



Glenbrook

HOMEOWNERS ASSOCIATION
P.O. BOX 447 • GLENBROOK, NEVADA 89413

GLENBROOK HOMEOWNERS ASSOCIATION RULES

INTRODUCTION

Welcome to Glenbrook, one of America's most unique and beautiful resort communities. A community rich in the history of the West, Glenbrook is today an amalgamation of private and government properties. Of the approximate 295 private residential properties in the Glenbrook community, 228 are part of the Glenbrook planned unit subdivision that was created in the late 1970's and are subject under Nevada law to the recorded conditions, covenants, and restrictions that form the contract between the persons who own property within the Glenbrook planned unit subdivision. Pursuant to these "CC&Rs" the property owners whose properties are part of the Glenbrook planned unit subdivision are governed by "GHOA," the Glenbrook Homeowners Association.

In addition to the residential properties that comprise the Glenbrook planned unit subdivision, GHOA owns various landscaped areas, parks, roadways, open meadows and forest lands within the community as "common areas" for the benefit of its owners and other Glenbrook property owners having easement or reciprocal rights to use such common areas. The remaining non-GHOA residential properties in Glenbrook are properties that are contiguous to, surrounded by or accessible only through the Glenbrook planned unit subdivision. Many of the non-GHOA residential properties pre-date the creation of the Glenbrook planned unit subdivision and their owners are not members of GHOA. Surrounding the residential areas within Glenbrook are properties owned by the US Forest Service, the Nevada Division of Transportation, and the Nevada Division of State Lands. Taken together, these properties comprise the community of Glenbrook.

Within the Glenbrook planned unit subdivision, there are 3 types of member properties: (1) private lots on which are located custom homes, (2) cottage lots on which are located the Glenbrook "cottages", and (3) town home lots on which are located the common-wall town homes. In total, there are 95 custom home lots within the subdivision, 65 cottage lots, and 68 town home lots. The owners of all the foregoing are members of GHOA. In addition to GHOA, owners of cottage home lots and town home lots are also members of and the Glenbrook Cottage and Townhome Association ("GCTA"), a sub-association to GHOA, which has certain maintenance responsibilities over cottage and town home residences. Some "common areas" in the cottage and town home areas are owned and maintained by GCTA. Both GHOA and GCTA maintain rules applicable to their members and the properties under their respective control and jurisdictions, and charge their members a variety of assessments to pay their respective costs of operation and to fund financial reserves required by Nevada law.

GHOA and GCTA have each adopted Rules or are subject to Rules imposed as deed restrictions at the time of the creation of the subdivision that govern certain conduct and activities within their respective jurisdictions. Rules are enforceable under Nevada law against homeowner association members by the imposition of fines and, in some cases, by suspension of members' rights within the subdivision. Rules imposed by deed restrictions may be enforced through civil proceedings by all property owners within the community having rights to use such properties. In addition to the foregoing, GHOA and GCTA are entitled to impose reasonable rules and limitations on the use of their properties by persons entitled to use such properties by easement or reciprocal rights. Violators of such reasonable rules and limitations may be subject to suspension of their rights to use GHOA's or GCTA's properties.

GHOA Rules apply to the users of all properties within the Glenbrook planned unit subdivision including GHOA's common areas regardless of whether the user is a property owner within the subdivision. In addition to property owners, all guests, invitees, and renters of property owners are obligated to comply with GHOA Rules within the GHOA subdivision and when present on GHOA common areas. Additionally and, to the extent they do not conflict with rules adopted as deed restrictions when use easements were granted to GHOA, GHOA Rules also apply to properties not entirely owned by GHOA but which are "burdened" by easements that entitle GHOA members to use such properties for various uses. These types of properties include, for example, beach areas in front of the historic Glenbrook Inn and south of the GHOA pier, and some of the meadow areas in the historic "Hamlet" (Old Barn) area that are available for recreational uses. These properties also include some Glenbrook roads that are either directly owned or controlled by GHOA through easements, and historic pathways and trails throughout the community.

