

DESERT GREENS
2001 Homeowners
Association



Rules and Regulations
Effective January 1, 2019

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1. Introduction/Definitions

A) Purpose

The purpose of these Rules and Regulations is to protect the safety, health, welfare and the financial investment of the Homeowners Association (HOA) and all Residents of the Desert Greens Community. The spirit behind the Rules and Regulations is the Golden Rule. They are intended to ensure that every Owner and Resident may fully enjoy their individual rights of quiet enjoyment and peaceful occupancy of their lot and their right to the use of common area and facilities, without unduly interfering with other's identical rights.

B) Definitions

- 1) All definitions in Article 1 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS will apply to the Rules and Regulations
- 2) The term "Resident" shall mean any person who is physically residing in a home on a Lot.
- 3) The term "Guests or Guest" shall mean all the persons sharing the home-site and or facilities at the request or tolerance of the Owner.
- 4) The term "Lessee" shall mean only Lessees or Renters whose Owner has delegated his rights of use and enjoyment of the Association Property. The HOA must be apprised of such delegation by the owner, in writing.
- 5) The term "Owner" shall mean the Person or Persons, including Declarant, that is holder of a fee simple interest of record in a lot.
- 6) The term "Renter" shall mean renters who do not have the rights of use and enjoyment of the Association Property.
- 7) The term "Voting Lessee" shall mean Lessee or Renters whose Owner has given them a revocable proxy as provided in the Bylaws.

2. Applicability of Rules and Regulations

A) Violations

The Board, or the appropriate committee, shall notify the Resident/Owner/Lessee/Renter of a violation by: 1) hand delivering the notice, 2) U.S. Mail, 3) Certified U.S. mail, and/or 4) email to the Resident/Owner/Lessee/Renter. Failure by the Board or the appropriate committee to provide such notice shall not constitute a waiver of any of the rights and remedies of the Association under applicable law or of the provisions of these Rules and Regulations. The Board or the appropriate committee shall have the right at anytime once a violation occurs to provide

such notice. The Resident/Owner/Lessee/Renter shall not rely upon the Board or the appropriate committee to provide such notice before taking action on a recognized violation.

The Resident/Owner/Lessee/Renter shall either immediately cease the violation or provide the Association's Board of Directors with a written and signed explanation stating why the Resident/Owner/Lessee/Renter is not in violation. In the event such explanation is not delivered to the Board within five (5) days of the owner receiving the Notice of Violation, the Resident/Owner/Lessee/Renter shall be deemed to have agreed that a violation has occurred. Further action is pursuant to the CC&Rs, Article 13, Section 13.6 and Article 14.

3. Use of Facilities

A) Residents/Owners/Lessees/Renters have the right to use the home-site and facilities only if they comply with these Rules and Regulations. The Association through its designated officers or employees will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents/Owners/Lessees/Renters with respect to the Rules and Regulations. The Association's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents/Owners/Lessees/Renters and their Guests.

B) All nonresidents and Guests must be invited by a Resident/Owner/Lessee to use any facilities.

C) Guests are not permitted in the clubhouse or in common areas, including the golf course, unless accompanied by the Resident/Owner/Lessee.

4. Desert Greens Personnel

The Association shall be represented by a Board of Directors (collectively "Board"), which is vested with all the legal right and authority to enforce the Rules and Regulations on behalf of the Association. In addition, the Board may appoint Residents to committees, which will act for the Board to review requests and compliance by the Resident/Owner/Lessee/Renter with these Rules and Regulations. The Resident/Owner/Lessee/Renter may appeal an adverse ruling of the committees, via a signed writing, within 10 days to the Board. A hearing or appeal must be decided directly by the Board of Directors. After a review, the decision of the Board is final.

5. Restricted Age Community - DESERT GREENS is a restricted age community.

A) Age restriction: In accordance with the applicable Federal law there must be at least one permanent Resident aged 55 (fifty-five) or older and no permanent Residents under 19 (nineteen). However, Residents may have younger related Guests for no more than 60 (sixty) total days in any calendar year, without unanimous approval of the Board of Directors. Further information on DESERT GREENS age restricted community is set forth in Article VII of the

Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for DESERT GREENS Planned Unit Development.

B) Curfew: No Guest under the age of nineteen (19) is allowed outside the confines of their respective home after 10:00 pm or such other time as may be required by Nye County, except when accompanied by a resident.

C) Supervision of Children: At all times there must be a parent, grandparent or qualified babysitter responsible for directly supervising children under twelve (12) years of age that are Guests. A parent, grandparent, or babysitter (at least nineteen (19) years of age) must accompany children less than twelve years of age in any common areas. (This does not include swimming pool rules, which are separate).

6. Guests

A) All Guests must register with the Board (form available in Clubhouse Office) if they stay (or plan to stay) with Resident more than a total of sixty (60) days in a calendar year (hereinafter "GRACE PERIOD"). A Guest fee of \$1.00 per day will be charged to the Resident/Owner/Lessee/Renter for any Guest staying beyond the grace period. The Guest fee shall be due and payable on the day after the expiration of grace period. It is the Resident/Owner/Lessee/Renter's responsibility to register his/her Guests.

B) The Resident/Owner/Lessee/Renter agrees to acquaint all Guests with the conditions of tenancy, including, but not limited to the rules and regulations. The Resident/Owner/Lessee/Renter is personally responsible for all actions and conduct of Resident's Guests.

C) The Board reserves the right to make a reasonable determination whether the recreational and other facilities can accommodate all Residents/Owners/Lessees and their Guests and therefore, may refuse any Guest's access to said facilities if the Guest's presence would reasonably detract from the use and enjoyment of these facilities by other Residents/Owners/Lessees.

D) A Guest is permitted to use the recreational facilities only when accompanied by their Resident/Owner/Lessee host.

E) If a Resident/Owner/Lessee/Renter will not be present, then NO GUEST may occupy or otherwise use Resident's home without written consent on file with the Board. If a Guest has received approval, such Guest(s) of Resident/Owner/Lessee may be permitted to occupy the Resident's home and to use the recreational facilities in accordance with Section 6.

7. Home and Property Standards

A) All fixtures, additions, and other items affixed to or located upon the home-site shall be covered by this section. Coverage shall include, but not be limited to, all accessories, equipment and devices utilized to secure the home as well as any construction of retaining walls, brickwork,

carports, additional structures and similar items, including but not limited to, those items set forth in section 8 of these Rules and Regulation. Also included, but not limited to, are all plants, ground cover, decorative rock, and other items utilized in the landscaping of the home-site, including, but not limited to, those items set forth in section 9 of these Rules and Regulations.

