

NOT AN

DESERT INN ESTATES OWNERS ASSOCIATION AMENDED AND RESTATED
DECLARATION of COVENANTS, CONDITIONS, and RESTRICTIONS

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "**Declaration**") is made this 28th day of January, 2000 A.D., by **DESERT INN ESTATES OWNERS ASSOCIATION**, on behalf of the membership thereof.

WITNESSETH:

The Homeowners Association (defined herein) operates on democratic principles. The success of the community depends on the efforts of its Members and their willingness to participate in the process. An effective association requires that each Member make a commitment to the community of time, effort and money to preserve the character of the community and the value of the homes within.

WHEREAS, on or about October 18, 1978, Nevada Savings & Loan Association, as Developer and original Declarant recorded a Declaration of Conditions, Covenants and Restrictions (the "CC&Rs") with the Clark County Recorder's Office in Book No. 958, Instrument No. 917526, which instrument sets forth, among other things, the use restrictions, architectural control provisions and enforcement rights related thereto of the Declarant and the Owners. Such CC&Rs were amended by amendment (the "Amendment") recorded on October 25, 1989, in Book 891025, as Instrument No. 00738 with the Clark County, Nevada, Recorder's Office. By recording of this Declaration, the Association, on behalf of the Membership of same, and amendment being made in accordance with the governing documents of the Association, the Association hereby amends and restates said CC&Rs and the Amendment, which Property described in the CC&Rs shall hereafter be subject to all rights and obligations of this Declaration in an effort to maintain a residential manufactured home community with permanent grounds, open spaces and other common facilities for the benefit of the Owners and the community, which shall be deemed a planned community; and

WHEREAS, **DESERT INN ESTATES OWNERS ASSOCIATION** desires to provide for the preservation of the values and amenities in said community and for the maintenance of said grounds, open spaces and other common facilities and to this end, desires to subject the real property described herein, together with such additions as may hereafter be made to this Declaration, the easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

WHEREAS, it was deemed advisable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and charges heretofore and hereinafter created; and

WHEREAS, on September 14, 1993, **DESERT INN MOBILE ADULT ESTATES OWNERS ASSOCIATION**, caused its name to be changed with the Secretary of State of Nevada to **DESERT INN ESTATES OWNERS ASSOCIATION**, a nonprofit corporation, which is currently incorporated under the laws of the State of Nevada for the purpose of exercising the functions herein;

NOW, THEREFORE, DESERT INN ESTATES OWNERS ASSOCIATION declares that the real property described in Article II hereof, and such additions thereto as may hereafter be brought within the terms of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to Covenants, Conditions, Restrictions, easement, charges and liens (sometimes referred to as "Covenants and Restrictions") hereafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1: The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to DESERT INN ESTATES OWNERS ASSOCIATION.

(b) "Property or Properties" shall mean and refer to the real property described in ARTICLE II, and such additions thereto as may hereafter be brought within the terms of this Declaration or any Supplemental Declaration. (See description of Properties set forth within Exhibit "A" attached hereto.)

(c) "Common Properties" shall mean and refer to those areas of land designated as common areas on the Properties described in Article II, and such other additions thereto as may hereafter be brought within the terms of this Declaration or any Supplemental Declaration.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. At least one occupant of each Lot must be 55 years of age or older.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 and 3, hereof.

(g) "Mortgage" shall mean the conveyance of an interest in any Lot or other portion of the Properties to secure the performance of an obligation, which conveyance shall be void upon the due performance of said obligation.

(h) "Mortgagee" shall mean a person or entity to whom a Mortgage is made.

(i) "Mortgagor" shall mean a person or entity who mortgages his/her or its property to another, i. e., maker of a mortgage; and

(j) **"Deed of Trust"** shall mean and be synonymous with the word **"Mortgage"** and the same may be used interchangeably with the same meaning; and likewise the word **"Trustor"** shall be synonymous with the word **"Mortgagor"** and the word **"Beneficiary"** shall be synonymous with the word **"Mortgagee."**

(k) **"Sale"** Shall mean the recordation of a deed to convey title to a new Owner, or execution of contract of sale by seller and purchaser.

(l) **"Assessment Period"** Shall mean the annual periods as set forth in **Article VI, Section 3** of this Declaration.

(m) **"Declaration"** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions and any supplemental Declaration of Covenants, Conditions and Restrictions applicable to the Properties hereafter recorded in the office of the Recorder of Clark County, Nevada.

(n) **"Contract of Sale"** Shall mean and refer to installment sales contract wherein a purchaser takes possession of a Lot prior to a deed being conveyed, but upon conveyance, all the obligations of the Contract merge into the Deed.

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DOCUMENT
ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO

Section 1 Property The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the State of Nevada, County of Clark, and is more particularly described in: **Exhibit "A"** attached hereto and incorporated herein.

Section 2. Mergers Upon a merger or consolidation of the Association with another Association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, or otherwise be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another Association may, by operation of law, or otherwise, be added to the properties, rights and obligations of the Association's as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided. Any such merger or consolidation shall have the assent of two-thirds (2/3) of the eligible Members.

Section 3. Easements

(a) The Common Properties shall be owned by the Association in fee simple for the use, enjoyment and convenience of the Owners and shall contain the walkways, recreational areas, storage and trash areas, and all other areas not a part of the Lots. Each Lot and its Owner within the Properties is hereby declared to have a non-exclusive easement over all of the Common Properties and such easement is hereby granted, transferred and conveyed to all Lot Owners for the benefit of the Lots, the Owners of the Lots, and each of them and for their respective families, guests and invitees for all of the purposes and uses hereinabove set forth and without limiting the generality of the foregoing, for recreational purposes and use and for ingress and egress over and

through the Common Properties. In furtherance of the establishment of this easement, the individual deeds to the Lots may, but shall not be required to, set forth the foregoing easements:

(b) Each Lot and its Owner within the Properties is hereby declared to have an easement and the same is hereby granted over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original constructing, settlement or shifting; provided however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred on any Lot that is partially or totally destroyed, and then repaired or rebuilt. The Owners of each Lot agree that minor encroachment over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP Every Owner of a Lot which is subject to these Covenants, Conditions and Restrictions shall be a Member of the Association, and such ownership shall be the sole qualification for Membership provided that any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be entitled to Membership because of the interest held merely as a security for the performance of an obligation. There shall be only one voting interest for each Lot.

The Membership held by an Owner of a Lot shall not be transferred, except upon the sale of such Lot, and then only to the purchaser of such Lot, the Membership being appurtenant to such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the Membership in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new Membership to the purchaser, and thereupon the old Membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

Section 2. Voting Rights The Association shall have one class of voting Membership.

Members shall be all those Owners as defined in **Article I, Section 1**. Members shall be entitled to one vote for each Lot for Annual Elections only in which they hold the interest required for Membership by **Section 1**. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot will be exercised, as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. If a Lot Owner will not be able to attend any meeting he may use a proxy, or absentee ballot, except no proxy may be used in the case of the election of Directors. Only one (1) Member per Lot may serve on the Board of Directors at the same time. All Members may serve and fully participate on all committees without reservation.

