

**ASSOCIATION
RULES AND REGULATIONS**

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SECTION I: INTRODUCTION

Your Homeowners Association is a condominium community incorporated under the laws of the State of Nevada as a non-profit corporation. Each homeowner is a member of the Homeowners Association with all the rights and responsibilities as described in the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the Association Bylaws.

The Association's governing documents include CC&Rs, Bylaws and these Rules and Regulations. These Rules and Regulations are issued by your Executive Board as authorized by the Association's CC&Rs. All new owners are given copies of the CC&Rs, Bylaws and Rules and Regulations of the Homeowners Association. Owners should read these documents carefully since they set forth the rights, duties, and obligations of each owner. Each Owner is responsible to the Association and to all other owners for the behavior of their guests and/or invitees, including tenants. In addition, all guests and/or invitees, including tenants are subject to these documents and rules. It is the responsibility of the homeowner to provide their tenants with a copy of all these documents.

These Rules and Regulations supplement the Association's CC&Rs and Bylaws, they do not replace them. In the event of a conflict between these Rules and Regulations and the Association's CC&Rs, the CC&Rs control.

The purpose of these Rules and Regulations is to protect the physical property of the Association, to ensure the common good of the community so all residents can enjoy a safe and pleasant lifestyle, and to maintain property values for the homeowners. In order to accomplish this purpose all residents must act with sensitivity and consideration for one another, as well as complying with the following Rules and Regulations.

To maintain the quality of the community, observation and enforcement of these Rules and Regulations is the responsibility of each owner, and/or their invitees, including their residents, tenants, guests or vendors.

Under the authority granted them by the Association's CC&Rs and the appropriate Nevada State Law, the Executive Board can impose a penalty for violations in complying with any of the governing documents, including these Rules and Regulations. Penalty assessments and procedures are discussed under the Standard Violation Enforcement Procedure section of this document.

Homeowners with any questions, concerns or other Association related issues, or who need to obtain any Association related documents, should contact the Association's management company:

**Cannon Management
2900 Adams Street, Suite C-200
Riverside, CA 92504
(800) 949-5855**

Please know that the Association has established a website for the convenience of the homeowners. The website address is **www.CarlisleHOA.Com**. This website is designed to help homeowners communicate with management and with your Executive Board, and to make it easy for homeowners to get basic association related information.

SECTION II: ASSESSMENT COLLECTION POLICY

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Executive Board takes very seriously its obligation to enforce the members obligation to pay assessments. The Executive Board has adopted this Assessment Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Nevada Revised Statutes ("NRS") 116.3102 and 116.3116:

1. Pursuant to the Declaration and applicable Nevada law, the Association has a duty to levy Common Assessments, Capital Improvement Assessments and Special Assessments, as defined in the Declaration and reserve assessments as set forth in NRS 116, sufficient to perform its obligations under the governing documents and Nevada law. Common Assessments are levied annually and are payable during the year in monthly installments.
2. Each Assessment or charge is an obligation of the Owner at the time the Assessment or other sums are levied. In addition, the Assessment is also a charge or lien upon the Owner's Lot. Recordation of the Declaration constitutes record notice and perfection of the Association's lien. No further recordation of any claim or lien for any unpaid assessment is required. See NRS 116.3116(4).
3. The Association will give the Owners notice of any increase in the Common Assessment, through the budget process set forth in the Association's governing documents and Nevada law. Notice will be sent by first-class mail to the addresses on the Membership register as of the date the notice is issued. It is the responsibility of each Owner to advise the Association of any changes in their mailing address. The Executive Board may elect from time to time to provide additional periodic statements of Assessments and charges, but failure to transmit such additional statements does not relieve the Owners of the obligation to pay Assessments.
4. The Executive Board may designate an agent to collect assessment payments and administer this assessment collection policy. Such designated agent may be an officer or director of the Association, manager, bookkeeper, banking institution, trustee company, law firm or other appropriate agent.
5. Unless otherwise specified by the Executive Board, **Assessments are due on or before the first day of the month for which it is due.**
6. Any installment of a Common Assessment, Capital Improvement Assessment or Special Assessment, as defined in the Declaration, that is not received by the Association within fifteen (15) days after the due date, shall result in a late fee being imposed. The late charge will be the greater of \$10.00 or 10%.
7. Any installment of a Common Assessment, Capital Improvement Assessment or Special Assessment, as defined in the Declaration, that is not received by the Association within thirty (30) days after the due date, shall bear interest at the rate of prime plus two percent (2%) per year, from the due date.
8. Payments received by the Association shall be applied first to late fees, interest, and costs of collection, including attorney fees and then any past due Assessments. However, the Association may not apply any Assessment, fee or other charge that is paid by an Owner toward a fine imposed by the Association against the Owner. See NRS 116.31145.