GHOA expects that all users of properties within the GHOA subdivision, including GHOA common areas, will comply with GHOA's rules. When in doubt, GHOA requests all to follow the Golden Rule: ***Do unto others as you would have them do unto you.*** Please be as respectful of your neighbor and his or her property as you would expect him or her to be of you and your own property.

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I. Community Beach and Recreation Rules (GHOA Owned Properties)

GHOA's Beach and Recreation Area Rules were originally adopted in 1980 pursuant to the CC&R's of GHOA and apply to beaches owned by GHOA. The Beach and Recreation Area Rules were amended in 2009 in order to reconcile the Rules to the 1977 Rules, requirements of the TRPA and other governmental entities, and the changed needs and circumstances of GHOA and the community. These Rules apply to all beaches owned by GHOA, which include the following:

Beach Areas on the Lake side of the town homes located next to the old location of Glenbrook Creek (the "Meteor" Launch Site), running north to and including the beach just past the cottage homes in the Cottage Field Area;

Beach Areas in front of the Water Treatment Plant and running north to the end of the cabanas on the beach that is adjacent to the Golf Club; and

Beach Areas in front of the China Garden Park where Slaughterhouse Creek enters the Lake.

GENERAL RULES APPLYING TO GHOA OWNED BEACHES

1. All dogs on GHOA beaches must be maintained on a leash or under the direct control of the owner. Persons having dogs on any GHOA beach are responsible for the immediate and sanitary removal of their dog's wastes.
2. Motorized vehicles are not allowed on any GHOA beaches except as authorized by GHOA.
3. The operation of motorized watercraft of any kind within roped-off swim areas adjacent to GHOA beaches is prohibited.
4. All governmental laws and regulations applicable to the operation of watercraft are to be followed in and around all Glenbrook beaches and the Glenbrook pier.
5. No one shall litter or dispose of refuse of any kind from boats or on any Glenbrook beach.
6. Overnight camping is prohibited on all GHOA beaches except as authorized by GHOA.
7. Fire works, camp fires, and other fires are not allowed on any GHOA beach except as authorized by GHOA.

8. The operation of any motorized watercraft in excess of 5 mph within 300 feet of any Glenbrook beach is prohibited.
9. No motorized watercraft utilizing the Glenbrook pier or GHOA buoy fields shall exceed a noise level of 86 dBA measured at a distance of 50 feet or more from the boat.
10. Beach chairs, umbrellas, and other beach or boating paraphernalia shall not be left overnight on any GHOA beach or adjoining common area. Items left overnight on GHOA beaches or adjoining common areas are subject to removal by GHOA.
11. Boats and other watercraft may not be left overnight on GHOA beaches except as authorized by GHOA.

Adopted: June, 1980, and amended March 28, 2009

Note: Recreation areas within the Glenbrook planned unit subdivision including lands owned by GHOA or over which GHOA and/or its members hold recreational use rights are reserved for exclusive nonpublic use by GHOA members, their guests and invitees, and by other Glenbrook residents and their invitees and guests who are authorized to utilize these areas. These rules are established for the purpose of governing the use of such recreation areas by members of GHOA and others authorized to use properties owned or controlled by GHOA. The Association reserves the right to prohibit nonmembers from utilizing recreation areas owned by GHOA and to suspend the use rights of members, guests or invitees, who violate these rules in addition to any other remedies allowed by law. Recreation areas may not be used in a manner prohibited by the laws, ordinances, or regulations of the State of Nevada, Douglas County, or the Tahoe Regional Planning Agency.