Section 3. Suspension of Membership During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the recreational facilities of such Member shall be suspended until such assessment has been paid. Such rights of a Member and Members of the household may also be suspended, after notice and hearing, for a period not to exceed 60 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities. The suspension of such rights shall be in addition to any fines imposed by the Association.

ARTICLE IV

DUTIES OF THE ASSOCIATION AND ASSESSMENTS

Section 1. Duties of the Association. In addition to the powers delegated to it by its Articles of Incorporation, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all of the Common Properties and all facilities, improvements and landscaping thereon, and all private streets and all property acquired by the Association;

(b) Maintain in good repair the exteriors, including roofs, of all buildings situated within Common Properties;

(c) Maintain all landscaping and walkways on the Common Properties;

(d) Pay any and all real and personal property taxes and other charges assessed against the Common Properties;

(e) Have the authority to obtain, for the benefit of all the Common Properties, all water, gas, electric power, gardening service and refuse collections; nothing contained in this sub-paragraph shall be construed to impose any obligation on the Association to remove garbage or rubbish from any individual residence;

(f) Grant easements where necessary for utilities and sewer facilities over the Common Properties and the Lots;

(g) Maintain policies of liability insurance, insuring the Association and its agents, guests and invitees and the owners of the Lots against liability to the public or to said owners, their guests and invitees incident to the Ownership or use of the Common Properties, in the amount of not less than \$1,000,000.00 covering all claims for personal injury and \$300,000.00 for property damage arising out of a single occurrence, such coverage to include protection against liability for non-owned and hired automobile, and liability for property of others. Said limits shall be reviewed at intervals of at least (3) years and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent;

(h) Maintain a policy or policies of fire and such other causalities insurance as the Association may deem necessary upon all of the improvements upon the Common Properties, in such and with such companies as the Association may determine, which policies shall, among other things, provide for a Loss Payable Endorsement to the Association. Upon the occurrence of any casualty loss resulting in damage to any of said improvements, the Association shall, using such proceeds as are available to it from such insurance policies, immediately cause said improvements to be rebuilt as to restore them as nearly as possible to their original condition;

(i) Maintain its funds in a trust account and render to its Members a certified annual accounting along with the provision to Members of budgets and budget reserves as may be required by Nevada law; also provide Fidelity insurance in an amount equal to one hundred and fifty (150%) percent of the monthly operating budget to protect against dishonest acts on the part of the officers, directors, trustees and employees of such Association;

(j) The Board shall adopt, amend and publish the Bylaws and establish Rules and Regulations as the Association may deem reasonable in connection with the use and maintenance of all of the Properties and Common Properties, with such Rules and Regulations being altered or amended from time to time as the Association may see fit, all in accordance with Nevada law.

1. The Bylaws or Rules and Regulations may also be amended by the Membership. A written request for a specific amendment, signed by not less than ten (10%) percent of Lot Owners, must be presented to the Board.

2. The proposed amendment(s) will be included for discussion at an informational meeting that will be published in the "Roadrunner" or other circular distributed to the Owners. Specific dates for the informational meeting and the voting day will be included on the same notice. The voting day must be held not less than ten (10) days or more than thirty (30) days after the informational meeting. An affirmative vote of two thirds (2/3) of eligible Members voting will be required for passage.

3. The counting of votes for amendments shall be conducted in the clubhouse. All Members may observe the vote count.

4. Any proposal or amendment, once voted on, may not be resubmitted for consideration for a period of not less than one (1) year after any rejection thereof.

5. A copy of the Bylaws and Rules and Regulations shall be:

- (a) Maintained in the office of the Association and be available for inspection at all reasonable times.
- (b) Given to each prospective Owner by a Member selling his/her Lot to a third party prior to the close of escrow on such Lot.

6. The Bylaws and Rules and Regulations shall be binding upon each and every Owner. No amendment of the Bylaws or Rules and Regulations shall be effective until thirty (30) days after the distribution of the amendment either by hand delivery or by mailing to the Lot owners, or to such address designated by the Owner.

(k) Provide that each Member of the Executive Board shall within ninety (90) days after election or appointment certify in writing that he has read and understands to the best of his ability, the governing documents of the Association and the provisions of NRS 116.

(l) May employ a professional management firm or agency, if necessary, for the purpose of performing any and all of the foregoing duties.

(m) In no event shall the Association enter into any contracts which shall bind it for a period in excess of one (1) year unless reasonable cancellation provisions are included in the contracts. Except for the purchase of equipment, said purchase shall be authorized by the Board of Directors and shall not bind the Association in excess of three (3) years.

(n) Have the right to ingress and egress in and to all the Lots for the above purposes.

(o) In its discretion, obtain for the benefit of all Members of the Association domestic water service and to pay such charges as shall be required by the appropriate agency or authority for such services, and that cost thereof shall be assessed to and become a lien upon the premises to which such service is rendered, and each Member will pay the Association the amount of such charge in the time and manner set forth in sub-paragraph (a) of Section 5 of Article VI of this Declaration and that payment thereof may be enforced in the manner set forth in sub-paragraph (b) of Section 5 of Article VI of this declaration. In the exercise of its

discretion, the Association shall provide a bond in the amount required by the appropriate agency or authority to insure to the same agent or authority that payment will be made for the charges incurred for the services by such agency or authority.

(p) Shall require that in the event water meters are provided for each individual Lot, the Owner shall become responsible and shall assume the cost for water use, maintenance and services affiliated with such said water line and service.

(q) Shall cause all Board members, employees and any others with fiscal responsibilities to be bonded.

(r) Within thirty (30) days after the budget adoption, the budget or summary, will be provided to all Lot Owners and a date will be set for a membership ratification meeting. Unless a majority of all Association Lot Owners (289) reject the budget at that meeting, the budget is ratified whether or not a quorum is present.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easement of Enjoyment Subject to the provision of Section 3, Members shall have the right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant in and to the Common Properties and such easement shall be appurtenant to and shall pass with the Title to every Lot.

Section 2. Title to the Common Properties The Association as of the date of this Declaration holds fee simple title to the Common Properties free and clear of all encumbrances.

Section 3. Extent of Members' Easements The rights and Members' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties, and in aid thereof, with the assent of two-thirds (2/3) of all eligible Members.

(b) The right of the Association to transfer all or any part of the Common Properties is subject to the assent of two-thirds (2/3) of all eligible Members in advance of any action taken. The Board of Directors shall record an instrument transferring all or part of the Common Properties after the prior approval. Said recorded instrument is to be signed by two-thirds (2/3) of the existing Members of the Board of Directors.

