant to authorization under these vehicle rules.
 - 2. The Board or its duly authorized agents shall notify the appropriate towing company to remove the vehicle(s). In addition, when any tow is authorized under these rules, the agents for the Copper Creek Homeowners Association shall notify local police to provide them with the appropriate information concerning the tow and may request their assistance in order to ensure that no breach of the peace will occur.
 - 3. All towing shall be authorized on an individual basis only, there shall be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these rules.

IV. SIGNS (CC&R 9.4)

- A. The following signs and banners, not to exceed eighteen (18) inches by twenty-four (24) inches, may be displayed without Board approval unless otherwise stated:
 - 1. "For Sale" sign, displayed only in the unit's ground floor window.

2. Alarm Company Sign
 3. "No Trespassing" sign, per NRS 207.200 (one per fence)
 4. Political sign, as permitted by NRS statute
 5. U.S. Flag, in accordance with U.S.C., Title 1
 6. Nevada State flag, in accordance with NRS size restrictions
- B. Only one sign from each category shall be displayed as noted above. All other signing shall require Board of Directors' approval.
- C. Signs shall match the color scheme of the home as closely as applicable. Signs shall be maintained in a neat, orderly, and plumb manner. Signs shall be of sturdy, permanent material and construction.

V. ANIMAL RESTRICTIONS (CC&R 9.7)

- A. No more than three (3) dogs or cats (over the age of 3 months) are allowed per Unit, in accordance with Clark County Code.
- B. No exotic or wild or livestock animals, as defined by Clark County Code, shall be kept or bred in the community without written approval from the Board of Directors.
- C. No animals may be kept, bred, or maintained in the community for any commercial purpose.
- D. All animals must be kept within an enclosure or backyard, or on a leash held by a person capable of controlling the animal at all times.
- E. Owners are liable for unreasonable noise or damage caused by their pets. The owner is responsible for compensating any person hurt or bitten by any dog, and will hold the Association harmless from any claim resulting from any action of his/her pet whatsoever.
- F. Owners are responsible for cleaning up after their animals in the common areas and in their own yards. Any waste in the common areas must be removed immediately by the owner and placed in trash receptacles. Waste in private yards shall not be allowed to accumulate to the point of being an odor nuisance to others.
- G. Animals are not allowed in the enclosed pool area. An accommodation may be granted for service animals.
- H. Service Animals, as defined under federal ADA and FHA laws, may be allowed. The Board reserves the right to request documentation if the disability is not readily apparent.
- I. The Board of Directors reserves the right to order animals removed from the community, which the Board or Animal Control deem to be dangerous or a nuisance to others.
- J. Animal door installation is discouraged as it may compromise house security and could increase the likeliness of a barking nuisance. However, Owners may apply for the modification through the Architectural Review process.
- K. Feeding or attracting wild animals, including but not limited to birds or any other non-domesticated animal, is prohibited. Bird feeders, bird houses and similar devices may need to be removed if they create a nuisance.

**VI. LEASE/RENTAL RESTRICTION
(CC&R Article 9.13 and see Resolution, Article XXIV)**

- A. In accordance with the CC&R's of the Association, leasing of homes is not allowed in Copper Creek. Variance of the lease restriction is by hardship only and at the sole discretion of the Board of Directors.
- B. Initial fines of this section will be \$65, with \$100 per week for continuing violations and the loss of voting rights and common area privileges until the property is in compliance.

VII. TRASH RESTRICTIONS (CC&R 9.3)

- A. TRASH: all refuse from an individual household, including rubbish and recycling.
- B. Trash cans shall be stored out of sight from the view of the street. They will either have to be in the garage or placed in the rear yard. Owners may construct an outside trash storage unit that is completely covered and complements the house colors. Units must be approved by the Board.
- C. All trash shall be in the trash receptacles for disposal. No trash shall be left on the ground(s) or areas adjoining the trash cans. All trash shall be disposed of in a sealed bag and placed in a secured trash container. Trash may be set out twelve (12) hours before designated pick up days and trash containers shall be put out of view no later than twelve (12) hours after scheduled pick up days.
- D. Trash, junk and debris shall not be allowed to accumulate on private property to the point it becomes a health, safety and welfare risk to others. This includes, but is not limited to, auto parts, furniture, appliances, tires, plastics, cardboard, paper, building materials, tree trimmings and dead vegetation.

VIII. NUISANCES/EXCESSIVE NOISE (CC&R 9.3)

The Board shall have the right to determine, in accordance with the governing documents, the definition of a nuisance

- A. No odor is permitted to arise from any property that may become unsanitary, unsightly, or offensive to any other owner.
- B. No noxious, offensive or illegal trade or activity shall be carried out on in the community.
- C. Loud or irritating noises, external speakers, horns, wind chimes, bells, gongs or other sound devices (other than security devices used exclusively for such) or noisy or smoking vehicles are not permitted.

- D. Large power equipment or tools are not permitted to be used or located on any portion of the community without permission of the Board.
- E. Recreational noise (e.g., music) that can be heard from the curb, from 50 feet away, or another house is not permitted.
- F. Honking car horns shall only be done to avert an emergency. Honking to summon people out of a house is prohibited.
- G. Courtesy hours are between 10 PM and 5 AM. All noise between these times shall only be absolutely necessary.
- H. In accordance with the Clark County curfew, children under the age of 18 who are not engaged in any lawful occupation, not accompanied by a parent or guardian or engaged in an emergency errand, may not loiter, idle, wander, stroll, or be upon, any streets, or other common areas between the hours of: 10:00 pm - 5:00 am (Sunday – Thursday) and 12:00 am - 5:00 am (Friday and Saturday) on non-school days.

IX. RECREATIONAL FACILITIES

Access to the amenities, including the pedestrian gates, main traffic gate, basketball court, clubhouse, gym and pool area is by key fob only. Do not hold open the door for people you don't know as you may be liable for their actions. Owners are responsible for the actions of anyone they allow to use their fobs. New owners are provided one fob at no charge. Additional fobs are subject to reasonable fees. There will be a charge for lost or damaged fobs.

Smoking is not allowed anywhere within the Clubhouse facilities. Clubhouse privileges may be revoked if this policy is violated. The board has the right to suspend privileges if any conduct is deemed disruptive or destructive to operating procedures or the enjoyment of other members.