II. Meadowlands and Forest Area Rules (GHOA Owned Properties)

MEADOWLANDS AND FOREST AREA RULES

These rules apply to all meadowlands and forest areas owned by GHOA:

1. All dogs in GHOA meadowlands or general forest areas must be maintained on a leash or under the direct control of the owner.
2. Motor driven vehicles operated in GHOA meadowlands or general forest areas shall not leave established roadways except as authorized by GHOA.
3. Fires, whether contained or open, and fireworks are prohibited in all meadowlands and general forest areas.
4. Use of snowmobiles, either on or off roadways, is prohibited in GHOA meadowlands and general forest areas.
5. Cutting, marking, or damaging of trees or other vegetation in GHOA meadowlands or general forest areas is prohibited except as authorized by GHOA.
6. There may be no storage of material, equipment, or other possessions of any kind in GHOA meadowlands or general forest areas except as authorized by GHOA.
7. Littering or the disposal of refuse of any kind in any GHOA meadowlands or general forest areas is prohibited except as authorized by GHOA.
8. No signs may be posted in GHOA meadowlands or general forest areas for any reason except as authorized by GHOA.
9. Overnight camping in GHOA meadowlands or general forest areas is prohibited except as authorized by GHOA.
10. Removal of historical artifacts, equipment, or any other items located in GHOA meadowlands or general forest areas is prohibited.
11. Hunting and the discharge of firearms are prohibited in GHOA meadowlands and general forest areas.

Effective June 1980, amended March 28, 2009

III. 1977 Rules and Regulations for use of Recreational and General Forest Areas at Glenbrook, Nevada (private properties subject to GHOA easements)

The 1977 Rules apply specifically to various properties owned by persons other than GHOA and its members but which are subject to easement rights enjoyed by GHOA and its members. In lay terms, the properties subject to these rights and restrictions are the following:

Beach Areas in front of the Jellerson House, the town homes that were formerly part of the historic Glenbrook Inn, the Lakeshore House and continuing past the GHOA pier to the south.

Meadowlands forming an arc around the eastern, southern, and western sides of the Rodeo Grounds in the center of the community, including the site of the historic rodeo arena.

Roadways, pathways, and trails in existence in Glenbrook on properties formerly owned by the Glenbrook Company that are not now otherwise owned by GHOA. This would include, for example, the trail providing access into Slaughterhouse Canyon over the property located at 2190 Lands End Road and the roadway behind the Glenbrook Inn.

The foregoing is offered as a summary reference for the users of such rights and restrictions, and is not intended as a definitive legal description of the properties burdened by such rights and restrictions. Copies of the definitive documents creating such rights and restrictions are located in the Governing Documents of GHOA, and are publicly located as part of document number 10405 of the official records of Douglas County, Nevada at book 677, page 1463 et seq.

BEACH AREAS

1. All dogs are to be on a leash.
2. No motor vehicles of any kind are allowed on the beach areas.
3. There will be no water skiing from the beach.
4. No boats or other equipment shall be stored on the beach, except as permitted by the Glenbrook Company.
5. No one shall litter or dispose of refuse of any kind in the beach areas.

MEADOW AND FOREST AREAS

1. All dogs are to be on a leash or under the direct control of the owner.
2. Motor driven vehicles are not to leave the existing established roadways.
3. Fires, whether contained or open, are prohibited.
4. Use of snowmobiles, either on or off roadways, is prohibited.
5. Cutting, marking or damaging of trees or other vegetation is prohibited.

6. There may be no storage of material, equipment or other possessions of any kind.
7. No one shall litter or dispose of refuse of any kind in the Meadow and Forest areas.
8. No posting of signs for any reason.
9. No camping is allowed.
10. Removal of historical artifacts, equipment or any other items located in the General Forest is prohibited. All artifacts whether of value or not are the possession of the Glenbrook Company.

Note: The 1977 Rules and Regulations (the "1977 Rules") were created by the original developer of the Glenbrook planned unit subdivision and were included within the 1977 deed that created certain easement rights and restrictions on property then owned by the developer, the Glenbrook Company, for the benefit of members of the Glenbrook Homeowners Association, their guests and invitees, as well as other homeowners and their guests and invitees who had been authorized in the past to utilize the recreational areas. Since that time, the properties "burdened" by these easement rights and correspondingly benefited by the related restrictions have been sold to successors of the developer. The Glenbrook Company no longer owns any property in the Glenbrook Community but the easement rights to use such properties for recreational uses remain for the benefit of all GHOA members and the successors to the non-GHOA properties that pre-date the Glenbrook subdivision. The 1977 Rules may be enforced by GHOA as against its own members and their guests and invitees, and against all users by the owners of the burdened properties.

