



**NORTHERN TERRACE HOMEOWNERS ASSOCIATION**

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# **RULES AND REGULATIONS**

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**Adopted: May 2016**

## **PREAMBLE**

The nature of association living requires a higher degree of cooperation and thoughtfulness among residents than is customary in individual neighborhoods. It should be the desire of residents to maintain an attractive, congenial and pleasant living environment. The self-government of this community requires mature acceptance of restraints on our individual desires and lifestyles.

The Board of Directors of Northern Terrace Association (“Association”), by its governing documents, which include the Declaration of Covenants, Conditions and Restrictions (the CC&Rs), Bylaws, Articles of Incorporation and these Rules and Regulations (collectively “Governing Documents”), is vested, empowered and charged with the duty, responsibility and authority to adopt and enforce, among other things, the Rules and Regulations (“Rules”) governing the conduct of all persons living or visiting any of the neighborhoods in Northern Terrace (“Community”).

The following Rules have been adopted to protect, maintain and enhance property values, ensure that all members of the Community have a pleasant environment in which to live. These Rules do not supersede the CC&Rs, as may be amended. The Rules are limited, among other things, to supplement and clarify the Governing Documents. If the Rules conflict with the CC&Rs, then the CC&Rs will prevail.

The Rules shall govern the conduct and activities of and be binding upon all Owners and lessees or tenants (collectively “Tenants”). Each Owner’s family, guests, invitees (“Guests”) are subject to the provisions of the CC&Rs, these Rules and all other Governing Documents of the Association. Subject to Nevada law, each Owner is responsible for any violations of these Rules and/or any of the other Association’s Governing Documents by the Owner, Tenant, the Owner’s family or Tenants, and the Owners or Tenant’s guests.

Unless otherwise defined herein, all capitalized terms have the meaning set forth in the CC&Rs.

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## **RULE 1**

### **ENFORCEMENT**

1.1 These Rules shall be enforced by the Board of Directors (“the Board”), and/or a committee designated by the Board, in accordance with the notice and hearing provisions set forth in the Association’s Bylaws and the Association’s Collection and Violation Policy. See NRS 116.31031(8). In the event a Resident or Guest does not comply with the Association’s Governing Documents, and subject to Nevada law, the Board may take any or all of the following actions: (i) levy a Special Assessment; (ii) levy a fine; (iii) suspend an Owner’s voting privileges as an Owner; (iv) enter upon a Residence to make necessary repairs or to perform maintenance which, according to the CC&Rs, is the responsibility of the Owner; (v) lien the Residence; (vi) suspend or condition the right of said Resident or Guest to use the Common Element Amenities in the Community; or (vii) to charge the Resident for any maintenance performed upon his or her Residence. See CC&Rs, Article 5, Section 5.2, and NRS 116.31031(1).

1.2 A Resident may report an alleged violation of these Rules and/or any of the other Association Governing Documents. In order for management and the Board to act upon the report, the following information must be provided, in writing: (i) the date and time of the incident; (ii) a description of the incident; (iii) the location of incident; (iv) if known, the name of the individual who allegedly committed the violation and/or the residence address number which is associated with the alleged violation; and (v) the name, address, email address and phone number of the individual reporting the alleged violation. Residents observing an alleged violation may report the incident, in writing, by e-mail or by completing and mailing a Northern Terrace Homeowners Association Complaint Form (Addendum A) to the Community Manager. Residents can contact Clubhouse staff at (702) 395-9300 to obtain the Community Manager’s e-mail address and/or mailing address. Alleged violations relating to the Clubhouse and facilities will be reported to on-duty staff. Residents reporting alleged violations are encouraged to provide a clear and detailed photograph, audio recording and/or witness statements to corroborate the alleged violation.

1.3 Residents and their Guests shall not confront, reprimand, threaten, harass, bother, or annoy other Residents or their Guests who are allegedly observed in violation of these Rules or the Association’s Governing Documents. To do so, may be considered a health and/or safety violation. If a Resident believes that the alleged violation poses and immediate threat to life or substantial damage to property, the Resident should immediately dial 911.