9. If any installment of a Common Assessment, Capital Improvement Assessment or Special Assessment, as defined in the Declaration, is not received by the Association within thirty (30) days after the due date, then the Association may transmit a letter to the owner notifying him of the delinquency and requesting payment thereof (the "Notice of Intent"). The Notice of Intent shall be mailed by certified mail, return receipt requested and shall include, at a minimum, the following.

- (a) the fact that the installment is delinquent;
- (b) the amount of the delinquency, including any charges associated with the delinquency including, but not limited to, interest, late fees, attorneys' fees or other costs of collection;
- (c) the action that is required to be taken by the Owner to cure the default;
- (d) the date, not less than thirty (30) days from the date the Notice of Intent is mailed to the owner, by which such default may be cured;
- (e) that the failure to cure to the default on or before the date specified in the Notice of Intent may result in acceleration of the balance of the installment of the assessments for the then current fiscal year; and
- (f) what action the Owner may take to cure the default after acceleration.

10. If the Owner fails or refuses to pay the balance due and owing to the Association as set forth in the Notice of Intent, then not less than thirty (30) days after the Notice of Intent is mailed to the Owner, then the Association may record a lien against the Lot owned by the Owner (the "Lien"). The Lien must recite a good and sufficient legal description of the Lot, identify the Owner or reputed Owner of the lot, include the amount then due and owing, including any interest, late charges, attorneys' fees or any other fees or costs of collection, as well as the name and address of the Association.

11. If the Owner fails or refuses to pay the balance due and owing to the Association as set forth in the Lien, including any interests, late charges, attorneys' fees or fees and costs of collection, then not less than thirty (30) days after the Lien is recorded and mailed to the Owner, in the manner prescribed by Nevada law, then the Association may initiate foreclosure proceedings against the Lot by recording a notice of default (the "Notice of Default") with the County Recorder. The Notice of Default shall contain the same information as the Notice of Lien and shall be mailed in the manner prescribed by Nevada law.

12. If the Owner fails or refuses to pay the balance due and owing to the Association as set forth in the Notice of Default, including any interest, late charges, attorneys' fees or fees and costs of collection, then not less than ninety (90) days after the Notice of Default is recorded and mailed to the owner and any other parties entitled to notice under Nevada law, in the manner prescribed by Nevada law, then the Association may schedule a sale of the Lot by issuing a notice of sale (the "Notice of Sale"). The issuance of the Notice of Sale, as well as publishing and posting of the Notice of Sale shall be in compliance with Nevada law.

13. Neither the Association nor its designated agent has any obligation to accept partial payment on a delinquent assessment account. An Owner may petition the Executive Board in writing for a payment agreement to allow the Owner to make periodic partial payments on the entire balance of the assessment account. The Association has no obligation to enter into such a payment agreement. However, if the Executive Board agrees to enter into an agreement and to accept reasonable payment plan with the Owner, then the terms of any payment shall include, at a minimum:

- (a) the Owner staying current on all future accruing assessments as they come due; and
 - (b) paying off the past due balance in installments over a term not to exceed 6 months.
- Any agreement entered into with the Owner shall be reasonable, as determined by the Board, in its sole discretion and for the sole purpose of assuring that the best interest of the Association is served. The payment agreement shall be in writing and a provision shall be included that failure to meet any terms of the agreement shall give the Executive Board the right to immediately continue the collections/liens/foreclosure process without further notice to the owner.

14. A Release of Lien will not be recorded until the entire balance of the Owner's account is paid. All charges incurred in recording a Release of Lien, including reasonable attorney's fees, will be charged to the account.

15. At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, a charge of \$25.00 shall be imposed and added to the Owner's account. The Executive Board may immediately proceed with the collection process if the assessments are not paid within 10 days after notice of the dishonored check is sent to the Owner. The Association may also seek damages in accordance with the Nevada Revised Statutes.

16. If the Owner questions the accuracy of the calculation of an account or the amount charged to the assessment account, a written objection to the specific charges must be received by the Executive Board within 30 days of the date of notice sent to the Owner of the charge or balance. A telephone call will not reserve any rights. The disputed amount may remain unpaid during the investigation, but undisputed portions of the account must be paid before the delinquency date in order to avoid collection charges. No action will be taken to collect the disputed amounts until completion of the investigation and the Executive Board makes a decision. The Owner must provide the following information in writing regarding any dispute:

- (a) The Owner's name, mailing address, and account number;
- (b) the exact dollar amount in dispute or in error.
- (c) For each charge in payment dispute, an explanation of the reasons the Owner believes there is an error, with sufficient detail such as dates, names, and check numbers, so that the dispute may be investigated efficiently and effectively. If the Owner does not know the error was made, that statement may be made, but the date and check numbers, etc., must be given.
- (d) Copies of checks (both front and back), letters or other documents referred to or claimed must accompany the written objection.

17. The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect Assessments and related costs and charges, including but not limited to bringing an action in Small Claims, Municipal or District Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

18. Owners should respond in writing or make payments to the address as directed by the designated agent. If no address is given, responses and petitions should be mailed to the Association at the following address:

Carlisle Homeowners Association
C/O Cannon Management
2900 Adams Street, Suite C-200
Riverside, CA 92504

SECTION III: STANDARD VIOLATION ENFORCEMENT PROCEDURE

Your Executive Board has established the following standard procedure for addressing most violations of the Association's governing documents. In certain circumstances, at the discretion of the Executive Board, this procedure may be accelerated. The Standard Violation Enforcement procedure is as follows:

- 1st Violation - Send a violation letter to the homeowner**
- 2nd Violation (or continued violation) - Send a second violation letter**
- 3rd Violation (or continued violation) - Send notice of hearing letter**

At the hearing, the Board hears the alleged violations. If the homeowner is found to be in violation, the Executive Board will immediately assess fines in the amount of \$100 per violation. If the violation is not cured within fourteen (14) days, the violation shall be deemed a continuing violation and another \$100 fine will be imposed. Thereafter, the Executive Board may impose an additional fine in the amount of \$100 per violation for each seven (7) day period or portion thereof if the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

Those violations that threaten the health, safety or welfare of the residents, as determined by the Executive Board, will immediately result in a notice of hearing letter and subject the homeowner to fines of up to \$1,000.00 and/or legal action.

If any fine is not paid within thirty (30) days of notice of the imposition of the fine, then the Association may record a lien against the property. If the violation giving rise to the penalties is of such a nature as to threaten the health, safety, or welfare of the residents in the Association, then in addition to recording a lien against the property, the Association may initiate foreclosure proceedings against the property. See NRS 116.31162 (4)(a).

The remedies and penalties set forth herein are cumulative in nature and do not prevent the Association for taking all necessary legal action to enforce any violations of the Association's Governing Documents by injunctive relief.

SECTION IV: COMMON AREA PROPERTY RULES

A. POOL AND SPA AREA

HOURS OF OPERATION. The pool and spa area is available to residents and their guests from 8:00 A.M. to 10:00 P.M. seven (7) days a week. No one is allowed in this area at any other time. Any persons using the pool and spa area do so at their own risk. **THERE IS NO LIFEGUARD ON DUTY!**

POOL AREA KEYS. The pool and spa areas are maintained for the use of Association residents and their guests only. The pool area should remain locked at all times. **For safety reasons, report any problems with the pool gate to management immediately.** It is not permitted to loan keys to non-residents. There is a \$50.00 replacement charge for lost keys.

LIFESAVING EQUIPMENT (life ring, safety hook, etc.). Lifesaving equipment is for emergency use only.

AGE REQUIREMENTS. Children under the age of fourteen (14) may not use the pool and spa area unless accompanied by an adult (18 years or older) who will be responsible for their conduct, safety and observance of these rules. Resident's children may be accompanied by a non-resident 18 years or older. Infants and small children not toilet-trained may be brought into the pool and spa area, but are not permitted in the pool without the use of a leak proof diaper. Children under the age of seven (7) are not permitted in the spa. Please be advised that extremely hot water is potentially dangerous to young children and the elderly.

NON-RESIDENT USE. Non-residents are permitted use of the pool and spa area only if accompanied by an adult resident (18 years or older). Residents are responsible for any and all damage caused by their guests.

PROPER ATTIRE. Persons using the pool and spa must wear proper bathing attire. No street clothes or wet suits are allowed in the pool or spa.

NO SMOKING. Smoking is strictly prohibited in the pool and spa area.

NO ALCOHOL. No alcoholic beverages are allowed in the pool and spa area.

NO PETS. All dogs, cats and other pets are strictly prohibited in the pool and spa area.

NO LITTERING. Keep the areas around the pool and spa clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. in the pool and spa area when you are not in attendance.

NO GLASS. Glass or breakable containers are not permitted in the pool and spa area. Paper or plastic containers are permitted.

RESTRICTED ITEMS. No surf boards, boogie boards, balls or inflatable items are allowed in the pool except small, soft children's toys and small flotation devices.

PEDESTRIAN TRAFFIC ONLY. Pedestrian traffic only is allowed in the pool and spa area. Roller-skates, skateboards, bicycles and the like are strictly prohibited.

RESTRICTED ACTIVITIES. All persons using the pool and spa area should be considerate of others; avoiding jumping, diving, rough play, running, and dangerous, destructive or noisy activities.

POOL FURNITURE. Lounges, tables and other furniture in the pool and spa area that belong to the Association may not be removed from the area at any time.

DAMAGES. Residents will be held responsible for any damage to pool equipment, furnishings or facilities, whether caused by them, their residents, tenants or guests.

B. FITNESS CENTER

HOURS OF OPERATION. The fitness center is available to residents and their guests twenty-four (24) hours, seven (7) days a week. No one is allowed in this area at any other time. Any persons using the fitness center do so at their own risk.

AGE REQUIREMENTS. Children under the age of *fourteen (14)* may not use the fitness center unless accompanied by an adult (*18 years or older*) who will be responsible for their conduct, safety and observance of these rules.

NON-RESIDENT USE. Non-residents are permitted use of the fitness center only if accompanied by an adult resident (*18 years or older*). Residents are responsible for any and all damage caused by their guests.

FITNESS EQUIPMENT. Fitness equipment must be wiped off after use. **For safety reasons, please report any problems with the fitness equipment to Cannon Management immediately.**

NO SMOKING. Smoking is strictly prohibited in the fitness center.

NO ALCOHOL. No alcoholic beverages are allowed in the fitness center.

NO PETS. All dogs, cats and other pets are strictly prohibited in the fitness center.

NO LITTERING. Keep the areas around the fitness center clean at all times. Any unconsumed food or beverages, or related trash, should be disposed of in trash receptacles. Do not leave any food, beverages, personal items, etc. in the fitness center when you are not in attendance.

PEDESTRIAN TRAFFIC ONLY. Pedestrian traffic only is allowed in the fitness center. Roller-skates, skateboards, bicycles and the like are strictly prohibited.

RESTRICTED ACTIVITIES. All persons using the fitness center should be considerate of others; avoiding rough play, running, and dangerous, destructive or noisy activities.

DAMAGES. Residents will be held responsible for any damage to fitness center whether caused by them, their residents, tenants or guests.

SECTION V: PARKING AND TOWING

PARKING AREAS. Parking within the community is allowed in designated parking areas only. Homeowners may not modify any assigned parking space, including garages, in any way that prevents the parking of a standard sized vehicle in that space or in any way reduces the total number of parking spaces. Before parking in any open (unassigned) parking space, homeowners must first park in all of their assigned parking spaces including garages.

OPEN UNASSIGNED PARKING AREAS. Open (unassigned) parking spaces, if any, are to be used for temporary parking purposes only, by homeowners and/or their guests for a period not to exceed twenty four (24) hours. Vehicles parked in these areas for more than twenty four (24) hours are subject to being towed at the vehicle owner's expense.

SHORT TERM PARKING AREAS. Short term parking areas (ie: 10 minute parking areas), if any, are to be used for short term parking purposes only, by homeowners and/or their guests for a period not to exceed the designated times. Vehicles parked in these areas for more than the designated times are subject to being towed at the vehicle owner's expense.

RESTRICTED PARKING AREAS. Vehicles parked in other's assigned spaces, fire lanes, handicapped spaces (without proper tags), along red curbs, or along garages are subject to immediate tow at vehicle owner's expense.

INOPERABLE VEHICLES. Inoperable vehicles, including vehicles with expired tags, may not be stored on the property.

TOWING. To have a vehicle which is parked in your assigned space towed, please contact Action Towing (702) 737-9100 and request the tow. The homeowner requesting the tow must be available to meet the towing company. The towing company will require identification and proof that the parking space has been assigned to you (such as a copy of the assignment letter and/or your parking sticker).

SPEED LIMIT. The speed limit within the Association is 5 MPH. Residents must maintain a safe and reasonable speed at all times while driving on Association property.

SECTION VI: ARCHITECTURAL CONTROL

One of the primary responsibilities of the Association is to protect your property values by maintaining architectural control of the Association. Your Association has an Architectural Review Committee (ARC) as provided in the Association's governing documents.

Please remember that prior ARC approval is required before making any modifications to your property, including installation of satellite dish antennas, screen doors, etc. In the event that you make a modification to your property without proper ARC approval, you may be required to remove the improvement or return the property to its original state.

Homeowners are reasonable for obtaining prior ARC approval from Summerlin North Master Association through Summerlin Management at (702) 838-5501 (www.summerlink.com). Please know that homeowners must submit an approval letter from Summerlin North prior to submitting with Carlisle HOA.

Additionally, any homeowner who has already made unauthorized improvements please submit an ARC application for the improvement. A blank ARC application follows this notice for your convenience.

ARCHITECTURAL GUIDELINES. The ARC Committee has developed the following architectural guidelines:

SATELLITE DISHES. Satellite dish antennas will be allowed to be installed only on a tripod (or other self-standing pole) contained entirely within the homeowner's exclusive use patio area. **No satellite dish antenna, hardware or cables may be installed in any way that attaches to, pierces, or that in any way damages Association property, including roofs, eaves, siding, stucco, patios or any other building surface.** Homeowners that have already installed satellite dish antenna in any manner other than this approved method without ARC approval will be asked to remove their satellite dish antenna and repair any damage to the Association's property.

SECTION VII: MISCELLANEOUS

A. GARBAGE AND REFUSE DISPOSAL

All trash being removed from units must be taken directly to a trash enclosure and disposed of inside the trash bin provided. No trash must be left around the exterior of the buildings. The only exception to this rule is regarding the disposal of Christmas trees. Christmas trees should not be put into the dumpster areas but disposed of at city designated locations.

All trash must be placed inside the trash bins. Any items left outside of the trash bins are not subject to disposal by the refuse collection company. Large items may be disposed of by contacting the refuse collection company in advance to schedule a pick-up. Should the Association incur additional costs as a result of large items left inside or outside of the trash areas, this cost will be passed on to the owner of the unit leaving the trash.

Disposing of trash from within a living unit into the trash receptacles located in the parkways or other common areas is strictly prohibited.

Please know that any homeowner's garbage found on the grounds of the community will be considered a violation of these rules and the homeowner will be held responsible per the Association's Standard Violation Enforcement Procedure.

B. UNSECURED UNITS

Any unit left unsecured may be secured by the Association at the homeowners expense.

C. HOLIDAY DECORATIONS

Please know that all holiday decorations (Halloween, Thanksgiving, Christmas, etc.) must be taken down two (2) weeks after the holiday.

D. SURVEILLANCE VIDEO CAMERA SYSTEM

All homeowners are put on notice that the Association makes use of a surveillance video camera system to record activity in some Association common areas, including (but not limited to) the entry gate area, the clubhouse area, the mailbox area, and the pool area. **THE SURVEILLANCE SYSTEM IS NOT MONITORED!** Homeowners are responsible to advise all guests and invitees, including tenants about the surveillance system.

E. PETS

Each Owner or Resident shall be responsible at all times for: (i) keeping pets properly restrained on a leash at all times when located outside of the Unit, and (ii) immediately cleaning up any excrement or other unclean or unsanitary condition caused by his or her pet in the Unit or Common Elements.

F. HOLIDAY DECORATIONS

Please know that all holiday decorations (i.e. Halloween, Thanksgiving, Christmas, etc.) must be taken down two (2) weeks after the holiday.

G. DUTY TO INSPECT UNIT; WATER/MOISTURE INTRUSION AND MOLD

Each Unit owner is responsible for inspecting their Unit on a regular basis, not less than weekly, and must ensure that there are no plumbing leaks, wet or damp building materials or areas, moisture, musty smells, mold or mildew contamination (including, but not limited to, inside of closets and water heater closets, behind furniture, beneath cabinets and sinks, and behind bathroom fixtures).

Unit owner should make all residents and/or tenants aware that moisture is necessary for and can contribute to mold growth, and that mold and mildew can grow in the unit if the unit is not properly maintained and ventilated. Unit owner agrees to report immediately in writing (if an Association responsibility) or repair immediately (if a homeowner responsibility) any non-working window, sliding door, fan, heating, ventilation or air conditioning system.

Unit owner also agrees to report in writing to the Board of Directors, via Cannon Management, **immediately upon discovery**, any signs of mold or mildew contamination, including, but not limited to, musty smells, and any signs of water or moisture intrusion into the unit, including plumbing leaks, roof leaks, irrigation leaks (or overspray), window leaks, and overflows from kitchen, bathroom, and/or laundry facilities.

Any homeowner who fails to inspect their Unit and/or report any issue immediately in writing will be responsible to the Association and to any other homeowners that may be affected by that undiscovered or unreported issue.

Additionally, to the extent allowed by the Association's Governing Documents (including the Association's CC&Rs) homeowners will be responsible for all clean up and removal of any water and/or moisture and/or mold resulting from any intrusion into their unit, regardless of the source of the water/moisture intrusion.

SECTION VIII: NON-RESIDENT OWNERS

The Executive Board has the following recommendations for homeowners that do not reside within their condominium homes:

Address of Record: The Association maintains an "address of record" for each homeowner that represents that homeowner's mailing address for all correspondence from the Association. Homeowners that do not live within their condominium homes (such as homeowners that lease out their condominium homes to tenants) should change their address of record so that they are receiving correspondence from the Association at their primary mailing address. Otherwise the homeowner may not receive important correspondence from the Association, including invoices for monthly assessments, newsletters, election materials, delinquency notices, violation enforcement letters, or other important legal notices. To change your address of record please notify Cannon Management in writing.

Tenant Lease Agreements: Homeowners are responsible to ensure that any of their invitees, including tenants that rent their condominium home, follow the Association's rules and regulations. As such, tenant lease agreements should clearly indicate that the tenants have been provided with a copy of the Association's governing documents, including the CC&Rs, Rules and Regulations, Parking Regulations, etc., **and that the failure of the tenant to follow the rules of the Association is a breach of the lease.** Owners should, of course, consult with their real-estate attorneys on any landlord/tenant issues, including lease agreements.

Short Term Leases: Short term leases (leases with terms less than 30-days) are prohibited.

SECTION IX: CLUBHOUSE RESERVATION POLICY

HOURS OF AVAILABILITY. The Clubhouse is available for reserved use during the following hours only:
Monday through Sunday - 8:00 a.m. to 10:00 p.m.

These hours may be extended only with written approval is obtained from the Executive Board.

RESERVATION REQUIREMENTS. Only homeowners may reserve the Clubhouse for private parties.

Offsite owners who rent or lease their units relinquish their rights to use the recreational facilities. However, the Executive Board will review written applications received from offsite owners wishing to reserve the Clubhouse facilities for their own use.

All reservations are on a first-come/first-serve basis. Reservations must be made at least two weeks in advance, and homeowners may make reservations no more often that once every three months. All reservations should be made through Cannon Management or those person(s) or committees designated by the Executive Board. The total number of guests allowed at an event is ~~twenty~~ (20).

Along with a written reservation application, a refundable deposit of \$250.00 is required from the owner for each event. The deposit will be used to cover the costs of lock replacement if the clubhouse key is not returned; and to ensure that the facility is properly cleaned and the costs of repairs and/or replacements are covered if there is damage to the room or its contents.

EVENT CRITERIA. Private parties are permitted solely on the basis of their being of a personal and social nature and are not to be related to business, politics or solicitation of funds. No admission fees may be charged. Gambling or other illegal activities are prohibited. No general invitation parties may be given. The party giver must know all guests.

Reservations are accepted for use of the Clubhouse facilities only (the pool and spa areas may not be reserved). Guests at private parties are permitted to use the swimming pool and spa, however, residents have first priority for the use of these facilities, and private parties may not interfere with that right.

RESPONSIBILITIES OF EVENT'S HOST. The homeowner holding the reservation must be present at all times during a scheduled event and is responsible for the cleanliness, safety and the costs of any reparations for damages. At the close of the event, the homeowner is also responsible for ensuring that all lights, heating or air-conditioning, and appliances are turned off; and all windows and outside doors secured.

The homeowner is responsible for providing access to all guests and informing them of the Association's parking restrictions. Illegally parked cars will be towed at the vehicle owner's expense. No clubhouse guest is allowed to park in any space assigned to a homeowner. Entry gate codes or other restricted information should not be distributed to any guests.

The unit owner is held responsible for the proper conduct of any of their guests. No wet clothing, bathing suits, etc. are allowed in the Clubhouse. Smoking is prohibited in the clubhouse and all common area recreational facilities. The homeowner is responsible for ensuring that all guests follow the Association's Rules and Regulations, including all pool rules. **The homeowner is responsible for ensuring that all guests are informed in advance that there is NO LIFEGUARD ON DUTY!**

If music is included in the party's plans, it must be kept inside the clubhouse and be maintained at a level so as not to create a disturbance to any resident. In addition, the level of general party noise must be kept at a level that does not disturb any resident.

POST PARTY RESPONSIBILITIES. Owners should schedule the post party walk-through within 24 hours after the close of the party. All trash and garbage must be removed from the clubhouse and disposed of in appropriate trash bins prior to the post party walk-through.