IV. GHOA Pier and Shuttle Service Rules

GLENBROOK PIER RULES

1. No running on the pier.
2. No diving from the pier.
3. Use of the Glenbrook pier is limited to GHOA Members and other Glenbrook property owners only, including their guests. Identification may be required for use.
4. Permission to use the pier may be denied by GHOA Management to any person whose use of the pier, in the opinion of Management, poses a risk to the safe use and enjoyment of the pier by others or a risk of damage to the Glenbrook pier.

GHOA BUOY SHUTTLE SERVICE RULES

1. Use of the GHOA Buoy Shuttle Service is limited to GHOA Members and Glenbrook property owners only, including their guests. Identification may be required for use.
2. Children under the age of 13 must wear life vests while using the shuttle service. No child under the age of 13 will be permitted to use the shuttle craft service except when accompanied by a responsible adult.
3. The number of occupants and load of the shuttle craft may be limited in the discretion of the shuttle craft operator.
4. Except as necessary for shuttle operations or as otherwise authorized by GHOA Management, no gasoline or other flammable materials shall be hauled in the shuttle craft.
5. No smoking in shuttle craft or near shuttle craft fuel supplies.
6. Persons believed by the shuttle craft operator to be under the influence of intoxicants or drugs will not be permitted access to the shuttle craft.
7. No diving from or swimming near shuttle craft.
8. Except in cases of emergencies or GHOA authorized uses, shuttle craft service is limited to service between the pier and buoys.

9. Shuttle service may be delayed or halted, in the discretion of GHOA Management or the shuttle craft operators, if they determine, in their discretion, that shuttle operations may be unsafe due to weather or Lake conditions, or for any other reason.
10. Use of the shuttle service may be denied in the discretion of the shuttle craft operator to any person unwilling to follow these rules or for any reason if the user, in the opinion of the shuttle craft operator, poses a threat to any person (including GHOA personnel), or otherwise poses a threat of any unsafe conduct.
11. Shuttle craft may be operated only by GHOA authorized personnel.

Adopted April 1, 2007 and amended March 28, 2009

V. GHOA Public Safety and Traffic Rules

1. All State of Nevada and Douglas County laws and ordinances relating to public safety and traffic safety shall be followed within the Glenbrook planned unit subdivision and on properties under the control of GHOA. Violators may be cited for violations of this Rule, if appropriate, or reported to the Nevada Division of Motor Vehicles and Douglas County Sheriff's Office.
2. All persons utilizing roads owned by GHOA shall obey all traffic signs and posted speed limits.
3. Persons parking motor vehicles or trailers in the Glenbrook planned unit subdivision shall not park in areas marked by GHOA as No Parking zones. Violators' vehicles or trailers may be towed.
4. Golf Carts may be operated on GHOA owned streets and roadways provided the operators thereof hold a valid motor vehicle operator's license.

Approved and adopted effective as of March 28, 2009

VI. GHOA Rules: Real Estate Signs

1. One (1) "For Sale" sign meeting the specifications set forth in the attached "Real Estate Sign Specifications" may be placed on a lot in the Glenbrook Homeowners planned unit subdivision. The sign and its placement must comply with the following requirements:

(a) For Sale signs must be mounted on two supporting stanchions not greater than 1" wide. The sign must be installed so that the top of the sign is no more than 36" above ground level.

(b) For Sale signs must be placed so that it faces the street on which the residence is located and, except as set forth in subsection (c) following, may not be placed on any common area, roadway shoulder or easement. The sign must be a minimum of 3' from any sidewalk, curb, or roadway shoulder. No corner signs permitted.

(c) For Sale signs advertising the sale of townhomes may be placed on common area provided the sign is (i) no more than 5' from the townhome being advertised, or (ii) no more than 2' from the garage building in which the advertised townhome's garage is located, and does not impede access to any common area or pathway within the common area.