(c) The right of the Association to dedicate all or any part of the Common Properties is subject to prior approval of two thirds (2/3) of the Board of Directors followed by a meeting and vote of the Members according to the procedures outlined in the Bylaws **Article IV Section 5c.**

Written notification, agenda, Membership meeting and Membership vote are required.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments The Owner of any Lot by acceptance of deed or execution of a contract of sale, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to be covenant and agree to pay to the Association or its designated representative:

- (1) Monthly assessments or charges, which will be equally assessed for each Lot.
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, which will be equally assessed for each Lot.

The monthly and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, but the said personal obligation shall not pass to his successors in title unless expressly assumed by them or authorized by Nevada law.

Section 2. Purpose of Assessments The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Properties.

Section 3. Maximum Monthly Assessment

(a) The maximum monthly assessment may be increased each year not more than (10%) percent above the maximum assessment for the previous year without a vote of the eligible Membership.

(b) The maximum monthly assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of the eligible Members who are voting in person, by proxy or absentee ballot at the meeting duly called for this purpose. Written notice shall be delivered to all Members not less than ten (10) days nor more than thirty (30) days in advance and shall set forth the reasons for the proposed increase above ten (10) percent.

(c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum increase as set forth above.

Section 4. Special Assessments for Capitol Improvements In addition to the monthly assessments authorized by Section 3 hereof, the Association may levy in any assessment period a special assessment applicable to that period only, for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the eligible Members who are voting in person, proxy or absentee ballot at a meeting duly called for this purpose. Written notice shall be mailed to all Members not less than ten (10) days nor more than thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5.

(a) The Association shall also have the authority, through the Board of Directors, to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditures of time, money or both, by the Association for repair or remedy. Each Lot within said Subdivision shall be subject to a lien to secure all assessments levied as provided in this Section 5 and by acceptance of a conveyance to him of a Lot within said Subdivision, each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on the Lot described in such conveyance to him within ten (10) days after receipt of an invoice for the same, and further covenants that if said such charge is not paid within thirty (30) days from the date that said invoice is deposited, postage prepaid in the United States mails, in an envelope addressed to such Owner at the address of the Lot and to such address as said Owner shall have designated, the amount of such charge shall become a lien upon said Owners Lot and shall bear interest from the due date at the rate of ten (10%) percent per annum and shall continue to be a such a lien until fully paid. Each Owner grants to the Association, the right and power to bring civil action against such Owner for the collection of such charge and to record a Notice of Claim of Lien in the Office of the County Recorder of Clark County, Nevada, which notice shall state therein the amount of such claim, the date when the same was due, a description of the Lot against which the same has been assessed, and the name of record or reputed Owner thereof and to be signed by an Officer of the Association. Upon payment or other satisfaction of such assessments, the actual cost expended or required to be expended in connection with recordations of or other expenses related to said notice, the Association shall record a further notice stating the satisfaction and release of the lien thereof.

(b) Each lien established pursuant to the provisions of this Declaration by the recording of a notice of a claim of lien may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the Owner to pay such assessment in accordance with it's terms, and such sale to be conducted in accordance with the provisions of NRS 116 or any other manner permitted by law. In any such action, the Association shall be entitled cost, including reasonable attorney fees.

(c) By accepting a conveyance to him/her of a Lot within such Subdivision, each Owner, for him/herself, his/her heirs, successors and assigns, covenants that, in the event that there shall be a failure to maintain said Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, or if such Owner shall alter said premises before submission of plans thereof to the Board of Directors as provided in **Article VIII** hereof, the Board of Directors shall have the right, through agents and employees of the Association, to enter such Lot and to repair, maintain, rehabilitate and to restore the premises or any improvements thereon, and that cost thereof shall be assessed to and become a lien upon the premises so repaired, maintained, rehabilitated or restored and that he/she will pay to the Association the amount of said charge in the time and manner set forth in **Sub-paragraph (a) of this Section 5** and that payment thereof may be enforced in the manner set forth in **Sub-paragraph (b) of this Section 5**; or if such Owner shall fail to pay the charge imposed by the County of Clark for any sewer service or other service supplied by the said County of Clark or if such Owner shall fail to pay the charge for service by any utility or other corporation or person for any type of service and such failure shall result in another Owner in said Sub-division being deprived of such service, the Association may pay such charge or charges and the amount so paid shall be assessed and become a lien in favor of the Association upon the premises to which such service was supplied and such Owner shall pay the same to the Association in the time and manner set forth in **Sub-paragraph (a) of this Section 5** and that payment thereof shall be enforced in the manner set forth in **Sub-paragraph (b) of this Section 5**.

Section 6. Monthly Assessments:

The monthly assessments provided for herein shall commence on the first day of the month. Late fees shall accrue after the 15th day of each month.

Section 7. Duties of the Board of Directors

The Board of Directors shall fix the amount of assessment in a manner set forth herein, which assessment shall be equal for each Lot.

Such assessments levied pursuant to this Article VI shall be submitted to each Owner. The Association shall upon demand at any time furnish to any Owner liable for such assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: Personal obligation of the Owner: The liens: Remedies of the Association:

If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then said assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof be as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and it shall also be the personal obligation for the statutory period and shall not pass to his/her successor in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, or proceed with such other remedies herein enumerated, and there shall be added to the amount of such assessments the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained against the Owner, such judgment shall include interest on the assessment as above provided, reasonable attorneys fees incurred in obtaining such judgment, together with the costs of the action.

Section 9. Subordination of Lien to Mortgages

The Lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or contract holder. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such foreclosure sale or transfer in lieu thereof, unless collection of same is expressly authorized by Nevada law. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Mortgage Protection

No breach of the Covenants, Conditions and Restrictions in this Declaration, nor the enforcement thereof, or of any lien provision herein, shall defeat or render invalid the lien of any mortgage, or deed of trust made in good faith and for value. However, all of the Covenants, Conditions and Restrictions in this Declaration shall be binding upon any Owner whose title is derived through foreclosure, or any proceedings or act taken in lieu thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use;

(b) All properties as defined in **Article I, Section I** hereof; notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII PARTY WALLS

Section 1. Each wall which is constructed as a part of the original construction on the sub-divided property and any part of which is placed on the dividing line between separate Lots in said Subdivision shall constitute a party wall and, in the event that such a wall was not placed exactly on the dividing line between separate Lots, it shall be maintained in the location originally constructed, and with respect to such wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

Section 2. Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration In the event of any dispute arising concerning a party wall, binding arbitration procedures will be pursued according to Nevada law, in lieu of the commencement of an action before the courts.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee No building, fence, wall or other structure or material improvement shall be commenced or erected upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association after reviewing the recommendation by the Architectural Chairman appointed by the Board.