All costs for damages and related expenses, whether material or labor, will be the responsibility of the homeowner. This includes expenses for replacement of items which have been broken, damaged or missing, with like items that have been pre-approved by the Executive Board. These expenses will be deducted from the deposit being held by the Association. Any excess expenses over the the deposit amount will be billed directly to the homeowner who reserved the space.

The Executive Board will be responsible for the resolution of any complaints regarding parties. Penalties may be assessed and could involve fines and/or restrictions of the use of the recreational facilities. Resolution of complaints may require the homeowner who made the reservation to appear before the Executive Board.

THE UNDERSIGNED HAS READ AND ACKNOWLEDGES RECEIPT OF THIS POLICY:

(Date)

(Print Name)

(Signature)

(Address)

SECTION X: COMMITTEES

The Executive Board has established the following standing committees to assist the Board in the day-to-day management of the Association. Homeowners interested in serving the Association by participating on any of these committees please contact the Association's management company.

Finance Committee

The Board tasked the committee with the following:

- Formulating the Association's annual operating budgets;
- Cash management of the Association's cash accounts; and
- Address any other financial related issues for the Board.

Rules Committee

The Board tasked the committee with the following:

- Make regular inspections of the Association and note any violations of the Association's governing documents;
- Address complaints from homeowners about residents violating the Association's governing documents;
- Make recommendations to the Board for common area improvements; and
- Address any other common area related issues for the Board.

Grounds Committee

The Board tasked the committee with the following:

- Coordinate with the Association's landscape maintenance vendor on behalf of the Association;
- Make recommendations to the Board for landscaping improvements to the Association; and
- Address any other landscaping related issues for the Board.

Social Committee

The Board tasked the committee with:

- Plan homeowner functions and events to foster a sense of community and neighborhood;
- Welcome new residents to the community on behalf of the Association; and
- Address any other social related issues for the Board.

Neighborhood Watch Committee

The Board tasked the committee with:

- Coordinate Neighborhood Watch style education and programs for the Association;
- Coordinate with the Association's patrol service vendor (if any) on behalf of the Association;
- Make safety and/or security recommendation to the Board of Directors; and
- Address any other safety and/or security related issues for the Board.

ARC Committee

The Association's governing documents task the committee with:

- Prepare and promulgate Architectural Committee Rules and guidelines;
- Review and consider all ARC applications for approval or disapproval; and
- Address any other architectural control related issues for the Board.

Additionally, the Executive Board may, from time to time, establish a temporary, single purpose committee to assist the Board address some issue before the Executive Board.

CARLISLE HOMEOWNERS ASSOCIATION APPLICATION FOR ARCHITECTURAL APPROVAL

GENERAL INFORMATION:

Homeowner(s) Name: _____

Property Address: _____

Mailing Address (if different): _____

Daytime Phone: _____ Evening Phone: _____

Work Start Date: _____ Estimated Completion Date: _____

BRIEF DESCRIPTION OF IMPROVEMENT:

To avoid delays, please attach as many additional pages as needed to properly describe the improvement to the Architectural Committee (ARC), including plans, sketches and/or diagrams showing all colors; dimensions, materials, location on the lot, etc.

Important: ARC approval in no way relieves the homeowner of the responsibility for proper drainage. Additionally, obtaining approval from the ARC Committee does not remove the obligation of the applicant to obtain the necessary approvals from the applicable municipal or governmental agency, nor does approval from the ARC Committee guarantee approval from any other agencies.

Disclaimer: By granting approval of an ARC application, the ARC Committee makes no warranties or claims regarding the structural integrity of the plans, drawings and specifications or that the improvement if completed consistent with the plans, drawings and specifications is free from defects. Homeowners are responsible for obtaining prior ARC approval from Summerlin North Master Association through Summerlin Management at (702) 838-5501 (www.summerlink.com). Please know that homeowners must submit an approval letter from Summerlin North prior to submitting with Carlisle HOA.

Signatures of Applicant(s):

_____ Date: _____

_____ Date: _____

THIS SPACE FOR ARCHITECTURAL COMMITTEE USE ONLY

Homeowner's Account Number is _____.

This application has been assigned ARC File Number _____.

The Architectural Committee has determined that this application is:

_____ **APPROVED** (Subject to compliance with Association's CC&R's and By-Laws and approval by all applicable local, state, and federal agencies.)