(d) Advertising riders, balloons, banners, flags, or other promotional material may not be attached to the For Sale sign or residence.

(e) Flyers, tubes or containers may not be attached to any For Sale sign.

(f) For Sale signs must be removed 7 days after close of escrow, and may not have a "Sold" rider attached.

(g) For Sale signs are not permitted in windows or on fences, walls, doors, or any other portion of the body of the residential structure.

2. "For Lease," "For Rent," and property management signs are prohibited.

3. A single "Open House" sign may be placed on a custom or cottage lot or (i) on the front steps area of a townhome or (ii) next to the townhome's garage, during times when a representative of the real estate broker is present on the property for the purpose of conducting "Open House" tours by prospective buyers. Open House signs must meet the following requirements:

(a) Open House signs can be up to a maximum of 18" wide by 16" high and may be double sided.

(b) No balloons, banners, flags, or other whirligigs may be attached to Open House Signs.

- (c) Open House Signs may not have arrows or other directional markings on them.
- (d) Open House Signs must be removed from the property if a representative of the listing broker is not on premises for the purpose of conducting home tours in the residence being advertised.
- (e) Open House Signs may not be placed on any sidewalks, pathways, or roadway shoulders.

For the purposes of these rules, Realtors are deemed to be the agents of the owner(s) of the lots on which their commercial activities are conducted or otherwise performed and violations of these rules will be the responsibility of such owner(s) and may subject them to fines as permitted by the CC&Rs and/or Nevada law.

Except as expressly permitted by these Rules, signs placed on roadways, sidewalks, common areas, and easements are subject to removal by GHOA.

Effective Date: The above rules shall become effective as of October 1, 2007.

Adopted by GHOA 6/23/07; amended 9/22/07; amended March 28, 2009

**Glenbrook Homeowners Association
REAL ESTATE SIGN SPECIFICATIONS**



1. Size of sign: 14 inches horizontal; 10 inches vertical
2. Height above ground: 36 inches to top of sign
3. Two supporting stanchions not greater than 1 inch wide
4. Colors: Background – White. Lettering – Option of Real Estate Agent/Owner with exception of red and orange
5. Letter height: Not to exceed 2 inches
6. Permissible Information on Sign: (A) For Sale; (B) Name of Real Estate Company; (C) Phone number of Real Estate Company; (D) Website address of Real Estate Company or name of agent to call. If for sale by owner, the sign can state “For Sale by Owner” with (a) phone number
7. Sequence of information from top of sign: For Sale; Real Estate Company Name; Phone Number; Website or Name of Agent to Contact

VII. GHOA Rules: Construction Contractors

All construction contractors and maintenance personnel that do business in the GHOA subdivision and their employees shall comply with Glenbrook Homeowner's Association Rules in addition to the following Rules. Contractors, sub-contractors, and their employees and suppliers shall be responsible for compliance with the following Rules:

1. All posted traffic signs, including speed limit signs and stop signs, shall be observed regardless of the time of year.
2. Contractors and their employees may not bring dogs or other domestic pets to job sites without GHOA Management's prior consent. No personal recreational vehicles such as boats, jet skis, or travel trailers may be brought into the Glenbrook community by contractors or their employees. GHOA beaches and recreational facilities may not be used by contractors or their employees.
3. Contractors and their employees may not play radios or other personal entertainment devices that create noise on any job site if it can be heard from any neighboring property.
4. Without the prior written permission of the DRC or GHOA's Manager, no work shall be done on any construction project within the Glenbrook planned unit community prior to 7:00 a.m. or after 6:00 p.m. Only limited "quiet work" construction using no power tools or heavy equipment is permitted from 8:00am to 6pm on Saturdays and 9:00am to 5pm on Sundays or the following Holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day.
5. Contractors and their employees shall not block any roadways or any driveways except for driveways located on the lot where their project is located, without the prior consent of GHOA Management. The General Contractor is responsible to keep all approved parking areas free of snow and other storage or debris. Carpooling is strongly suggested.
6. Construction waste and other refuse generated by the project may not be deposited in GHOA trash receptacles or roadways and must be promptly removed from the Glenbrook planned unit community by the Contractor or its designated trash removal subcontractor. Unless the construction jobsite has a bear-proof trash container located on it, all garbage containing food products that attract bears and other animals must be removed from the jobsite on a daily basis.
7. A suitable receptacle (example: a sand bucket) for disposal of cigarette butts should be provided and used.
8. When the Glenbrook entrance gatehouse is staffed, workers must stop and be logged by gate personnel, providing the correct physical address of the job. When entrance gate is not staffed, entry must be prearranged through GHOA Management.