In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the addition, alterations or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with, subject to limitations in **Article IX, Section 8.**

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ARTICLE IX
MISCELLANEOUS COVENANTS

In addition to all other Covenants contained herein, the use of the Properties and each Lot therein is subject to the following:

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Section 1. None of the Lots shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any such Lot other than a single family manufactured home dwelling and such necessary or desired utility building(s), and no such structure shall exceed the height above the ground level as originally constructed and no manufactured home on any Lot shall be smaller in size than twelve (12) feet wide and forty (40) feet long, subject to conditions of **Article IX, Section 8.**

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Section 2. Lot Owners may engage in small service-oriented and neighbor-to-neighbor for profit activities (examples: minor home repair, Lot maintenance, seamstress, housekeeping and companion services, etc.). These activities must be primarily to serve the needs of the Association residents.

The following conditions/prohibitions will apply:

- (1) All required equipment and materials must be stored in a shed on the homeowners Lot and must not present any danger to neighboring Lots. Equipment which cannot be stored in a shed must be stored off Estates grounds.
- (2) Such activities requiring permits, licenses or other approvals required by municipal authorities shall be obtained before any such activities shall take place. Work hours, noise levels and material storage must comply with Clark County codes and the rules and regulations of the Association.
- (3) No outside clients will be allowed on Estates grounds with the exception of real estate clients.
- (4) No commercial child care or baby sitting is allowed on the Estates.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Properties or any Lot except one sign for each building site of no more than eighteen (18) inches by twenty-four (24) inches advertising the property for sale or rent. Additionally, political signs not larger than twenty-four (24) inches by thirty-six (36) inches may be displayed prior to an election and removed from the Lot immediately after an election.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood or which shall in any way interfere with the quiet enjoyment of each of the Owners of his/her respective unit, or which shall in any way increase the rate of insurance.

Section 5. No machinery, dump trucks, stake trucks, building materials, junk, debris or similar property shall be parked, stored or kept on any Lot or street within or adjoining the Subdivision. No short wave radio equipment shall be operated on or from any Lot nor shall any aerial be constructed on any Lot, without the prior written consent of the Association. No unregistered vehicle may park on any street.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept on the Lots provided that they are not kept, bred or maintained for any commercial purposes or in unreasonable numbers, which determination shall be made in the sole discretion of the Board. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in an annoyance or are obnoxious to residents in the vicinity and, in any event, the Lot Owner shall be absolutely liable to each and all remaining Owners, their families, guest and invitees, and to the Association, for any and all damage to property brought upon the Lots or the Common Properties by any Lot Owner or by Members of his/her family, guest or invitees.

Section 7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavation or shafts be permitted upon the surface of any Lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. No building addition, accessory, fence wall or other structure or improvement shall be commenced or erected on any Lot, nor shall any addition on or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, color, materials, floor plans, location of such structure or improvement have been submitted to and approved in writing by the Board of Directors. Any open space between a manufactured home and the ground surface shall be skirted. In addition, each Owner must install and maintain a carport cover and patio or porch cover. The patio or porch cover will be based on the design of the manufactured home. Garages are permitted on the carport side with the approval of the Architectural Committee. They must be built in accordance with the laws and municipal codes of Clark County, Nevada.

Section 9. No permanent or temporary structure or manufactured home shall be permitted, maintained or constructed on any Lot closer than ten (10) feet to the front of any Lot, nor closer than five (5) feet to the side of any Lot nor closer than twenty (20) feet from the rear property line excepting where a building setback line is shown otherwise on the recorded plat. Not more than one (1) single family manufactured home or living area shall be permitted, maintained or constructed upon any Lot in said Subdivision.

Section 10. No manufactured home may be placed on any Lot until approved in writing by the Association as to location, size, condition and appearance. Each manufactured home shall have complete sanitary facilities, including, among others, a lavatory, toilet, tub or shower and kitchen sink and shall be connected to sewage outlets in conformity with State health requirements.

Section 11. If a homeowner owns a recreational vehicle, utility trailer or boat, it may be parked in the RV storage lot, provided space is available. A homeowner may park an RV, utility trailer or boat at the rear of their paved driveway provided there is sufficient space to park a full size vehicle at the front of the driveway. Written notification of such parking arrangements must be filed at the Association office prior to RV parking.

Section 12. A homeowner or his/her guest may not park a vehicle in front of their neighbor's home without the Owner's permission and they must be available to move the vehicle if the neighbor requires the space.

Section 13. Recreational vehicles may not be parked on the street with the following exception: An unoccupied RV may be parked in front of a home owner's/occupant's Lot for pre-trip preparation and post-trip unloading and cleaning. Prior to an Owner parking an RV on the street for more than 18 hours, the Owner shall provide to the Association Office notice of his intent to park on the street for more than 18 hours. Parking may not exceed seventy-two (72) hours. Abuse of this privilege will be subject to a fine.

Section 14. Moving vans, trucks, flatbed trailers, etc. must be loaded or unloaded between the hours of 8 A.M. and 10 P.M. Parking of such vehicles within the park may not exceed seventy two (72) hours.

Section 15. Each Lot Owner or other occupant shall park or keep such Owner's or Occupant's motor vehicle only on the surfaced driveways of such Lot, or on the street in front of such Lot. No vehicle which is under major repairs shall be parked or kept on any Lot or any street within or adjoining the Sub-division. Minor repairs shall be done only within the covered area of the driveway.

Section 16. All rubbish, trash and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon. All clotheslines, woodpiles and stored materials shall be prohibited unless obscured from view of adjoining Lots, driveways and streets by a fence or appropriate screen approved by the Architectural Committee. Refuse containers in good condition plus those containers required for recycling may be maintained on the carport or patio at a point that is to the rear of the side steps/deck or to a point farthest away from the street.

Section 17. Each Owner of A Lot shall pay any real and personal property taxes or charges assessed against his/her respective Lot and the utility charges for said Lot and all cost of maintaining said Lot and dwelling unit.

Section 18. The respective Lots shall not be rented by the Owners thereof for transient or hotel purposes which will be defined as:

(a) Rental for any period less than thirty (30) days.

(b) Any rental if the occupants of the Lot are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service.

Other than the foregoing obligations, the Owners of the respective Lots shall have the absolute right to lease same provided that said lessee is made subject to the Covenants Conditions and Restrictions, and limitations and uses contained in this Declaration and, further, subject to the Articles of Incorporation and the Bylaws of the Association. Any Owner who leases said property where lessee fails to comply with any of the covenants, conditions and restrictions, limitations and uses within this Declaration, or does not comply with the Articles of Incorporation or Bylaws of the Association, such Owner shall be considered in default of said Declaration, Articles of Incorporation or Bylaws of the Association and shall be responsible and obligated to pay any fines and liens imposed as a result of the acts or inaction of the tenant(s).

Section 19. Each Owner of a Lot shall maintain the improvements thereon so that the same shall at all times reflect prompt quality repair and upkeep. Lots must be landscaped and be free of weeds and errant grass. While desert landscaping is encouraged, lawns are permitted. Lawns must be well groomed and maintained. Owners are responsible for maintaining the street in front of the Lot, and their respective Lot free of spilled automotive fluids, paints, stains, solvents and like materials. In the event the Lot Owner fails to maintain the improvements and grounds as set forth, the Association may take corrective action at the Owner's expense.

Section 20. Any Member may delegate, in accordance with the Bylaws of the Association, his/her right of enjoyment to the Common Area and the facilities to the Members of his/her family, or to his/her tenants who reside on the property. Any Member who delegates his/her right of enjoyment to tenants shall forfeit his/her right of enjoyment during said delegation.

Section 21. The rights and duties of the Owners of Lots within said subdivision with respect to the sanitary sewer and water, electricity, gas and telephone shall be governed by the following:

(a) Wherever joint sanitary sewer house connections and/or joint water house connections or electricity, gas or telephone lines are installed within the said Sub-division, which connections, or any portion thereof, lie in or upon Lots owned by other than an Owner of a Lot served by said connections, the Owner of any Lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary, therefore, to enter upon Lots or to have the utility companies enter upon Lots within the said Sub-division in or upon which the said Sub-division in or upon which said connections or any portion thereof, to repair and generally maintain said connection as and when the same may be necessary as set forth below.

(b) Whatever joint sanitary sewer house connections and/or joint water house connections electricity, gas or telephone or other lines or other services are installed within said Subdivision, which connections serve more than one Lot, the Owner of each Lot served by said connection is hereby granted an easement over each Lot which will be traversed by said connection or service line for the full use and enjoyment, including the right to repair, maintain and replace such connection or service line as services the Lot owned by each Owner so that each Lot may be properly served.

(c) In the event that any portion of said connection or line is damaged or destroyed through the act of an Owner of a Lot being served by said connection, or any of his/her agents or guests or Members of his/her family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection, of the full use and enjoyment of said connection, then the first of such Owners shall forthwith proceed to replace or repair the same to as good a condition as formerly without cost to the other Owners served by said connection.

(d) In the event any portion of said connection or line is damaged or destroyed by some other cause other than the act of any of the adjoining Owners, his/her agents, guests or members of his/her family (excluding ordinary wear and tear and deterioration from lapse of time) then in such event if such damage or destruction shall prevent the full use and enjoyment of said connection by the Owner of a Lot served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good condition as formerly at their joint and equal expense, and if such Owners fail to do so, the Association may proceed to replace or repair the same and charge the cost thereof to the Owners therefore so deprived, in the same manner as an assessment pursuant to **Article VI Section 5.**

(e) In the event of a dispute between Owners with respect to the repair or rebuilding of said connection or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to binding arbitration as outlined in **Article VII, Section 5**. The matter shall be arbitrated in accordance with Nevada Law.

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**ARTICLE X
GENERAL PROVISIONS**

Section 1. Amendment The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The Covenants, Conditions and Restrictions of this Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds (66 2/3%) percent of the Lot Owners. Any amendment must be properly recorded.

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Section 2. Notices Any notices required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant, Condition and Restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Owner to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Fines Any fines levied by the association will not exceed the maximum allowed by current or future laws.

Section 5. Construction The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan in the manufactured home residential community and for the maintenance of community areas. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions hereof.

Section 6. Severability Invalidation of any one of these Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 7. Adult Occupancy It is the intent of the Association to comply with the Fair Housing Act of 1988, and to provide housing intended and operated for occupancy by at least one (1) person fifty-five (55) years of age or older per Lot. Additionally, in order to provide for congenial adult occupancy of the property and for the protection of the value of the Lots, each Lot shall be only occupied by adult persons of the age of twenty-one (21) years and over. Minor children may be allowed to occupy any Lot when visiting or vacationing, but with time limits, pursuant to Rules and Regulations from time to time promulgated by the Association.

(a) The Association must verify the ages of Owners, members of the Owner's family or tenants who reside on the property, by requesting a Photo Copy of a driver's license, photo identification card or birth certificate.

(b) The Association hereby requires the Board of Directors to establish a Social and Recreational (S&R) committee to formulate and implement social and recreational programs and services for all residents with special attention to activities for senior citizens.

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Section 8. Limitation of Guests The Association has the right to charge reasonable admission fees and other charges for the use of any recreational facility or social events and to reasonably limit the number of guests.

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The undersigned certify that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was approved by the affirmative vote of at least 75% of the Association members by proxy or vote on January 26, 2000.

DOCUMENT

DESERT INN ESTATES OWNERS ASSOCIATION,

Frank A. Crawford, President

STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

On January 28, 2000, personally appeared before me, a notary public, Frank A. Crawford, personally known or proved to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the above instrument.

NOTARY PUBLIC in and for said County and State

EXHIBIT A

DESERT INN ESTATES OWNERS ASSOCIATION

LEGAL DESCRIPTION: Situated in the Las Vegas Valley Water District, County of Clark, State of Nevada, described as followed

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- LOTS 251 through 335, Block 01
 - LOTS 336 through 358, Block 14
 - LOTS 354 through 369, Block 15
 - LOTS 370 through 387, Block 16
 - LOTS 388 through 398, Block 17
 - LOTS 399 through 420, Block 18
 - LOTS 421 through 442, Block 19
 - LOTS 443 through 456, Block 20
 - LOTS 457 through 478, Block 21
 - LOTS 479 through 500, Block 22
- and Lots C and D in DESERT INN
ESTATES OWNERS ASSOCIATION 1

as shown by map thereof on file in
book 21 of Plats, page 9, in the
Office of the County Recorder of
Clark County, Nevada

- LOTS 501 through 524, Block K
- LOTS 525 through 548, Block M
- LOTS 549 through 570, Block N
- LOTS 571 through 594, Block P
- LOTS 595 through 618, Block Q
- LOTS 619 through 630, Block S
- LOTS 631 through 750, Block G
- LOTS 751 through 762, Block I
- LOTS 763 through 780, Block J
- LOTS 781 through 798, Block L
- LOTS 799 through 810, Block O
- LOTS 811 through 828, Block R

Lots E and F in DESERT INN
ESTATES OWNERS ASSOCIATION 2,
as shown by map thereof on file in
Book 24 of Plats, page 99, in the
Office of the County Recorder of
Clark County, Nevada

NOT AN EXHIBIT A

LEGAL DESCRIPTION: Situate in the Las Vegas Valley Water District, County of Clark, State of Nevada, described as follows:

The Northwest Quarter (NW 1/4) of Section 16, Township 21 South, Range 62 East, M.D.B. & M.;

EXCEPT therefrom the Westerly 352 feet of the Northerly 662 feet;

EXCEPT the interest in the West forty (40) feet of said land as conveyed to Clark County by Deed recorded August 1, 1951 as Document No. 373793 of Official Records, Clark County, Nevada, and

EXCEPT Lots 1 through 500 referred to in Desert Inn Estates Owners Association #1 as shown by map thereof on file in Book 21 of Plats page 9, in the Office of the County Recorder of Clark County, Nevada.

EXCEPT Lots 501 through 981, Desert Inn Estates Owners Association #2, in Book 24 of Plats, page 99 as Document No. 1062882, Book 1103 in Clark County, Nevada official records.

