ARROWCREEK HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS FOR PROPERTY USAGE
(Revised 8/12/25a)

Notes: All previous Board approved changes and the newly approved ArrowCreek Homeowners Association, Inc. Second Amended and Restated Declarations of Covenants, Conditions and Restrictions of Covenants, Conditions, and Restrictions ("CC&Rs) and Second Amended and Restated Bylaws for the ArrowCreek Homeowners Association have been included as approved at the June 18, 2019 Board Meeting.

IN THE EVENT OF AN EMERGENCY, CALL 9-1-1.
For questions, contact Associa Sierra North: ACservice@associasn.com; Phone: 775-626-7333

Rules and Regulations are intended to preserve the safety, appearance and enjoyment for all ArrowCreek homeowners, occupants and visitors and to protect the common areas from damage and abuse. Please read and observe these Rules as well as additional restrictions in the CCRs. All renters must receive a copy of these Rules at the time of renting. Violations of the Rules and Regulations by homeowners or their guests/renters could result in the responsible homeowner being cited and fined. Per Nevada Revised Statutes the Association may impose reasonable fines for violations of the governing documents of the Association. The Board of Directors may levy fines against any homeowner who violates the Rules and Regulations. It is the responsibility of the property owner to be sure that guests and/or tenants follow the Rules. The homeowner may be fines for their violations as well as those of their guests and/or tenants. A fine schedule is also part of this document.

A. ASSOCIATION GOVERNANCE - GENERAL RULES AND REGULATIONS:

1. CONFLICT OF INTEREST AND CONFLICTS DISCLOSURE POLICY:

Please be advised that ArrowCreek HOA had adopted a Conflict of Interest and Code of Conduct Policy. The purpose of the policy is to help members of the ArrowCreek Homeowners Association (ACHOA) to effectively identify, disclose and manage any actual, potential or apparent conflict of interest in order to protect the integrity of the Association and avoid or manage risks to the Association. **Each ACHOA board officer director, committee member, manager and/or employee has the duty of good faith, fair dealing, full disclosure, and loyalty to the ACHOA**. It is the policy of the ACHOA that any financial, ethical, legal, or other conflicts of interest be avoided and it is the responsibility of the ACHOA board to ensure that any such conflicts (when they do arise) do not adversely affect the fiduciary responsibilities and duties to the community. A copy of the form is posted on the www.arrowcreek.com website and can be obtained through the management company.

2. ARROWCREEK NAME, ARROWCREEK VIEW, ARROWCREEK LOGO AND THEIR USE IS RETRICTED, PLEASE SEE ATTACHED TRADEMARK ENFORCEMENT POLICY

3. ENFORCEMENT OF ASSOCIATION DOCUMENTS:

According to the ArrowCreek Homeowners Association, Inc. Second Amended and Restated Declarations of Covenants, Conditions and Restrictions of Covenants, Conditions, and Restrictions ("CC&Rs), Second Amended and Restated Bylaws for the ArrowCreek Homeowners Association, Inc. and Nevada Community Association Uniform Act NRS 116 the ArrowCreek Homeowners Association Board of Directors has the power to enforce these Rules and Regulations.

The CC&Rs Article II, ArrowCreek Homeowners Association, Section 14. Rules and Regulations states "the Board may promulgate rules and regulations which elaborate on or add to the provisions of Article IV [Property Usage] with thirty (30) day Association review prior to Board approval.

The CC&Rs Article VI, Architectural Design Review Committee ("ADRC"), Section 7. Rules and Regulations clearly states that "the ADRC may from time to time adopt written rules and regulations governing its procedures and approval criteria which may include, among other things, provisions for the form and content of applications: required number of copies of plans, and specifications, additional architectural guidelines, provisions for notice of approval or disapproval, and various approval criteria. Therefore, approval is required for exterior modifications to lot owner property for any reason or scope which includes proposed new construction or modification including landscaping.

- **CC&Rs, Article VI, Section 5 – No Improvement without ADRC approval required for structures, lot improvements, landscaping and drainage:**

No building, garage, shed, walkway, fence, wall, retaining wall, dog run, drainage ditch or system, landscaping or any structure shall be commenced, erected, placed or altered on any lot in the subdivision until the building plans and specifications thereof, have been submitted to and approved in writing as to conformity and harmony of external design with the existing structures or general scheme in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Design Review Committee (ADRC). Refer to section 4.36 of these rules for details about satellite dishes and section 4.37 for play equipment.

- **CC&Rs, Article V and VI Architectural Standards and Controls including ADRC Guidelines:**

The ADRC (Architectural Design Review Committee) Guidelines are an extension of the governing documents of the Association and is a separate document that is periodically revised. All requirements of the ADRC Guidelines must be adhered to. Construction/ADRC penalties and fines may apply as enforced by the ADRC and/or Board of Directors. Penalties and/or fines resulting from construction violations may result in forfeiture of all or a portion of the construction deposit.

4. SNOW REMOVAL EASEMENT AND ROAD WORK:

The security gate shall act as a clearing house for all concerns regarding snow removal or road work. Please contact the gate house directly at 775-850-4450. Per the CCRS, Article VIII, Section 1(e) there is a ten (10) foot easement of any street or other Common Area upon all Subdivision Lots for the placement of snow plowed from the street. This easement is owner's responsibility to maintain.

5. RESIDENTS' CENTER, POOL, TENNIS AND PICKLE BALL COURTS, KEYCARDS, GUEST POLICY, GUEST FEES, AND TEEN KEYCARDS:

Residents' Center Rules are an extension of these HOA rules and regulations and are a separate document posted at the Residents' Center. All Residents' Center rules must be adhered to. Fines for Residents' Center violations apply the same. Access to the Residents' Center is via a Residents' Center Picture ID Key Card, issued by the HOA.

- Delinquent accounts over 90 days and/or at collection lose key card privileges until brought current, per the HOA Collection policy.
- Cards must be turned in/transferred at the time of property sale. Replacement cards cost $100.00 each.
- Key cards may be issued to any resident of a household 16 years and older. Residents under the age of 18 must have parent permission with signature application to be issued a keycard.
- Any minor under the age of 16 must be accompanied by an adult (18 years or older) with a picture ID key card.
- Misuse of a resident club key card, or Resident Center Rules, may result in fines to the property owner and/or suspension of key card privileges.

6. RESIDENTS' CENTER GUEST USE AND FEE POLICY:

- Guests cannot use the facilities unless they are accompanied by a resident who **is 18 years or older with a picture ID.** *Owner must always accompany the guest.*
- **Max number of guests allowed**:
  a. One (1) to five (5) guests per property are at no charge
  b. Six (6) to nine (9) guests per property must pay additional $10.00 per guest
  c. Guests of 10 and over per household are considered a 'group', will be charged as an "event" and must follow the application process to rent the facilities:
     i. Complete application
     ii. Provide HOA insurance
     iii. Submit fee ($10 per guest) and /or rental charges that may apply
- Guest use fees must be paid by check only (no cash), payable to the ArrowCreek HOA and are due upon event or paid in advance.