B) If a Resident elects to improve, change, add or subtract from the home-site, the Owner/Lessee shall provide the Architectural Control Committee (ACC) with a plan of work to be done prior to the proposed date of commencement of work. The plan shall include a detailed description of the intended improvement, change, etc. The ACC shall have forty-five - (45) days to accept the plan, reject the plan, or accept the plan subject to certain conditions. Such conditions may include alterations to color, materials, or other aspects of the plan. The ACC shall have the absolute discretion to determine whether a particular plan is in accordance with these Rules and Regulations. The determination of the ACC is final. **WORK WILL NOT COMMENCE UNTIL SIGNED APPROVAL IS RECEIVED.**

C) The Owner/Lessee shall have sixty- (60) days to complete the work contemplated by the plan after approved by the ACC subject to the following provisions

1) The Owner/Lessee agrees to indemnify and hold the Association harmless for any and all liabilities related to, or arising from the work involved, including but not limited to:

a) Personal injuries suffered by any party related to or arising from the performance of such work.

b) Property damage suffered against HOA property, any other resident, or any third party related to or arising from the performance of such work.

c) In the event any mechanics liens are recorded against the HOA arising from such work, the Owner/Lessee shall immediately post a bond in an amount sufficient to cause the mechanics lien to be expunged. In the event such a bond is not posted within fourteen (14) days of the recording of the mechanics lien, the amount of such lien shall be deemed an amount of damage suffered by the Association within the meaning of section 2 or 7C1(b) of these Rules and Regulations.

d) If the ACC determines that the completed work is not consistent with the original plan submitted, or the Owner/Lessee completes work, which is not covered and approved by the ACC, the ACC shall so notify the Owner/Lessee. The Owner/Lessee shall have 10 (ten) days from the sending of such notice to cause the work to be consistent with the original plan. If Owner/Lessee does not comply with the notice provided by the ACC, the ACC shall have the right to alter the work to comply with the plan and the Owner/Lessee will be duly billed.

e) Implied in each plan shall be compliance with any and all permit, license or other regulatory requirements related to or required for the work to be performed. It shall be the responsibility of the Owner/Lessee to assure that the legal

requirements of the preceding paragraph are addressed and the failure to comply with such legal requirements shall constitute a violation of these Rules and Regulations.

8. Home Standards:

A) Homes: This community has been constructed at considerable expense; which includes significant expenditures for the common area amenities. In order to preserve the attractiveness and desirability of the community as a whole, and the architectural compatibility of the homes, all incoming homes must be new, of the current model year or the prior year, be approved by the Board and must have detachable hitches. All items set forth in this Section 8 are subject to the notice and consent requirements of section 7 of these Rules and Regulations.

B) Home Sizes: All homes inside DESERT GREENS shall conform in size to the requirements of the lot on which they are placed, as established by the Board, pursuant to all applicable state and local codes. The Board, in coordination with the Owner shall determine the placement of homes on the site; however the Board shall make the final determination.

C) Home Occupancy: The number of Residents of the home shall be limited to three (3) persons of the age specified in paragraph 5A, plus a Guest for a period of sixty (60) days in a calendar year.

D) Accessory Equipment and Structures: The installation of all appliances other than ordinary household appliances, accessory equipment and structures on incoming homes, shall be completed within sixty (60) days of the date Resident/Owner/Lessee/Renter first occupies the home.

1) Prior to commencing a new installation of or a change in accessory equipment and structure or a change in any appliance which is to be connected to the electric or water supply, Owner shall submit for the ACC's approval a written plan describing in detail the accessory equipment and structure which the Owner proposes to install or change and shall obtain the approval of the ACC pursuant to Section 7 of these Rules and Regulations.

2) Building Permits, licenses and other similar permission from government agencies must be obtained, if required, before installation or construction of certain accessory equipment and structures begin. All such equipment and structures must comply with all federal, state and local laws and ordinances.

3) If an Owner/Lessee does make a change in existing accessory equipment, the standards for such accessory equipment in incoming homes must be met and all work shall be completed within sixty- (60) days of approval.

4) Owner/Lessee is cautioned that there may be homes and home-sites, which contain accessory equipment and structures which no longer conform to present community standards and regulations. Owners/Lessees should not assume their plans would be approved

because they conform to accessory equipment or structures existing on other homes or home-sites.

E) Standards for Accessory Equipment and Structures: Conditions for specific equipment and structures are as follows:

1) Heating and Cooling Systems: In addition, any heating or cooling system installed in a home must be in good operating condition and must not make excessive noise. All heating and cooling systems must be compatible with the electrical output of the community. Air conditioner may not be installed on the street side or golf course side of the home-site. No rooftop air conditioners are permitted. Swamp coolers or window units may be visible from the street as determined by the ACC on a case-by-case basis.

2) Porches and Patios: Porches and patios must meet the appropriate governmental building codes. The area under the patio cover shall have a porch of good manufactured quality made of materials that match or compliment the home's exterior. All porches and patios must be constructed with single support posts. No double or decorative scroll posts are permitted. Porches can be screened in only with prior approval of the ACC. All porches must have approved handrails along steps. Lattice has become a common choice for use as screening or pet enclosures. The rules for use of lattice follow:

- a) All lattices must be of vinyl construction
- b) All lattices must be framed, and has 2-3/4 x 2-3/4-inch diamond shaped openings.
- c) No lattice will be allowed on street side.
- d) When used on decks, lattice must reach from deck to the underside of the deck to-rail, and secured properly.

Request forms for approval of above projects must be filed with the ACC prior to commencement of work.

3) Skirting: Skirting is required on all homes, Color must coordinate with the home. Skirting may be of Masonite, masonry or other approved material. Entire perimeter of home must be skirted; vent holes must have an appropriate cover.

4) Siding: All exterior siding must be of Masonite or equivalent. The ACC must approve all colors.

5) Windows: Foil paper, cardboard and other non-conventional materials may not be used as window coverings. Only drapes, curtains, shades, blinds, mini-blinds and other products specifically intended as window coverings may be used.

6) Carport: A carport is required. Carports must accommodate two (2) passenger vehicles and must be constructed to compliment the home. All carports must be constructed with single support posts only. No double or decorative scroll posts are permitted. Solar screening installed on carports should be no closer to the edge of the roadway asphalt than the second awning support post or eleven feet at the discretion of the ACC. For the purposes of these Rules and Regulations, solar screens are defined as: fabric, sheer weave shades that are used to block UV rays (not block the view) and reduce energy costs (not block the view). Additionally, only non-reflective solar screens are permitted.

7) Roofing: All roofing materials on carports must be non-glare aluminum. Replacement roofs on homes must be architectural asphalt shingles or tile and must conform in color and style to the existing roof cover.