## **RULE 2**

### **OWNERS' RESPONSIBILITIES**

2.1 It is the Owners' responsibility to ensure that all Tenants, Guests and/or occupants inhabiting his/her home comply with the Rules of the Association.

2.2 The Owner is responsible for such persons and for any damages that they might cause to Association Property. Special assessments will be based on the cost of labor, repairs and/or replacement of said property. Owners may also be fined for violating Governing Documents.

2.3 The Association requires that a copy of every lease contain an acknowledgment by the Tenant that he/she has received a copy of the Rules and will abide by the same. The Board reserves the right to examine any lease for its conformity to the CC&Rs.

### **RULE 3**

#### **OCCUPANCY/LEASING**

3.1 Each Unit may be used as a residence for a single Family and no other purposes. No commercial activities or businesses of any kind will be conducted from any portion of the Unit, Common Elements or Community facilities. As set forth in Section 10.1 of the CC&Rs, this Rule shall not preclude a professional or administrative occupation, or an occupation of child care, provided that the number of non-Family children, when added to the number of Family children being cared for at the Unit, shall not exceed a maximum aggregate of five (5) children, and provided further that there is no nuisance under Section 10.5, below, and no external evidence of any such occupation, for so long as such occupation is conducted in conformance with all applicable Ordinances and are merely incidental to the use of the Dwelling as a residential home. See CC&RS, Article X, Section 10.1.

3.2 No sub-tenancy is allowed. As set forth in Section 10.1 of the CC&Rs, any leasing of a Unit shall be for no less than six (6) consecutive months. Short term leases of less than six (6) months, vacation rentals, and transient rentals are prohibited.

3.3 The Owner shall not relieve himself/herself from the obligations of the Governing Documents merely by leasing the Dwelling. Owners are responsible to ensure that any of their invitees, including Tenants that rent their Unit, follow the Association's Rules. As such, lease agreements should clearly indicate that the Tenants have been provided with a copy of the Association's Governing Documents, and that the failure of the Tenant to follow the Rules of the Association is a breach of the lease. Owners should consult with their real-estate attorneys on any landlord/tenant issues, including lease agreements.

3.4 Consistent with Section 10.5 of the CC&Rs, no Owner and/or occupant may interfere with the use, enjoyment, comfort, rights or convenience of any other Owner and/or Tenant.

3.5 Consistent with Section 10.11 of the CC&Rs, no temporary or permanent occupancy in any motor home, recreational vehicle, camper or trailer is allowed.

3.6 No garage, shed, tent, trailer or temporary structure of any kind is allowed for any purpose except for temporary use directly related to construction and/or repairs within the Unit.

## **RULE 4**

### **MAINTENANCE/USE OF RESIDENCE AND LOT**

4.1 Owners shall maintain his/her Lot, including all structures, walls, and fences in a neat and orderly condition.

4.1.1 All lawns, shrubs and trees shall be pruned, well-maintained and free from weeds.

4.1.2 Lots will be kept free of any objects which are a nuisance, unsightly or could be a fire hazard or detrimental to other Properties or Residents.

4.1.3 It is the Resident's responsibility to immediately clean up any excessive oil leak and/or spills on their Unit's driveway. The owner of the Lot may be subject to a fine of not less than fifty dollars (\$50.00) for failure to comply.

4.2 All refuse, garbage and trash shall be kept at all times in covered, sanitary containers or enclosed areas designed for such purpose. Such containers shall be exposed to view of the public, or neighboring Lots, only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).

4.3 Consistent with Article VIII of the CC&Rs, the ARC must approve type, style, color and placement of all sports and play equipment. Permanent basketball hoops cannot be mounted on any building. All portable equipment must be stored out of sight when not in use.

## **RULE 5**

### **MODIFICATION OF BUILDING EXTERIORS AND GROUNDS**

5.1 The Board or the ARC must approve any construction, alteration, grading, excavation, removal, relocation, repainting, demolition, installation, modification, decoration, repair or reconstruction, addition or change in the exterior design or finish of any building or landscaping, including the removal of any tree, installation of hot tubs, or installation of decking, pursuant to Article 8 of the CC&Rs prior to the commencement of such work.