B. ENFORCEMENT PROCESS FOR VIOLATIONS, INSPECTIONS, COMPLAINTS, HEARINGS, FINES, AND ADRC GROUNDS FOR DISAPPROVAL AND APPEALS:

1. VIOLATION REPORTING:

Management, Security, Operations, and/or a Board representative may conduct property inspections for violations. Violations of the Association's CC&Rs/Rules are generally reported by Security, a homeowner as a written complaint, by management or the Board of Directors upon inspection of the property. A complaint from a homeowner must be in writing with a picture if possible and be sent to the management office (this includes regular mail, fax, and/or email). A homeowner complaint will be researched and processed.

- Courtesy Notice: If a first violation is noticed a formal courtesy letter is sent notifying the owner and if applicable the **tenant,** that to avoid further action they must stop and/or correct the violation. In the case of serious violation of health and safety rules (reckless driving, fire danger, etc.) the owner may be notified and brought immediately to a hearing before the board.

- 2nd and/or continuing Violations - Hearing Notice: If a second and/or continuing violation occurs, a formal hearing letter is sent notifying the owner of a hearing date and that a fine may be assessed. If at the hearing the violation is confirmed, or the owner chooses not to attend the hearing then the fine(s) may be assessed against the property account. Per the governing documents and NRS 116 the board may impose a fine in the amount of up to $100.00 per violation and per occurrence (a fine can be greater if the violation is health & safety). Please see attached Fine Schedule.

- Continuing Violations – Additional Fines After Hearing: If after the hearing and assessment of the initial fine, the violation continues or is not cured as directed (generally within fourteen (14) days, or within any longer period that may be established by the board, or a shorter period if health and safety), the violation shall be deemed a continuing violation. Thereafter, the Board will impose additional fines up to $100.00 for each continued violation or for each period as determined by the Board or occurrence that the violation is not cured (see attached Fine Schedule). Any additional fine may be imposed without notice to the owner or an opportunity to be heard. Per Nevada law, fines are assessed on a separate account than assessments. Collection actions may be taken, and a lien may be filed against a property for non- payment of fines. Loss of privileges for accounts past ninety (90) days (voting and access to Residents' Center).

2. FINES, PENALTIES, LATE FEES, AND FINE SCHEDULE:

CC&Rs, Article II, ArrowCreek Homeowners Association, Section 13. Fines – The Association shall have the power to levy fines. Construction penalties and other charges against Owners, as a monetary penalty and to reimburse the Association for the costs of enforcement of any provisions of this Declaration including the violation of any rules or regulations promulgated by the Board or the ADRC and violations of Design Guidelines. Penalties and/or fines resulting from construction violations may result in forfeiture of all or a portion of the construction deposit. Owners are responsible for the actions and resulting fines that are created in violations of this Declaration by all agents of the Owner, vendors, tenants and guests.

Front Gate Transponders can be deactivated if fines are not paid. Transponder use is a privilege afforded to residents to expedite their entry into the community at the front gate. If/when transponder use is suspended or revoked, residents must enter the community in the left lane at the security gate and check in with a security officer.

A fine schedule is attached as part of these rules *(rev. 6/10/25).*

3. ASSOCIATION ASSESSMENTS, FEES, AND LATE FEES:

Association fees (monthly assessments) are due on the 1st of each month and are considered late if not received by the 30th. A late fee of $25 plus interest as allowed by law may be assessed on past due payments. Per Article III, Section 14 of the CC&Rs, the Association will enforce the suspension of privileges to include voting rights and access to the Residents' Center and other amenities, for accounts 90 days or more past due, or in collection. Refer to the Association's Assessments and/or Fines Collection Policy for the enforcement process on the collection of delinquent assessments and fines.

4. ADRC GROUNDS FOR DISAPPROVAL AND APPEALS:

CC&Rs, Article VI, Architectural Design Review Committee, Section 6. Grounds for Disapproval and Appeals states the process for application disapproval and appeal. "the ADRC may disapprove any application for non-compliance with the Design Guidelines through the following process:

- Should a Lot Owner submit plans to the ADRC for approval and later receive a rejection of some portion of their project including related construction violations and penalties, and should the Owner feel that the rejection and/or penalties are inappropriate; the Owner may file an appeal. The first step in this process is to request a hearing with the ADRC at their next ADRC meeting, which are held at least once per month. The Owner must explain in writing the reasons why the owner feels the guidelines were not properly and/or consistently applied.
- The Owner has the option to bypass the ADRC hearing process and submit an appeal directly to the Appeal Panel. The Appeal Panel shall consist of three members of the Board not currently on the ADRC and two ADRC members.

- The Appeal process is to allow for the review of all available information to determine if some information was not fully considered, or if additional information was provided by the Owner, the architect, or the builder that may be relevant. Additionally, prior precedent may be considered and determined to be relevant or non-relevant at the discretion of the Panel based upon best information available.
- After reviewing the ADRC hearing notes and decision, the Appeal Panel may at its discretion, make one of two decisions:
    - Decide based on all data submitted by the Owner.
    - Schedule a hearing with the Owner at a mutually convenient time.
- If a hearing is granted, the Owner would be free to bring the architect and/or builder to attend the hearing, but no lawyers can attend without Association legal counsel being present. No decisions will be made at the hearing. The Owner will be notified of the Appeal Panel's decision in writing following the hearing, generally within a few days.
- The Appeal Panel may reach one of the following three decisions:
    - Confirm the decision of the ADRC.
    - Request additional input and/or reconsideration from the full ADRC.
    - Reverse or modify the initial ADRC's ruling as appropriate.
- While the Appeal Panel does not wish to delay construction, the owner must realize that the appeal process could potentially have a substantial impact on their construction schedule. The date of the next available hearing can be requested via an e-mail to the Common Interest Community Manager ("CICM") of the Association. If the Appeal Panel decides that the matter should go back to the full ADRC reconsideration, any reconsideration would be at the next regularly scheduled ADRC meeting. The schedule of ADRC meetings can also be obtained from the newsletter or Association website. When a final decision is made by the Appeal Panel, that decision would be sent in writing to the homeowner by Certified and First-Class U.S. Mail.
- Should the Owner, builder, architect, or other representative have entered a legal action against the ADRC and/or the Association concerning their construction project, the right to appeal would be forfeited.

C. CC&RS, ARTICLE IV, PROPERTY USES

1. BUSINESS USE, COMMERCIAL USE, AND GARAGE SALE:

Article IV, Section 2 – Business or commercial Uses: All business, trade, commercial, garage sale, moving sale, rummage sale, or similar activity is prohibited, except that a Lot Owner or lessee may conduct business activities on a Lot so long as: a) the existence or operations of the business activity is not apparent or detectable by sight, sound or smell from outside the lot; b) the business activity conforms to all zoning requirements and other applicable laws for the Subdivision; c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to door or telephone solicitation of residents of the Subdivision; and e) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision as may be determined by the board. The board has set policy to allow children's food & beverage stands (i.e. lemonade stands) on residential streets where they do not create a hazard.

2. SHORT TERM RENTALS, VRBO, AIR B&B:

Short Term Rentals Prohibited – Clarification of Article IV, Section 2 above and Section 43 below*:* Rentals of less than 30 days are considered commercial transient (see NRS 116.340(4)(b)) and are prohibited by the ArrowCreek HOA. For all allowed rentals in ArrowCreek (30 days or more) a copy of the signed lease is required and must be provided to ArrowCreek Security. Please be reminded that Owners are responsible to make sure that their tenants and guests are provided a copy of and abide by the rules of the Association. Owners are responsible for tenants, guests, and vendors behavior and all subsequent fines caused by their behavior, with the exception of delivery drivers from recognized freight handlers such as FedEx, UPS, USPS, etc.