8) Fascias and Flashing: All homes shall have fascias (unitizing) that blend with the roofing and siding materials. The fascia shall be installed completely around the perimeter of the home. Where the home is joined at the roof, the ridge cap shall be of the same material as the roof.

9) Rain Gutters: All carports must be fitted with rain gutters and with downspouts, which extend to the ground.

10) Building: Each Owner/Lessee may install one (1) storage building with a maximum combined floor space of two hundred (200) square feet. The ACC must approve the type of storage building and where it will be placed. No metal storage buildings will be allowed. Only painted wood storage buildings and buildings approved by the ACC are permitted.

11) Fences: Owner/Lessee must obtain written approval from the ACC before erecting any fence on the home-site. All fences must be constructed under permit (if required) and meet the building codes. The maintenance of all fences located on the home-site is the responsibility of the Owner/Lessee. Fences up to four (4) feet in height are allowed. Fencing is not allowed on driveway or along street side of home-site. NO FENCE ENCLOSURE PERMITTED ON GOLF COURSE LOTS.

12) Antennas: Satellite dishes should be mounted on side of house at least ten (10) feet from road or golf course where possible.

13) Flagpoles: Freestanding flagpoles are not permitted on home-sites. Flags may be displayed on staff/bracket combinations securely attached to home and either removed or lighted at night. All flags must adhere to appropriate Federal and State law.

14) Mailboxes: All Residents have been provided a mailbox, the maintenance of which shall be the sole responsibility of the Postal Service. It will be necessary for Residents to contact the Postal Service for any repairs.

F) Items not needing ACC approval:

- 1) Installing satellite dishes mounted on side of house at least ten (10) feet from road or golf course where possible.
- 2) Solar screens may be installed in the following colors: Tan, Black, White, Gray, and Dark Brown.
- 3) Installing metal or plastic screen doors, also referred to as storm and security doors.
- 4) Installing low voltage or solar lights, not to exceed 18 inches in height. Rope lights, LED strings or similar high voltage lights other than solar lights are not allowed in the landscaped area of a residence and may not be permanently attached to the exterior of the residence. The exception is a single string of white rope lights running from the edge of the skirting where it intersects the driveway to the storage shed in a straight line lying on the concrete next to the skirting. Temporary holiday lights are not affected by this clarification and must be removed within one month after the holiday.
- 5) Replacing existing landscaping with like plants (excluding trees).
- 6) Install hose reels within four (4) feet of water faucet.
- 7) Properly installed window tinting (non mirrored).
- 8) Temporary holiday and seasonal decorations (taken down within one month after holiday).

9. Landscaping

A) Landscaping of home-sites shall be completed within one hundred eighty (180) days of the close of escrow.

B) No changes or additions to landscaping are permitted unless approved by the ACC. Prior to commencing landscaping, including changes to existing landscaping, Resident/Owner/Lessee/Renter shall comply with the notice and consent required in section 7 of these Rules and Regulations.

C) The following general landscaping standards are provided to assist Resident/Owner/Lessee/Renter in their preliminary planning:

- 1) If using plants, only live plants are to be used. Fabric greenery and flowers are permissible, but plastic flowers are prohibited. Fabric greenery and flowers must be replaced when fading occurs. If objected to by adjacent neighbors, no wind chimes, bird feeders or birdbaths are permitted.

- 2) Desert ground covers, flowers and small shrubs are generally acceptable, however, Owner may choose to use only decorative rock with edging.
- 3) Waterfalls, statuary and additional items of décor will be permitted only with the ACC's written approval.
- 4) The use of manure is prohibited.
- 5) Some form of desert landscaping acceptable to the ACC is required in the front, rear and side yards.
- 6) Decorative rock with underlining (desert landscaping) must be used in the front, rear and side yards. Artificial grass may be used on street side only. FIELDturf of Nevada premium landscaping turf is the minimum quality standard for installation. The artificial grass may comprise no more than sixty (60) percent of landscaped area. Additional rock must be added as necessary to ensure that there is sufficient rock at all times to adequately cover the area over which rock is spread. Railroad ties are not acceptable.
- 7) Trees may be planted on Owner's/Lessee's home-site, only with prior written approval of the Board. The Board retains the option to determine location of and the type of tree that may be planted. Owner/Lessee is responsible for all landscaping maintenance on the lot. The following are guidelines the Board will use for allowing Owner/Lessee to plant trees.
 - a) Prior to planting, trees must have HOA Board approval.
 - b) There must be a minimum 6 foot diameter planting space for each tree. If dwarf trees are to be planted, they may be planted in a smaller planting space with Board approval.
 - c) Only dwarf trees, or those with a maximum mature height of 15 feet, will be approved.
 - d) Trees must be desert landscape specific, able to withstand Southern Nevada climate, and low water usage.
 - e) Trees must not have intrusive root systems. Owner/Lessee will be responsible for any root damage to underground utilities, community roads or buildings, or neighboring homes.
 - f) Trees must be trimmed and maintained at all times, ensuring no interference with traffic signs, light poles, parking areas, community roads or buildings, and neighboring homes.

8) To avoid damage to underground utilities, Owner/Lessee must have utilities company approval before digging or driving rods or stakes into the ground. Owner/Lessee shall bear the cost of repairs to any utilities or property damaged during work.

9) The existing drainage pattern and grading of the home-site may not be changed without the ACC's written consent.

10) Owner/Lessee shall not remove plants when vacating the community.

11) If you are renting, you can apply to do temporary landscaping such as statues, lawn ornaments, solar lights, potted plants, or items that if you leave and take them with you will leave no damage. If you wish to do permanent landscaping or anything added to the home i.e. painting, in ground plants, or anything mounted to the house, you will need the Owner's/Lessee's approval, even if it is on the list of items not needing ACC approval. If it is an item needing ACC approval, the application needs to come directly from the Owner/Lessee.

D) All landscaping including but not limited to shrubs, vines and bushes shall be well maintained. Such maintenance shall include but not be limited to:

1) Home-site shall be kept free of weeds and debris at all times.

2) Trimming of all shrubs, trees, and bushes in a manner that maintains an attractive shape and prevents such plants from creating a safety hazard or nuisance.

3) The trimming and maintenance of all trees and shrubs in a manner that prevents them from developing a root structure that causes cracking or buckling or otherwise interferes with the streets, driveways or other community facilities.

4) Resident/Owner/Lessee/Renter is responsible for the maintenance and any damage caused by the trees on his/her own home-site. The Resident/Owner/Lessee/Renter will not trim trees or shrubs other than their own without consent.

5) When absent for any reason, it is the responsibility of the Resident/Owner/Lessee/Renter to arrange for someone to maintain the home-site.