5.1.1 The Board must approve any action that will affect either the structural soundness of any building or any easement or right of personal property.

5.2 Consistent with Section 8.2 of the CC&Rs, the ARC shall approve plans and specifications submitted for its approval only if it deems that: (1) the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole; (2) the appearance of any structure affected thereby will be in harmony with other structures in the vicinity; (3) the construction will not detract from the beauty, wholesomeness and attractiveness of the Common Elements or the enjoyment thereof by the Members; and (4) the upkeep and maintenance will not become a burden on the Association.

5.3 The Board will direct the Owner to restore any unapproved changes or alterations to its original condition at the latter's expense after Notice and a Hearing.

5.4 Residents are not allowed to operate any electrical devices which could interfere with other Residents' radio or television reception.

5.5 The ARC must approve any extension or alteration of any dividing structures, i.e. developer-erected fences, new fences, hedges and/or walls. Owners of a Lot bounded by an exterior wall have the obligation to and the responsibility for maintaining the interior side of the wall, including the ground at the base the wall.

5.6 Prior to the commencement of any work, Owners must complete an Architectural Review Application and obtain written ARC approval. Applications can be submitted via e-mail, US Mail or hand delivered to the management company by the homeowner.

5.7 Residents are directed to consult RULE 4 and Article 8 "Architectural and Landscaping Control" of the CC&Rs prior to any construction, repairs, alterations, changes or painting to determine if ARC approval is required.



## **RULE 6**

### **STREET USE, PARKING AND ENFORCEMENT**

6.1 All streets in the Community are private and therefore subject to the control of the Association.

6.2 All drivers must follow all state traffic laws including, but not limited to:

6.2.1 Stopping at an intersection with a stop sign;

6.2.2 Observing all posted speed limit signs;

6.2.3 Yielding to pedestrians who have the right of way;

6.2.4 Parking in the same direction as the flow of traffic; and

6.2.5 No parking in handicap parking spaces without a special license or permit.

6.3 NRS 116.3102(s) provides that “subject to the provisions of the declaration, the association may . . . [d]irect the removal of vehicles improperly parked on property owned or leased by the association, as authorized pursuant to NRS 487.038 unless the vehicle: (1) Is blocking a fire hydrant, fire lane or parking space designated for the handicapped; or (2) Poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units’ owners or Residents of the common-interest community” in which case it may be removed immediately.”

6.4 If an Owner, tenant or Guest park a vehicle in the Common Elements in violation of Nevada law and governing documents the agent acting on behalf of or at the direction of the Board, shall place written notice of the parking violation on the vehicle that is improperly parked. The Notice shall, notify the owner or operator of the nature of the violation. If the violation is not remedied within forty-eight (48) hours of placement of the Notice on the violating vehicle, then the Board shall direct the removal of the violating vehicle from the Community.

6.5 Notwithstanding any of the foregoing provisions to the contrary, if any vehicle is parked in such a manner as to: (1) block a fire hydrant, fire lane or parking space designated for the handicapped; or (2) pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units’ Owners or Residents of the Community, then the Board will direct the immediate removal of that vehicle from the Community. For the purpose of this provision, the Board has determined that any vehicle parked in such a manner as to impede or restrict the natural flow of street traffic, including blocking the entrance way into or the exit out of the Community, poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Community

6.6 Once a Notice has been posted on a violating vehicle, said violating vehicle may be towed, without additional notice, anytime within a three (3) month period if found to be parked anywhere in the Community in violation of parking regulations.

6.7 Any fees and expenses associated with towing a violating vehicle from the Community shall be at the sole cost and expense of the owner of the violating vehicle.

6.8 The Owner of a Unit is responsible for providing notice of this Rule, as well as any other provisions of the Association's Governing Documents to the Tenants, Guests, and contractors.