The pool, spa and exercise room are reserved for the exclusive use of residents living within Copper Creek Homeowners Association. Non-members are not allowed to reserve these facilities. The social room and the billiard room in the Clubhouse are available for reservation by private parties by following the procedures set forth under "Clubhouse Regulations." No recreation area may be rented for commercial or soliciting purposes.

The Clubhouse and its surrounding grounds and the dog park are the officially designated recreational areas in the community. No other part of the community is designated officially or unofficially as a recreational area. Driveways and parking areas are intended for vehicles parking and driving. Sidewalks are for pedestrian traffic only.

Vandalism, graffiti, or tagging on Common Elements within the community shall be assessed a fine in excess of \$100 as a health, safety and welfare violation. Repeat offenders may be assessed a maximum fine of \$1,000 per incident as permitted by the CC&Rs and NRS 116. The cost of repairs may be added as a special assessment.

The Clubhouse hall, kitchen and lounge are open from 8 am – 10 pm daily. Contacting security for access may be required. Otherwise, owners can gain access through use of the community-supplied key fobs. Access to these areas may be denied during private reserved parties. The pool area and fitness room are available year round.

The billiard room may be used between 8 am and 10 pm by Owners and their guests. The Owner must sign in with security or management and leave a photo ID. The ID will be returned when the equipment is returned. No food or drinks are allowed in the room.

The Clubhouse and recreation facilities are monitored constantly by video surveillance for the purpose of protecting the common areas for which all members enjoy.

A. POOL AND SPA REGULATIONS (NRS 444, NAC 444)

The following regulations apply to the pool and spa and the fenced in area, known hereafter as the pool area.

1. Any person using the pool does so at his/her own risk. There is no lifeguard on duty. Pregnant women and those with health conditions requiring medical care should consult their physicians before entering the spa. Extended exposure to HOT WATER or vapors may be detrimental to the health of elderly persons and persons with heart conditions, diabetes, or high or low blood pressure. The spa has a maximum temperature of 104°F.
2. No solo bathing allowed.
3. No cut-offs or clothing other than normal swimming attire shall be worn in the pool. The pool is a family recreation area. Please wear attire which is appropriate for a family recreation situation.
4. All persons using the swimming pool must take a shower before entering the water. And wash your hands before returning to the pool area.
5. Pool use is limited to Owners and four (4) guests per household. Guests must be accompanied by an Owner eighteen (18) years of age or older.
6. Private pool parties are prohibited. No chairs or tables can be reserved. Usage is on a first come, first served basis.
7. Children under the age of fourteen (14) must be accompanied by a parent or legal guardian who is 18 years of age or older in the pool area. Owners are responsible for the safety and conduct of the family members and their guests.

8. Children under 12 years of age must be accompanied by an adult in the spa and the maximum recommended exposure time for such children is 10 minutes.
9. Animals, bicycles, skate boards, roller blades/skates and any similarly inappropriate items are prohibited on the deck and within the pool area. An accommodation may be made for service animals.
10. Food and beverages are allowed in unbreakable containers – no glassware – and only in designated picnic areas.
11. Running, horseplay, diving or unruly conduct is not permitted.
12. The pool is open 20 hours and seven days a week except during periods of repair. The pool will close between 2-6 am daily. Unauthorized activity during closed hours is prohibited.
13. No tire inner tubes, rubber boats or oversized inflated pool toys are allowed.
14. No person having skin lesions, sores, inflamed eyes, mouth, nose or ear discharges, suffering from colds, fever, and coughs or possibly carrying any communicable disease shall use the pool or spa. Do not swim if you are ill with diarrhea or have had diarrhea within the past two weeks.
15. Spitting, soiling, or in any way contaminating the pool, spa, deck, walkways, or restrooms is prohibited.
16. Eating, drinking, smoking are not allowed in the water. No open containers of alcohol are allowed in the pool area. Anyone under the influence of alcohol should not be in the pool area.
17. No smoking is allowed inside the pool area. Smoking is allowed outside the fenced area.
18. Per Health Department Regulations, infants must wear diapers and waterproof rubber pants, with elastic at the waist and legs, at all times when in the pool. Diapers shall only be changed in the designated area in the restroom. Check your child's diaper/rubber swim pants regularly.
19. Only radios and stereos that are battery operated, used with headphones, are allowed in the pool and spa area at any time.
20. Intentional hyperventilation or extended breath holding activities are dangerous and prohibited.
21. The gate to the pool must remain closed and locked at all times. Propping open the gate or otherwise obstructing its proper closure is NEVER permitted in order to protect small children from entering the area unsupervised.

B. EXERCISE ROOM REGULATIONS:

1. Any person using equipment does so at their own risk. Users should follow manufacturing guidelines for age and proper use of the equipment. Please check with your physician prior to using the exercise equipment.
2. No smoking or alcohol is allowed in the exercise room.
3. Proper attire, including shoes and shirts are required at all times.
4. If equipment is in need of repair, please contact the Association management company. Do not attempt to adjust, operate, or repair equipment yourself.
5. Any misuse of the equipment or misbehavior is grounds for being removed from the exercise room. Any repair costs for damages caused by the misuse of the equipment may be charged to the Owner responsible.

C. CLUBHOUSE REGULATIONS

1. No smoking is allowed inside the clubhouse. Smoking is allowed outdoors at least 10 feet from the building.
2. A clubhouse reservation is for the Clubhouse hall and back deck only. The exercise room, pool, and spa are not reserved. Party members can not use the exercise room and with prior authorization they may occupy the pool area with up to ten (10) guests at a time. Owners must supervise their guests and all pool rules must be followed.
3. Reservation Applications must be completed by a member of the Association fifteen (15) days prior to event. Renters are not allowed rental of the clubhouse unless the owner completes the reservation application form. The member reserving the Clubhouse shall arrange for all pick-ups and deliveries to be made the day of the event.
4. The Clubhouse is available to rent from 8 am to 10 pm. The facilities should be cleaned and vacated no later than 11 pm.
5. The maximum occupancy of the Clubhouse is eighty (80) people due to fire regulations.
6. Alcohol consumption is allowed in the clubhouse, however, no loud, obnoxious or intoxicated behavior will be tolerated and there will be no glass containers for drinking allowed. Alcohol is allowed only for special event rentals and only allowed inside the Clubhouse, not outside.
7. For adult parties of 15 or more people serving alcohol, there will be a mandatory charge for an extra security guard levied on the renter of the club house. The guard will be hired through the Management Company and in the employ of the Association's Security Company. The charge will be commensurate with the going hourly rate for said company.
8. The fee to reserve the clubhouse is a non-refundable \$100.00 deposit and a refundable (upon inspection) \$250.00 deposit. The fee will be refunded if the clubhouse is left in the same condition as prior to being used. If damages occur the deposit will not be refunded. Any damages in excess of \$250.00 will be charged to the Owner reserving the clubhouse. The check shall be payable to Copper Creek HOA and must accompany the reservation application.
9. Reservations are on a first come, first served basis.
10. Live bands or disc jockeys are permitted, but, music must be limited to the enclosed Clubhouse and subject to the same restrictions enforced inside the community for noise.