6) If Resident/Owner/Lessee/Renter fails to perform his/her obligations included in this section, representatives of the Board may enter the home-site and perform such obligations, and Resident/Owner/Lessee/Renter shall pay a reasonable charge therefore. The alternative will be to institute violation procedure as per section 2 of these Rules and Regulations.

7) Existing landscaping may be replaced with like plants (excluding trees).

10. General Maintenance of Home-site

A) Home-site: For purposes of these Rules and Regulations, "home-site" means the real property of the Owner. The boundaries of the real property shall be lot lines as determined by a governmentally approved survey or by a recorded plot plan. The front of the home will be the street side where drive way is located.

B) Storage of anything behind or on the outside of the home is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paintings, or any item that is unsightly in appearance.

C) Only outdoor patio furniture may be used on the patio, porch, yard or carport. Barbeque grills (only propane or electric) are permitted. No towels, rugs, wearing apparel, or laundry of any description may be hung outside the home at any time. **THE CARPORT MAY NOT BE USED FOR STORAGE.** The following items will be allowed on carports in addition to approved vehicles, motorcycles, and golf carts: Rubbermade type seated storage containers, patio furniture, potted plants, garden hose and hose reels, barbeque grills, bicycles, and mobility carts. These items must not restrict the ability to park resident vehicles in the driveway. The storage shed constructed on the driveway is not a part of the carport.

D) No flammable, combustible, or explosive fluid, material, chemical, or substance except those used for normal household purposes may be stored on the home-site but only in quantities reasonably necessary for normal household purposes. Use of a chiminea, portable fire pit or any open flame device is not permitted.

E) The exterior paint on Resident/Owner/Lessee/Renter's home, accessory structures and equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to peel, flake, chip, deteriorate or any other manner that detracts from the aesthetic beauty of the community. Only licensed contractors may perform spray painting of the home. Resident/Owner/Lessee/Renter assumes all liability for any damage caused by paint over-spray. The ACC must approve all exterior painting.

F) Damage: If any portion of the exterior of the home or its accessory equipment, structures or appliance on the home-site is damaged, the damaged portion must begin to be repaired or replaced within twenty (20) days and such work will be completed within ninety (90) days. This includes, but is not limited to, damage to the siding, carport, downspouts, windows, screens, skirting, porch or storage shed.

G) Concrete: All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.

H) Driveway and Street Area: Individual driveway maintenance shall be the Resident's/Owner's/Lessee's/Renter's responsibility. Resident/Owner/Lessee/Renter shall keep the street area in front of their home-site free of debris.

I) Utility Pedestals: The utility pedestals must be accessible at all times and must be kept free from any landscaping or other obstruction. If one of the utility shut-off valves is located on Resident's/Owner's/Lessee's/Renter's home-site, it must be kept uncovered and accessible at all times. Resident/Owner/Lessee/Renter shall not connect, except through existing electrical outlets or water pipes on the home-site, any apparatus or device for the purposes of using electric current, or water. Owners/Lessee's must obtain the Board's written approval for modification to the pedestals, in addition to any required permits.

J) Garbage and Trash Disposal: Garbage and trash must be placed in a plastic trash bag and kept in an approved container with a tight fitting lid. Trash containers may be visible only on the day of pick up. Sanitary and health laws must be obeyed at all times. Cardboard boxes must be flattened prior to placing in dumpster.

K) Enforcement: In the event the Resident/Owner/Lessee/Renter fails to comply with the requirements of this section, the Board shall have all the rights and remedies set forth in section 2 of these Rules and Regulations, and all other legal, statutory or equitable rights available to them, to bring the violation into compliance.

11. Parking

A) Only passenger cars, vans and pickup trucks, up to a total of two (2) may be parked at the home-site to the extent space is available. In no event shall a parked vehicle, golf cart, or motorcycle extend beyond the curb unless otherwise permitted by the HOA. Resident vehicles are not to be parked in the parking places designated for visitors, on an overnight basis without HOA permission. Residents will be allowed to park in visitor parking in lieu of their Guests who park at their residence.

1) The term "passenger cars" specifically includes those vehicles commonly referred to as sport cars, coupes, sedans, station wagons, passenger vans and SUVs and specifically excludes vehicles included with the definition of "other vehicles". No RV parking is permitted in the driveways.

2) The term "other vehicles" includes large vans, buses, trucks and commercial vehicles of every kind and description, boats, personal watercraft, trailers, and Recreational Vehicles (pickup trucks with shells are not considered RVs). A recreational vehicle may be parked in front of Owner's home for loading or unloading only, not to exceed four (4) hours. No overnight street parking is allowed.

B) Parking is permitted only in designated areas. Parking is not permitted on vacant lots. An RV may not be used to house Guests. Neither the Resident's nor the Guest's vehicles may be parked on landscaped areas of home-sites. Areas designated, as landscaped areas may not be converted to parking areas without Board approval.

C) Guests may only park in designated Guest parking spaces or in the Resident/Owner/Lessee/Renter's driveway. Because of the limited parking facilities, traffic congestion and noise, the Board reserves the right to restrict the number of Guests bringing vehicles into DESERT GREENS and how long they remain.

D) A Resident/Owner/Lessee/Renter may use the Guest parking when using the recreational facilities, including the golf course.

E) Unless posted or otherwise permitted by these Rules and Regulations, no parking or blocking driveways is permitted on the street, except for the purpose of loading or unloading.

F) No vehicle may be stored in the community. Storage shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, or the parking of more than one vehicle for the purpose of selling those vehicles as part of a commercial activity.

G) In the recreational vehicle (RV) parking area, a limited number of parking spaces are available for travel trailers, boats, campers, trucks and extra vehicles. By providing such spaces to the Resident/Owner/Lessee/Renter, the Association is providing a service, and will impose fees for the parking. The Association has no obligation to provide spaces within the RV parking area or elsewhere for vehicles belonging to the Resident/Owner/Lessee/Renter. The Association is not responsible for items parked in storage areas. Spaces are numbered and registered to specific Residents/Owners/Lessees/Renters as assigned by the Board. It is the responsibility of the vehicle owner to properly secure it against damage and theft. RV's should be closed-up and secured, and checked regularly while in storage. Closed-up is defined as all slide outs in, antennas and satellites down, and all utilities disconnected. Note that electrical may temporarily be connected to an RV for two (2) days prior in preparation for a trip. RV's must be kept in good operating condition and appearance.

H) Vehicles or golf carts will not be allowed to park and block entranceways to clubhouse. Temporary parking at front entranceway or patio area will be allowed for loading or unloading only, but must not block doorways.

I) Contractors or service personnel working at a residence within the community will be allowed to park on the street in front of the home where they are working. Care should be taken not to block neighboring home driveway access or egress.