3. GARBAGE, TRASH CANS, AND RECYCLING:

Article IV, Section 12 – Garbage/Trash Receptacles: No garbage, refuse, rubbish or obnoxious or offensive material shall be permitted to accumulate, be dumped or buried on any lots, and lot owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice. All loose trash must be bagged and tied (bagging does not apply to recyclables) and provisions must be made on windy days to secure your container. Trash receptacles shall always be kept hidden from public view, except when placed out for collection. Trash for collection may be placed on the street right of way line for a period not to exceed twelve (12) hours prior and subsequent to the collection service pickup time. The Association may designate an area at the intersection of a street with a common driveway (i.e. a driveway which serves more than one (1) lot), which area may be within the street right of way or on a lot, for the placement of trash receptacles for collection.

4. NUISANCES, OBNOXIOUS OR OFFENSIVE ACTIVITY:

Article IV, Section 14 – Nuisances: No use of any lot or structure subject to this Declaration shall annoy or adversely affect the use, value, occupation, and enjoyment of any adjoining lot or of residence in the subdivision, in general. No noxious, offensive or disturbing activity of any kind shall be permitted. In addition, per Section 4.45 of the CCRs, activities which materially disturb or result in unreasonable levels of sound are prohibited. These nuisances include incessant dog barking.

5. QUIET TIME, NOISE RESTRICTION, AND ACTIVITY RESTRICTION:

Quiet Hours: Quiet hours are from 10:00 PM to 7:00 AM Monday through Friday and 10:00 PM to 8:00 AM on Saturday and *Sunday and holidays (New Year's Eve Day, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day).* This includes, but is not limited to, landscaping maintenance noise, radios, loud talking, etc.

6. CONSTRUCTION TIME AND WORK HOURS:

Except in the event of an emergency, construction hours are limited to Monday through Friday, 7:00 AM until 6:00 PM, and Saturday, 8:00 AM until 5:00 PM.
No construction activity of any kind is allowed on Sundays or legal holidays.
Holidays include New Years Eve Day, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.

7. MINERALS, EXCAVATION, DRILLING, DRAINAGE AND SLOPE STABILIZATION:

Article IV, Section 15 - Excavation Restrictions:

No excavating or drilling for mineral, stone, gravel, oil or other hydrocarbons, or earth shall be made upon any lot other than excavation for necessary construction purposes relating to dwelling units, retaining and perimeter walls, landscaping outbuilding and pools, contouring, shaping, fencing or generally improving any lot.

ARTICLE IV, Section 5 - No Interference with Drainage:

Each Lot Owner agrees that he will accept the burden of and not in any way interfere with, the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, or, in the event it is necessary to change the established drainage, that he will make adequate provisions for proper drainage over his Lot. No structure or other material shall be placed or permitted to remain which may damage, interfere with, obstruct, or retard the flow of water through drainage channels, or which may change the direction of flow of such channels. For the purpose hereof "established" drainage is defined as the drainage which occurred at the time the overall grading of a Lot, including, if applicable, the landscaping of each Lot.

ARTICLE IV, Section 6 - Slope Stabilization:

Each Lot Owner agrees that in the event any slopes located on his Lot have been planted to comply with local government or ADRC requirements for stabilization of said slope or slopes, the Owner shall adequately water and continuously maintain said slope or slopes.

8. EXTERIOR FINISHES, PAINT, STUCCO, AND REPAINTING:

Article IV, Section 16 - Paints and Finishes:

The exterior portions of all houses, buildings, and structures erected or constructed on a lot shall be painted with a finish coat of varnish, stain or paint approved by the Architectural Design Review Committee (“ADRC”) within (30) days after completion or before occupancy. At no time will the exterior of any houses, building structures and fences be allowed to approach a state of aesthetic deterioration such that they become a visual nuisance. Repainting or re-staining interior or exterior surfaces with the same color paint or stain shall not require approval of the Architectural Design Review Committee (“ADRC”). For any changes to the exterior color pallet refer to the Architectural Design Guidelines.

9. STORAGE RESTRICTIONS, DUMPSTERS, PODS, AND CONTAINERS:

Article IV, Section 17- Storage Restrictions:

The storage of tools, household effects, inoperable vehicles, machinery and machinery parts, empty or filled containers of trash or other materials, boxes or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from public view. Dumpsters & PODS for special circumstances are allowed for up to one week. Additional time requires written permission from the Board. Dumpsters and PODS must be placed on the lot. They may not be placed in the street.

10. OUTDOOR CLOTHES LINES:

Article IV, Section 18 - Prohibition of Clothes Lines:

No exterior clothes lines shall be installed on any lot, or any portion of the lot, unless completely concealed from view.

11. SIGNS, REAL ESTATE, OPEN HOUSE, CONSTRUCTION, POLITICAL, BILLBOARDS, HOLIDAY LIGHTING, AND FLAGS:

Article IV, Section 19 - Sign Restrictions:

- No sign, flag or billboard of any kind shall be displayed to the public view on any portion of any lot, except a sign and sign location approved by the Architectural Design Review Committee and provided further that one U.S. and one state flag no larger than 3' by 5' each may be displayed on each lot on holidays without approval of the Committee, or any time on an ARRC approved flagpole. Political Flags are not allowed but team or college flags are allowed and must be flown below the American Flag. Freestanding flagpoles on lots require ADRC approval and are considered on a case-by-case basis. **Also review CC&Rs, Article IV, Section 36. Flags, Solar Panels, and Antennae/Exterior or Roof Mounted Equipment**

- Signs not meeting the standards of size, color and other specifications set forth by the Architectural Design Review Committee, or signs and flags not approved by the Architectural Design Review Committee may be removed by the Association from the premises where displayed. Removed signs will be held for fourteen (14) days in the administrative office of the Association to be claimed by the lot owner, after which time period they may be destroyed.

- **Real Estate Signs & Open House:** Only approved ArrowCreek real estate signs are permitted to be used (contact the management office for sign details). Real estate signs are restricted to one sign per lot unless the lot is located on the golf course, then two signs are allowed, one facing the golf course and one facing the street. Security must be notified in advance of all open houses. Open house signs are permitted but must be removed each day immediately after the event is over.

- **For Rent Signs:** Only approved ArrowCreek 'For Rent' signs are permitted to be used (contact the management office for sign details). For Rent signs are restricted to one sign per lot.

- **Construction Signs** – One construction or landscape related sign is permitted and must be removed upon completion of work.

- **Political Signs -** Political signs may be displayed under the following guidelines: Political signs may not exceed 24" by 36" in size, may not be posted on any common area and, may not be electronic or lit. "Political sign" means a sign that expresses support for or opposition to a candidate, political party or ballot question. Political signs can be displayed forty-five (45) days before the election and up to fifteen (15) days post-election. Signs are limited to a single sign per candidate or issue.