11. Furniture must not be removed from the interior of the Clubhouse. Furniture is to be returned to the manner provided prior to use.
12. The member reserving the Clubhouse is liable and responsible for any damages caused by guests attending the event.
13. The member reserving the Clubhouse shall be responsible for their own set-up and clean-up.
14. Classes may be offered at the Clubhouse, providing the class is open to all members and attended only by members and their invited guests and there is no charge for the class. One member must be responsible for reserving and cleanup of the facility.
15. The Clubhouse may not be used for commercial purposes. Products may not be sold in the Clubhouse for the profit of any individual or commercial enterprise.
16. The member is responsible for setting appointment(s) with a designated committee member for inspection(s) of Clubhouse before and after event.
17. Refunds of deposits are subject to costs incurred for:
 - a. Damage to Clubhouse and/or its contents
 - b. Cleaning of the Clubhouse (to restore to condition prior to use)
 - c. Violation of the Guidelines and Conditions for reserving the Clubhouse.
 - d. Owner/Tenant not leaving premises by appointed time may result in an additional fee of \$65.00 per 30 minute increments.

X. RECREATIONAL EQUIPMENT (CC&R 9.3)

1. Any person may not operate or ride a skateboard, scooter or coaster, roller or in-line skates, or other similar device on any sidewalk or pedestrian easement in the community. A person operating, driving, or using an electric personal assistance mobility device, as defined in Clark County Code Section 14.42.020, who has a disability or a medical condition that necessitates the use of such device is exempted from this section. Operation of all such equipment in this section must be in accordance with traffic laws and ordinances.
2. Basketball hoops or similar sports equipment, bicycles, skateboards, scooters and similar riding equipment may not be stored in the front or side yard, porch, driveway when not being used. All such items must be stored in the backyard or garage.

XI. ABANDONED PERSONAL PROPERTY POLICY

Each resident and guest is responsible for his or her own items of personal property including, but not limited to, automobiles, bicycles, toys, clothing, sporting or other recreational equipment. Any personal property left unattended on any portion of the common areas, for a period of twenty-four (24) hours or more may be taken into custody and control of the Association where it will be held for a period of fifteen (15) days. If the Association's management company is not contacted by the owner, any such property unclaimed by the owner during such fifteen-day period will be considered abandoned by its owner to the ownership and possession of the Association to dispose of as the Association sees fit. Any person claiming ownership of such personal property must reasonably demonstrate ownership to representatives of the Association by way of a description of the property and the circumstances and location of its being left unattended.

XII. EXTERIOR MODIFICATIONS (CC&R Article 5)

Most exterior modifications require prior approval from the Board of Directors and/or the Architectural Review Committee. Architectural Approval forms should be submitted to the Association's business address. Any and all changes should not detract from the aesthetic value of the community. See Section XXVI also.

- A. **SECURITY AND SCREEN DOORS:** The design must be submitted to the Board of Directors, which includes color, location on the house and design. Doors and screens must be complementary in color to the house.
- B. **ANTENNAS:** Television, radio and satellite dish antennas/receivers must not be installed or constructed without prior approval of the Board. Upon written approval from the Board or the Architectural Review Committee, dishes must be placed on the back of the house first or the side but set back so as to minimize the ability to see the receiver from the street. No such device may be installed on the front of the house. All wires on the outside of the house must be bound together and secured to the building. Wires are to be painted to match the base color of the home.
- C. **PAINT:** Colors for the trim elements (all shutters, metal railings and the front door) must be the same color. The Board has selected some colors that are pre-approved and don't require ARC forms. The accepted colors are from Dunn-Edwards and they have a store at the corner of Tropicana and US 95 North. The base color of the house (the primary color comprising the majority of the exterior) may be painted any color similar to any existing base color so long as it complements the community. Owners must provide a color swatch to the Board prior to painting the base.

XIII. LANDSCAPE MAINTENANCE (CC&R 9.12)

- A. It is the responsibility of the Association to maintain the front yards of the individual units. This shall include the trimming of bushes and trees up to 12 feet from the ground, weed removal, and trash and plant debris removal.
- B. It is the responsibility of the homeowner to maintain the minimum plant count that was installed by the developer – this is five plants in the front yard. The Board may grant variances for considerations such as lot size and size of existing

plants or other unique elements. Homeowners are responsible to replace plants and/or trees and the irrigation system. It is the responsibility of the homeowner to ensure that the vegetation receives the proper amount of water and is in compliance with Las Vegas Valley Water District regulations. Homeowners shall landscape their backyards and maintain all plants so as to not be a nuisance to neighbors or common areas.

- C. Owners are responsible for replenishing the rock in their front, side and back yards. If Owners use ¾" red or gold granite decorative rock in the front or side yards, no Architectural Review is required. Any variations will require Board or Committee approval.
- D. The Association will replace a tree in the front yard of any residence one time with a bush. The intent is reduce the number of over-sized trees that can fall into the road and cause injury. Owners may choose any shrub or bush up to \$120.00, including labor.

XIV. PRIVATE PROPERTY NUISANCES (CC&R 9.6)

- A. Front and side yards must be kept clean at all times. There shall be no storage of boxes, refuse, bicycles, play equipment, toys, tools, automotive parts, indoor furniture or other unapproved items in the front or side yards or on porches.
- B. Barbecue grills (charcoal, gas, or electric) or any open fire shall only be permitted in the rear yard of the Unit, and should not be operated within five (5) feet of any structure or overhang. Open fires must be completely contained within a steel or masonry fire container and covered with wire mesh to prevent hot ash from escaping.
- C. Laundry, towels, clothes, etc., may not be placed to dry on front yards or where it is visible in the rear yard.
- D. Holiday lights and decorations are allowed to be put up thirty (30) days prior to the holiday and shall be removed within thirty (30) days after the holiday.
- E. Garden hoses shall be stored neatly.
- F. Side gates, screens on side gates, and courtyard doorways shall be approved by the ARC before installation.
- G. Dead plants may be replaced with the same species without Board approval. New types of plants require an ARC approval. Poisonous and dangerous plants in the front yard are prohibited. Fake plants are prohibited.
- H. Yard or garage sales, or any other commercial activity in the community shall not be allowed without prior approval from the Board. Two community-wide yard sales may be held each year as needed.
- I. Garage doors shall remain closed except when in use.
- J. Garages are for minor storage, tools, and parking of vehicles. Garages shall not be used for living quarters.
- K. Oil spots on the driveway shall be cleaned up promptly.
- L. All damage to the exterior of a house or yard shall be repaired within a reasonable time, generally fifteen (15) days for most damage. All lots shall be kept neat and orderly.
- M. Unoccupied homes should be checked by the Owner at least monthly. The Association is not liable for damage to any home. The Association may, at the discretion of the Board, enter onto a Lot and repair or cure any unkempt property, after notice and hearing, at the sole expense of the Owner.

XV. WINDOW COVERINGS

Window coverings shall be of a complementary color of the exterior of the home and shall be installed thirty (30) days after the close of escrow. Materials with patterns are not permitted. Newspaper, foil, paper, plastic, cardboard or any similar material shall not be displayed on any window. Tint, solar screens and shutters intended to improve security of the house or reduce energy costs may be allowed with prior Board approval.

XVI. REMOTE REPLACEMENT

Vehicular Gate Remote Controls are available at the office for \$45.00.

XVII. 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 the owner's last name in the directory. All new owners/residents must complete the 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 Manager and/or Management Company. The key fobs also allow entry at the directory.

XVIII. FIREWORKS

Fireworks that explode or rocket are illegal and prohibited anywhere on the property, including private and common elements. The use of fireworks on the property may subject the user and/or responsible Owner to a \$500.00 fine for a health, safety and welfare violation. The use of "Safe and Sane" fireworks is not allowed on common elements.

XIX. PENALTY POLICY AND PROCEDURE POLICY

All violations reported to the Association should be in writing and signed by the complainant.

All non-health, safety and welfare violations will be processed as follows:

- 1. Notice: A notice of hearing will be sent to the Owner advising of possible fines and sanctions, which may be imposed if the issue is not corrected. The letter informs the Owner that a hearing date has been set by the Board, or a designated

- committee, to allow the Owner to appear in person to be heard. The Owner should respond in writing to the complaint. An inspection will be made of the property after the response is received to verify compliance.
2. **Hearing:** If the Owner fails to cure the violation or to notify the Board of their intent to be heard, the Board may proceed with the meeting on the Owner's alleged violation, consider all relevant evidence, and render a decision without hearing from the member. A hearing response notice is sent by the Association informing the Owner of the Board's decision and sanctions, if any, and how the Owner may appeal. If the Owner is found to be in compliance, no notice will be sent. At the hearing, and within the time limits set by the Board, the member may present any evidence or make any statement relating to the violation. Owners may choose to be represented by counsel at any or all stages of these proceedings.
 3. 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 Owner is in violation and impose the penalty as set forth herein, or
 - c. Find that the Owner is in violation but allow additional time to cure the violation before assessing fines and/or sanctions
 4. 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 or fine the Owner according to the Fine Schedule and collect such assessments as provided in the CC&Rs and in accordance with NRS 116.31031. Sanctions may include either or both of the following:
 - b. Suspension of the right of the Owner, their tenants and/or guests to use any common area facilities owned, operated or maintained by the Association;
 - c. Suspension of the member's voting privileges.
 5. Repeated offenses and/or continuing violations of the same nature by a person who has previously gone through the above procedures automatically will incur a fine as stated in the Fine Schedule without requiring further hearings.
 6. If, after the hearing, the Owner refuses to abide by the decision imposed by the Board or its designee, the Association may, without further notice, take any legal action to compel compliance with such decision as provided for in the CC&Rs, including, but not limited to, placing a lien against the Owner's house in the Association.

**XX. FINE SCHEDULE & WAIVER POLICY RESOLUTION
2017 Amendment to the Rules, Regulations, Resolutions & Fee Schedule**

WHEREAS the Board is charged to uphold the Covenants, Conditions and Restrictions governing the Association and;
WHEREAS the governing documents grant the Board the power to adopt rules, regulations, standards, procedures and guidelines commensurate with NRS 116.31031 regarding enforcement of the governing documents and;
WHEREAS the Nevada Revised Statutes 116 and CC& R Article 3.6, provide guidelines for both the amount and frequency which fines may be applied and;
WHEREAS there is a need for homeowners to be aware of the fines that may be levied for violations of the governing documents;
NOW THEREFORE BE IT RESOLVED that initial and continuing fines for violations are as shown:

Parking	\$65.00
Moving Vehicles	\$100.00
Signage, Unsightly Articles, Trash, Window Coverings	\$65.00
Animals	\$50.00
Lease & Rentals	\$100.00
Nuisances – Noise/Odors	\$50.00
Nuisances – Private Property & Landscaping	\$65.00
Common Area Misuse & Damages	\$100.00 + costs of repairs, replacements & cleaning
Exterior Modifications, Disrepair & ARC	\$100.00
Health, Safety & Welfare – Any issue the Board deems a threat to life and/or property	Up to \$1,000 depending on severity of the violation

and;
BE IT FURTHER RESOLVED Owners are responsible for their guests, tenants, representatives, agents, family members or related parties for full repair and/or replacement costs for damages to common areas;
BE IT FURTHER RESOLVED that uncorrected violations will be continuing fines that accumulate as noted above every seven (7) days, and the Board may suspend voting rights and the use of common area privileges during the time period that the violation exists and;
BE IT FURTHER RESOLVED that all violations are considered ongoing violations until closed by the Board or its agent and;
BE IT FURTHER RESOLVED that the Board may deviate from the fine schedule while staying within the parameters of the governing documents and NRS 116 at its sole discretion.
BE IT FURTHER RESOLVED that the Board repeals all prior resolutions and policies pertaining to fines and schedules and fine waivers, and;
BE IT FURTHER RESOLVED that the Board adopts the automatic reversal of fines under the following protocol:

Owners assessed a penalty for non-compliance of the governing documents may appeal to the Board after the violation has been corrected. Owners must also be no more than 60 days delinquent on assessments and special assessments or the appeal is denied. The Board, upon evidence the violation has been corrected, agrees to waive the fine(s) in the following manner:

If the violation was corrected within the amount of time since the assessment of the penalty as shown in Column A, then the Board waives the corresponding amount in Column B:

A	B
60 days or less	100%
61-90 days	80%
91-120 days	50%
121 days or more	Board's sole discretion

Regardless of the table above, if three or more nuisance violations occurred on a property within any 60-day period, and/or more than eight violations of any type occur on a property within any 12-month period, the Board may use its discretion in determining how much, if any, of the fines may be waived. The Board may consider aggravating and mitigating factors.