J) Parking of golf carts is permitted on driveways, but may not extend beyond the curb. Other golf cart parking spots may be approved on a case by case basis by the HOA Board. Parking has also been approved on the golf course side of the house where the cart path is adjacent to the proposed parking area. Under no condition will parking be allowed where the cart must be driven over grass areas of the course for more than three feet. Under any situation where parking other than on the driveway is approved, the area and space leading to it must be covered with a concrete pad or patio blocks to support the cart.

12. Motor Vehicles and Bicycles

- A) No maintenance, repair or other work of any kind on any vehicle, boat, or trailer may be done in the community. State law prohibits parking on the streets or blocking driveways.
- B) Any vehicle dripping oil or gasoline must be removed and repaired immediately to avoid damage to the pavement.
- C) Vehicles are not permitted inside DESERT GREENS if they are not regularly maintained in normal operating condition. Vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the community's appearance, or which contain unsightly loads are prohibited. All vehicles bearing loads of any kind must be covered.
- D) For the safety of DESERT GREENS residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed. Speed limit is 15 m.p.h. in desert greens. Drivers are cautioned to watch for vehicles backing out of driveways.
- E) Excessively noisy vehicles are not permitted.
- F) Unlicensed people may not operate vehicles inside DESERT GREENS. All vehicles, except golf cars and electric mobility chairs, must be registered and licensed for street usage.
- G) No dirt bikes or loud off-road vehicles are to be operated within the community.
- H) Motor cycles, motor scooters, mini bikes and mopeds are allowed within DESERT GREENS. Residents or Guests utilizing these vehicles must follow the most direct route to their destination. All such vehicles must be equipped with mufflers or other necessary noise suppressing devices. Those residents or Guests utilizing electric mobility chairs will be accorded the same courtesy as pedestrians and will have the right of way.
- I) Bicycles may only be ridden on the roadways or designated bicycle paths.
- J) Skateboard riding, roller-skating and roller-blading is not permitted after dark. An adult must supervise children under the age of 18 engaged in these activities at all times.
- K) The Board has the right to have any non-conforming vehicle towed at the vehicle owner's expense after delivery of a five (5) day notice to the vehicle owner.
- L) Within 14 days of occupancy, all residents' motor vehicles must be registered with the HOA office providing year, manufacturer, style, and license number. It is the responsibility of the resident to notify the HOA office if vehicles are sold or purchased and to provide updated vehicle information. Failure to register vehicles with the HOA will result in a fine assessment.

13. Conduct

A) Actions by any person of any nature, which may be dangerous or may create a health and safety problem, or disturb others, are not permitted. This includes, but is not limited to, any violation of any law, any infraction of these Rules and Regulations, a misdemeanor or felony, and unusual, disturbing or excessive noise, intoxication, quarreling, threats, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use of or display of any weapon or dangerous instrument, including but not limited to, a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the community that is generally open to residents and their Guests.

B) The selling possession, and/or use of illegal drugs, and the driving of vehicles under the influence of the same, or the conduct of oneself in an improper manner while under the influence of illegal drugs or alcohol, is prohibited within DESERT GREENS.

C) Residents are prohibited from lighting and using fireworks within desert greens.

D) Radios, televisions, stereos, musical instruments and other devices must be used so as not to disturb others. AM or CB radios or other radio transmitters may not be operated unless it can be demonstrated that the operation does not interfere with TV or radio reception, and antennas are kept out of sight.

E) Residents/Owners/Lessees/Renters and their Guests shall not encroach or trespass upon any Resident's/Owner's/Lessee's/Renter's home-site or upon any area that is not open for general use by Resident's/Owner's/Lessee's/Renter's and their Guests. Association property that is not for the use of Residents/Owners/Lessees/Renters and Guests includes but is not limited to, gas, electric, water and sewer connections and other equipment connected with utility services. Tools and equipment of the Association shall not be used, tampered with or interfered with in any way by Residents/Owners/Lessees/Renters or their Guests.

F) Residents/Owners/Lessees/Renters and their Guests must be quiet and orderly and shall not allow or carry on any activity likely to cause complaint. Residents/Owners/Lessees/Renters must acquaint all Guests and all occupants of the home with the Rules and Regulations. Guests are not permitted in the clubhouse or in common areas unless accompanied by the Owner/Lessee host.

G) Control/supervision of any Guests, including visiting children will be the responsibility of the Resident/Owner/Lessee/Renter in charge of the Guest or child.

H) The home and home-site shall be used only for private residential purposes and not business or commercial activity of any nature shall be conducted thereon, without prior approval of the Board. The prohibition applies to any commercial or business activity, including but not limited to, the following:

1) Any activity requiring the issuance of a business license or permit by any governmental agency. Specifically the following conditions must be met:

- a) No clients can come to the home.
- b) No signage can be visible from the exterior or windows in the home.
- c) No advertisements can direct clients to the home.
- d) Business cannot have employees, partners, or helpers within the community.
- e) Business cannot rent, lease, or maintain an office, building or facility for the conveyance of products or services within the community.

2) The leasing, sub-leasing, sale or exchange of homes except the Sales Office and Home Models. At the time all the lots have been initially sold the Sales Office will no longer be permitted.

I) The violation of any law or ordinance of the city, county, state, or Federal government will not be tolerated. No act or demeanor shall be permitted which would place the Association in violation of any law or ordinance.

14. Advertisements

All exterior signs and advertising flags, including but not limited to for-sale signs and garage sale signs, are prohibited. However, Owners/Lessees may place one (1) sign in the window of the home or on the side of the home facing the street stating that the home is for sale or exchange. Such sign shall not exceed twenty-four (24) inches in width and eighteen (18) inches in height and such sign shall state only the name and telephone number of the Owner or his/her agent. Classified advertisement may be published in the Senior Moments Newsletter, on the Desert Greens Website, and/or placed on the clubhouse Bulletin Board outside the clubhouse office.

15. Entry Upon Owner's Home-Site

The Association shall have a right of entry upon the home-site for maintenance of utilities, for maintenance of the home-site where Resident/Owner/Lessee/Renter fails to maintain it in accordance with these Rules and Regulations, for the protection of the Association at any reasonable time and enforcement of any provision of these Rules and Regulations. However, the Board may not do so in a manner or at a time, which would interfere with the Residents' quiet enjoyment. Delivery of a three (3) day notice that the Board shall enter the home-site on a weekday, between the hours of 9:00 am and 5:00 pm, shall be deemed appropriate. The Board may enter the home-site or home without prior written consent of the Resident/Owner/Lessee/Renter, in case of an emergency or when the Resident/Owner/Lessee/Renter has abandoned the home-site or home.