WHEN RECORDED, RETURN TO:

DESERT INN ESTATES OWNERS ASSOCIATION
5280 MUIR WOODS PARKWAY
LAS VEGAS, NEVADA 89122

invoice will be issued requiring payment within ten (10) days after mailing. If the invoice is not paid within thirty (30) days from the mailing, then action will be taken in accordance with the provisions of the D.C.C.R's Article VI, Section 5(a).

5. If a fine is imposed and the violation is not cured within 14 days or a longer period as 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 portions thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard. (NRS116-31031).

C. CLUBHOUSE (and Recreation Areas)

1. The Clubhouse will be open during all office hours and can be accessed by magnetic key, when office is closed from 8:00 a.m. to 11:00 p.m., daily. There will be no access to the Clubhouse from 11:00 p.m. to 7:00 a.m. Magnetic keys are available for sale to homeowners in the office. Owners and guests must have photo I.D. cards with them in all Recreational Areas.

2. Any member who witnesses destruction of Clubhouse or recreation area property or equipment and/or furnishings is obligated to report said act to Security. If any D.I.E.O.A. equipment or property is damaged by a member, his family or guests, that member is responsible for full payment of said damage within ten (10) days following such an act, and other penalties the Board may impose as described in Section B of these Rules & Regulations.

3. Minor guests (under the age of 21) in the Recreational Areas must be accompanied and supervised by the homeowner at all times.

4. All persons in the Pool Room area will abide by the posted rules.

5. Anyone breaking cue sticks, tearing felt, sitting on pool tables, or otherwise abusing the equipment will be responsible for full payment or repair of same and any other penalties the Board may impose as described under Section B of these Rules.

6. No profane language, boisterousness, lewd conduct, weapons or threatening people will be permitted in the Clubhouse or recreation areas.

7. Homeowners that disrupt a Board meeting will be asked to immediately leave the meeting and will receive a warning letter. The second time this occurs the homeowner will be fined and suspended from one meeting. Any further disruption will be met with an additional fine and suspended for two or more meetings. This will depend on the severity and flagrancy of the conduct.

8. Unless Clubhouse is under a Rental Agreement, Clubhouse furniture may not be moved with the exception of the folding tables and chairs and poker table.

9. All areas inside the Clubhouse are non-smoking.

10. No flammable objects are allowed in the Clubhouse, with the exception of candles on cakes in the tiled areas.

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11. Any and all activities or meetings to take place in clubhouse must be Board Approved.

D. SWIMMING POOLS (Recreational Area)

1. The Pools will be open from 6 a.m. to 11 p.m., Monday through Saturday, and 8 a.m. to 11 p.m. on Sunday during the swimming season unless otherwise posted. As there is no lifeguard on duty, SWIM AT YOUR OWN RISK (STATE LAW).

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2. Solo swimming (swimming alone when no other person in the immediate pool area) is prohibited by Clark County Health Department (NAC 444-276), when lifeguard not provided.

3. All posted rules will be obeyed. Guests must abide by the rules and it will be the responsibility of the homeowner to so inform them.

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4. All persons must shower before entering the pool. A re-shower before pool re-entry is required if suntan oil or sunscreen oil is used to sunbathe.

5. Any person having an apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease, shall be excluded from the pool. Spitting, spouting water and blowing nose in the pool, etc. are prohibited. Also, no smoking in the pool.

6. Children under 21 are permitted in the pool between 2:00 p.m. and 6:00 p.m. only and must be accompanied by a homeowner at all times.

7. Children ages four (4) and under are not allowed in the swimming pools or pool areas at any time. No diapers (adult or child) are allowed to be worn in the pools.

8. No wet bathing suits or towels are allowed in the Clubhouse except in the restroom/dressing room areas.

9. No alcoholic beverages are allowed in the pool area. All non-alcoholic beverages must be in plastic or aluminum containers. No consumption of food within 8 feet of the pool is allowed. You must clean up your own refuse.

10. Running, pushing, tag games or any other activity deemed unsafe will not be permitted. Diving or jumping into pool is also prohibited.

11. Noodles, water-exercise equipment and child-approved life preservers will be the ONLY buoyant objects permitted in the pools.

12. No loud playing of radios or any other musical device and no boisterous or lewd conduct will be permitted in or about the pool areas.

13. Attire will conform to conventional swimming suits. T-shirts over swim attire are allowed. No cutoffs.

14. Keep the pool gates and bathroom doors closed and locked at all times.

15. It is the responsibility of all persons present to see that the rules are obeyed for the safety of all. If a situation occurs, report it to the office, if open, or to any Officer or Director of the Association or a Security Guard.

16. No more than two guests per household are allowed in the pool areas unless more guests are approved by a Board member. A homeowner must be present in the pool areas at all times with guests.

17. Pool keys are for the exclusive use of homeowners and shall not be loaned to anyone.

18. Pool showers are for the exclusive use of homeowners and their guests consistent with paragraph 4 of this section. Pool showers shall not be used for bathing. Personal hygiene products including body soap and hair shampoo are prohibited in pool showers and restroom facilities.

NOTE: Any homeowner or registered resident who violates the pool area rules will lose all privileges to the swimming pool areas for a period not to exceed sixty (60) days)

E. SHUFFLEBOARD, HORSESHOE, BOCCE BALL and GOLF CAGE (Recreation Areas)

1. All equipment must be returned to the storage shed.
2. Children under 21 years of age are not permitted within the confines of this area at any time unless accompanied by the homeowner.

F. COMMON GROUNDS (Streets, RV lots, medians, recreational areas, park, and parking spaces at Clubhouse and south and north pools.)

1. All Common Grounds must be respected and cared for by all, since each owner owns a part thereof.
2. No signs are allowed on the Common Areas unless approved by the Board of Directors.
3. Minor guests under the age of 21 in these areas must be accompanied and supervised by the homeowner at all times.
4. The Association will not be responsible for loss of personal property in or about the Common Areas.

G. ANIMALS

1. No animals are allowed in any part of the Recreational Areas.
2. Pets are allowed on common grounds (excluding recreational areas) as long as they are on a maximum 6-foot leash. Owners must pick up after their pets and must have control of the leash at all times. No leashes over 6 feet long are allowed.
3. Animals are not allowed on the private properties of other members. Pets may not relieve themselves on other members' properties.
4. When walking on the median sidewalks, pets must be on a six-foot-maximum leash and controlled by the owner. Pet owners must pick up after their pets.
5. Desert Inn Estates allows no more than three (3) dogs and/or three (3) cats in a household. All residents must comply.
6. Persistent barking is prohibited. The Association retains the right to demand the removal of any pets that disturb or otherwise are detrimental to the health, safety, and welfare of other residents.
7. Feeding of stray animals and pigeons is absolutely prohibited.
8. No dog over 50 lbs. will be permitted in the common areas.

H. WASTING WATER

Wasting water is defined as:

1. Permitting water to run uncontrolled on the properties.
2. Permitting water to flood properties causing the overflow to run into the streets and/or under or through walls to adjoining properties.
3. Permitting water to run while washing cars, homes and sidewalks without a self-stopping nozzle attachment is considered wasting water. The following guidelines are suggested to conserve water:
 - a. Washing of vehicles on your property once per month.
 - b. Washing down of driveways and sidewalks every three months.
 - c. Washing the home twice per year.
4. All hoses must have a self-stopping nozzle attachment.

NOTES:

- a. Las Vegas Valley Water District assigns mandatory watering restrictions. We are in

group "E" and are allowed to use sprinkler systems, drip systems, and soaker hoses only on assigned days. Violators will be fined

b. Only licensed plumbers may repair the eight (8) inch water main and the line feeding into the house. Failure to comply will result in a fine.

I. GENERAL INFORMATION

1a. Trash should be put out on the street for pickup no earlier than noon the day prior to trash pickup. All empty containers must be removed from the street on the day of the trash pickup.

1b. Picking through homeowners trash containers or removing items from trash containers is prohibited. Removing bulk trash items on homeowner's curb without first obtaining the homeowner's permission is prohibited

2. The external burning of wood, paper, weeds, leaves, junk, garbage, etc. on any of the properties or common areas is strictly forbidden.

3. Outdoor wood burning stoves and fire pits must have a manufacturer-approved cover.

4. Obnoxious behavior and disturbing other neighbors will not be tolerated.

5. Complaints regarding the management of lots or actions of other owners shall be made in writing, signed, and forwarded to the Board of Directors. Complaint forms are available in the Clubhouse.

6. Carport/yard sales are scheduled twice a year by the Board of Directors. The Board may allow a sale in the case of, but not limited to:

- a. Death of an owner
- b. Hardship
- c. Moving to or from the premises
- d. Foreclosure

Application shall be made to the Board of Directors for approval at least two weeks before a sale is contemplated.

7. If you fail to pay your dues, after two months you will receive a letter and your water will be shut off and locked out. If you or anyone removes this lock or damages it in any way, you will be charged a fine.

8. Per DCCR's Article IX, Section 4 and NRS 116.31184, the Board of Directors adopted the following ANTI-BULLYING RULES:

a. An employee, officer or director of the Association, owner, tenant, or guest of an owner or tenant shall not willfully and without legal authority threaten, harass or otherwise engage in a course of conduct against any other person who an employee, officer, or director of the Association, another owner, tenant or a guest of an owner or tenant which (a) causes harm or serious emotional distress or the reasonable apprehension thereof, to that person; or (b) creates a hostile environment for that person. Such conduct shall be deemed to be an "offensive or detrimental" activity that creates a nuisance, and as such is a violation of Article IX, Section 4 of the DCCRs.

b. An Owner (registered resident) and/or occupant, while within and/or on the Common Properties may not engage in any noxious or offensive activity, or in a course of conduct that in the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance, or nuisance to vendors of the Association or vendors of other residents, the Association's employees, or other owners, tenants guests and/or invitees. Each owner (registered resident) shall be accountable to the Association and other owners and residents for the conduct and behavior of visiting children and other family members or persons residing in his/her lot, and shall also be accountable for the conduct of his/her guests or guests of his/her tenant.

J. VEHICLES

1. Reckless driving is prohibited.
2. Speed and stop signs in the Estates are for homeowner safety and must be observed. The speed limit of 15 mph will be enforced.
3. All parking regulations posted on the private streets, blank walls, fire hydrants and handicapped parking will be obeyed. Vehicles violating the Regulations will be subject to tow-away.
4. No vehicle shall be parked in such a manner as to impede or prevent ready access to another homeowner's carport or driveway without the homeowners authorization.
5. All vehicles must be properly parked in the direction of the flow of traffic. No parking on the sidewalk will be permitted.
6. No one is to park in front of another homeowner's property without the homeowner's authorization.
7. Recreational vehicles may not be parked on the street with the following exception: An unoccupied RV may be parked in front of a homeowner's/occupant's lot for pre-trip preparation and post-trip unloading and cleaning. Prior to an owner parking an RV on the street for more than 18 hours, the owner shall provide to the Association office notice of intent to park on the street for more than 18 hours. However, parking may not exceed seventy-two (72) hours. Abuse of this privilege will be subject to a fine and vehicle may be towed at owner expense.

8. An RV may not be used for entertainment, lodging, or as a substitute for housing within the Estates.

9. No overnight parking of any vehicle will be permitted in the Common Grounds area parking spaces without permission from the office or a Board Member.

10. All off-road vehicles, including ATV's and ATC's are strictly forbidden to be ridden anywhere in the Estates.

11. No bicycles, motorbikes, skateboards, roller skates, or other recreation equipment will be allowed on lawns or in the Recreational Areas at any time.

12. Bicycles may not be parked or ridden on sidewalks or in any manner endangering the safety of pedestrians. Bicycles must be ridden in the direction of traffic.

13. No vehicle of any kind may be parked on the Common Grounds unless properly and currently registered with the D.M.V.

14. No vehicle shall be parked on Bighorn Canyon Parkway, Muir Woods Parkway or on the common wall side of Tupelo, Ocala or Itasca Lanes.

15. All vehicles parked or stored on any street or lot must be in operable condition and have current registration.

16. No vehicles larger than a pick-up truck will be allowed to be parked on the streets for more than 72 hours, in any one-month period.

K. RENTING, LEASING AND SELLING

1. (a) Renting and Leasing the House: Owners of property prior to September 10, 2008, must ensure that their prospective renters register in the office with photo IDs prior to occupying the house; we then need a copy of the lease as soon as it is signed. No owner may rent or lease a property unless the tenant is informed of, and follows, all the Rules and Regulations prescribed for owners. Owners must inform the office if the privileges to the common areas have been transferred to the tenant. Lot owners are responsible for any violations by the renters or lessees.

NOTE: The owner must inform the Association office each time the property is rented. The name and proof of age (photo I.D.) of each occupant must be filed in the office by the tenant before taking occupancy. The owner's failure to do so will result in a fine.

2. Selling: It will be the responsibility of the owner and/or his/her agents to advise the new owner of the Covenants, Conditions and Restrictions involved in the purchase of property in the Estates.

L. SENIOR ESTATES

1. Renters & Lessees: To comply with the Housing and Urban Development (H.U.D.) regulations with regard to our classification as a Senior Development, this Association is required to make copies of the documents used to verify the ages of each renter or lessee and each member of the household. The copies will be kept under lock and key. The verification copies will be kept in the Association office files and will be kept current as changes are reported by the homeowners.

2. Children and/or guests of owners must be registered with the office and children will be permitted for a maximum of four (4) weeks visitation in any six (6) month period.

3. All new, prospective homeowners must register with photo IDs in the office, before closing on the property (when physically possible). After closing, a copy of the deed must be given to the office.

