

**CANYON CREEK VILLAS
HOMEOWNERS ASSOCIATION, INC.**

RULES & REGULATIONS

Rev. July 29, 2010

1. PREAMBLE

The purpose of the rules and regulations set forth in this document (the "Rules and Regulations") is to establish basic standards of conduct required of all Members, residents and guests of Canyon Creek Villas Homeowners Association, Inc. (the "Association"), a Nevada non-profit corporation established pursuant to Nevada's Uniform Common Interest Ownership Act, Nevada Revised Statutes Chapter 116 (the "Act"). The Rules and Regulations are intended to help ensure that every Member may more fully enjoy his, her, or its Membership rights and privileges and ownership, possession, and use of his, her, or its Unit. Accordingly, the Rules and Regulations are hereby implemented for the development known as Canyon Creek Villas Condominiums (the "Project") to supplement the restrictions set forth in the Covenants, Conditions, and Restrictions for Canyon Creek Villas Condominiums (the "CC&R's").

All capitalized terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to them in the CC&R's.

These Rules and Regulations, and any amendment thereof or replacement thereto, shall govern the conduct of and be binding upon all Owners, each Owner's family, household members, guests, employees, invitees, lessees, agents, and others. Every Owner shall be responsible for any violations of the Documents and these Rules and Regulations occurring by the Owner, occupants of the Unit, employees, invitees, lessees, and agents. Notwithstanding the foregoing, these Rules and Regulations shall not apply to Declarant, its agents, employees, guests, invitees, and contractors, or any Units owned by Declarant.

2. REPORTING OF VIOLATIONS

An Owner may report a violation of these Rules and Regulations or the Documents to the Board, the Association's community manager, if any, or such person or committee that may be designated by the Board, and shall set forth in writing: (a) the alleged violation; (b) the name of the individual who allegedly committed the violation; (c) the name of the Owner responsible for the violation; and (d) the name and telephone number of the person making the complaint. The Board reserves the right to investigate any and all facts to its satisfaction. The Board also reserves the right to determine in its reasonable discretion when and if to either initiate or terminate an investigation.

3. COMMON ELEMENTS, LIMITED COMMON ELEMENTS , AND AMENITIES

31 Declarant has constructed (or, as applicable, but without warranty or representation whatsoever that such will be accomplished, or when it will be accomplished, Declarant anticipates constructing at some time in the future), and the Association will be required to maintain, common use recreational amenities comprising a part of the Common Elements or Limited Common Elements, including but not necessarily limited to a pool and spa, pool decking and amenities, landscaped areas, exercise facilities, and similar improvements (the "Recreational Amenities"), all as shown on the recorded subdivision plat Map(s) for the Project, including, as applicable, any proposed future annexations into the Project. Usage of these Recreational Amenities shall be on a first come first served basis unless otherwise and specifically set forth herein for certain amenities.