16. Recreational Facilities

A) Recreational facilities are provided for the exclusive use of Owners/Lessees and their accompanying Guests.

B) Hours for the recreation facilities and specific rules are posted in and about the facilities and are incorporated into these Rules and Regulations by reference. (See Sections 6C, 17 & 18).

C) Persons in swimwear, wet or dry, will not be allowed in the clubhouse except in the restrooms and enroute thereto from the covered patio area. Owner/Lessee and their Guests must wear a shirt at all times in the clubhouse. Footwear must also be worn in the clubhouse.

D) Screaming, running, horseplay and loud noises are not allowed in the recreational areas.

E) No one may put their feet against the wall, windows or tables within the recreational facilities.

F) No Owner/Lessee may have more than two (2) Guests at any time in the billiard room.

G) The Association prohibits smoking in any portion of the clubhouse.

H) The clubhouse can be reserved.

1) Owners/Lessees wishing to reserve the clubhouse or rooms therein must apply to the HOA Office at least one (1) month in advance. A reservation form will be filled out and approved by the Activities Chairman or his designee and authorized by the HOA Board. The reservation form will state the activity, date(s), time, room(s) reserved, estimated number of participants (including number of nonresidents), and whether a cleaning deposit or usage fee will be required. Clubhouse reservation will be noted on calendar and Senior Moments and posted on clubhouse doors during activity. During such a scheduled event the reserved area of the clubhouse facilities will not be available to other residents and their Guests. The clubhouse may be reserved during HOA office business hours, however HOA office must be allowed to remain open for normal business. Note that the clubhouse maximum occupancy is 127 and must not be exceeded. Such functions must be carried out with full compliance of these Rules and Regulations.

2) The Board may charge an advance cleaning deposit for groups involving more than 10 nonresidents; therefore, it is the responsibility of the Owner/Lessee in charge of the event to leave the area clean and in the same condition prior to use, for the return of such deposit. The same requirements apply to the kitchen area and the available appliances for use. Owner/Lessee must always keep these areas free of litter and ready for the next user. For groups involving less than 10 nonresidents only, there will be no charge for the use of the clubhouse, however Owner/Lessee will be required to pay any costs for additional cleaning that may be necessary or for any damage that may occur. Those scheduling the function will be responsible for normal cleanup immediately after the event. A nonrefundable usage fee will be charged only for groups involving ten (10) or more nonresidents. The usage fee and cleaning deposit will be determined by the HOA Board.

NOTE: A reservation is for Owner/Lessee and invited Guests only. If reservation will be open to the general public, a \$1,000,000 insurance rider must be provided with Desert Greens 2001 HOA listed as loss payee. The reservation must have prior approval from the HOA Board.

3) In the event an Owner/Lessee wishes to reserve the clubhouse for a memorial service or other such activity where a one (1) month advance notice is not practical, the advance notice may be waived.

I) You will find a special bulletin board area by the office in the clubhouse for announcements, information and services.

J) The TV room/card room and library are available to all Owners/Lessees and their Guests. After using these rooms, Owners/Lessees must leave them neat and clean.

K) A well-equipped kitchen is located inside the clubhouse, and includes an oven, microwave, stove, sinks, storage area and a variety of utensils. There are two (2) large coffee urns for social functions and many other items for preparing food, keeping food warm, and items for your convenience. It is the responsibility of the Owner/Lessee using the facility to leave the kitchen clean and tidy after each use, and return all items to their storage cabinet.

L) The Fitness Room is reserved for the exclusive use of residents. Residents are permitted to have no more than two (2) guests at a time and must accompany them at all times when using the gym. The HOA requires proof of residency for the use of the gym. Children fourteen (14) years of age and younger will not be permitted in the gym. Persons fifteen to seventeen years of age must be accompanied by an adult (18 years or older) when on the premises and using the equipment. The HOA reserves the right to ask for proof of age from anyone seeking to use the gym facility. Persons with special health conditions and/or under physicians care should consult their physician before using the gym facilities. All persons using the gym shall do so at their own risk. The HOA shall not be held liable and/or responsible for any injuries sustained during the use of the facility and/or equipment, and/or for any property lost or stolen. All Residents and guests who utilize the Fitness Room and the equipment contained therein, shall sign a waiver of liability form at the HOA Office prior to using the gym facilities.

M) The recreational facilities are for the use of the Owners/Lessees and their Guests. Failure to comply with these Rules and Regulations relating to their use, or conduct which disrupts the ability of others to peacefully enjoy them, may result in suspension or termination of the right to their use.

N) Due to the high cost of liquor liability insurance and the liability of the HOA for providing liquor on community property or for any community activity, the following rules will apply:

Neither the Desert Greens HOA nor any of its associated committees may provide liquor on community property or at any community activity. No liquor may be provided for free, donation, or for sale at any community activity by the HOA or any of its

associated committees.

Individuals attending community activities may bring liquor for their own consumption.

No open liquor containers will be allowed to be stored on community property unless under lock and key. Keys are to be held only by the Activities Chairperson and the HOA office.

17. Golf Course.

DESERT GREENS Golf Course is a par three (3) nine (9) hole course. There are two (2) sets of tees to allow for eighteen (18)- hole play: [yellow tees are for holes one-nine (1-9) and red tees are for holes ten-eighteen (10-18)]. The course has a putting green, but no other practice facilities. DESERT GREENS is a private course open only to Owners/Lesseees and their Guests. Golfing clubs or other organizations may be allowed to use the course on a case- by- case basis. These organizations must coordinate in advance for tee times and pay applicable greens fees.

GREENS FEES: Owners/Lesseees may play or practice on the course at any time for no charge. Relatives and other Guests may play the course as explained below:

- A) A Owner/Lessee must accompany all relatives and Guests when on the course.
- B) Immediate family may play for free. Immediate family for the purpose of this regulation is defined as: Owners/Lessee's parents, sons, daughters, siblings, grandchildren, and their spouses.
- C) Guests other than immediate family may play for a fee of \$10 a day.
- D) Fees may be paid at the clubhouse office or placed in the "Honor Box" located at the first tee.
- E) Golf fees may be modified for special groups or events with the approval of the Golf Committee Chairman and authorized by the HOA Board.

Desert Greens Owners/Lesseees who live elsewhere and rent their property have the option of allowing their renter to use their free golf privileges. Either the Owner or the Lessee has the free privileges, the other pays regular fees to play or practice.

BAG TAGS: Tags to identify Owner/Lessee golfers are available.

PRACTICE PUTTING GREEN: Owner/Lessee, relatives, and Guests at no charge may use the practice putting green at the rear of the Clubhouse. Both practice putting and chipping in the immediate area are allowed.

