



ARROWCREEK HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS FOR PROPERTY USAGE

(Rev. 11/10/20; Existing Res Club Enforcement included 3/17/21)

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 fined 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 the 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.
- 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.

A fine schedule is attached as part of these rules.

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 rendered 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.

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. These nuisances include incessant dog barking.

5. QUITE 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:

Construction Hours: Except in the event of an emergency, construction hours are limited to Monday through Friday, 7:00 AM to 6 PM, and Saturday, 8:00 AM until 5:00 PM. No outside construction activity of any kind is allowed on Sundays or holidays. Sundays and holidays are limited to interior work only that is not of a loud or disturbing nature and is not heard or observed from the outside. Holidays include: New Years Eve Day, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Sundays and holidays are limited to interior work only that is not of a loud or disturbing nature and is not heard or observed from the outside.

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. 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.
- **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.
- **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.

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 DEFENSIBLE 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 SPACE, 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. 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 and out of garage.
- **Exemptions for vehicles larger than one-half (1-1/2) ton may be submitted to the ACHOA Director of Security for approval. Criteria used for exemption include, but are not be limited to, requirement that the vehicle is used as a personal vehicle and not for commercial purposes.**
- Construction parking will be as per ADRC Guidelines. Parking of other operable vehicles should be on driveways and in approved parking areas and not on a street.
- For the intent of this section, a pickup truck fitted with a cab-over camper or a van converted to a camper, regardless if it is 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.
- 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 vendor 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 are 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 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. 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.

17. LOT CLEARING, FIRE HAZARDS, WEEDS, INFECTED VEGETATION, MINIMUM DEFENSIBEL 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.

18. 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.

19. ANIMALS, HOUSEHOLD PETS, BARKING DOGS, INVISIBLE FENCE/ELECTRONIC 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.

20. 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 and to 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 States 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, or other signals or any kinds 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.

21. 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.

22. 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.

23. 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’.**

Vehicle Transponders for automated access on the outside gate lane are available to residents of ArrowCreek subject to providing the proper paperwork to Security and a payment of \$25 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.

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 passing 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.

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:

- Inspection of personal golf carts by ACHOA Security is not required.
- 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).

24. 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.

25. 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.

26. 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.

27. DISTURBING ACTIVITIES 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.

28. 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.

29. 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

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**

<u>VIOLATION FINES:</u>	<u>1st Fine</u>	<u>Continuing Fine</u>
Article IV:		
Section 12 –Garbage/Trash Receptacles:	\$25	\$ 50
Section 13 – Repair to Damaged Structures:	\$50	\$100
Section 14 - Nuisances:	\$50	\$100
Quiet Hours:	\$50	\$100
Construction Hours:	\$50	\$100
Section 15 - Excavation Restrictions:	\$50	\$100
Section 16 - Paints and Finishes:	\$50	\$100
Section 17- Storage Restrictions:	\$25	\$100
Section 18 - Prohibition of Clothes Lines:	\$25	\$50
Section 19 – Sign Restrictions:	\$25	\$100
Signs (R/E, Rent, Construction, Political)	\$25	\$100
Holiday Lighting:	\$25	\$100
Section 20 - Garage Requirements:	\$25	\$100
Section 24 – Fire Control Maintenance:	\$100	\$100
Section 25 – Weeds:	\$25	\$100
Section 28 – Parking and Storage of Vehicles:	\$50	\$100
Section 31 – Maintenance of Lots:	\$100	\$100
Section 32 – Dead Vegetation and Dead Limbs	\$25	\$100
Section 34 – Fences and Obstructions:	\$100	\$100
Section 35 – Animals:	\$25	\$100