- 3.2 No activity is permitted within or upon these Recreational Amenities, which causes damage to or defaces any structure or improvements thereon. Individuals responsible for any such damage (and in the case of any guest, family member, employee, agent, or invitee of any Owner, the applicable Owner) will be required to reimburse the Association for all expenses incurred in the replacement or restoration of any damaged items.
- 3.3 For safety, liability and quiet enjoyment reasons, children are not allowed to run in the Clubhouse, climb on any of the Clubhouse furniture, nor play in the Clubhouse. Children shall never be left unattended in any of the Common Elements
- 3.4 No planting may be done in the Common Elements or Limited Common Elements by any Owner, except upon the approval of ARC.
- 3.5 Declarant will provide no more than two (2) sets of keys or other access devices required for access to any Recreational Amenity or entranceway into the building per Unit to the Owner at the time of the original purchase. The Association shall provide any replacement or additional keys or devices at a cost sufficient to cover the cost of the keys or device and administrative handling.
- 3.6 The Recreational Amenities shall constitute Limited Common Elements in favor of the Residential Owners.
- 3.7 Declarant has constructed (or, as applicable, but without warranty or representation whatsoever that such will be accomplished, or when, Declarant anticipates constructing at some time in the future), and the Association will maintain certain non-recreational Common Elements including but not necessarily limited to the building structures excluding the interior of the individual Units but including the lobbies, common terraces/balconies, stairs, Parking Areas, roll-up entry gates, and other non-recreational items as currently shown on the recorded subdivision plat Map(s) or proposed future annexations into the community (the "Non-Recreational Common Elements").
- 3.8 All Non-Recreational Common Elements are for access to the Units, to contain the Units themselves and contain necessary utilities and appurtenances with respect to the Units (with respect to, the building structures), or for common interest and convenience. Unless as a guest of another Owner having right to enter thereupon, no person shall have the right to enter upon or access any portion of the non-recreational common-use amenities where access is secured and limited and where a device or code is required for entry into that area, or any Limited Common Element exclusively serving a particular Unit.
- 3.9 No Owner shall have the authority to use or impede the use of any Common Element that is not reasonably necessary in conjunction with the use and access of their Unit or visitation of another Owner.
- 3.10 Common Elements are to be used solely for their intended purpose. No Owner shall alter or damage any wall, floor or other surface so as to affect the livability of adjacent Units by compromising the privacy, sound attenuation, moisture control, or air infiltration properties that were provided with original construction of the Units.
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- 3.11 There shall be no disturbing noises in or about the Common Elements which would interfere with the use or enjoyment of any Owner or person with respect to the Common Elements or a Unit. Without limiting the foregoing, there shall be no instruments or audio or visual equipment used in or around the Common Elements in such a manner as to disturb other Owners or persons.
- 3.12 No disturbing odors shall be permitted or caused to exist on or about the Common Elements.
- 3.13 Except as permitted by the Declarant pursuant to the CC&R's, no signs, posters, notices, or advertisements of any nature shall be permitted in or affixed to any part of the Common Elements.
- 3.14 All sidewalks, entranceways, lobbies, passages, hallways, entrance areas, and other areas of the Common Elements shall be used solely for purposes of pedestrian ingress and egress. Without limiting the foregoing, no storage of any personal property shall be permitted in any such Common Elements. Moreover, no use of any skateboards, bicycles, or similar vehicles shall be permitted for use in the Common Elements.
- 3.15 Business materials, cards, brochures, and pamphlets shall not be permitted in the lobbies or hallways comprising the Common Elements.
- 3.16 No professional photography, video, or moviemaking shall be permitted in any Common Elements without the prior consent of the Board.
- 3.17 Food and beverages shall not be consumed in any Common Elements except in areas designated for such purpose, if any, by the Board.
- 3.18 Shirts and shoes shall be required in the Clubhouse area and in all Common Elements except for the pool area and private Terraces. No swimsuit wearing shall be permitted in the Clubhouse area. No wet persons shall be permitted in the Clubhouse area.
- 3.19 No articles other than patio-type furniture (excluding umbrellas) and suitable plants, as approved by the ARC, shall be placed on any terraces or outside balconies. No linens, clothing, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind or other articles, shall be shaken or hung from any of the windows, doors, terraces or balconies or other portions of the Building.
- 3.20 No Owner or occupant shall permit anything to fall from a window, door, or balcony of the Unit or Common Elements, nor sweep or throw from the Unit or Common Elements any dirt or other substance onto or upon the Common Elements or Limited Common Elements.
- 3.21 Smoking is not permitted in any of the indoor Common Elements except in areas designated for such purpose, if any, by the Board.
- 3.22 All individuals moving in or out of the Project must notify the Manager or other person designated by the Board not less than one (1) week in advance and must coordinate with the Manager or such other person for a convenient day and time during which the move may occur. Moving shall only occur between the hours of 8:00 a.m. and 6:00 p.m. daily.
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4 RECREATIONAL AMENITY USAGE