9. Contractors, their employees, sub-contractors and their employees and suppliers must comply with the parking plan submitted as part of the Owner's application to the GHOA Design Review Committee. Vehicles parked in unauthorized areas, including on Association roadways, may be ticketed by the Association and removed at the discretion of GHOA Management.
10. Consumption of alcoholic beverages, controlled substances or illegal drugs on any jobsite is strictly prohibited and is cause for immediate removal from the property.
11. Workers shall not use any resident's patio or deck areas for lunch and/or break periods without the resident's prior consent.
12. Workers must carry photo identification (e.g. drivers license, identification issued by GHOA, etc.) on their persons at all times and display such identification when requested by GHOA Management.
13. Workers must register all vehicles brought into the subdivision with GHOA Management and such vehicles must be operated within weight limits and other reasonable restrictions acceptable to GHOA Management.
14. No fires or charcoal barbeques are permitted on any jobsite without prior authorization by GHOA Management.

As amended March 28, 2009

Note: For the purposes of these Rules, contractors and their employees are deemed to be invitees and agents of the owner(s) of the lot on which their project is being constructed or otherwise performed, and violations of these rules will be the responsibility of such owner(s) and may subject them to fines as permitted by the CC&Rs and/or Nevada law. Repeated violations of these rules by Contractors or their employees may constitute grounds for revocation of permission to use GHOA owned roads within the Glenbrook planned unit subdivision or revocation of entry privileges into the Glenbrook planned unit subdivision.

VIII. GHOA Rules: Miscellaneous Circumstances

Painting of Structures on GHOA Owned Shorezone Properties: All structures on GHOA owned shorezone properties must be painted TRPA approved colors, as further approved by the Design Review Committee. (Effective Jun 23, 2007)

Mandatory Trash Pick Up Services Required: All members must have weekly trash pick up services provided to their residences by South Tahoe Refuse Company (minimum of 1-can service) during the period from Memorial Day through Labor Day. Variances to this rule may be granted at the discretion of Management upon good cause shown. (Effective March 1, 2008)

IX. GHOA Design Review Committee Rules

Please refer to the Glenbrook Homeowners Design Review Committee (“DRC”) Restated Procedures and Rules for information pertaining to new-builds, substantial remodels, or projects affecting the external appearance of any property within the Glenbrook planned unit subdivision.

X. GHOA Fine Schedule and Enforcement Policy

In accordance with the CC&Rs, Article 15, Section 15.6, NRS 116.31031, and NRS 116.3108

Adopted March 28, 2009

1. Purpose

The purposes of this policy and all other rules of the Association are to maintain and enhance the quality of life and value of the homes at Glenbrook. It is also the intent of the Board to provide for proper and fair operation of the Association, and to uniformly enforce the Association's Governing Documents. Accordingly, the Board has adopted the following procedures, which govern the Association's method for resolving violations of the Governing Documents. Also, Homeowners are responsible for their tenants' and guests' conduct. Further, the Association may enforce this policy and the rules by legal action.