REMINDER: The golf course is not a play area.

- Children who are not golfing are not allowed on the course and young golfers must be supervised.
- Pets are not allowed on the golf course. Ducks and birds cause damage to ponds and to the greens--feeding them is strictly forbidden.
- There is no swimming, fishing, or boating allowed in ponds on the golf course.

Golfers are reminded that this is a close, narrow course with homes on both sides of the fairways. Golfers are liable for all damages they cause to private or community property.

Golf carts should remain on cart paths at all times unless a handicap flag is displayed on cart. The request for a handicap flag will be submitted to the Golf Committee for approval. All golf carts, including those displaying handicap flags, must not come closer than 15 feet of a green or bunker. The maximum speed limit on the cart path is 5mph.

18. Swimming Pool Rules

A) Persons using the swimming pool do so at their own risk. Solo swimming is not recommended. There is no lifeguard on duty.

B) All persons must shower before using the pool. Those persons using suntan lotion are required to shower each time before they enter the pool to remove the lotion.

C) Only manufactured swimwear in good condition may be used. No cutoff or other "homemade" swimwear is permitted. Only white T-shirts may be worn in the pool.

D) Guests are not permitted to use the swimming pool unless accompanied by their adult Owner/Lessee host.

E) All persons who are incontinent are not permitted in the swimming pool. Special swimwear is required for infants who are not "potty trained". No diapers are permitted.

F) For the protection of the deck furniture, towels must be placed over chairs when using suntan oil, creams, or lotions.

G) The Board reserves the right to limit the use of the pool at any time and to restrict the use of the pool by anyone. Owners/Lessees are responsible for the conduct of their Guests.

H) Alcoholic beverages and food are prohibited in the pool and spa areas. Glass containers of any type are not allowed. Smoking is prohibited in the swimming pool area.

I) Hairpins, clips and other such items are not allowed in the pool.

J) Shoes or sandals must be worn to or from the pool area at all times.

K) Additional Pool Rules are posted in the pool area and are incorporated herein by this reference.

L) No horseplay or other potentially dangerous activities will be permitted in or around the pool.

M) No one is allowed in the pool area while the pool cleaners are cleaning or servicing the pool. Residents must not leave swim floats of any kind in the pool or around the pool area. The pool cleaners will dispose of all such floats.

N) The swimming pool is for the use of all Owners/Lessees and their Guests. Failure to comply with these Rules and Regulations relating to its use, or conduct which disrupts the ability of others to peacefully enjoy it, may result in suspension or termination of the right to use it.

O) There will be a maximum of six (6) Guests per household, including the Resident/Owner/Lessee/Renter allowed in the pool at any one time. The maximum of six Guests per household may be waived to allow larger families to use the pool if prior written approval is obtained from the HOA Board or Activities Chairperson.

P) Pool usage will be limited to the hours between 8 A.M. and 10 P.M.

19. Therapeutic Spa

A) Users of the spa do so at their own risk. Owners/Lessees and their Guests should use caution and limit the use of the spa for a period of less than ten (10) minutes. Your judgment should prevail.

B) Between May 1st and October 1st, this facility is heated to maximum temperature of 102 degrees. To control the healthful nature of the water chemicals are added. Users should be alert to the fact that people with high blood pressure, diabetes, and other medical problems may be adversely affected by the temperature and the agitation of the water. It is advisable to consult with your physician before using the spa.

C) Anyone found washing his or her hair, shaving, or using any kind of lotion in the spa, after an initial warning, will be prohibited from using it.

D) To help maintain the proper chemical balance of the water, it is essential that spa users shower before entering the pool. While using the spa, never place your head below the water line.

E) No one under nineteen (19) years of age is permitted to use the spa.

- F) Persons who are incontinent are not permitted to use the spa.
- G) Hair clips and other such items are not allowed in the spa area.
- H) Swimwear is required.
- I) No food or beverages, other than water, are allowed in the spa area. No glass of any kind is permitted in the spa area. Smoking is prohibited in the spa area.
- J) Footwear must be worn to or from the spa area.
- K) Spa usage will be limited to the hours between 8 A.M. and 10 P.M.

20. Laundry.

No outdoor clotheslines or drying racks are permitted, nor are Residents permitted to hang items to dry or air out on porch railings.

21. Car Washing.

The washing of vehicles on the street is not permitted, however, washing cars will be permitted in driveways. Vehicles may be washed at the northwest corner RV Parking area. Resident/Owner/Lessee/Renter must furnish their own hoses and cleaning supplies. All cleanup and courtesy rules apply.

22. Household Pets

A) General Rules: Permission to keep a house pet must be obtained from the Board, prior to the pet being brought to DESERT GREENS. The number of cats or dogs allowed per home shall not exceed two (2) total. A house pet is defined as a pet that spends its primary existence within the home. The Board reserves the right to deny a Resident a pet if there are already an excessive number of pets in the community, or if the Board believes a pet may present an unsafe risk to the health or safety of others. Any animal or pet evidencing a dangerous propensity toward any resident or Guest or attacking a pet of another Resident, will no longer be allowed to remain and will have to be removed immediately upon notice from the Board.

- 1) The types of house pets permitted are: dogs, cats, small birds (such as parakeets, canaries), fish and other usual household pets.
- 2) Non-house pets are prohibited, as are strange and exotic pets.
- 3) Do not feed ducks, birds, stray cats, dogs, or other animals. If the stray animals become a nuisance, Animal Control will be contacted.

B) Board Approval Requirements, standards for Board approval prior to closing on a home:

- 1) All pets must be pre-registered with the DESERT GREENS HOA office with pet registration form filled out and current photograph of pet submitted.
- 2) Each pet must be licensed and inoculated in accordance with local law.
- 3) After moving into DESERT GREENS, a pet may NOT be acquired without prior written permission from the Board.
- 4) If a pet is lost or dies, prior written permission to acquire a new pet must be obtained from the Board.
- 5) If any of the rules regarding pets is violated, and such violation is confirmed by the Board, the Resident owner of the pet may receive formal notice in writing stating that the Resident's right to keep that pet within Desert Greens has been terminated.
- 6) Dogs that weigh more than fifty-five (55) pounds and exceed twenty-two (22) inches in shoulder height will not be allowed.