VIOLATION FINES:	1stFine	Continuing Fine
Section 36 – Flags, Solar Panels, and Antennae/Exterior or Roof-Mounted Equipment:	\$50	\$100
Section 37 – Pools, Sports and Play Equipment:	\$25	\$100
Section 38 – Defacing or Vandalism of Common Area:	\$100	\$100
Section 41 – Operating of Motor Vehicles (speeding, running stop signs, tailgating, etc.)	\$ Up to \$100	\$100
Overtaking a school bus (if not health and safety)	\$100*	\$100*
Reckless Driving. Includes but is not limited to Speeding over 50 mph, blatant running of stop signs, overtaking a school bus. <i>*Note: Reckless Driving may also be considered health & safety with penalties exceeding \$100 to be commensurate with the violation as determined by the board.</i>	\$100*	\$100*
Motorized Scooters	\$50	\$100
Bicycle Use:	\$25	\$100
Section 42 – Landscaping:	\$50	\$100
Section 43 – No Commercial Leasing:	\$100	\$100
Section 44 – Impairment of Wildlife:	\$25	\$50
Section 46 – Discharge of Weapons:	\$25	\$50
Note: Discharge of Weapons may also be considered health and safety with penalties exceeding \$100 to be commensurate with the violation as determined by the board.		
Section 48 – No Temporary Structures:	\$100	\$100
Article VI, Section 5 – No Improvement without Approval:	\$50	\$100
Article V and VI Architectural Standards and Controls:	\$100	\$100**
Resident Club Swim & Tennis Rules:	\$50	\$100

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.



Website: ArrowCreek-HOA.com; Email: acservice@associasn.com

**CERTIFICATION OF UNDERSTANDING
RULES & REGULATIONS OF THE
ARROWCREEK HOA**
(rev. 12-5-17)

I/WE HEARBY CERTIFY THAT I/WE HAVE READ THE ARROWCREEK HOA RULES AND REGULATIONS, THAT I/WE UNDERSTAND THESE RULES AND REGULATIONS, AND THAT I /WE WILL COMPLY WITH THESE RULES AND REGULATIONS. I/WE UNDERSTAND THAT IT IS AN OWNER RESPONSIBILITY TO BE SURE THAT GUESTS AND/OR TENANTS ADHERE TO THE RULES & REGULATIONS. I/WE UNDERSTAND THAT FINES MAY BE IMPOSED FOR VIOLATIONS.

ARROWCREEK PROPERTY ADDRESS: _____ LOT # _____

OWNER SIGNATURES:

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

PLEASE SIGN, AND RETURN THIS PAGE TO THE ASSOCIATION MANAGEMENT OFFICE AT YOUR EARLIEST CONVENIENCE. KEEP THE RULES IN A CONVENIENT LOCATION FOR YOUR REFERENCE. THANK YOU!

TENANTS OF ARROWCREEK HOA
CERTIFICATION OF UNDERSTANDING
RULES & REGULATIONS OF THE
ARROWCREEK HOA
(rev. 12-5-17)

Owners are required to have their tenants sign this form and return it to the management company certifying that tenants have received, understand, and will adhere to the Rules & Regulations. It is the owner's responsibility to make sure that the signed form is submitted to the management company in a timely manner.

ARROWCREEK PROPERTY ADDRESS: _____ LOT # _____

WE HEARBY CERTIFY THAT I/WE HAVE READ THE ARROWCREEK HOA RULES AND REGULATIONS, THAT I/WE UNDERSTAND THESE RULES AND REGULATIONS, AND THAT I/WE WILL COMPLY WITH THESE RULES AND REGULATIONS. I/WE UNDERSTAND THAT FINES MAY BE IMPOSED FOR VIOLATIONS.

TENANTS SIGNATURES:

_____ Tenant Name (print)	_____ Signature	_____ Date
_____ Tenant Name (print)	_____ Signature	_____ Date
_____ Tenant Name (print)	_____ Signature	_____ Date
_____ Tenant Name (print)	_____ Signature	_____ Date
_____ HOMEOWNER (print)	_____ HOMEOWNER SIGNATURE	_____ DATE
_____ RENTAL AGENT (print)	_____ RENTAL AGENT SIGNATURE	_____ DATE

PLEASE SIGN, AND RETURN THIS PAGE TO THE ASSOCIATION MANAGEMENT OFFICE AT YOUR EARLIEST CONVENIENCE. KEEP THE RULES IN A CONVENIENT LOCATION FOR YOUR REFERENCE. THANK YOU!



RESIDENTS' CENTER

RULES

POLICIES & PROCEDURES

MANUAL FOR ASSOCIATION

RESIDENTS

REVISED 04/29/08; Minor Update 4/10/13; Updated 11-5-19/12-4-19



ArrowCreek HOA
2900 ArrowCreek Parkway, Reno, NV 89511
(775) 850-4620 (775) 850-4623 FAX
e-mail: acresident@sbcglobal.net
website: www.arrowcreek.com

Introduction

The ArrowCreek Residents' Center opened in 1999 in order to provide the Residents of the ArrowCreek community with a country club atmosphere. The uniqueness of the ArrowCreek community is reflected in your Residents' Center's amenities.

The Residents' Center and other Common Areas are owned by the ArrowCreek Homeowners Association. The Residents' Center staffs a full-time Community Facilities Coordinator to assist in the on-premise coordination and management of the Residents' Center. Additionally, the ArrowCreek Homeowners Association retains the services of a professional Community Manager firm which oversees the administrative and operational functions of the Residents' Center and other Association Common Areas.

This handbook has been provided as a guide for each resident member's use and enjoyment of the Residents' Center, its facilities and other Association Common Areas. Members are reminded that the policies and procedures as well as the rules and regulations set forth in this handbook are subject to revision and change at the discretion of the Board of Directors and/or ACHOA Senior Staff when required by law or for safety.

Please take the time to review the information contained in this handbook. Should you have any questions concerning its contents please contact your Community Facilities Coordinator at 850-4620. Remember this is your Residents' Center and your input into its management and operation is always welcome.

WELCOME

(rev. 11-05-19)

On behalf of the ArrowCreek Homeowners Association we wish to welcome you to the ArrowCreek Community. As new members or residents of the ArrowCreek community access to the Residents' Center and other Association common areas are offered to you and your guests. Your membership is provided as part of your Homeowners Association assessments and by keeping your assessments current you are ensuring your continued enjoyment of the Residents' Center.

Access to the Residents' Center is via a picture ID Residents' Center key card obtained through the Residents' Center Facilities Director. Cards must be transferred from seller to buyer upon sale. Replacement key cards cost \$100.00 each. Per the Association's policy, if an owner's account is 90 days delinquent or in collection the key cards will be deactivated until the account is brought current.

This handbook will provide you with the information required to make maximum use of the Residents' Center and common areas. Please take the time to read this handbook. Your compliance with all the rules and regulations will ensure the continued enjoyment of the Residents' Center and Association common areas by all members and residents.

Again, we welcome you and hope you find the Residents' Center and Association common areas just one more example of the unsurpassed commitment to excellence offered to Residents of the ArrowCreek community.

Sincerely,

***The Board of Directors
ArrowCreek Homeowners Association***

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GENERAL INFORMATION

The following activities are provided at no cost to the member/resident:

- Swimming Pool, Lap Pool & Spa
- Locker Room Facilities*
- Three (3) tennis courts
- Pickleball Courts (4)
- Exercise Room with:
 - Treadmills
 - Cross trainers
 - Recumbent bicycles
 - Cable Cross
 - Vertical Chest Press
 - Smith Machine
 - Pilates Machine
 - Hyper Extension
 - Prone Leg Curl
 - Seated Leg Extension
 - Dumbbell Weights
 - Rowing Machine
- Basketball court
- Tot Lot (children's play area)
- Walking Paths and Trails
- Bocce Ball Courts
- Picnic Areas at Residents Center and Harbottle Park
- Outdoor Par Course

Other Residents' Center and Association common area amenities for which a minimal charge may be applied include:

- Rental of Clubhouse for special occasions (see Facility Rental)
- Rental of Harbottle Park and Field Behind Residents' Center (see rental agreements)
- Bocce Ball Courts
- Social Events for Adults
- Tennis leagues, clinics, and lessons
- Barre Classes
- Yoga

Some classes, private instruction, and special event activities may have an additional charge. Please check with the Community Facilities Coordinator.

Please observe the following rules and regulations when utilizing the Residents' Center and Association Common Areas:

- The Residents' Center is a non-smoking facility
- Please do not bring your pets to the Residents' Center
- Please observe all posted signage at the swimming pool, spa and exercise room. They are for your safety and provide guidelines that afford all members the opportunity to enjoy the facilities.
- Do not permit anyone other than your family/guests to use your cardkey. There is a fine for misuse, as defined in the Resident Card Key Agreement.

HOURS OF OPERATION RESIDENTS CENTER*

Fitness/Exercise Room

The fitness and exercise areas are open to Residents 5:00am - 10:00pm daily. However, you are asked to observe the 30-minute workout time limit on the machines when others are waiting.

Pool & Spa

The pool will be open during the summer months depending upon the weather. The spa will remain open throughout the year. The following hours have been scheduled:

Monday through Sunday	5:00am to 10:00pm
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Lifeguard Services

ARROWCREEK DOES NOT HAVE A LIFEGUARD **AT ANY TIME**. SWIM AT YOUR OWN RISK.

Tennis, Pickleball & Basketball Courts

Monday through Saturday	7:00am to dark
Sunday	8:00am to dark

NOTE: The tennis, pickleball and basketball courts do not have lighting for nighttime use.

***The Residents' Center management and staff reserve the right to close any or all the facilities at any time for maintenance repairs. The pool and spa will be reopened at their discretion.**

INCLEMENT WEATHER POLICY

The Residents' Center management or staff may close any or all the facilities in the event of a perceived or actual health or safety concern. The proximity of electrical storms shall be a major consideration for the immediate closure of the swimming/spa facilities. Individuals are to exit the pool and spa immediately when lightning/thunder are detected or upon the order of a member of the Residents' Center staff, or a member of the ArrowCreek security staff.

GUEST POLICY

The Residents' Center facilities are primarily for the exclusive use of ArrowCreek Residents. Residents may invite their guests to use the facilities but must accompany them during their visit. Residents are reminded that the number of invited guests should not burden the facilities capacity to the exclusion of other Residents. There is a maximum of 25 guests per group event. Guests not in the company of a sponsoring resident will be asked to leave the facility. Residents are responsible for the actions of their guests and should familiarize them with the facility's Rules and Regulations policies prior to their visit.

RESIDENTS' CENTER AND ASSOCIATION COMMON AREA RENTAL

Selected areas of the Residents' Center and Association Common areas are available for rental.

- **Resident Requirement:**

You must be an ArrowCreek resident in order to rent the facility. Any resident desiring to rent the Residents' Center or Association Common Areas must sign a contract, alcohol liability waiver and assume total responsibility of the actions or their guest(s). Residents renting the Residents' Center or Association Common Areas must remain on the premises for the entire rental period. The rented Residents' Center and/or Common Areas must be cleaned at the conclusion of the event or party.

- **Residents' Center Capacity:**

Foyer/Kitchen	40 persons foyer/kitchen
Patio only	25 persons
Multipurpose Room	60 persons

- **Rental Hours:**

Residents' Center and Association Common Area rentals are restricted to the hours between 9:00am and 10:00pm with a maximum of one party per day restricted to four (4) hours with a one (1) hour pre-party set up period.

- **Reservations:**

- **Lead time:** Reservations must be made with the Community Facilities Coordinator at least thirty (30) days in advance.
- **Phone requests:** Reservation requests made by telephone do not guarantee the reservation. Reservations are not secured until the Community Facilities Coordinator receives a written request. Requests are granted according to priority with Board Meetings and Homeowner Association sponsored events taking precedence.
- **Conflict resolution:** If two or more requests for the same date are received at the same time a drawing will be held. Otherwise, requests will be scheduled by date and time the request was received.
- **Non-Exclusive use:** The Residents' Center and Association Common Areas will remain open and accessible to any and all ArrowCreek Residents.
- **Holidays:** The Residents' Center facilities are not available for rental on the following holidays:

New Year's Eve	4 th of July (Independence Day)
New Year's Day	Labor Day Weekend (Sat/Sun/Mon)
Presidents' Day	Halloween
Valentine's Day	Thanksgiving Weekend Thur/Fri/Sat/Sun)
Christmas Eve	Easter Sunday
Christmas Day	Memorial Day Weekend (Sat/Sun/Mon)

- **Equipment:** The Residents' Center does not provide any additional tables, chairs, cooking utensils, serving trays, dishes, extension cords, etc. It is the responsibility of the resident to make the appropriate arrangements for their function. The Community Facilities Coordinator can assist with contact names and phone numbers for rental services and catering by calling (775) 850-4620.
 - Bocce Ball court equipment and the Tennis Ball Machine can be checked out through ACHOA Security.
- **Live Entertainment:** All live entertainment must be approved by the Community Facilities Coordinator at least two (2) weeks in advance of the scheduled event. This includes Bouncy Houses, Climbing Walls, Tents, etc.

RENTAL FEES

<u>Residents' Center</u>	<u>Refundable Deposit</u>	<u>Non-Refundable</u>
Foyer/Kitchen/Patio Combination	\$300.00	\$200.00
Patio only	\$100.00	
Multipurpose Room	\$300.00	\$200.00

Residents' Center Swim & Tennis and Keycards:

Residents' Center Rules are an extension of these HOA rules and regulations and are a separate document posted at the Resident's 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 Residents' Center Rules, may result in fines to the property owner and/or suspension of key card privileges.

Residents' Center Guest Use & 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 accompany the guest at all times.
- **Max number of guests allowed:**
 - One (1) to four (5) guests per property are at no charge
 - Five (6) to nine (9) guests per property must pay additional \$10.00 per guest
 - Guests of 10 and over per household are considered a 'group', and will be charged as an "event" and must follow the application process to rent the facilities:
 - Complete rental application for Residents' Center or Common Area
 - Provide Homeowner's insurance
 - 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.
 - Maximum of 25 pool guests per group event.

RESIDENTS' CENTER RULES AND REGULATIONS

POOL RULES:

HOURS: 5:00am - 6:30am and 8:00am-10:00pm
Closed Daily: 6:30 am - 8:00 am For Maintenance

NO LIFEGUARD ON DUTY SWIM AT YOUR OWN RISK

- Children under 16 are not permitted unless accompanied by an adult 18 years of age or older with a keycard. If children under 16 are seen entering pool area without an adult they will be asked to leave.
- No glass containers or food allowed in pool compound (fenced area)
- Only regular swimming attire permitted.
- Small floating devices only. Staff reserves the right to remove floating device if pool gets overcrowded, or if they feel it is necessary.
- NO RUNNING OR DIVING.
- Absolutely no diapers are allowed in the pool, except swimming diapers.
- Smoking, Vaping, and E Cigarettes are prohibited.
- No pets allowed.

CAPACITY LIMIT

- o Maximum of 45 of which can be in the pool at once
- o Maximum of 125 within the pool area

SPA RULES

HOURS: 5:00am - 6:30am & 8:00am - 10:00pm
Closed Daily: 6:30 am - 8:00 am For Maintenance

NO LIFEGUARD ON DUTY

SWIM AT YOUR OWN RISK

- No one under the age of eight (8) years of age is permitted in the spa.
- Children under 16 are not permitted unless accompanied by an adult 18 years of age or older with a keycard. If children under 16 are seen entering pool area without an adult they will be asked to leave.
- No food or glass containers are permitted in the spa compound (fenced area).
- Absolutely no toys in the spa.
- The spa is for therapeutic enjoyment only, therefore, jumping, nudity, splashing, loud behavior, boisterous activity, offensive conduct or music is not allowed.
- No soap or soap products are permitted in the spa.
- No alcohol.
- Smoking, Vaping, and E Cigarettes are prohibited.
- No pets allowed.

CAPACITY LIMIT

- o Maximum of 11 people inside the spa compound (fenced area).

Violation of rules will result in fines and/or suspension of privileges.

THE WASHOE COUNTY HEALTH DEPARTMENT REQUIRES ALL GATES TO BE CLOSED AT ALL TIMES. DO NOT PROP OPEN ANY ACCESS GATES.