XXI. LEASES/RENTALS RESOLUTION

1. WHEREAS, Copper Creek Homeowners Association ("Association"), a Nevada common-interest community, was created by the recording of the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements for Copper Creek ("CC&R's"), made by TOUSA Homes, Inc., dba Trophy Homes ("Declarant"), in the Official Records of the Clark County, Nevada Recorder, on October 09, 2003, in Book No. 20031009, as Instrument No.01755;
2. WHEREAS, Copper Creek Homeowners Association, a Nevada nonprofit corporation, was formed on October 10, 2003, by the filing of the Articles of Incorporation of Copper Creek Homeowners Association ("Articles"), Entity Number C24957-2003, with the Secretary of State of the State of Nevada.
3. WHEREAS, CC&R's Article 9 *Residence and Use Restrictions*, Section 9.13 *Lease Restrictions*, Subsection (c) *Limitation on Number of Leases*, states "No more than one (1) Lot or portion thereof (including the Residence thereon) in each Phase of Development shall be rented or leased at any given time, as determined by the Board in its discretion." Thus, the Board, in its discretion, pursuant to the CC&R's, may determine that the number of Lots that may be rented or leased at any given time in a Phase of Development is either zero (0) or one (1);
4. WHEREAS, while the Declarant was in control of the Board of Directors ("Declarant Board") of the Association, and since the Declarant Control Period has ended, an excessive number of rentals have existed in the Copper Creek Community ("Community");
5. WHEREAS, after the Declarant Control Period ended, the owner controlled Board of Directors ("Board") of the Association had taken steps to remedy the excessive number of Lots rented in the Community, through the enactment of the Copper Creek Association Regulations and Fee Schedule ("Rules and Regulations"), adopted November 14, 2006, amended February 19, 2008, and incorporating, in November 18, 2008, the Copper Creek Homeowners Association Resolution for Renter Registration, adopted August 21, 2007 and effective September 22, 2007 ("Rental Resolution")(collectively "Rental Rules");
6. WHEREAS, the District Court, Clark County, Nevada ("Court"), in *Copper Creek Homeowners Association, Inc. v. Liang Mei Tzu Chen*, Case No. A- 09-595983-C, found that the Rental Rules violated the requirement of uniform enforcement because certain owners were "grandfathered" (allowed to continue to rent) on the effective date of the Rental Rule change, based upon the ownership of their Lot, rather than based upon the existing lease, thus, in essence, treating owners differently for an indefinite period of time ("... i.e. when they "may" sell their homes.");
7. WHEREAS, the Court recognized that an Association may regulate rentals by changing its Rules from time to time, stating "Unequal treatment of members who are similarly situated usually will be an easy case of unfairness, but will become difficult when the association decides to change the rules. . . . Indeed, a board's decision to limit or halt excessive leasing and thus, disapproving such future occupancy to owners' tenants is reasonably necessary to carry out the social purposes of the common-interest community." Additionally, the Court stated that "This case does not

involve a situation where a “grandfathered” owner becomes subject to the 40-unit lease restriction after their leases, in effect at the time of the Rules’ change and implementation expire.”, thus recognizing that uniform enforcement could be achieved by grandfathering existing leases, rather than Lots, as of the effective date of a Rule change.

8 WHEREAS, the members of the Board understand and acknowledge that part of their fiduciary duty under Nevada Revised Statutes (“NRS”) 116.3103 is to uniformly enforce the Governing Documents of the Association [See also Nevada Administrative Code (“NAC”) 116.405(8) (b)], and that uniform enforcement of Rules refers to enforcement under the same or similar circumstances [See NRS 116.31065(5)] (treating similarly situated Owners similarly);

9. WHEREAS, the Board desires to adopt this resolution (“Resolution”) limiting the number of rentals within the Community, pursuant to the provisions of the CC&R’s, and consistent with Nevada Law, and the reasoning in the Court’s decision in *Copper Creek Homeowners Association, Inc. v. Liang Mei Tzu Chen*;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That this Resolution shall be recorded in the Official Records of the Clark County, Nevada Recorder.
2. That in case of conflict between any provision of this Resolution and any provision of any previous Resolution or Rule, the conflicting provision of this Resolution shall prevail.
3. That the Board hereby exercises its discretion, pursuant to CC&R’s Section 9.13 *Lease Restrictions*, Subsection (c) *Limitation on Number of Leases*, by determining that the number of Lots that may be rented or leased at any given time in a Phase of Development shall be zero (0).
4. That the effective date of this Resolution shall be January 1, 2012 (“Effective Date”).
5. That any fully executed, current and existing lease, which complies with the provisions of the CC&R’s, and which is on file with the Association as of the Effective Date of this Resolution, shall be grandfathered until the termination of the lease.

XXII. COLLECTION POLICY

Copper Creek Homeowners Association Collection of Assessments Policy

WHEREAS, Article 2, Section 2.2 of the Declaration of Covenants, Conditions and Restrictions for Copper Creek Homeowners Association (the “Association”) contains the covenant for assessments,

WHEREAS, it is the intent of the Board of Directors to comply with and implement the procedures for the collection of assessments,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors has adopted the following policy.

1. Assessments and Due Dates: Regular assessments shall be levied in **monthly** installments and are due on the first day of each calendar **month** and Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. Regular, special and reserve assessments, capital contributions and construction penalties in whole or in part shall be past due if not paid or post marked on or before the due date.
2. Notice of Assessments: The Association shall give the owners notice before any increase in the annual assessment or any special assessment. Notice shall be deemed provided via the budget and any increase in assessments shall be deemed approved upon ratification of the annual budget by the unit owners unless the governing documents require additional approvals. Notice shall be sent via U.S mail to the mailing address of the unit owner provided to management as of the date of the notice. It is the responsibility of each owner to provide written notification to the Association of any mailing address changes.
3. Late Fees & Interest: When an installment payment of a regular assessment or a special assessment in whole or in part becomes **15** days past due, the owner’s account with the Association shall be charged with a late fee of **\$10** per month. The Association may charge interest at a rate allowed by law (rate equal to the prime plus 2%; See NRS 116.3115(3)) on any assessments more than sixty (60) days past due..
4. Reminder Notice: If the owner’s assessment or fine account carries a balance an account statement detailing charges may be sent to the mailing address on file.
5. Pre-Collection Notice: Not earlier than 60 days after an assessment, charge, fine, or any portion thereof, or any other obligation has become past due, the Association shall mail to the address on file for the unit’s owner the following:
 1. A schedule of fees that may be charged if the unit owner fails to pay the past due obligation;
 2. A proposed repayment plan; and

3. A notice of the right to contest the past due assessment at a hearing before the executive board and the procedures for requesting a hearing.