- **Holiday Lighting & Décor:** Holiday lighting and décor may only be installed for use during widely recognized or celebrated holiday periods. Holiday lights must be turned off by 10:00 P.M. each night. Holiday lights and décor may be installed up to one month in advance of the holiday and

must be removed within two weeks following the holiday. Holiday lighting cords or lights that are not visible from the road need not be removed but must not be illuminated during non-holiday periods.

- **Article IV, Section 45 – Disturbing Light: To include Patio "String Lights":** Patio string lights are allowed as long as they are not subject to complaints by neighboring Lot Owners. Flashing, colored or "twinkling" lights are not permitted. White/clear, low voltage "string lights" are allowed in rear areas only when installed on trellis's, within yard areas, patios, courtyards, and other similar locations with limited use and the lights must be turned off by 10:00 P.M. each night. The lighting cannot be installed on the fascia or along any roof or parapet line. Per Section 4.45 of the CCRs, activities which materially disturb or result in unreasonable levels of light are prohibited.

12. GARAGE, CARPORTS, AND GARAGE DOORS CLOSED:

Article IV, Section 20 - Garage Requirements:

Every single-family dwelling unit constructed shall have on the same lot enclosed automobile storage spaces for at least two (2) automobiles. Carports are prohibited. Garage doors shall always be closed except when entering or exiting the garage or cleaning the garage.

13. LOT CLEARING, FIRE HAZARD, FIREBREAKS, DEAD TREES AND VEGETATION, MINIMUM DEENSIBLE SPACE, FIRE SAFETY, JUNIPER, AND FIRE PRONE TREES:

Article IV, Section 24 – Fire Control Maintenance:

Each lot owner shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the lot, such as removal of certain trees, dead limbs and other dead vegetation. All barbecue appliances must be lidded. The Board may adopt and maintain a Fuels Management Policy consistent with Washoe County and Fire Protection District. Notwithstanding, the Nonresidential Area access prohibition of Article IV, Section 40, each Lot Owner with a Single-family Dwelling within 100 feet of the Nonresidential Area is hereby granted access to the adjacent Nonresidential Area for specific limited purpose of clearing brush, dead limbs, and hazardous fire fuel plants to establish and maintain 100 feet defensible space from said dwelling. It is understood that the non-liability provisions of Article VII, Section 5 shall be applicable to the clearing easement granted hereby. Lot Owners are cautioned to be mindful of errant golf balls and natural/topographical hazards and fencing that may be attendant to use of such easement.

14. LOT CLEARING, FIRE HAZARD, NATIVE PLANTS, WEEDS, INFECTED VEGETATION, MINIMUM DEFENSIBLE SPCE, AND FIRE SAFETY:

Article IV, Section 25 – Weeds:

No noxious weeds as per NRS.555.130, diseased plants or infected vegetation of any kind or character shall be placed or permitted to grow upon any Lot or Common Area or portion thereof. However, native vegetation will be allowed on any Lot if they conform to the Association's Fuel Management Policy and ADRC Guidelines.

15. PARKING, GUEST PARKING, TRAILERS, CAMPERS, BOATS, RECREATIONAL VEHICLES, MACHINERY, MOTOR VEHICLES, CAMPERS, CAB-OVER CAMPERS, VANS, STREET PARKING PROHIBITED, PARKING EXEMPTIONS, OFF STREET PARKING, AND STORAGE OF VEHICLES:

Article IV, Section 28 – Parking and Storage of Vehicles:

- Storage of trailers, campers, boats, recreational vehicles, machinery and motor vehicles, whether they are operative, under repair, junk, inoperative, or unlicensed, or other similar type objects, shall only be permitted on Lots if kept in a fully enclosed garage or completely screened from view, except that this provision does not preclude operable, licensed passenger vehicles or trucks of up to one and one-half (1-1/2) ton capacity which are routinely in use from being parked in private driveways. Parking full time every night for trailers, campers, boats, and recreational vehicles in public view are not allowed. The intent of this section is to allow only for the loading and unloading of trailers, campers, boats, and recreational vehicles in public view on a Lot an out of garage. In no event shall loading/unloading be more than 72 consecutive hours or a cumulative 8 days per month.
- **Exemptions for vehicles larger than one-half (1-1/2) ton, trailers, campers, boats, and recreational vehicles must be submitted in writing to the ACHOA Director of Security for Board approval at an Executive session. Criteria used for exemption include, but are not limited to, requirement that the one and one-half (1-1/2) ton vehicle is used as a personal vehicle and not for commercial purposes and that there are extenuating circumstances for the parking of trailers, campers, boats, and recreational vehicles in public view.**
- Construction vehicle parking will be as per ADRC Guidelines. Parking of other operable vehicles should be on driveways and in approved parking areas and not on the street.
- For the intent of this section, a pickup truck fitted with a cab-over camper, or a van converted to a camper, regardless of whether it being driven on a regular basis or not, is considered a recreational vehicle and subject to the parking and storage restrictions of this section.
- Parking of any vehicle by a resident or guest on the street is not allowed unless Security has approved the exemption.
- During Lot Owner special events, street parking may be allowed with prior notice and approval and direction by Association's Security Staff.
- Transient parking for vendors or landscaping vehicles is permitted during daylight hours only. At direction of Association's Security Staff, when more than one vehicle is parked on the same side of street, all vehicles must park on the same side of the street to allow access for other vehicles driving on the street and for emergency service vehicles.
- No overnight street parking is allowed unless authorized by Security.
- Roadside off street parking spaces is provided in some areas for temporary use, primarily by guests. As defined by other regulations, a guest is "30 days or less." Anyone living in ArrowCreek over 30 days is considered a permanent resident. While guests are using guest parking, their vehicle cannot be parked for more than 48 consecutive hours without moving. The intent of these parking areas is for guest parking. Residents may not use guest parking for more than four hours during daytime hours and are prohibited from overnight usage.

16. EMERGENCEY RESPONSE VEHICLE AND HOMEOWNER INTERFERENCE:

- Residents blocking, congregating, or obstructing on or near the following including but not limited to, any roadway, street, trail, path, driveway, gate ingress or egress; fire hydrant, etc. which can restrict and/or inhibit evacuation to residents or access to emergency responders will be subject to fines.
- During an active incident inside or adjacent to the ArrowCreek community, residents shall not congregate in an ArrowCreek area or neighborhood in which they do not reside to view or spectate an emergency incident. These actions can result in, but are not limited to, prohibiting

or delaying the ability to evacuate, impeding emergency personnel operations, inspections, and/or investigations will be subject to fines.

- Persons in violation of these rules may be immediately brought before the board and are subject to fines per the fine schedule for health and safety violations *(rev. 6/10/25).*

17. NUISANCE, UNSIGHTLY LOT, UNSANITARY LOT, HAZARDOUS MATERIALS STORED ON LOT, UNHEALTHY LOT CONDITIONS, MATERIAL STAGING, DIRT, ROCKS, PAVERS, STREET DUMPING PROHIBITED AND MATERIAL STORAGE:

Article IV, Section 31 – Maintenance of Lots:

All lots whether vacant or improved, occupied or unoccupied, shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. Such complaints can be registered by Lot Owners, Maintenance, and/or Security staff, Community Manager with the Board. If not so maintained, the Association shall have the right, after giving 30 days written notice in like manner as above set forth in Section 30 above, through their agents and employees, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall be added to and become a part of assessment to which such Lot is subject. The Board shall conduct a hearing and such decision shall be final. The Board, the Association or any of their agents, employees, or contractors, shall not be liable for any damages which may result from any maintenance work so performed. The Board or the Association or their agents or employees are not liable for any failure to exercise the right to so maintain any Lot. For homes in construction related litigation, minor cosmetic work should be performed if a suit is not resolved in a time period set by the board for such portions of the homes as are visible from the street.