Tennis, Pickleball, Basketball Courts

- **Shoes:** All players or others entering on court surfaces must wear regulation tennis shoes. Black soled shoes that created marks on the courts and heel type shoes are not permitted.
- **Attire:** It is mandatory that a shirt or top is always worn . (No bare chest players are permitted)
- **Children:** An adult resident and/or guest must accompany children with little or no tennis or basketball experience. Resident discretion is suggested for appropriate time of play to avoid court utilization conflicts.
- **Pets:** No pets are allowed at any time.
- **Debris:** Upon completion of play, the participants will be responsible for removal of debris from their immediate area of play.
- **Glass Containers:** No glass containers area allowed in the immediate play areas.
- **Policies:** All posted rules and policies must be observed.

Tot Lot (Children's Play Area)

- All children must be accompanied by an adult
- Children are not to be left unattended
- All posted warning signs and closures must be observed.
- Smoking and alcoholic beverages are not permitted in the Tot Lot area.
- No glass containers are allowed in the play area.
- Children must wear shoes.

REGULATION COMPLIANCE AND ABUSIVE BEHAVIOR POLICY (adopted April 8, 2002)

Background

The ArrowCreek HOA Residents' Center has been provided for the use and enjoyment of all ArrowCreek Residents, their families, and guests. These regulations and associated policies/ procedures have been established to ensure that everyone, or group of individuals, use of the facilities is given the greatest consideration.

Authority

The ArrowCreek HOA's Board of Directors has empowered the Facilities Coordinator and the Director of Security, or his representative, with the authority to enforce any and all Rules & Regulations, Policies and Procedures established for the Residents' Center and Association Common Areas.

Should any resident member or their guest refuse to comply with the direction given by a Residents' Center staff member, the ArrowCreek HOA's Security Staff will be notified. Any willful refusal to respond to requests for compliance by a member of the ArrowCreek Security Staff will be recorded and reported immediately to the Director of Security.

Local Jurisdiction

Should the violation constitute a violation of local, state or federal law the matter will be reported to the law enforcement agency having jurisdiction over the ArrowCreek community.

Compliance

Willful violations of the Rules and Regulations of the Residents' Center 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.

Notice of Disposition

Each member resident who has been reported to the Board of Directors for a violation of the Rules and Regulations of the Residents' Center and has been subjected to any sanction(s) by the Board of Directors, shall be processed in accordance with NRS 116 and the ArrowCreek HOA governing document, to include a hearing being scheduled for the consideration of fines.

The resident shall have the opportunity to be heard during the hearing, and may produce any statement, evidence, and/or witnesses on his or her behalf.

Special Use Restrictions

Due to the limitations of the Residents' Center facilities current available interior space, and the overwhelming requests for its use, it has become necessary to establish clearly defined rules and regulations to govern these requests.

Due to the proximity of individuals and groups using the Residents' Center gym facility the following measures have been adopted in order to alleviate the possibility of conflicts/confrontations between users.

- No personal boom boxes are permitted without earphones/plugs
- Group classes are limited to fifteen (15) individuals per class
- Individuals using exercise equipment will not be asked to modify their programs
- Likewise, group activities will not be asked to modify their programs.
- Organized classes, whether contracted or exclusively resident, may not utilize the Residents' Center to the exclusion of other members and their guests.
- Mutual respect between all Residents' and their guests utilizing the gym facility will always be expected .

NOTE: These restrictions are in addition to, not in lieu of, those already established.

Conduct of Members/Guests

The following conduct will not be tolerated under any circumstances:

Abusive Behavior Policy Statement

The use of profane, threatening, intimidating, demeaning or inflammatory language by Residents' and/or guests toward an ArrowCreek employee, another resident or their guest, or any individual contracted by the ArrowCreek Homeowners Association as a service provider, is expressly prohibited.

Any member resident or guest exhibiting this type of conduct will be asked to leave the facility immediately. Any failure to comply with a request to leave immediately made by the Community Facilities Coordinator or a member of the Security Staff may result in disciplinary sanctions against the member.