There will be a \$100.00 charge for this service.

6. Assignment of Account for Collections: If the owner's assessment account remains unpaid for 30 days or more subsequent to the Association's mailing of the Pre Collection Notice and there is no contestation or agreed upon payment plan, the Association shall assign the account to a collection agency/law firm for further action at the Board's discretion. The Association may pursue one or more of these alternatives: (1) non-judicial foreclosure proceedings, (2) court action, or (3) judicial foreclosure.

7. Application of Payments: Payments shall be applied first to principle (assessments, capital contributions construction penalties); then interest, late fees, letter charges and collection/attorney fees. Payments may not be applied to fines unless the homeowner specifies in writing the payment is to be applied to fines.

8. All Recoverable Costs: As provided by law, any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late fees and interest charges, management or collection company administrative costs, charges of preparing and mailing notice, intent and/or demand letters, recording costs, legal expenses, costs associated with court actions and the like shall be an additional charge against the owner and the owner's lot and shall be subject to collection action pursuant to this Policy.

9. Recording of the Notice of Delinquent Assessments: A Notice of Delinquent Assessments shall be mailed to the unit owner at the addresses provided to management and recorded in the County Recorder's Office if, within the given timeframe, the owner fails to pay the entire balance of the account, which may include but is not limited to, the following: delinquent assessments, interest, late fees, management administrative fees, attorney's fees and collection fees and costs. A recorded Notice of Delinquent Assessment serves as notice of the lien on the delinquent owner's unit that is subject to foreclosure.

10. Foreclosure: If payment for all sums that are then delinquent, including the delinquent assessment, late charges, costs, and reasonable attorney's fees is not made within thirty (30) days of the mailing of the notice/lien a Notice of Default and Election to Sell may be recorded against the owner's unit. Not sooner than ninety (90) days after the Notice of Default and Election to Sell, the Association may proceed with the Notice of Sale and conduct a non-judicial foreclosure sale of the delinquent unit pursuant to, and in accordance with the timelines of, NRS 116.31162 *et seq.* During the course of the non-judicial foreclosure process the Association may, but is not required to, provide other notices to the delinquent owner in addition to this noted therein.

11. Maintenance and Abatement Lien: Subject to the provisions contained in NRS 116.310312, the Association may enter the grounds of a unit which is vacant or subject to foreclosure in order to maintain the exterior of the unit or abate a public nuisance on the exterior of the unit. The Association may order that the costs of any maintenance or abatement conducted pursuant to NRS 116.310312, including, without limitation, reasonable inspection fees, notification and collection costs and interest, be charged against the unit. The Association shall keep a record of such costs and interest charged against the unit and have a lien on the unit for any unpaid amount of the charges. If the unit owner fails to pay the assessment in full such lien will be subject to collection pursuant to this policy.

12. Forbearance Agreement (Payment Plan): Forbearance agreement requests must be submitted in writing for approval. Any agreement entered into with the owner shall be reasonable, as determined by the Board, and for the purpose of assuring that the best interest of the Association is served. Failure of an owner to comply with an approved payment schedule shall give the Board and/or its attorney/agent the right to immediately continue the collection process without further notice to the owner.

13. Recovery of Legal and Collection Fees and Costs: If a lawsuit or a foreclosure proceeding is initialized by the Association to recover assessments, the Association is entitled, by law, to not only recover the amounts in default, late charges and interest, but additionally all collection fees and costs including title company, posting, publishing company charges, legal and attorney's fees.

14. Dishonored Payments: At any time that the Association or its designated agent receives a payment dishonored by the bank for any reason, the costs incurred by the Association resulting from such dishonored payment shall be assessed against the unit owner in addition to a Returned Check Fee being charged by the managing agent. The Association may also seek damages in accordance with Nevada Revised Statutes.

15. Dispute of Charges: If the owner questions the accuracy of the calculation of an account or the amount charged to the assessment, abatement or fine account, a written objection to the specific charges must be made (received) to the Board of Directors within 15 days of the date of the Pre Collection Notice. A telephone call will not reserve any rights. Simply disputing an account will not halt or prevent collection activity. An owner should make payment in full, enter into a payment plan, or

seek other written confirmation if they want to avoid an account moving forward in collections. The owner must provide the following information in writing regarding any dispute:

1. The owner's name, unit address, mailing address and account number.
2. The exact dollar amount and description of the charges in dispute or allegedly in error.
3. For each charge in dispute, an explanation of the reasons the owner believes there is an error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated efficiently and effectively.
4. Copies of checks (both front and back, mandatory), letters or other documents referred to or claimed must accompany the written objection.

16. Other Remedies: The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect assessments, charges, fines and related costs and charges, including but not limited to restricting access to or use of certain common areas, revoking voting privileges, bringing an action in Small Claims, Municipal, District Court, or any other legal action available. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

17. Collection of Fines: When fines for non-health, safety or welfare violations remain unpaid subsequent to the Pre-Collection Notice, procedures for collections of the same shall be done in accordance with the collection procedures set forth herein with respect to imposing a lien. Where fines involve health, safety or welfare violations they shall be collected and subject to foreclosure as set forth herein and NRS 116.31031.

18. Miscellaneous: Nevada law provides that Association management, along with other third party agents, do not wield the authority to write off any principal assessment, charges, or fine amounts due to the Association. The Executive Board must approve all write-offs of debt. Community manager must provide timely updates and reports as necessary to the Association's Executive Board.

19. Void Provision: If any provision of this policy is determined to be null and void, all other provisions of the policy shall remain in full force and effect.

20. Effective Date of this Policy. This policy was duly adopted by the action of the Board of Directors on 10/15/2013 and shall be effective 30 days after mailing to the membership.