No staging/dumping of materials in the street (or on common area or neighboring lots): Please do not allow any deliveries of materials to be dumped on the street. Staging of any maintenance or improvement project material (i.e., dirt, rocks, pavers, etc.) must be solely located on the Owner's property only.

18. LOT CLEARING, FIRE HAZARDS, WEEDS, INFECTED VEGETATION, MINIMUM DEFENSIBLE SPACE, AND FIRE SAFETY:

Article IV, Section 32 – Dead Vegetation and Dead Limbs:

Except as provided in the CC&Rs Section 24 of this article, within one (1) month of completion of the main single-family dwelling and ongoing thereafter, each Lot owner shall remove all dead trees, dead limbs, and any dead vegetation that remain on a lot, unless the ADRC decides some or all of the removal is not necessary.

19. FENCES, RETAINING WALLS, AND HEDGES:

Article IV, Section 34 – Fences and Obstructions:

The following general fencing guidelines shall apply. All front yard property lines from single family dwellings to the street shall be kept free and open, except courtyards may be allowed at the discretion of the ADRC. Any fencing allowed shall consist of materials determined by the ADRC and at locations approved by the ADRC. No fence, wall, hedge, tree, plant, shrub, lawn, or foliage shall be planted, kept or maintained by the Lot Owner in such a manner as to create a potential hazard or any aesthetically unsatisfactory appearance on the Lot, as determined by the ADRC. No fence, structural improvement,

wall, hedge, tree, shrub, planting, or other obstruction to vision shall be more than two (2) feet higher than curb level within twenty-five (25) feet of the intersection of any two (2) streets on any corner Lot or any blind curve.

20. ANIMALS, HOUSEHOLD PETS, BARKING DOGS, INVISIBILE FENCE/ELECTRONINC FENCING/COLLARS, LOUD ANIMAL NOISES, AND DOG RUNS:

Article IV, Section 35 – Animals: No animals, nor fowl and excluding fish, including without limitations, horses , cows, sheep, goat, pigs, chickens, and exotic pets, except for no more than four (4) usual household pets of a species (e.g., dogs, cats, small birds, hamsters, turtles, frogs, lizards, gerbils, nonpoisonous snakes) shall be allowed or maintained on any Lot. The permitted pets shall be kept, bred, or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make unreasonably loud noises or shall otherwise be allowed to be a nuisance. No animal or fowl shall be permitted out of a structure on a Lot unless in a fenced enclosure, nor permitted off a Lot unless such animal or fowl is under the control of a person by means of a leash or other reasonable physical restraint. No pets shall be kept upon a Lot until such times as a Certificate of Occupancy has been issued for the dwelling on the Lot and adequate provisions approved by the ADRC have been made for confining such pets to the Lot. No dog houses or dog runs are allowed on any Lot, unless such dog houses or dog runs are screened from view by landscaping or fencing and approved by the ADRC. Upon request of a Lot Owner, the Board, in its sole discretion, shall determine for the purposes of this Section whether a particular animal or fowl shall be considered as a permitted pet, whether it is a nuisance, or whether the number of animals or fowl on and Lot is reasonable.

Owners must be sure that pets' waste is removed immediately from the common area.

21. FLAGS, SOLAR PANELS, SHORTWAVE/HAM RADIO, AIR CONDITIONING EQUIPMENT, ANTENNAE/EXTERIOR, SATELLITE DISH or ROOF-MOUNTED EQUIPMENT:

Article IV, Section 36 – Flags, Solar Panels, Antenna/Exterior, or Roof-Mounted Equipment:
No public flagpole, mast, solar panel, satellite dish, or other outdoor antennae or related device shall be allowed on any Lot without prior written consent of the ADRC: provided, however, that any Owner is entitled to install and maintain a system for obtaining solar energy consistent with Nevada and Federal Law on their lot. The installation of a solar energy system also known as a distributed generation system shall be installed in accordance with the guidelines set forth within the Architectural Guidelines Section 10.10.14, which are incorporated by reference as if fully set forth herein.

Any owner may display the flag of the United States and/or the state of Nevada, in a manner that is consistent with the Federal Flag Code, from or on:

- A flagpole or staff which is located on exterior property within the boundaries of this Lot.
- A window, ledge, sill railing, patio, terrace or balcony that is within the boundaries of is Lot, whether the flag is displayed from a flagpole or staff.

As used in this Section 36: "Federal Flag Code" means the rules and customs pertaining to the display and use of the flag of the United States which are codified in 4 U.S.C.§§ 5 to 10, inclusive, as altered, modified or repealed by the President of the United Stated pursuant to 4 U.S.C. § 10, and any additional rules pertaining to the display and use of the flag of the United States which are prescribed by the President pursuant to 4 U.S.C. § 10; and "Flag of The United States" does not include a

depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding, or any other similar building decorative or landscaping component or material.

The Association may adopt rules that: (i) Prohibit the display of the flag of the United States in a manner that is inconsistent with the Federal Flag Code; (ii) prohibit the display of the flag of the United States if the flag exceeds four feet (4') in its vertical dimension or six feet (6') in its horizontal dimensions (the horizontal dimension of the flag is the dimension that is parallel with the horizontal stripes of the flag, regardless of the position in which the flag is displayed); (iii) establish a maximum number of flags of the United States that may be displayed from, on or around the exterior of a unit (the maximum number is one); (iv) prohibit the display of the flag of the United States from a flagpole or staff that exceeds twenty-five feet (25') in height; and (v) prohibit the display of the flag of the United States in a manner that poses a real and substantial danger to health or safety.

In addition, outside television antennas, cellular towers, aerials, satellite dishes, or similar devices for the transmission or reception of television, radio, cellular, satellite, of other signals or any kind are prohibited except:

- The Association shall have the right, without obligation, to erect, place, or install and maintain any such apparatus on Common Areas for the benefit of all or a portion of the Community as approved by the ADRC and Washoe County if applicable for Board approval.
- Antennas or satellite dishes with a diameter or diagonal measurement not greater than one-meter (39.37") which are designed to receive direct broadcast satellite services, video programming services via multi -point distribution services, or television broadcast signals (collectively "Permitted Devices") may be erected, placed, or installed on a Lot. Placements of Permitted Devices are subject to ADRC Guidelines and Washoe County ordinances if applicable.

To the extent the foregoing restrictions concerning Permitted Devices are more restrictive than allowed pursuant to applicable Federal Law, then such restrictions shall be deemed revised automatically to the minimum extent required by such laws.