6.9 Drivers must drive their vehicles only on paved roadways and parking lots. Residents, guests or contractors who park their vehicles on common elements will pay for any damages done to those areas.

6.10 Street parking of any vehicle is prohibited except for the temporary parking of emergency vehicles and commercial vehicles, such as landscapers, plumbers, pest control, delivery trucks, etc. No commercial vehicle may remain parked on the street for more one (1) day without Board approval. Subject to NRS 116.350, which governs utility service vehicles, law enforcement vehicles or emergency services vehicles, Residents' commercial vehicles may not be left in the driveway or approved parking pad overnight and must be parked in the garage.

6.11 Resident and guest overflow vehicles may not be parked at the Clubhouse. Guests are permitted to park on the streets with a parking pass visible from the windshield and/or Board approval.

6.12 The Board has approved a towing company to conduct random parking patrols.

6.13 No Owner shall park any large commercial-type vehicle anywhere in the Community. Commercial vehicles shall also include, without limitation, any vehicles that: (a) display commercial or advertising signage or graphics on the exterior or in the windows of the vehicle, (b) display tools of the trade or industry, or (c) are actually used for commercial or business purposes.

6.14 Owners should have received two (2) guest parking passes when they bought their house. If not, contact Management. Replacement passes are fifty dollars (\$50.00) each.

6.15 Guests may park their vehicles on the street between 7:00 am - 10:00 pm. Overnight Guests can park on the street for forty-eight (48) hours, but must display a parking pass (obtained from the Owner) on their rearview mirror. Guest parking exceeding forty-eight (48) hours must have Board approval. Residents are NOT allowed to use Guest parking passes on their own vehicles.

6.16 Residents are not allowed to store and/or maintain inoperable vehicles on their Lots except for repairing and/or restoring one (1) vehicle, which is done solely within the Resident's garage. However, the Board, in its reasonable discretion, may prohibit such activity if it determines that said activity is a nuisance.

6.17 Pursuant to NVDPS rules, unregistered vehicles may not remain in the Community for more than forty-eight (48) hours, unless kept within a garage. Violating vehicles will be given Notice as referenced above and then towed.

6.18 Vehicles or vehicle equipment deemed a nuisance and/or unsightly by the Board are not allowed in the Community.

6.19 It is the Resident's responsibility to immediately clean up any oil leak and/or spills on Common Element asphalt. Should the Association have to clean the asphalt, the owner of the Lot may be subject to a fine of not less than fifty dollars (\$50.00) in addition to a Damage/Special Assessment for the actual expense incurred to clean up the oil.

6.20 Community streets and walkways are not to be used for any purpose which present a hazard to vehicle operators and/or pedestrians. Hazardous activities are defined as, but not limited to, Dirt bikes, go-carts, ATVs, skate boards, skates, sporting activities, bicycles, battery operated vehicles, etc. THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR INJURIES AND/OR DEATH OF RESIDENTS OR GUESTS IN VIOLATION OF THIS RULE.