XXIII. ARCHITECTURAL GUIDELINES (CC&R Article 5)

The goal of the Architectural Review Committee (ARC) is to evaluate each project to ensure that any improvements are harmonious to adjacent neighbors and add to the community as a whole. ARC does not provide engineering or architectural approval. The ARC is comprised of the Board of Directors. They delegate the authority to approve/reject applications to the Community Manager so long as the proposed changes meet the general guidelines stated herein. This section does not supersede any other section of this document and is intended to provide an overview of the review process.

ARC doesn't want to specify to homeowners exactly how to improve their property, but we have developed general rules for the mutual benefit of Copper Creek:

The ARC can require a Designated Bond or Cash Bond. The ARC will determine the bond amount at the time of reviewing the submittal. If a bond is required, it will need to be received by the Community Manager prior to commencement of any installation or other work pertaining to landscaping, swimming pools or spas or other improvements on any lot. The bond is to be held in the name of the Association, not PRO HOA MANAGERS. The bond can be used to make repairs to any damage to any sidewalks, curb, street, party wall, Common Element, or other areas. If the bond is insufficient to repair all such damage, then any and any related costs shall be assessed against the Homeowner as a Special Assessment.

Please provide a rough sketch of improvement locations and dimensions and include all materials to be used. If you're using a vendor to perform the work, it's recommended you check out their credentials and references, and make sure they are licensed and insured to perform the specified work.

ARC may require such detail in plans and specifications as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors.

Please keep trees at least 2-3 feet from the block walls, retaining walls and structures - preferably 5-feet if you have a large backyard. Homeowners are liable for wall damage due to trees etc. in their backyard. You should show your neighbors this sketch so they know what you are planting next to their yard, particularly if the tree litters or blocks a view.

Owners must provide plant names. You can make a big list of plant names you like - if you don't plant all of them that's fine. Please don't plant olive, mulberry, or other high pollen plants. No poisonous plants (this includes oleander) in the front yard. The preference is for desert-style landscaping in the front yards.

Plants shall be installed with proper drip/sprinkler irrigation. Please keep all emitters about 2-3 feet away from the block walls. Homeowners shall maintain all landscaping once installed or another application is submitted. Water barriers are recommended to prevent damage to block walls.

No new turf is allowed in front yards. Fifty percent of turf in side and rear yard or 100 square feet, whichever is greater, may be grass (max. 5,000 square feet), per the Las Vegas Valley Water District.

Backyard patios should be no larger than half of the total backyard. You may use landscaping rock for your entire backyard; however, every backyard must have some sort of vegetation (not weeds!). Hard surfaces like concrete patios do not absorb noise, leading to an echo problem in our community. Vegetation absorbs noise, so we encourage you to plant as much as possible. Please try to creatively fill your backyard. Dirt areas are not permitted in backyards as part of the homeowner's obligation to landscape within 1 year (with the exception of an active garden).

Front yards must have at least five healthy plants (this is what the developer installed). The HOA is obligated to enforce this but variances may be made depending on lot size and size of plants. The homeowner is responsible for developing the proper watering schedule, as the irrigation clocks are inside the garage and not accessible by the community groundskeeper.

Anything that is exterior to the walls of the home and intended as a permanent part of the home/yard should be included in the application. Neutral colors, or colors which match the scheme of your home are required. Spas and pools shall have self-contained pumping mechanisms to reduce noise.

The Board has the right to fine and/or require that something be removed if it has not been approved by application. The ARC and the Board have the right to establish special working hours and limit durations. All proper building permits are required before final approval on spas, pools, walls, and additions, for example. Please contact the Clark County Building Department for permitting info.

If it is necessary to use part of the Common Element for temporary storage of rock mulch, garbage bins, or for any other reason, you must include this in your ARC form. The maximum duration shall be approved by the Board. This shall not interfere with ordinary ingress and egress of any other unit in the community.

Owners must make a sincere attempt to have their neighbors sign off on the proposed plans. If the neighbor is not home or the house is vacant, state the day and time you attempted to reach them. This is a courtesy to your neighbors and does not imply the proposal is approved or denied. Please make sure the signer is the homeowner and not a family member, guest or tenant.

Any application submitted pursuant to Section 5.3 shall be deemed rejected and disapproved unless written approval or a request for additional information or materials by ARC shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by ARC of all required materials.

The homeowner shall do a utility investigation before any construction activity that involves digging or moving soil. The homeowner is responsible for knowing where any utility easements exist on his/her property and for all damage associated to any utility that is inadvertently damaged. Residents along Nickel Ridge and La Perla should be aware that a sewer line lies underneath their backyards.

IMPORTANT! CALL BEFORE YOU DIG! Dial 811 or 1-800-227-2600 at least two days prior to digging. This is a free utility location service provided by companies so that you don't hit their lines, and anybody landscaping is required by law to call it before starting. It might save you a major headache.

Suggested drought-tolerant plants that are acceptable for front yards:

Shrubs

Rosemary, Sage, Hawthorn, Desert Bird of Paradise, Arborvitae, Lantana, Bush Daisy, Cotoneaster, Cassia, Pyracantha, Grapes, Lavender, Bottlebrush, Rosewood, Sugar bush, Xylosma, Yucca, Perky Sue, Desert Spoon, Agave, Ornamental Grasses

Trees

Chaste Tree, Chitalpa Tree, California Pepper Tree, African Sumac, * Fan Ash, * Desert Willow, Palo Verde, Locust, Elm, Live Oak, Mesquite, Mondell Pine, Pistache/Pistachio, Strawberry Guava, Chilopsis, * Texas Umbrella, Fan Palms, Golden rain Tree, Silk Tree, Pomegranate, Almond

*** These trees you should plant at least 5 feet from any structure**

Examples of plants that are not acceptable in front yards due to toxicity, pollen, or other danger: Oleander, Ocotillo, Cactus, Sago Palm, Mulberry, and Flowering Olive.

XXIV. GUIDELINES AND RULES FOR SELLING A HOME IN COPPER CREEK

1. Realtor signs may be placed in the windows only. No posts are allowed.
2. Access to the community is through security only: enter 561 at the gate to call security. Security will ask your business: you are to state you are a realtor and the address you are going to. Security will then follow up.
3. Realtors and prospective buyers have been and will always be responsible for doing their due diligence before purchasing a property in this community. Speaking with the Community Manager is the best way for both Realtors and prospective buyers to learn about the restrictions and advantages of living in Copper Creek.
4. Open house rules:
 - a. Minimize the number of open house signs on Broadbent Blvd. and in the community. Take them with you afterward.
 - b. Access is through Security only, have prospective buyers dial 561 to reach security at the gate.
 - c. Access codes are not to be published. If a homeowner code is published in MLS or otherwise, the code will be removed from the entry system immediately.
 - d. A sign stating that there is a rental restriction in the community must be placed on the entryway to the home. There are no rentals allowed in Copper Creek.