_____ **DISAPPROVED AS SUBMITTED FOR THE FOLLOWING REASONS:**

- (A) Improvements detrimental to the surrounding properties as a whole
- (B) Improvements not in harmony with the surrounding structures
- (C) Improvements unreasonably interfere with other existing lots
- (D) Improvements will be a burden on the Association
- (E) Application incomplete; specifically: _____

Signature of ARC Member:

_____ Date: _____

CARLISLE HOMEOWNERS ASSOCIATION NEIGHBOR AWARENESS STATEMENT

Note: To avoid delays, please include a Neighbor Comment Statement for every neighbor that is affected by your planned improvement. Your neighbor's response is for information purposes only. You may be approved or denied regardless of your neighbor's input.

NEIGHBOR INFORMATION:

Neighbor Name(s): _____

Neighbor Address: _____

Daytime Phone: _____ Evening Phone: _____

APPLICANT INFORMATION:

Applicants Name(s): _____

Property Address: _____

In relation to our residence, the neighbor's residence is (please circle one):

North South East West Above Below Other: _____

BRIEF DESCRIPTION OF IMPROVEMENT:

NEIGHBOR COMMENT:

We have reviewed the plans being submitted for architectural approval by our neighbor. Our evaluation of the proposed improvements shown on the plans is as follows:

_____ **WE DO NOT** find the proposed improvements objectionable

_____ **WE DO** find something objectionable about the proposed improvement, specifically:

Signatures of Neighbor(s):

_____ Date: _____

_____ Date: _____

**CARLISLE HOMEOWNERS ASSOCIATION
NOTICE OF COMPLETION FORM**

GENERAL INFORMATION:

Homeowner(s) Name: _____

Property Address: _____

BRIEF DESCRIPTION OF IMPROVEMENT:

NOTE: Please use this form to let the Architectural Committee know when approved improvements are completed so that the committee may make a final inspection of the improvements and confirm conformity with the approved plans.

NOTICE OF COMPLETION AND PERMISSION TO INSPECT:

On _____ (completion date), I completed the improvements to my property as described in my approved plans. The Architectural Committee has my permission to make a final inspection of the improvements.

Signatures of Applicant(s):

Date: _____
Date: _____

THIS SPACE FOR ARCHITECTURAL COMMITTEE USE ONLY

Homeowner's Account Number is _____.
This application has been assigned ARC File Number _____.

The Architectural Committee has made a final inspection of the improvements and find that the improvements:

_____ **ARE** in conformity with the approved plans.
_____ **ARE NOT** in conformity with the approved plans; specifically: _____

Signature of ARC Member:

Date: _____

FACILITY USE AGREEMENT (INDEMNITY AND HOLD HARMLESS)

I, _____ ("Owner"), a member of CARLISLE HOMEOWNERS ASSOCIATION ("Association"), request the Association allow me to use the Association's Clubhouse ("Facility") on _____, 20____, for _____ ("Event") pursuant to the terms and provisions of this Agreement and in accordance with the Association's common area rules and regulations, including the Association's Recreational Clubhouse Policy (Attached). In connection therewith, I agree as follows:

RELEASE FROM LIABILITY

I hereby fully RELEASE, WAIVE AND DISCHARGE the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS, DAMAGES, ACTIONS AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON ACTIVE OR PASSIVE NEGLIGENCE AND/OR WRONGFUL DEATH, based on, arising out of or in connection with the Event as well as my, my family members and guests' use of the Facility.

INDEMNIFICATION

I hereby agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES ("Claims"), based on, arising out of or in connection with the Event as well as my, my family members and guests' use of the Facility.

RESPONSIBILITY FOR OTHERS

Owner agrees that all of Owner's duties hereunder regarding RELEASE FROM LIABILITY, INDEMNIFICATION OR OTHERWISE PROTECTING THE ASSOCIATION FROM LIABILITY OR LIMITING OR WAIVING THE ASSOCIATION'S LIABILITY APPLY EQUALLY TO EACH AND EVERY PERSON OR INDIVIDUAL USING THE FACILITY IN CONNECTION WITH THE EVENT. Accordingly, as between the Association and Owner, OWNER (and not the Association) shall be responsible for any and all such persons/individuals and SHALL DEFEND, INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS BY SUCH PERSONS OR INDIVIDUALS AND FROM ANY CLAIMS BY OTHER USERS OF THE FACILITY ARISING OUT OF THE USE BY OR THE ACT OR OMISSIONS OF OWNER, OWNER'S FAMILY MEMBERS AND/OR GUESTS.

PERSONAL AGREEMENT

This Agreement is personal to the Owner and is nonassignable and nontransferable.

LEGAL FEES

In the event an action is brought by any party for breach or interpretation of this Agreement, the prevailing party shall be awarded all costs and expenses of suit, including reasonable attorneys' fees.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THIS AGREEMENT.

(Date)

(Print Name)

(Signature)

(Address)