22. POOLS, TRAMPOLINES, SPORTS EQUIPMENT, PLAYGROUND EQUIPMENT, SWING SETS, PLAY EQUIPMENT, BICYCLES, TOYS, MOTORCYCLES, ATVS. SNOWMOBILES, SPAS AND BAKETBALL HOOPS:

Article IV, Section 37 – Pools, Sports and Play Equipment:

No above ground or in-ground swimming or wading pools, trampolines, other sports apparatus, swing sets, or children's play equipment may be placed, installed, erected or attached to any structure in the Subdivision unless such apparatus is approved by the ADRC. In addition, bicycles, toys and play equipment, motorcycles, ATC's, snowmobiles, and similar vehicles must be garaged or parked in an enclosure or fenced in a manner to be hidden from public view when not in use.

All draining of pool & spa water is restricted to the property. The use of common area which includes but is not limited to the streets is prohibited

Portable basketball hoops are permissible on the owner's lot only and not on ACHOA common area including streets. Where possible, they should be erected in the back or side yard of the home. When neither of these locations is practical due to terrain or space, they may be erected in the driveway.

They are permitted to remain erected during the months of May through September. During the months October through April they may be erected only when in active use and must immediately be dismantled and hidden from view when finished, prior to sunset). Use of basketball hoops in the summer months (May – September), both portable and permanent is subject to Quiet Hours as defined in the Rules & Regulations and must not, in any event, create a Nuisance for other homeowners.

23. COMMON AREA VANDALISM, DEFACEMENT AND DAMAGE:

Article IV, Section 38 – Defacing or Vandalism of Common Area:

No tree, shrub, other landscaping, hardscape, structures, or other improvement within a Common Area shall be defaced, vandalized, modified, or removed except at the express direction of the Association. The trimming or topping of ACHOA landscape is considered vandalism and is a violation.

24. OPERATION OF MOTORIZED VEHICLES WITHIN SUBDIVISION, TRANSPONDERS, SCHOOL BUSES, SCOOTERS, MOTOR SCOOTERS, BICYCLES, GOLF CARTS, PEDESTRIAN/GOLF CART PATHS, AND TEENAGE DRIVERS:

Article IV, Section 41 – Operation of Motor Vehicles (see Traffic Enforcement Policy): Except as noted below, no motor vehicle shall be operated in any area within the subdivision except on a street or driveway.

All speed limit, radar control speed, and other traffic control signs erected within the subdivision shall always be observed. Motorized vehicles except authorized maintenance vehicles or emergency vehicles may be prohibited on all open spaces, paths, hiking trails, walkways, fire evacuation roads or Common Areas (except street or parking areas) However, maintenance and golf carts may be driven on collector streets, but, for safety purposes, on ArrowCreek Parkway, all carts use the walking paths. ***See the below 'Combination Golf Cart and Walking Paths Use Restrictions'***.

Residents of ArrowCreek can obtain vehicle transponders for automated access at the outside gate lane by providing proper paperwork to Security and paying a $30 fee per transponder. Transponders may not be transferred from vehicle to vehicle. If a transponder needs to be moved, it must be done by ArrowCreek Security. Transponders can be deactivated for fine violations or sanctions as determined by the Board within the ACHOA.

Overtaking and passing a school bus: Duties of driver; exceptions; penalties.

- The driver of any vehicle when meeting or overtaking, from either direction or on a divided section of an ArrowCreek road way, any school bus equipped with signs and signals required by law, which has stopped to receive or discharge any pupil and is displaying a flashing red light signal visible from the front and rear, shall bring the vehicle to an immediate stop and shall not attempt to overtake or proceed past the school bus until the flashing red signal ceases operation.
- The driver of a vehicle need not stop upon meeting or pass a school bus where traffic is controlled by a traffic officer, security officer and/or school bus driver.
- Any violations of the provisions of this section may be considered a health & safety violation with penalties exceeding $100 commensurate with the violation as determined by the executive board in accordance with the governing documents. See NRS 116.31031 and NRS 484B.353.

Motorized Scooters:

- Motorized Scooters except for golf carts and children's battery-operated moving toys, no motorized scooters may operate on the pedestrian / bicycle pathways, nor are they permitted on Arrowcreek roads unless they are properly registered and licensed.

Bicycles:

- All bicycles must comply with all motor vehicle codes and regulations and must operate according to safe rules of the road.
- Bicycles must give way to pedestrians on any walking path. Give way means dismounting the bicycle and stopping while pedestrians pass.

Electric Scooters and Electric Bicycles:

- All electric scooters and electric bicycles must comply with rules pertaining to manual-driven scooters and bicycles. Any electric vehicle operated on a walking path or cart path must be operated at ten (10) miles per hour or less.
- Owners of electric scooters or electric bicycles which are capable of exceeding 10 miles per hour under power are required to take their device to Security where a sticker unique to each device will be applied. Owners must obtain a color-coded map of the community showing where such devices are allowed to be operated.
- Parents are responsible for their children's operation of such devices and may be brought before the Board for violations of this policy.

Combination Golf Cart and Walking Paths Use Restrictions' Combination Paths are defined as:

- The paved pathways on both sides of East and West ArrowCreek Parkways
- The sections of the walking paved pathways at the following locations may be used by golf carts:
    - Winding Ridge: from Cocopah Court along Winding Ridge to the Tee Box at Hole 16:
    - Masters Drive: from High Vista Drive to Winding Ridge Drive
    - High Vista: Through Harbottle Park
- All other areas of paved pathways along community roadways are designated as Walking Paths and golf carts are prohibited.
- Golf Carts are required to operate on ArrowCreek Parkway Combination Paths and not drive on ArrowCreek Parkway itself. This rule includes all golf carts as well as ArrowCreek HOA and The Club at ArrowCreek utility carts (except as required to complete maintenance projects).
- On all other streets, golf carts must operate on the roadway and not on the walking paths. Every person operating a golf cart upon a roadway shall, except:
    - When preparing to turn left; or
    - When doing so would not be safe,
    - Drive as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
- When encountering a pedestrian on designated combination paths, golf cart drivers must stop and allow the pedestrian(s) to pass safely.
- Golf cart paths on The Club at ArrowCreek golf course are private property not belonging to the ArrowCreek HOA and are restricted for the use of golfers and/or those authorized by The Club only.

Golf Cart and Golf Cart Operator Requirements for Use in ArrowCreek*(rev 11/9/21):*

- *Owners of personal carts are required to take their cart to Security where a sticker unique to each cart will be applied. Golf Cart owners must obtain from Security a color-coded map of the community showing where carts are allowed on streets and where they must stay on cart/walking paths.*
- Drivers of golf carts on ArrowCreek roadways or combination cart paths must be 14 years of age or older.
- Drivers 14 to 16 years of age may not carry passengers except for family members.
- The number of occupants is not to exceed the designed seating capacity of the cart.
- Golf carts which are driven after dark must have appropriate safety equipment including head lamps, tail lamps, stop lamps, and rearview mirror(s).

25. LOT OWNER LANDSCAPING, LANDSCAPING MAINTENANCE AND UPKEEP, LAWN/YARD PAINTING REQUIREMENTS:

Article IV, Section 42 – Landscaping: Each owner shall be responsible to properly and attractively landscape the Lot pursuant to approved landscape plans in a manner suitable to the character and quality of the Subdivision, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Subdivision.

Each lot owner must establish and maintain landscaping to the applicable fire protection districts requirements for minimum defensible space, and all such landscaping shall be continually maintained consistent with the standards of the development, good husbandry practices and the applicable fire protection districts requirements.