## **RULE 7**

### **PETS**

- 7.1 Consistent with Section 10.4 of the CC&Rs, Residents may only keep commonly recognized household pets, i.e. dogs, cats or birds. No more than three (3) pets per household. All pets must be kept with an enclosed backyard or inside the home.
- 7.2 Residents shall keep their property clean and free of animal waste and/or odors.
- 7.3 No animal shall be kept, bred or maintained for commercial purposes.
- 7.4 Residents are responsible for their pets' care at all times.
- 7.5 Residents and their guests shall be responsible at all times for: (i) keeping pets properly restrained on a leash at all times when located outside of the Unit, and (ii) immediately cleaning up any excrement or other unclean or unsanitary condition caused by his or her pet in the Unit or Common Grounds Areas. Only certified service pets are permitted in the pool areas, clubhouse, and any other Association building. Owners are subject to a twenty-five dollar (\$25.00) fine for each occurrence after Notice and a Hearing.
- 7.6 No pets shall be left unattended anywhere in the Common Elements. No pets are to be tied to trees, stakes, or any exterior structure within the Northern Terrace community. Any pets running loose in the Community are subject to pick up by Clark County Animal Control.
- 7.7 If any pets defecate on the Common Elements, the Owner, resident or guest must immediately clean up and properly dispose of the pet waste. Damage caused to the Common Elements by pet's behavior shall be repaired by the Association and charged to the Owner, resident or guest in accordance with the Association's Collection and Fine Policy.
- 7.8 The Board shall have the right to prohibit maintenance of any animal in any Unit which constitutes, in the opinion of the Board or Master DRC, a nuisance to other Residents/Guests. Residents/Guests must control excessive barking, howling whining or any other noises by supervision, training or restraint collars. Owners are subject to a twenty-five (\$25.00) fine for excessive barking or howling after Notice and a Hearing.
- 7.9 Pets must be current on their vaccinations and licenses.
- 7.10 Pets will have identification tags with owner's name, phone number and pet's name.
- 7.11 The ARC must approve all "dog runs" in advance and in writing prior to construction or installation.
- 7.12 Pet owners are solely responsible for any and all property damage or personal injury caused by their pet(s). Residents shall indemnify and hold the Association harmless from any and all damages and/or injuries incurred by an animal owned by or under the control of said Resident.

## **RULE 8**

### **FLAGS/SIGNS**

8.1 The flag of the United States and/or the State of Nevada may be displayed on a portable pole attached to the Dwelling. The flag must be displayed in a manner consistent with 4 U.S.C. Chapter 1.

8.2 One small warning sign, no larger than 9" X 12", for each of the following is allowed: security, neighborhood watch, no soliciting and beware of dog.

8.3 One (1) political sign, no larger than 24" X 36", may be exhibited for each candidate and issue on the Owner's Lot.

8.4 Subject to NRS 116.325 with regard to political signs, no other sign of any kind, i.e., advertising, shall be displayed to the public view on or from any Unit or Common Element without approval of the Board. This rule excludes one "For Sale" or one "For Rent" sign which may be no larger than 18" x 30" per Dwelling are allowed. No other advertising signs are allowed.

8.5 Signage placed in Common Elements is prohibited and will be removed immediately.

## **RULE 9**

### **GENERAL**

- 9.1 All windows must be covered with drapes, curtains, blinds, shutters, etc. No other type of window covering, such as paper; aluminum foil, sheets, etc., is allowed.
- 9.2 Residents should moderate noise sources so as not to disturb other Residents.
- 9.3 The Board has the right to reasonably determine if any noise, odor, activity or circumstances constitutes a nuisance.
- 9.4 Residents are responsible for calling the police for peace disturbances.
- 9.5 All Residents are subject to all Clark County and City of Las Vegas Municipal Codes and may not knowingly violate any local, city, county, state or federal laws or ordinances.
- 9.6 The Board, Community Manager and Residents have the right to prevent or stop violations of any of these Rules by any lawful procedure and to recover damages, resulting from such violations, including interest thereon, attorney fees and cost of suit.
- 9.7 Winter holiday decorations may be displayed November 15 - January 15. All other holiday decorations may be displayed no more than ten (10) days before the holiday and removed within ten (10) days after the holiday.
- 9.8 Owners/Residents must remove any diseased plants and/or noxious insects.
- 9.9 The Master Association will oversee two Community-wide garage sales a year. No individual sales are allowed.

## **RULE 10**

### **COMMON ELEMENTS**

10.1 All persons using the Clubhouse and amenities and other Association common elements are responsible for their conduct. Bullying, use of abusive/demeaning language or physical harm will not be tolerated. Staff are required to make periodic inspections of the Clubhouse and amenities while in use by residents and their guests. Staff will report any suspicious behavior observed or reported to the Metropolitan Police Department in accordance with Nevada Revised Statute (NRS) 432B.121.

10.2 Destruction or abuse of grass, shrubs, trees, ground cover, gravel, walls, gates and fencing, sprinklers, light fixtures, walkways, walls, etc., is prohibited. Individuals responsible for such destruction to Common Element Improvements shall fully reimburse the Association for all expenses incurred in the replacement of damaged items.

10.3 The sidewalks and other Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the buildings, clubhouse or pool area. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements, except in areas, if any, designated for such purposes.

10.4 The Board shall make all decisions regarding the extent, type, design and general appearance of Common Element lawns and landscaping. AT THE DISCRETION OF THE BOARD, ALL UNAUTHORIZED TREES, SHRUBS AND PLANTS SHALL BE REMOVED.

10.5 No littering in the Common Element areas is allowed. All refuse must be deposited in the receptacles provided throughout the Community.

10.6 Bicycles, tricycles, wagons, battery-operated toy cars, toys, skateboards, roller skates, roller blades or other play or sporting equipment, or any of the owner's personal property of any kind may not be left in the Common Elements.

10.7 Feeding wild animals in the Common Elements is not allowed.

10.8 No dumping of trash and/or other objects in the Clubhouse dumpster and/or enclosure, except in accordance with Association governing documents.

## **RULE 11**

### **CLUBHOUSE AND RECREATIONAL FACILITIES**

11.1 ANYONE USING THE CLUBHOUSE AND RECREATIONAL FACILITIES DOES SO AT HIS/HER OWN RISK.

11.1.1 Clubhouse and recreational facilities include the Entertainment Room & Kitchen, Fitness Center, Children's Activity Room, Playground, BBQ area, pools, spa, and patio areas.

11.2 Residents must present their Association identification card to enter and use the Clubhouse. Residents will be issued identification card(s) upon the completion of the Resident Information Form which can be obtained from the Clubhouse.

11.2.1 Residents will complete a Resident Information Form upon any change in information or at the direction of the Board.

11.3 The clubhouse exists for the enjoyment of Association residents and their guests. Unauthorized usage such as borrowing, moving, or removing any equipment, furniture or property owned by the Association is prohibited. Residents/Owners will be held financially responsible for any damage or theft that occurs during their use of the facilities.

11.4 All guests must be accompanied by a homeowner as noted on the Deed, trustee as noted on the Trust or tenant as noted as in the Lease at all times during their visit to the facilities. The use of the clubhouse by guests is a privilege.

11.5 Clubhouse hours of operation are Monday - Sunday 5:00 am - 10:00 pm. ID cards will be issued and assessment payments received Monday – Friday 8:00 AM – 5:00 PM, Monday, Wednesday & Friday 5:00 PM – 10:00 PM, and Saturday & Sunday 2:00 PM – 10:00 PM.

11.6 Use of Clubhouse and Recreational Facilities is subject to Unit's account being in good standing in the Association.

11.7 Clubhouse staff has authority to enforce all rules and regulations governing the Clubhouse and facilities to include, parking lots.

11.7.1 Clubhouse staff will check bags, coolers, etc. for prohibited items such as, ALCOHOL, DRUGS, and/or WEAPONS. Staff will ask anyone having those items to leave and have Board of Directors authorization to call Metro, if necessary.

11.7.2 Smoking is permitted in designated areas only.

11.7.3 Inappropriate and/or abusive language, behavior or dress will not be tolerated and Clubhouse staff have authority to ask residents and guests deemed to be in violation to leave.



- 11.7.4 Staff will ask anyone jumping off playground equipment, running, diving, excessive shouting, rowdy behavior and dangerous horseplay in any of the facilities to leave.
- 11.8 Residents and Guests who enter the clubhouse must wear shirts, pants and shoes in the clubhouse. To prevent damaging Clubhouse furniture residents and guests wearing wet clothing are asked not to sit on or place wet items on Clubhouse furniture.
- 11.9 Skateboards, roller blades, “wheelie” shoes are prohibited in the Clubhouse and bouncing balls off recreational facilities buildings is prohibited.
- 11.10 Only two (2) Guests per household are allowed to use the Fitness Center and Children's Activity Room and four (4) Guests to use the Playground, pools, spa and adjoining patios. Owners/Residents must accompany their Guests to any of the above-named facilities.
- 11.11 If, at any time, the maximum capacity of any of the facilities is exceeded, Guests may be asked to leave.
- 11.12 Only service animals and guide dogs are allowed in the Clubhouse and recreational facilities.
- 11.13 Individuals who are responsible for damage to Association property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items. Homeowners will be held financially responsible for actions of their guests/tenants.
- 11.14 Civil and/or criminal charges can be brought against anyone caught vandalizing equipment.
- 11.15 Glass articles, sharp metal objects or any other hazardous objects are prohibited. Only non-breakable bottles of liquid are permitted.
- 11.16 Musical instruments and party activities are allowed for private events in the Entertainment and Children’s Activities rooms only.
- 11.17 The resident signer of the Facility Rental Agreement is responsible for cleaning up all spills and debris and restoring the facility to its original order before leaving.
- 11.17.1 Residents who use the BBQ on an ad hoc basis are responsible for cleaning the equipment before leaving.
- 11.18 The Clubhouse IS monitored 24/7.
- 11.19 The Association is NOT responsible for lost or stolen items.

***FOR FITNESS CENTER ONLY***

11.20 All persons using the fitness center do so at their own risk. The Resident agrees to defend, indemnify, and hold harmless the Association against all claims arising from the use of the fitness center and the equipment contained therein. Residents may bring a maximum of two (2) Guests to the fitness center. Residents and guests utilizing the fitness center should check with their medical provider before such usage. The Association accepts no liability for injury, death, or losses associated with the use of the fitness center, including loss of clothing, and valuables. Boisterous or loud play, running, horseplay, or similar activity is strictly prohibited. Any abuse and/or misuse of the equipment is strictly prohibited. Residents are asked to show courtesy to each other and vacate a one-of-a-kind piece of equipment after thirty (30) minutes of use if another Resident is waiting to use that piece of equipment. Children under the age of 14 should be accompanied by an adult when using the fitness center.

11.21 Ask Clubhouse staff any questions about the equipment and also notify them of any problems with the equipment.

11.22 Health codes require that anyone using the Center must bring a clean towel.

11.23 All equipment must be wiped down with disinfectant after each use. Disinfectant and paper towels are available.

11.24 Please remove weight lifting belts with metal buckles from the equipment in order to save the upholstery.

11.25 Anyone using the Center may also use the Men's and Women's locker rooms; keys are at the Reception Desk. Personal items cannot be left overnight in the locker rooms or at the Reception Desk. There are cubbies in the Center to store personal items while exercising.

***FOR POOLS, SPA AND PATIO AREAS ONLY***

11.26 NO LIFEGUARD IS ON DUTY. Swimming in the pool or use of the spa is at your own risk and responsibility. Children under fourteen (14) years old should use the pool or spa with an adult in attendance. Solo bathing is strongly discouraged.

11.27 Lifesaving Equipment. Lifesaving equipment is available. Owners and their Guests are not permitted to tamper with lifesaving equipment, use it for any purpose other than its intended use, or remove it from its established location in accordance with NAC 444.266. Such tampering with lifesaving equipment may be deemed to be a health, safety, welfare violation.

11.28 Appropriate Swimwear. Persons using the pools and/or spas are required to wear appropriate swimwear. No street clothes are allowed. Snug fitting swim diapers, rubber pants, and bathing suits are required for persons who wear diapers.

11.29 WARNING. Residents and guests utilizing the pool or spa should check with their medical provider before such usage. Residents and guests should be aware that extended exposure to hot water or vapors may be detrimental to the health of elderly persons, pregnant women, children, and persons with heart conditions, diabetes, or high or low blood pressure.

11.30 Recommended Spa Usage. Residents and their Guests are strongly discouraged from using the spa alone. The maximum recommended time for children twelve (12) years of age or younger to use the spa is ten (10) minutes. Due to health and safety issues, children under the age of five (5) years should not enter the spa. Both the CDC and Red Cross cite high temperature concerns due to children's sensitive skin and ingestion of poor quality water. IF PARENTS CHOOSE TO IGNORE SUCH DANGERS, THEN THE ASSOCIATION SHALL BE HELD BLAMELESS.

11.31 Use of Pool and Spa.

- a. In accordance with Nevada Administrative Code ("NAC") 444.280, all those who use the pool and/or spa shall take a cleansing shower using warm water and soap and shall thoroughly rinse off all soap suds before entering or reentering the pool.
- b. In accordance with NAC 444.280, all those who use the pool and/or spa must wear appropriate swimming attire.
- c. In accordance with NAC 444.280, persons suffering from colds, fever, coughs, sore or inflamed eyes, any skin disease or any communicable disease or open sores or bandages shall not use the pool and spa.
- d. In accordance with NAC 444.280, spitting, soiling, or in any way contaminating the water, walkways, or restroom floors in the pool area is prohibited.
- e. Eating or chewing gum in or within six (6) feet of the pool and spa is prohibited.
- f. Due to health and safety considerations, any type of glass is strictly prohibited in the pool, in the spa or on the pool deck.
- g. Due to health and safety considerations, the consumption of beverages in or within six (6) feet of the pool and spa is prohibited. No food, alcohol or glass containers are allowed in the pool/spa area, only on the patios areas.
- h. The consumption of alcoholic beverages is strictly prohibited in the pool, in the spa or anywhere in the pool area. In accordance with NAC 444.280, persons under the influence of alcohol or drugs shall not be in or around the pool and spa.
- i. In accordance with NAC 444.280, bringing or throwing into the water or onto walkways any objects that may in any way carry contamination, endanger safety of bathers or produce unsightliness must be prohibited.

- j. Due to health and safety considerations, no running, jumping, boisterous or rough play shall be permitted in the water, on the walkways, or in the restrooms or showers. There shall be no jumping or diving into the pool or spa.
- k. The lap/walking pool will only be utilized for that purpose.

11.32 Pool Accessory Items. Due to the amount of people using pool and the possibility of damage to the pool equipment and drainage system, rafts/adult floating devices and objects such as Frisbees, balloons and small toys or other small objects are not allowed in the pools or spa. Noodles and children flotation devices such as, swim vests, life jackets, etc. are allowed.

11.33 Prohibited Products. The use of products such as shampoo, bubble bath, detergent, etc. which produce suds, is prohibited in the pool and spa. The introduction of suds-producing agents into the community water features is likewise prohibited.

11.34 Everyone is required to bring a clean towel for pool use.

11.35 Objects such as, but limited to, chairs, coolers, strollers, toys, clothing, etc., must be four (4) feet from the edge of the pools and/or spa.

11.36 Enter and exit spa slowly. Users should limit your soak to 15 minutes and cool off before re-entry.

***FOR CHILDREN'S ACTIVITY ROOM ONLY***

11.37 There must be one (1) adult for every four (4) children.

11.38 See Clubhouse staff to get approved writing instruments for the white boards.

**ADDENDUM A**

**NORTHERN TERRACE  
COMPLAINT FORM**

Residents observing an alleged violation may report the incident, in writing, to the Community Manager by e-mail or by completing this form. Residents can contact Clubhouse staff at (702) 395-9300 to obtain the Community Manager's e-mail address and/or mailing address to submit this complaint.

The following information must be provided, in writing: (i) the date and time of the incident; (ii) a description of the incident; (iii) the location of incident; (iv) if known, the name of the individual who allegedly committed the violation and/or the residents address associated with the alleged violation; and (v) the name, address, email address and phone number of the individual reporting the alleged violation.

Residents are encouraged to provide a clear and detailed photograph, audio recording and/or witness statements to corroborate the alleged violation.

Alleged violations relating to the Clubhouse and facilities will be reported to on-duty staff. Residents are encouraged to complete this form, as stated above, if the alleged Clubhouse violation is not resolved.

Date: \_\_\_\_\_

Name of Person Making Complaint: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Complaint: \_\_\_\_\_  
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Signature \_\_\_\_\_