- 4.1 The Recreational Amenities are intended for and reserved for the recreation and enjoyment of the Owners and their families and guests.
- 4.2 The exercise room and locker room facilities are for use on a first come first served basis.
- 4.3 The hours of access to the exercise room facilities have been initially established by the Declarant at twenty-four (24) hours per day although this may be modified by the Board in the future.
- 4.4 Common courtesy shall be required of all Members and Guest using the fitness equipment and Recreational Amenities. No offensive or aggressive behavior or acts shall be tolerated.
- 4.5 Proper fitness attire including shoes, full shirt (no tank tops), and shorts or pants shall be worn when using exercise room facilities.
- 4.6 No food or drink is allowed in any of the fitness or locker room areas with the exception of a close-able water bottle containing water.
- 4.7 Weights shall be put back onto weight storage racks immediately upon the completion of their use.
- 4.8 Towels (if available) shall be signed out and a replacement fee billed to the owner or resident: if not returned.
- 4.9 Use of cardio equipment shall be limited to 30 minutes when others are waiting.
- 4.10 Towels for wiping down equipment after each use are required.
- 4.11 Lockers are limited to use during each visit and contents and locks left on overnight shall be removed and disposed of or stored at the owner's expense.
- 4.12 A limited number of parking spaces in the parking area may from time to time (but need not) be designated for guest usage. Parking in the parking area of guest cars not in designated guest parking spaces shall be subject to towing, at the automobile owner's expense. Access to the parking area to guests may be restricted after designated and posted hours (before 6:30 a.m. and after 8:00 p.m.), and for any reason that the Board determines this to be in the best interests of the Project. Without limitation, the Board may limit access to the parking area for new guests on the basis that no guest parking is available.
- 4.13 No solicitation shall be permitted in any Common Elements.

5. POOL & SPA USE

- 5.1 All pool and spa use shall be in accordance with Clark County and City of Las Vegas Municipal Code Provisions and Nevada law, including without limitation Nevada Administrative Code ("NAC") Sections 444.280, 444. 282, 444.286, and 444.290.
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- 5.2 The swimming pool/spa area is for the use and enjoyment of all Owners and their guests. Owners are responsible for any damage or misconduct attributed to their tenants and/or guests.
- 53 Owners may bring a maximum of two (2) guests per Unit to the pool/spa area. Additional guests must be authorized in advance by the Board. The Owner must accompany guests at all times.
- 54 The pool/spa area is open 7 AM to 10 PM every day. Only radios and stereos that are battery-operated, with headphones, are allowed in the area, but shall not be operated at a sound level to be heard outside of the pool/spa area.
- 55 Unruly behavior, unsafe or offensive conduct, rowdiness, unnecessary noise, jumping or interference with other persons in the pool/spa area is prohibited. No running, pushing, cannonballing or splashing is allowed in the pool/spa area. DIVING INTO THE POOL OR SPA IS PROHIBITED.
- 56 The Association does not provide lifeguards. All persons using the pool or spa do so at their own risk. The Association does not assume any liability in this regard. Any life saving equipment and first aid supplies are for emergency use only.
- 57 Glass bottles, containers or other breakable items are prohibited in pool/spa area. Eating, smoking, or drinking beverages in the pool is prohibited. Drinking beverages or eating are permitted only in lounging areas.
- 58 Alcoholic beverages are prohibited in pool/spa area. Persons under the influence of alcohol are not permitted in the pool/spa area.
- 5.9 For health and safety reasons, persons under the age of twelve (12) are not allowed in the pool/spa area unless under the direct supervision of a parent or adult guardian at all times.
- 5.10 Rafts or inflatable devices will be restricted during heavy use periods. No styrofoam objects may be used in or around the pool/spa area. Bringing or throwing into the pool or onto the deck any objects that may in any way carry contamination, endanger the health or safety of bathers, or produce unsightliness is prohibited. Only inflatable "beach" balls are allowed.
- 5.11 All persons must shower before entering the pool or spa. Persons using suntan oils or lotions must remove all excess oil or lotion prior to entering the pool or spa. All persons using the pool or spa must wear appropriate swimming attire; street clothes are prohibited. Persons with long hair must wear a bathing cap or otherwise reasonably contain their hair.
- 5.12 The pool and spa area is subject to routine cleaning and maintenance, and the Board and Manager reserve the right to restrict or prohibit pool and spa usage to the extent that this is required for purposes of cleaning and maintenance or for persons' safety (e.g., but without limitation, for pool cleaning, cleaning, maintenance, and repair of pumps, or for adding chemicals, and for testing water quality).
- 5.13 Persons suffering from a cold, fever, cough, skin disease, sores, inflamed eyes, nasal or ear discharges, or any communicable diseases are prohibited from using the pool or spa
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or entering the pool/spa area.