26. NO COMMERCIAL LEASING OF LOTS INCLUDING VRBO AND AIR B&B EXCEPT LOT OWNER LONG TERM RESIDENTIAL LEASE OR RENTAL ALLOWED (CONFORMS WITH SECTION 2):

Article IV, Section 43 – No Commercial Leasing:

No lot owner shall participate in any plan or scheme for the rental of the improvements on such Lot, nor shall any such Lot be operated as a commercial venture. Nothing in this paragraph shall prevent a Lot Owner from leasing the lot and improvements thereon for long term or month to month residential use. Conforms with Article IV, Section 2. listed above.

27. WILDLIFE IMPAIRMENT, TRAPPING, SHOOTING, PEST VARMINTS:

Article IV, Section 44 – Impairment of Wildlife: Capturing, trapping or killing wildlife within the subdivision is prohibited, except all common rodents (e.g. rats, mice, moles, voles, marmots, gophers, rabbits, squirrels, weasels), insects and other animals considered pests.

28. DISTURBING ACTIVIES INCLUDING EXCESSIVE SOUND OR LIGHT:

Article IV, Section 45 – Disturbing Activities: Activities which materially disturb or destroy vegetation, wildlife, or air quality within the Subdivision, or which use excessive amounts of water or which result in unreasonable levels of sound or light are prohibited.

29. DISCHARGE OF FIREARMS, WEAPONS, B-B GUNS, PELLET GUNS, BOW AND ARROWS, PISTOLS, RIFLES, SHOTGUNS, SLING SHOTS, AND PYROTECHNICS:

Article IV, Section 46 – Discharge of Firearms, Weapons and Pyrotechnics: The discharge or use of firearms or other weapons and/or pyrotechnics within the Subdivision is prohibited. The terms “firearms and weapons” includes without limitation “B-B guns, pellet guns, bows and arrows, pistols, rifles, shotguns, sling shots and other firearms and weapons of all types, regardless of size.

30. NO TEMPORARY STRUCTURES OR TENTS ON LOTS:

Article IV, Section 47 – No Temporary Structures: No temporary structure of any form or type, including self-contained camper trailer units, shall be permitted as a dwelling unit on any Lot or parcel. No garage or outbuilding shall be constructed before commencing construction of the main dwelling unit, and further, no trailer, garage, basement, outbuilding or other structure other than the completed main dwelling unit shall be used for temporary or permanent living quarters, except as provided herein. No covering or tent, if visible from any roadway, is permitted on any Lot for a period longer than 24 hours. Temporary construction related structures on a Lot for outhouse equipment, storage, and other construction uses shall be allowed, subject to approval of the ADRC, but only during the period of initial construction and/or exterior remodel of any structure on the Lot until issuance of a Certificate of Occupancy ("COO"). Interior remodels are held to the same requirements stated herein.

NOTE: SEE SEPARATE DOCUMENT: **RESIDENTS' CENTER – RULES, POLICIES & PROCEDURES – MANUAL FOR ASSOCIATION RESIDENTS**. Revised 11-5-19.

ARROWCREEK HOA – FINE SCHEDULE

Fines, Dues, Late Fees, Suspension of Privileges (*Rev 8/12/2025)*

Per NRS **116.31031** if the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents. If the violation does not pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents, but the amount of the fine must not exceed $100 for each (initial) violation. The limitations on the amount of the fine do not apply to any charges or costs that may be collected by the association pursuant to this section if the fine becomes past due.

If a fine is imposed (pursuant to the above) and the violation is not cured within 14 days (or if health and safety immediately), or within any longer period that may be established by the executive board, the violation shall be deemed a continuing violation. Thereafter, the executive board may impose an additional fine for the violation for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

Association Fees: Association fees (monthly assessments) are due on the 1st of each month and are considered late if not received by the 30th. A late fee of $25 plus interest as allowed by law will be assessed on past due payments. Per Article III, Section 13 of the CC&Rs, the Association will enforce the suspension of privileges to include voting rights and access to the Resident's Club and other amenities, for accounts 90 days or more past due, or in collection. Accounts over 60 days past due will start the notice of collection process, per the Assessment Collection Policy. Additional Request for Payment letters sent by the HOA will cost the owner $10.00 per letter. **Please refer the Association's collection policy for a complete schedule of fees related to assessments, collections and ownership transfers.**

ADRC: Construction Penalties per Statute - $250**

VIOLATION FINES:	Fine Amount
Article IV:	
Section 12 –Garbage/Trash Receptacles:	$ 50
Section 13 – Repair to Damaged Structures:	$100
Section 14 - Nuisances:	$100
Section 45 – Noise (to include Quiet Hours):	$ 50
Construction Hours *(Washoe County code 110.414.20):*	$100
Section 15 - Excavation Restrictions:	$100
Section 16 - Paints and Finishes:	$100
Section 17- Storage Restrictions:	$ 50
Section 18 - Prohibition of Clothes Lines:	$ 25
Section 19 – Sign Restrictions: (R/E, Rent, Construction, Political)	$ 50
Section 45 - Lighting (to include Holiday Lighting & Décor):	$ 50
Section 20 - Garage Requirements:	$ 50
Section 24 – Fire Control Maintenance:	$100
Section 25 – Weeds:	$ 50
Section 28 – Parking:	$ 50
Section 28 – Storage of Vehicles	$100
Section 31 – Maintenance of Lots:	$100
Section 32 – Dead Vegetation and Dead Limbs	$100
Section 34 – Fences and Obstructions:	$100
Section 35 – Animals:	$ 50

VIOLATION FINES:	**Fine Amount**
Section 36 – Flags, Solar Panels, Antennae/Exterior/Roof Mounted Equip	$ 50
Section 37 – Pools, Sports and Play Equipment:	$ 50
Section 38 – Defacing or Vandalism of Common Area:	$100
Section 41 – Operating of Motor Vehicles (if Health & Safety see below)	
Running stop signs, tailgating, etc.)	$ Up to $100
SPEEDING:	
Speeds up to 44 MPH	$ 50
Speeds 45 – 49 MPH	$100
Speeds 50-54 MPH (Health & Safety)	$200
Speeds 55-MPH and over (Health & Safety)	$300 + $20 for every mile over
Overtaking a school bus (if not health and safety)	$100*

Reckless Driving*:*
Speeding over 49 MPH is considered reckless driving. Reckless drivers will be brought before the board for hearing and possible application of fines

In addition to monetary fines, the board may impose additional sanctions for reckless or repeated violations. Sanctions may include suspension or revocation of transponder privileges, suspension of facility privileges, or any combination thereof, at the sole discretion of the Board.

Motorized and electric scooters, including electric bicycles:	$ 50
Bicycle Use:	$ 50
Section 42 – Landscaping:	$100
Section 43 – No Commercial Leasing:	$100
Section 44 – Impairment of Wildlife:	$ 50
Section 46 – Discharge of Weapons:	$100*

Note: Discharge of Weapons may also be considered Health & Safety with penalties exceeding $100 to be commensurate with the violation as determined by the Board.