XXV. INSURANCE REQUIREMENTS

All owners should carry a personal property and liability insurance policy. Each home owner should consult with an insurance professional regarding the insurance coverage which best suits the owner's needs. The Association will not be responsible for loss of personal property or separate interest property due to fire, flood, theft, or any other peril.

Nothing is permitted to be kept or done within a unit or in the community that would increase or cause the cancellation of insurance pertaining to any portion of community. Proof of liability insurance is required from homeowners who have been granted a hardship variance to rent before renting their home.

XXVI. BOARD OF DIRECTOR'S RESOLUTION

**PERTAINING TO *PARLIAMENTARY PROCEDURES* FOR
MEETINGS OF THE COPPER CREEK HOMEOWNERS ASSOCIATION**

AUTHORITY AND PURPOSE FOR THE RESOLUTION:

WHEREAS, Copper Creek HOA is a Nevada Corporation duly organized and existing under the laws of the State of Nevada; and

WHEREAS, By Laws Article 3.6 grants the Board authority to set guidelines for the conduct of business; and

WHEREAS, NRS 116 has specific provisions regarding the Board of Directors responsibility to adopt rules on how meetings will be conducted; and

WHEREAS, the Copper Creek Board of Directors feel it is important that a consistent standard is set for running the business meetings and affairs of the community to facilitate orderly and effective meetings.

NOW THEREFORE, BE IT RESOLVED:

All meetings will be conducted using the following format until otherwise changed by a majority vote of the members of the Board of Directors and memorialized and adopted in a formal resolution.

- 1) Owner (an owner as defined under current NRS 116 provisions) comments will be taken at the beginning of each Board of Director's meeting, at the end of the Board meetings. Comments during the homeowner forum at the beginning, or in accordance with current Nevada law, should be regarding items that are on the agenda, while any item may be discussed in the homeowner forum at the end of the meeting. No owner will speak for more than 3 minutes and no individual person may exceed the 3 minute limit even if a person owns more than one unit. An owner in attendance is allowed to surrender his or her 3 minute time for another owner to use. Both homeowner forums will be listed on the agenda of the meeting and taken at that time, or at any other time appropriate for those comments as determined by the Chair. Time permitting, the Chair may at his or her discretion allow owners additional time to speak, unless it is objected to by another board member.
- 2) Should any Director wish to suspend these rules for any meeting or portion of a meeting, the Director must first be recognized by the Chair before a motion can be made to do so.
- 3) Before any action is taken on any item, a motion must be made. At a Director's meeting, a Board Member must make the motion, but at a Member's meeting any owner, including a board member, may make a motion from the floor as long as the item was properly noticed on the members meeting agenda and distributed in accordance with NRS 116 laws.

- 4) Unless it relates to an emergency as defined in NRS 116, before any motion is made, the action for consideration must have been properly placed and noticed on the agenda of the meeting in which the action is being requested. The agenda must be prepared and available according to current NRS 116 requirements.
- 5) Each agenda will state that action may be taken on any item and each item will be specific enough to allow owners a general understanding of what action may be taken at any meeting.
- 6) At a Board meeting, a Board member wishing to make a motion must be recognized by the Chair. The Chairperson for Copper Creek will be the President unless otherwise determined by motion or in case of his or her absence. If the President is not available, the officers will chair in the following order: Vice President, Treasurer and then the Secretary. If none of the officers are available, the meeting will be adjourned and all action will be delayed until the next meeting unless the business is of an emergency nature.
- 7) At a member's meeting the Chairperson will be the President unless otherwise determined by the Board.
- 8) A motion must be made before any discussion shall be held on any item. If no second is then received, the motion shall fail and other motions can be considered. The Chair will have discretion to allow limited discussion on an agenda item prior to a motion being made.
- 9) Any discussion is limited to each director addressing each motion one time. At the Chair's discretion an additional round of discussion may be permitted.
- 10) Regardless of what the Copper Creek documents may say, a majority of the board must be present in person, via telephone or video conference for the entire board meeting to satisfy Nevada law since it requires that a quorum must be maintained throughout the entire meeting if action is to be taken.
- 11) A majority of the members of the Board present in person, via telephone or video conference is required to pass any motion.
- 12) If a motion is tabled instead of postponed, any Board member can call for a vote at any time to resurrect the agenda item in the same meeting.
- 13) If the original motion is changed, the original person making the motion must approve of the amendment before a second is received and further discussion proceeds.
- 14) If a majority of the Directors vote to amend a motion, a vote must be taken on the amendment before the original motion is voted upon.
- 15) All motions made during a Board or Members meeting shall be recorded in the minutes according to current Nevada law.
- 16) The President can make motions and may vote as he or she is a Director first and an officer of the Board second. In serving as an officer, the President does not give up his voting rights as a Director.
- 17) Abstentions are counted as absence and a majority of the votes cast decide the issue. Board Members will not abstain simply because they don't want to voice their opinions in front of the owners.
- 18) The minutes of any Board meeting will reflect how each Board Member voted as required by current NRS 116 provisions.
- 19) A motion is needed to adjourn the meetings. It requires a second and cannot be amended.
- 20) If any board meeting is held where a Director must attend via telephone or video conference, the following rules apply for that meeting:
 - a. A speaker phone will be used where every party can hear everyone else.
 - b. Any person needing to leave the meeting prematurely will let the Chair know.
 - c. Announcements will be made at the beginning of each meeting if there are any time constraints requiring a director to leave early.
 - d. Each member will be polled for their opinion and the Chair shall insure that this includes phone or video attendees.
 - e. Any distractions will be minimized such as television, radio, animals, children or other noises to not impair the phone or video participation.
 - f. Each speaker will identify themselves before they speak so it is clear who is speaking at all locations.
 - g. If someone is calling in long distance a timed agenda may be used to minimize the long distance charges for that individual.

If the law changes and becomes effective before this resolution can be changed, the law takes precedence over this resolution to the extent of any conflicts.

This resolution is adopted in resolution format at the September 20, 2011 Board of Directors Meeting.