- 5.14 Gates to the pool/spa area must remain closed and locked at all times. Interfering with any automatic gate closures and/or climbing over any pool/spa area fence is prohibited.
- 5.15 Adjustment of any control or equipment regulating the pool/spa or lights or other common area services is prohibited.
- 5.16 Animals are not permitted within the pool/spa area, with the exception of trained animals accompanying a handicapped person. Such trained animals are prohibited from entering the pool/spa.
- 5.17 Towels or garments may not be hung on any pool/spa area fence. When leaving the pool/spa area, all trash and personal items must be removed.
- 5.18 The patio furniture may not be placed in the pool/spa and may not be removed from the pool/spa area.
- 5.19 Pool/spa use is strictly governed by state, county, and city statutes, ordinances and rules (see, e.g., NAC Chapter 444). In the event of conflict between such laws and these rules, the provisions of the law shall prevail.
- 5.20 There shall be no boisterous or rough play permitted in the pool, spa or pool/spa area. There shall be no running around the pool deck. There shall be no bicycles, skateboards, or skates permitted in the pool/spa area. Surfboards, boogie boards or other similar devices shall not be permitted in the pool or spa.

6 PARKING AND VEHICULAR RESTRICTIONS

- 61 Persons should not use parking spaces assigned to other specific Units unless the right of use has been transferred in writing and the Board has been notified. The transfer shall be effective only until such time that the Unit to which the parking space is assigned shall be conveyed to another Owner. Guest parking spaces, if any, shall be used by guests only.
 - 62 Owners and guests shall respect the rights of use of others by avoiding double parking, curb-side parking, or any manner of parking that would impede the ability of others to access their parking area or individual spaces. Vehicles parked in violation of the foregoing shall be subject to towing at the owner's expense.
 - 63 Assigned parking spaces are provided for the sole use of the assigned Owner. Any other vehicle found parked in an assigned space shall be subject to immediate towing at its owner's expense.
 - 64 Visitors must obtain a visitors' parking pass if parking overnight for more than one night. Any vehicles observed parking on the premises without a permit on the second night will be towed. Frequent guests must also obtain guest parking passes, even if parking for only one (1) night.
 - 65 No long-term "spare" auto parking is to be accommodated at the Project. Vehicles that are not used on a regular basis are to be stored off premises.
 - 66 The following vehicles are not permitted to be parked within the Project including, but
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not limited to a mobile home, truck over one ton, commercial van, vehicle with commercial writing, recreational vehicle, boat, trailer, camper, motorhome or other reasonably similar vehicles, unless such is parked according to the rules in this Section.

- 6.7 Temporary parking for deliveries, loading and unloading, repairs, maintenance and other purposes is permitted if in designated areas and in compliance with applicable law.
- 6.8 Inoperable, disabled, non-registered or unlicensed vehicles are not permitted to park anywhere on the property, and will be towed within forty-eight (48) hours of a notice posted thereupon.
- 6.9 Oversized commercial vehicles, including but not limited to dump trucks, trailer trucks, construction equipment, and similar items shall not be permitted to enter or park within the parking areas. No vehicle exceeding seven (7) feet and two (2) inches in height or nineteen (19) feet in length shall be allowed to enter or park within the parking area.
- 6.10 Dirt bikes, motorized skateboards, go-carts and similar unlicensed vehicles will not be operated anywhere in the Project.
- 6.11 Licensed motorcycles anywhere in the parking area shall be operated at low RPM engine speed to minimize noise pollution.
- 6.12 No automotive repairs shall be allowed in the parking area or anywhere within the Project.