Section 48 – No Temporary Structures:	$100
Article VI, Section 5 – No Improvement without Approval:	$100
Article V and VI Architectural Standards and Controls:	$100**
Resident Club Swim & Tennis Rules:	$ 50

Willful violations of the Rules and Regulations of the Residents Club will not be tolerated and may be reported to the ArrowCreek Homeowners Associations Board of Directors who are authorized to investigate the alleged violations. The Board may impose disciplinary sanctions for sustained allegations. The following sanctions may be imposed, but are not limited to; a verbal warning, a written warning, a monetary fine, a temporary (time specific) suspension of facility privileges, exclusion from the use of Association facilities or any combination of fine and suspension.

*Health & Safety Violations (as deemed by the Board):
Penalties may exceed $100 to be commensurate with the violation as determined by the board.

NOTE:

***NRS 116.31031** If the violation poses an imminent threat of causing a substantial adverse effect on the **health, safety or welfare** of the units' owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents

** Construction/ADRC penalties and fines may apply as enforced by the ADRC and/or Board of Directors. Penalties and/or fines resulting from construction violations may result in forfeiture of all or a portion of the construction deposit.

ArrowCreek Trademark Enforcement Policy
April 18, 2017

The ArrowCreek Homeowners Board of Directors recognizes **two categories** of potential users of its Trademark and Service Mark and has set the following actions to be taken with such users. The two categories are distinguished by two key factors cited in the definition of trademark rights above: (condition #1) when there's a chance of confusion, mistake or deception by the use of our trade or service marks; and (condition #2) when there is commercial use of our trade or service marks.

CATEGORY #1
Both condition #1[confusion] and #2 [commerce] apply.
Example: The rental housing complex that changed its name to "The Village at Arrowcreek Parkway" when challenged by the ArrowCreek HOA.

Primary course of action: Notify user of the existence of registered ArrowCreek HOA marks and request user "cease and desist" infringement of those ArrowCreek HOA marks. Initiate infringement action against the user if they do not comply.

Lesser course of action: Notify user of the existence of ArrowCreek HOA marks and request user "cease and desist" infringement of those ArrowCreek HOA marks but offer a licensing agreement. Any licensing agreement may require the user to add a prominent disclaimer that it is neither associated with nor endorsed by the ArrowCreek HOA.

It may be recommended to a user in violation that the word "ArrowCreek" as part of a geographic description does not violate our trademark. *Example:* Instead of the name "ArrowCreek Art Guild", use "Art Guild at ArrowCreek". This user would still be banned from using the ArrowCreek service mark unless a licensing agreement was offered and concluded.

CATEGORY #2
Condition #1 [confusion] applies but condition #2 [commerce] does not apply.
Examples: The two lot-owner-run websites using the HOA's trademark and service mark. They don't currently engage in commerce, but they can easily be confused with the official HOA website since their postings overlap considerably in function and content with the official HOA website.

Primary course of action: Notify user of the existence of ArrowCreek HOA registered marks and require the addition of a prominent disclaimer that the entity is neither associated with nor endorsed by the ArrowCreek HOA. Also require a prominent web link notice to the official ArrowCreek HOA website. Notify user that a presence of commercial activity in connection with the trademark or service mark of the ArrowCreek HOA would trigger infringement action.

Lesser course of action: Notify user of the existence of ArrowCreek HOA registered marks and that their use of such marks will be monitored for possible infringement. Notify user that a presence of commercial activity in connection with the trademark or service mark of the ArrowCreek HOA would trigger infringement action.

License to Use "ArrowCreek" and ARROWCREEK Service Mark: The ACHOA hereby grants to the FOA, its successors and assigns, a perpetual irrevocable license to the intellectual property in its Trademark No. 4,403,110 and its Trademark No. 3,258,181. However, the ACHOA does not convey any right for the FOA, its successors and assigns, to further license those Trademarks or convey to any other party for any other purpose.

License to Use "ArrowCreek" and ARROWCREEK Service Mark: The ACHOA hereby grants to all ArrowCreek social groups, their successors and assigns, a perpetual irrevocable license to the intellectual property in its Trademark No. 4,403,110 and its Trademark No. 3,258,181. However, the ACHOA does not convey any right for the Social Group, its successors and assigns, to further license those Trademarks or convey to any other party for any other purpose. "Social Groups" include all groups open to ArrowCreek residents and recognized by the ACHOA through its Social Committee.

Board of Directors Approved this 18th day of April, 2017

ArrowCreek Trademark Enforcement Policy
April 18, 2017

HISTORY OF NON-ARROWCREEK HOA MARK USAGE

Questions have arisen whether any non-ArrowCreek HOA entity, including entities affiliated in some way with the ArrowCreek community or affiliated with lot-owners in the community, has the right to use the HOA's Trademark or Service Mark.

At the end of 2015 there were two websites run by lot-owners ["Arrowcreek411" and "ArrowCreek Truth"]. There were also community organizations [such as the ArrowCreek Art Guild] that were using the Trademark word and/or the Service Mark too. In this Art Guild case, it is said that members conduct commerce of art objects.

In 2016, the ArrowCreek Board of Directors hired attorney Matthew Francis of *Brownstein Hyatt Farber Schreck* to give an opinion about the legality of non-HOA usage of the ArrowCreek Trademark and Service Mark and suggest possible legal remedies. In addition, Board President Liebman spoke with Ryan J. Cudnik, the attorney at *Brownstein et al* who researched and drafted the legal opinion given to the ArrowCreek Board on May 25, 2016, to clarify trademark law principles.

In his response to the Board, Mr. Francis cited the following right of a trademark owner…

"to exclude another from … us[ing] in commerce any reproduction, counterfeit, copy , or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive."

Mr. Francis emphasized the word "commerce" in the rights description above. In his view, if an organization is not "commercial" there may not be grounds for infringement legal action. He cited legal precedents where first amendment rights overruled trademark rights when no commercial use of a trademark was involved.

In Francis' study of the two unofficial ArrowCreek websites run by HOA lot owners, he did *not* find evidence of commercial activity, other than references to goods and services which did not appear to provide remuneration to the website owner. He also did *not* give special attention to the use of the ArrowCreek Service Mark by one of the websites.

Mr. Francis proposed that the ArrowCreek Homeowners Association could take any of these actions about the two unofficial websites, considering their non-commercial status:

(i) alert or remind the website operator that the ArrowCreek HOA owns the federal and state registrations for the Trademark and Service Mark
(ii) give notice that the HOA does not approve of their uses and is monitoring the sites for infringing uses of the HOA marks
(iii) demand that they prominently add disclaimers to their sites stating that the site is not run, maintained, or otherwise affiliated with, connected with or sponsored by the ArrowCreek HOA
(iv) demand that they agree to add a link to the ArrowCreek HOA's website and label the link either 'Link to Official ArrowCreek HOA site' or a similar statement acceptable to the HOA.

Francis was not asked to give an opinion about the wider range of potential ArrowCreek Trademark violations, such as the Art Guild mentioned above.

Mr. Cudnik explained that trademark ownership rights can be "eroded" if an owner does not "police" his rights. An owner who becomes aware of any infringing usage of his trademarks anywhere in the US has a duty to send the infringer a "cease and desist" letter and, if necessary, assert an infringement action in court. Failure to notify and/or assert an infringement action against a known infringer can both erode trademark rights.