2. Fines

(A) Fines imposed for violations of the Governing Documents, other than of Design Review Committee Rules (construction penalties pursuant to NRS 116.310305), are up to \$100 per day per violation, except as provided in (3) below. (NRS 116.31031(1)(b))

(B) Fines imposed for continuing violations of the Governing Documents are up to \$100 per each 7-day period or portion thereof that the violation is not cured, except as provided in (C) below. (NRS 116.31031(5)) A continuing violation is when (i) a violation is not cured within fourteen (14) days of the hearing, or (ii) a violation reoccurs within one month of the last reoccurrence of the violation.

(C) There is no monetary limit on the amount of any fine for each and every separate Governing Document violation which poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Homeowners or residents of the Association. The fine amount will be determined commensurate with the severity of the violation, in the Board's or disciplinary committee's reasonable discretion. (NRS 116.31031(1)(b))

(D) Governing Documents are the CC&Rs, Rules, and any other documents that govern the operation of the Association. (NRS 116.049)

3. Other Discipline

The Association may impose the following discipline pursuant to NRS 116.31031(1) for violations of the Governing Documents, as follows:

(A) Suspension of the right to vote on matters related to the Association, for a reasonable time in accordance with the Board's or disciplinary committee's reasonable discretion. (CC&Rs, Article XV, Section 15.6(a))

(B) Suspension of the right to use of the recreational Common Elements for a reasonable time in accordance with the Board's or disciplinary committee's reasonable discretion, except as reasonably necessary for vehicular or pedestrian ingress or egress to or from a Lot, including any area used for parking. (CC&Rs, Article XV, Section 15.6(a))

(C) Imposition of Special Individual Assessments for the costs that the Association incurs in (i) maintaining, repairing, and/or replacing any portions of the Common Area or a Lot which is necessitated by the Homeowner's willful misconduct and/or negligent act or omission, (ii) attempting to compel the Homeowner's compliance with the Governing Documents. (CC&Rs, Article V, Section 5.4)

(D) Deeming the Homeowner to be a Member not in good standing. (CC&Rs, Article XV, Section 15.6(a))

(E) Legal action. (CC&Rs, Article XV, Section 15.7)

4. Enforcement

(A) Verification of Reports of Violations. Subject to exceptions upon reasonable discretion, the Association may proceed with enforcement steps upon reports of violations by (a) Board Members, committee members, or the Chief Operating Officer, and her staff, (b) multiple Homeowners, or (c) a Homeowner in writing.

(B) Courtesy Notice and Resolution Remittance Form. When practicable, the Association may deliver a Courtesy Notice and Resolution Remittance Form notifying the Homeowner of any alleged violation, with reference to the applicable Governing Document provision violated.

THE COURTESY NOTICE AND RESOLUTION REMITTANCE FORM IS OPTIONAL, AT THE DISCRETION OF THE ASSOCIATION, AND IS NOT A REQUIRED STEP IN THE COMPLIANCE AND ENFORCEMENT PROCEDURE.

Upon receipt of the Courtesy Notice and Resolution Remittance Form, the Homeowner may complete the enclosed Resolution Remittance Form and return it to the Association within a reasonable amount of time as determined by the Association. The Homeowner may include the following information on the Resolution Remittance Form:

(1) The corrective action taken or to be taken that will bring the Lot and Homeowner into compliance; or

(2) The reasons that the Homeowner feels that he or she is not in violation; or

(3) A request for a meeting in Executive Session before the Board or disciplinary committee.

(C) Maintenance Violations: Violations which may result in the Association performing maintenance, repair, or replacement of components.

If the Association opts to deliver a Courtesy Notice and Resolution Remittance Form, and the Homeowner fails to select one of the above options, or fails to abide by his or her selection, or if the Association opts not to send a Courtesy Notice, the Association may deliver a "Notice of Violation" to the Homeowner requesting that the Homeowner correct the violation immediately in the case of violations which pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare, or within seven days.

If the Homeowner fails to timely correct the violation, the Association may:

- (1) Perform the maintenance or repairs;
- (2) Charge the Homeowner for the maintenance or repair costs;
- (3) Deliver to the Homeowner a "Notice of Board Hearing" as set forth below; and
- (4) After a Board Hearing, impose fines or other discipline as set forth above.

(D) General Violations: Violations which do not require maintenance or repairs. One example of such a violation is an Owner playing music unreasonably loud so that it disturbs neighbors during the late night hours.

Upon a violation, the Association may:

- (1) Deliver a Courtesy Notice and Resolution Remittance Form;
- (2) Deliver to the Homeowner a "Notice of Board Hearing" as set forth below; and
- (3) After a Board Hearing, impose fines or other discipline as set forth above.

(E) The "Notice of Board Hearing"

- (1) The Notice of Board Hearing will state:
 - (a) The date, time, and place for the hearing;
 - (b) A brief description of the action or inaction constituting the violation;
 - (c) A reference to the Governing Document provision violated;

- (d) The potential discipline or amount of any potential fine; and
 - (e) That the Owner has a right to attend and speak at the hearing.
- (CC&Rs, Article XV, Section 15.6(e) and (f))

(2) The Association must deliver the Notice of Board Hearing by either personal delivery or first-class mail to the Homeowner at least ten (10) days prior to the hearing. (CC&Rs, Article XV, Section 15.6(f))

(F) The Hearing

If a Homeowner is called to a hearing, or requests a meeting in executive session before the Board or disciplinary committee, the following procedure shall apply:

(1) The hearing shall be held in executive (closed) session, unless the Homeowner requests in writing that the hearing be open. If the Homeowner requests that the hearing be open, then the Homeowner is entitled to attend all portions of the hearing, including, without limitation, the presentation of evidence and the testimony of witnesses, except that the Homeowner is not entitled to attend the Board's deliberations.

(2) Failure to Appear. If a Homeowner fails to appear at the scheduled hearing, in person, by representative, or in writing, the Board or committee will proceed to make a decision on discipline.

(3) Representation. A Homeowner may be represented at the hearing by counsel or by any other individual holding a notarized power of attorney. However, if a Homeowner desires to be represented by counsel, the Homeowner shall give a minimum of ten (10) days' written notice to the Association of such desire so that the Association may arrange for appearance of its own counsel. Failure to do so may preclude attendance by the Homeowner's counsel at the hearing at the option of the Association.

(4) Evidence. The Homeowner may present any evidence or make any statement relating to the alleged violation, either in person, in writing, or through a representative as defined above.

(5) Time Limit. The Board or disciplinary committee may limit the time a Homeowner is allowed to present evidence.

(6) Discipline. At the hearing, the Board or disciplinary committee may use its power to levy fines, or other discipline, for each violation.

(7) Fines. If the Deed Restriction Enforcement Committee imposes an initial fine at the hearing, it will be levied in an amount allowable by law, and in accordance with the Association's Fine Schedule set forth above.

(8) Continuing Violation Fines. A continuing violation is when (i) a violation is not cured within fourteen (14) days of the hearing, or (ii) a violation reoccurs within one month of the last reoccurrence of the violation. The Board or disciplinary committee may impose additional fines in accordance with Nevada law, and the Association's Fine Schedule, set forth above, for continuing violations. Additional fines may be imposed without notice and without an opportunity to be heard.

(9) Other Discipline. The Board or disciplinary committee may impose discipline other than fines, or in addition to fines, as set forth above.

(G) Post Hearing Letter

If the Board or committee decides to discipline the Homeowner, the Association must notify the Homeowner of the disciplinary action by either personal delivery or first-class mail within fifteen (15) days following the decision. The discipline will not be effective until five (5) days after the notification of the decision. (CC&Rs, Article XV, Section 15.6(f))

(H) Re-Hearing or Appeal

A Homeowner may, within fifteen (15) days after the Association hearing response is sent, request a re-hearing or appeal before the Board by delivering a request to the Association by either personal delivery or first-class mail. The Association will inform the Homeowner of the date, time and location of the re-hearing or appeal.

(I) Owner Notice of Correction Required.

It is the Homeowner's responsibility to notify the Association, in writing when a violation has been corrected. Violations are deemed to continue to exist unless the Association has actual written notice of the correction.