7. PETS

- 7.01 Livestock, poultry and reptiles shall not be raised, bred or kept in any Unit, or elsewhere within the Project.
- 7.02 An Owner or occupant may keep and maintain at a Unit not more than two (2) cats or two (2) dogs (and no more than two (2) such animals total, in any combination, at any time). The weight limit for any permitted dog shall be fifty (50) pounds. Domestic birds (not to exceed two (2)), fish in an aquarium, each weighing less than two (2) pounds, shall be permitted so long as such animals are kept in the interior of an Unit and are (i) kept as household pets, (ii) are not so excessively noisy as to disturb the quiet enjoyment by each Owner of its Unit, as reasonably determined by the Board, (iii) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, (iv) do not constitute a nuisance or threat to the personal safety of other Owners and their Guests in the Project, as reasonably determined by the Board, and (v) with respect to any fish in an aquarium or other container, no Owner shall maintain any aquarium or other container which contains or can hold more than thirty (30) gallons of water.
- 7.03 Pets shall be kept within the Unit, except when under leash or when being transported to or from the Unit in a motor vehicle.
- 7.04 All pets must be registered in writing on a form to be provided by the Manager and/or
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the Board. The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner or Owners or other Persons, or to be a threat to the personal safety and welfare of any Owner or Owners or other Persons.

7.05 Each Person bringing or keeping an animal within the Project shall be liable to other Owners and their guests and other Persons for any damage to Persons or property caused by any pet brought upon or kept upon the Project by such Person or by members of its family, or its guests, and it shall be the immediate duty and responsibility of each such Owner to clean up after such animal(s) that have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property,

7.06 Pets are not permitted to be left unattended in the Common Elements or upon a Balcony where from they may become a nuisance to others or a danger to themselves.

7.07 No dog or other animal is allowed inside any pool/spa area enclosure at any time.

7.08 All animals must have a current license and updated vaccinations.

8. PENALTY POLICIES AND PROCEDURES

These Rules and Regulations shall be enforced by the Board or a committee designated by the Board in accordance with the notice and hearing provisions set forth in the Bylaws and in accordance with the requirements of the Act. In the event a person subject to these Rules and Regulations does not comply with these Rules and Regulations, the Board may take any or all of the following actions: (a) levy a Special Assessment; (b) suspend an Owner's voting privileges; (c) enter upon a Unit to make any necessary repairs or to perform maintenance which, according to the CC&R's, is the responsibility of the Owner; (d) charge fines for noncompliance; (e) suspend or condition the right of said person to use any Recreational Facilities; and (f) charge the Owner for any work performed with respect to the Owner's Unit.

Any fine imposed by the Board, after notice and a hearing, shall be commensurate with the severity of the violation, but must not exceed \$100 per violation. If a fine is imposed and the violation is not cured within fourteen (14) days, the violation shall be deemed a continuing violation. Thereafter, the Board may impose an additional fine for the violation for each seven (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. NRS 11631031(2) and (5).

If any fine is not paid within thirty (30) days after notice thereof, then the Association may record a lien against the Owner's property. If the violation giving rise to the fine, in the sole discretion of the Board of Directors, threatens the health, safety or welfare of the residents, then the lien for the fine may be foreclosed upon pursuant to NRS 116.31162(4).

9. GENERAL

9.1 THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGES, ADDITIONS, AND/OR AMENDMENTS BY THE

BOARD, AND TO THE EXTENT THERE IS A CONFLICT BETWEEN ANY OF THE PROVISIONS OF THESE RULES AND REGULATIONS AND THE CC&R'S, THE CC&R'S SHALL CONTROL.

9.2 THE BOARD SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO GRANT RELIEF IN PARTICULAR CIRCUMSTANCES FROM THE PROVISIONS OF THESE RULES AND REGULATIONS.