C) Pet Owners Responsibilities: ALL pet owners MUST strictly adhere to the following rules:

- 1) All State and local leash laws will apply inside DESERT GREENS. Cats may be allowed out of the home only if leashed. Pets are not allowed on the golf course, the golf cart path, in the clubhouse, or on any recreational or landscaped area at any time.
- 2) Pets running loose inside the DESERT GREENS community will be reported to Animal Control. A repeated violation of this rule may lead to the loss of the privilege to maintain a pet. Pets must be under the control of the owner at all times.
- 3) Pets will not be allowed to cause any disturbance which annoys neighbors, including, but not limited to, excessive barking, growling, biting, or any other unusual noise, danger or damage. Under no circumstances may any pet be allowed to invade the privacy of another Resident's/Owner's/Lessee's/Renter's home site.
- 4) All pet droppings anywhere inside DESERT GREENS must be picked up, wrapped in paper or plastic bag, and placed in the trash immediately.
- 5) No exterior pet housing is permitted. This limitation includes, but is not limited to, any type of confining structure or barricade, except those structures approved before these rules took effect.
- 6) Guests are permitted to bring pets into the DESERT GREENS community only during their presence. They cannot temporarily leave the pets with the Resident. Guests must

follow these rules and regulations. Resident/Owner/Lessee/Renter will be held responsible for their Guestsøpets.

23. Solicitation

A) Except for **Association** notices, and communications from the Board or management, throwaway newspapers, distribution of hand bills, and door-to-door selling/solicitation are not permitted without the Boardø consent. All salespeople and trades people must make individual appointments with Residents.

B) Residents are encouraged to deter door-to-door solicitors by informing them that this type of solicitation is not permitted, and then should call the Office.

C) If Residents find literature attached to their door or left on the home-site, the item should be brought to the Office. A Board member or representative will call the company delivering the advertising and inform them that soliciting is not allowed.

24. Desert Greens Office

Except in an emergency, please do not telephone or contact any members of the Board after normal business hours. The office phone (775-751-9006) is for business use only. Except for emergencies, all complaints must be in writing, signed and dated by the person who's making the complaint.

IN THE EVENT OF ANY FIRE, MEDICAL, CRIMINAL, OR OTHER EMERGENCIES, CALL 911 OR CALL THE POLICE DIRECTLY. NOTIFY THE OFFICE DURING THE DAYTIME, BUT FIRST CALL 911 OR THE POLICE.

25. In Case of an Emergency. Emergencies affecting the Community (water, electric, and sewer) must be reported immediately.

26. Filing Complaints and/or Fines for Violations:

A) If a member of the Association has a dispute with the HOA, the member should make every effort to resolve the dispute in a meeting with Board members.

B) Disputes between neighbors should be resolved between the parties involved, unless the dispute pertains to violations of the Rules and Regulations. This may include situations such as playing a stereo too loud or at inappropriate times of the night. However, disturbances such as drunkenness, profanity, indecency, fights, etc., should be brought to the Board's attention for appropriate action.

C) If a neighbor is violating the Rules and Regulations the member should notify the Board in writing, describing the problem and the violation. If other neighbors are equally concerned, solicit their signatures on the written complaint. For any violation of a single rule by a Resident/Owner/Lessee/Renter or Guest to be valid it must be reported in writing by a member and or reported or confirmed verbally by a member of an appropriate committee or a member of the HOA Board of Directors. All written complaints require a signature, time of the violation and a date to be considered valid. In an emergency situation, and after contacting any emergency personnel, call the Office, and then submit the complaint in writing as soon as possible.

1) On the first occurrence of a violation, a written courtesy letter shall be sent to the Resident/Owner/Lessee/Renter stating that the Resident/Owner/Lessee/Renter has (14) days to abate said violation.

2) On a second occurrence for the same offense and/or failure to correct a violation previously noted, a second written violation letter will be sent to the Resident/Owner/Lessee/Renter giving the owner (7) seven days to abate said violation.

3) If the Resident/Owner/Lessee/Renter feels the violation does not exist, the Resident/Owner/Lessee/Renter may request a hearing within (10) ten days of receipt of the second notice; failure to do so, the Board of Directors will schedule a hearing date.

4) After the hearing, the Board of Directors may impose the following assessments or suspensions:

a) First Violation: For any notice of noncompliance that remains unresolved after hearing is held, a \$100.00 fine for each month or portion thereof shall be assessed against the owner for a maximum of \$500.00 at which time legal action may be taken to resolve the noncompliance.

b) The Resident's/Owner's/Lessee's rights to use the common elements may be suspended for (30) days or as long as noncompliance exists.

c) For reoccurring violations of the same nature, the Board of Directors may impose a fine of \$200.00 for each month or portion thereof.

d) Misuse of the clubhouse, pool, spa or golf course by Resident/Owner/Lessee/Renter or Guest, may result in immediate revocation of usage privileges.

e) All Attorney's fees and/or court cost incurred in the collection or serving or mandatory injunctions are the responsibility of the homeowner or the unit involved.

f) Any cost incurred by the Association in enforcing any of these rules will be charged to the homeowner of the unit involved.

g) All such fines collected shall be deposited in the Associations Operating Account.

27. Renting Your Home

A) Renting your home is permissible with the unanimous approval of the Board. If Owners/Lessee's do need to vacate their homes they may discuss their options with the Board.

B) Approved rental terms shall be for a period of no less than one (1) year, and in increments of one (1) year thereafter.

C) Lessees and Renters must meet the requirements of Section 5.

D) Renters will be classified as a Lessee as per Definitions in Section 1B when the Owner notifies the Board in writing, delegating their right of use of community amenities to the Renter. The Lessee will have all the rights of membership except the right to vote which the owner will

retain. An Owner may give a revocable proxy to allow a Lessee to vote as provided in the bylaws. This person will be classified as a Voting Lessee as per Definitions in Section 1B.

E) The Owner/Lessee will provide his/her Renter with a copy of the Rules and Regulations and will be responsible for the Renter's adherence to them.

F) The right to restrict the number of homes to be rented will be controlled by the Board. At present, that number is ten per cent (10%) of the homes in the community.

28. Revision of Rules

The Board reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules, regulations and hours posted in and around the recreational facilities.

29. Disclaimer

Although some homes and home-sites no longer conform to the current Rules and Regulations, they either did conform in the past or were given approval by the Board for non-compliance.

The exceptions/exemptions are no longer valid if the Resident/Owner/Lessee/Renter significantly changes or modifies that portion of the home-site to which the exception/exemption applies. The Board reserves the right to verify that the Rules and Regulations have been met before the home changes ownership.

30. Notices

All notices to be delivered pursuant to these Rules and Regulations, shall be deemed to be delivered either by personal delivery upon the person to receive the notice, or by placing the notice in the United States mail to the address of the Resident/Owner/Lessee/Renter's home-site (if to the Resident) or to the Clubhouse Office located in DESERT GREENS (if to the Board).

DESERT GREENS 2001 HOMEOWNERS ASSOCIATION

By: _____, Michael Heldt, President

Date: