

THE SPRINGS PROPERTY OWNERS ASSOCIATION RULES & REGULATIONS

Revised: April 2008

These Rules and Regulations, as adopted by The Springs Property Owners Association Board of Directors, are based on the Declaration of Covenants and Restrictions and the Design Review Guidelines of the Association to assist in management of the Community. The Board retains a professional management company (hereafter called the "Property Manager").

The Board of Directors of The Springs Property Owners Association would like to thank everyone for their cooperation in keeping this neighborhood a desirable place to live. These Rules and Regulations are adopted to interpret and clarify certain provisions of the First Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Springs.

INTRODUCTION

The Springs community is subject to a First Amended Declaration of Covenants, Conditions and Restrictions ("Declaration"). While the Declaration represents the Association's primary governing document, and provide for the manner in which The Springs Property Owners Association is entrusted with the responsibility for implementing and enforcing its provisions, the Declaration contains built in flexibility to allow the Association to further refine the operations of the Association and the Community through Rules and Regulations.

Since the Declaration remains flexible, the Declaration vests responsibility for the administration and enforcement of the architectural and use restrictions in the Board of Directors and the Architectural Control Committee of the Association. The Board, hoping to achieve standards to which all Association members will be better able to own, maintain, and enjoy their properties, have promulgated these Rules and Regulations pursuant to the requirements of the Declaration.

PETS

As stated in Section 5.04 of the Declaration, no more than three normal domesticated household pets shall be raised or kept on any Homesite, and must be restrained or confined to the Homesite at all times. Owner or his representative shall control all household pets, which must be leashed or otherwise restrained at all times while off the Owner's Homesite. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

a. Owners shall clean up promptly after their pet(s) and dispose of the waste of the same in suitable containers. Residents must bring a container to clean up after their pets while walking the pet on Common Area or within the Community. Pets are prohibited from the Golf Course Property. The Golf Course is private property and not intended for use as a park or waste disposal site for pet excrement.

b. Damage to Common Area. Pets shall not be allowed to damage grass, shrubs, trees, or any other portion of the Common Area or Golf Course Property or become an annoyance or nuisance to other pets or people. Expenses and costs resulting from damage to shrubs, trees, Common Area, or Golf Course Property will be the responsibility of the Owner of the pet.

c. Leashes. Pets, including dogs and cats, must be restrained or on a leash at all times while on the Common Area.

d. Fines for Violations. Any Owner who violates any of these pet rules shall be fined in accordance with the policy set within these Rules and Regulations. Owners shall be fined for a violation of these Rules and Regulations by their tenants, guests, or invitees.

AUTOMOBILES

Pursuant to Section 5.06 of the Declaration, no automobile or other vehicle, as defined in Section 4.14, shall be parked or left within the Project other than within a garage or driveway for more than seventy-two (72) hours. No boat, trailer, recreational vehicle, camper, trucks of more than ¾ ton shall be parked or left anywhere within the Project for more than twenty-four (24) hours in any seven (7) day period.

Vehicles can not be maintained, repaired, serviced, rebuilt or dismantled on any lot except within the confines of the garage or within in the fenced backyard and must be screened from view by neighbors.

This rule does not prevent a vehicle from being washed or polished in the driveway of any lot.

Parking is prohibited on corners blocking intersections or where vehicles will block views of oncoming traffic.

TOWING

Without in any way limiting the obligations of the Owners, the Association or agency representing the Association, shall have the right, and shall be obligated, to enforce all parking restrictions herein set forth and those set forth in the Declaration and to remove any vehicles in violation thereof, in accordance with the provisions of NRS 487.038, NRS 116 and other applicable laws, codes, and statutes. Any required towing will be at the vehicle owner's and/or operator's expense.

Vehicles owned, operated, or within the control of an Owner, or of a resident of such Owner's unit, shall not be parked in the same location for more than seventy-two (72) hours without being moved. The Owner, Tenant, and/or Guest's Vehicle(s) that violates this Parking Regulation, are subject to being towed. In case of vacation or illness permission will be granted for an extension by calling the Property Manager.

SPEEDING

Exceeding the posted 25 MPH/15 MPH when children are present speed limit within the Springs Community is prohibited. Homeowners and non-resident homeowners will be notified of the offending vehicle license number(s) registered to their respective Homesite, and if the violation reoccurs they will be notified of the repeat violation and fined.

BASKETBALL HOOPS AND BACKBOARDS

Temporary portable basketball hoops are acceptable, but must be placed in such a manner that they do not block sidewalks and pedestrian walkways while in use. When not in use, temporary portable basketball hoops are to be kept out of view from front yards or streets within the Springs (i.e., behind the fence or in the garage) at all times.

LANDSCAPING AND TREE REMOVAL

Pursuant to Section 5.08 of the Declaration, each and every Owner of a lot shall keep and maintain in an attractive, healthy, live and growing condition, any and all grass, shrubs, trees, and other

decorative landscaping which may be planted or growing upon said lots. Any and all dead or diseased lawn areas, shrubs, trees, and flowering plants shall be promptly removed and replaced with suitable and attractive replacement landscaping. Each Owner of a lot shall remove weeds promptly from said lot and shall water and trim all grass, shrubs, trees, and flowering plants located upon said lot as often as the same shall become reasonably necessary, subject to any applicable laws governing the frequency or timing of permitted watering.

All yards and lawn areas of every lot shall be kept mowed to a maximum height of 3 inches. In addition, each lot shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Board of Directors, is unsightly, causes health and safety issues, or causes undue danger of fire.

No trash or clippings are to be thrown over the fences.

EXCESSIVE IRRIGATION PRACTICES.

Please note that Indian Hills General Improvement District had enacted Ordinance 001 related to water use restrictions for outdoor watering.

The following rules have been enacted in compliance with Ordinance 001:

1. All watering is restricted between 12:00 noon and 4:00 p.m.
2. Water waste is prohibited. Water waste is defined as, but is not limited to, violation of the water use restrictions, or the careless consumption of water as evidenced by irrigation overflowing or puddling on a property and/or flowing from property into gutters, streets, gullies, neighboring property or washes for more than 30 (thirty) minutes.

Any Owner who violates any of these rules shall be fined in accordance with the policy set forth within these Rules and Regulations. Owners shall be fined for a violation of these Rules and Regulations by their tenants, guests, or invitees.

Separately, owner may also be subject to fines and a possible discontinuation of water service by Indian Hills General Improvement District if violations are reported.

PROCEDURE FOR FILING COMPLAINTS

Owners and/or residents who witness any violation of the CC&Rs or these Rules and Regulations should report the violation to the Management Company in writing. Notification should detail the facts of the situation and the CC&R or Rule that is being violated.

ENFORCEMENT OF RULES

All Springs Property Owners Association Rules and Regulations, and all rules set forth in the Declarant of Covenants Conditions and Restrictions and in the By-Laws and Design Review Guidelines shall be vigorously enforced by the Association, its members, the Board of Directors, the Property Manager, and all committees of the Association.

Enforcement shall be as follows:

The Property Manager or members of the Board of Directors will do a periodic inspection of the community and record violations to be reviewed by the Board of Directors. Additionally, resident complaints may be submitted in writing by a complainant to managing agents. The complaint letter may request that any rule(s) violation cease and not recur in the future, and may also request any other action that is reasonable under the circumstances. The violation notice which will be sent to the

owner by the Property Manager shall notify the owner of the alleged violation and that an opportunity for a hearing is being afforded.

After response by the respondent, and an opportunity for a hearing is afforded to the respondent, the complaint if found to be without merit, the complaint shall be dismissed, and both parties notified.

If, after the letter of notification and after response by the respondent, the complaint is found to have merit, or if the respondent fails to respond or to attend the hearing, a fine may be imposed. All correspondence regarding complaints shall be kept on file.

PENALTIES/FINES:

Penalties for violation of any provision in the Declaration or these Rules and Regulations, to be imposed by the Board are as follows: In accordance with state law, this fine policy has been adopted and implemented to protect property values and maintain a pleasant living environment.

Failure to adhere to the association's restrictions set forth in the association's governing documents, including the Declaration of Covenants, Conditions, and Restrictions, Bylaws, Articles of Incorporation and Rules and Regulations may result in fines being levied after notice and hearing, as set forth below.

First Offense: Written letter of warning. Notice to homeowner giving nature of alleged violation.

Second Offense: Second notice of ongoing alleged violation, notice of a hearing and the proposed sanction to be imposed.

Third Offense: or more for same rule violation: \$50 fine.

Prior to the determination of violation and levying of fines, persons liable for the payment thereof, will be provided an opportunity for hearing. Persons entitled to a hearing shall have the opportunity to be heard at the next regularly scheduled meeting of the Board of Directors unless other arrangements for a hearing are made with the approval of the Board. In the event any person entitled to a hearing fails to appear, he or she will be presumed to have acknowledged the violation and will be subject to all penalties.

A violation by a rental tenant or guest shall be treated as a violation by the Owner of the unit occupied by the tenant. The Owner shall receive the letters cited above which shall outline a complaint for a rules violation committed by a tenant.

Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

AMENDMENT PROCEDURES

The Springs Rules and Regulations may be amended, repealed, and adopted from time to time by the Board of Directors.

EFFECTIVE DATE:

Rules and Regulations and any amendments shall become effective 30 days after publication to all homeowners.