4. Any person, under the age of 55, but above 21, living in the home, must register at the office with a photo I.D. When a person, age 55 or over is NOT present, the under-age person can remain no more than four (4) weeks in a six (6) month period.

M. RECREATIONAL VEHICLES

There are two (2) RV lots in the Estates--the lot at the north end of Lost Hills with 24 spaces and the lot at the South end of Lost Hills with 23 spaces for a total of 47 spaces.

1. Each homeowner lot is allowed one (or, sometimes, two—see Note 2 below) RV space as long as they are available for his/her recreational vehicle. RV spaces are to be kept clean and in an orderly condition at all times by the person assigned to the space.

2. An RV space cannot be assigned until the owner presents the current registration, proof of insurance, and certificate of ownership to the office personnel and pays the required key deposit.

3. At the time a space is assigned, the homeowner must sign a "Release From Responsibility" form. This release includes fire, theft, damage or vandalism. All RV's and their contents parked in either RV lot shall be at the risk and responsibility of the owner of the RV.

4. The RV is to be parked only in the lot and space number assigned. Any unit parked in the RV lot must be in operable condition and ready to be moved in case of emergency. If any problems exist the owner will be notified and have ten (10) days to make any necessary repairs.

5. A vehicle in an RV lot must have a current license, tag or stickers. All unregistered vehicles will be towed at owner's expense.

6. When a resident moves from their home, their RV must be removed from the RV Lot. Key deposits will be refunded upon return of all keys.

7. Reassignment of spaces may be evaluated semi-annually. If asked to move to another space, you will be given seven (7) working days, exclusive of weekends and holidays, to do so. Spaces may not be changed or exchanged by a homeowner without approval from the office or from the Director responsible for the RV areas.

8. All requests for an RV space will be met as soon as possible if there are spaces available. If there are no spaces available, the homeowner's name will be placed on a waiting list.

9. Any violation of the RV Rules & Regulations may result in the RV owner losing his/her assigned space. After being given the opportunity to appear and be heard at a Board meeting, a decision will be reached by the Board members and the RV owner will be notified in writing.

10. Effective January 1, 2020, all residents using an RV space will be charged \$35 per month per space.

NOTE:

1. Any violation of these RV Rules & Regulations not corrected within 48 hours may result in removal of the RV at the homeowner's expense.
2. If space permits a resident may be allowed two (2) parking spaces in the RV Lots but they must keep in mind that if another resident needs a spot and none are available, the last person given a second spot will need to move their vehicle. Last in, first out, is the policy for people given two spaces.

N. ARCHITECTURAL

Supplementing the Covenants, Conditions and Restrictions, the following are requirements of Desert Inn Estates Owners Association. Nevada Manufactured Housing Division (NMHD) and Clark County Building Department must be consulted and required permits obtained by the homeowner prior to making changes to their residence/property, when necessary. All alterations, additions, improvements to owner's property will conform to existing codes and Desert Inn Estates Owners Association Rules and Regulations and Architectural Requirements.

1. Skirting: Hitches must be removed and all homes must be skirted within sixty (60) days after move in.

2. Carport Awnings: Carport awnings must be eleven (11) feet wide by thirty (30) feet long (minimum length) with acceptable building materials. Awnings must be installed within sixty (60) days after move in.

3. Patio Awnings: Installation must conform to NMHD guidelines and/or must be engineered by a licensed engineer and permits obtained from NMHD. Patio awnings must be eight (8) feet wide and twenty (20) feet long (minimum width and length) with acceptable building materials. Exceptions: Homes which are fourteen (14) feet wide placed on a forty-two (42) foot wide Lot must have a twenty (20) foot long (minimum length) and seven (7) foot wide (minimum width) patio awning to comply with side setback restrictions. Irregular Lots may require variations complying with County Code and must have the approval of the Architectural Committee and the Board of Directors. Awnings must be installed within sixty (60) days after move in.

4. Block Walls: The existing block walls may not be raised in height to exceed six (6) feet INCLUDING a 2" cap. Painting of block walls must be approved by the Architectural Committee. Nothing can be attached to the block walls. Free standing fencing or screening of any type in the back yard is prohibited. Homeowner has to have written permission from adjacent neighbors before submitting an architectural request to raise walls.

5. Fencing: Fence not exceeding the height of existing side walls can be installed with acceptable building materials. Decorative fencing will be permitted in front of a home and must consist of acceptable building materials.

6. Storage Sheds: Standard portable storage sheds of acceptable building material may be placed on the Lot but must be placed at least five (5) feet from both side and rear yard walls to conform to County setback restrictions. All sizes up to and including ten (10) feet by twelve (12) feet or 120 square feet are considered standard. Any shed that is not considered standard must first be approved by the Board of Directors and must also adhere to the following requirements:

- a. A permit must be obtained from Clark County, when necessary.
- b. There must be a 5' clearance from all walls--both sides and back walls.
- c. The shed cannot be attached to the house--must be free-standing.
- d. Approval must be obtained from the Manufactured Housing Div. of Clark County.

7. Homes: Prior approval must be obtained from the Architectural Committee and Board of Directors for placement of all homes in Desert Inn Estates Owners Association.

8. Mailbox: Mailbox, preferably black, is to be installed so that the bottom of the box is forty-two (42) inches from the ground. The box should be rural type, front opening and should be set so that the front of the box is even with the inside edge of the sidewalk. The Postal Service has determined where the box must be placed.

9. Addresses: All homes must have address displayed and clearly visible from the street.

10. Outside Storage: Outside storage is prohibited. No refrigerators, freezers, appliances or indoor furniture may be stored in garages or on porches. Only patio furniture and barbeque grills will be allowed.

11. Lots must be landscaped and free of weeds and unkempt grass. Trees must be kept trimmed and free of dead branches. Failure to properly maintain landscaping and trees may result in the Association taking corrective action at the homeowner's expense.

12. Damage Caused By Tree Roots: Lot owners are responsible for any damage and repair to the common property or adjacent Lot owners' walls or water lines caused by roots.

13. Security Light Pole: All homeowners are required to maintain a security light in good working order illuminated nightly. Only white or clear light bulbs may be used. Electricity should stay on for security purposes. Poles may be decorated with lights for the Christmas season only.

14. Christmas Decorations: Christmas decorations can be put up beginning on November 1. Decorations must be removed by January 31 of the following year.

15. Other Holiday Decorations: Other holiday decorations, including hanging lights, lighted decorations, or inflatables may be put up twenty days (20 days) before the holiday and removed five (5) days after the holiday (excluding Christmas). Seasonal décor is allowed within the season.

16. Condemned Units, Structures, Additions: All structures "Condemned" by NMHD or Clark County Code Enforcement will be repaired/removed/upgraded so that it is habitable and the cause of the condemnation is cured within 120 days of Publicly Displayed "Condemned" notice.

17. The perimeter security block wall is community property. The Board of Directors manages and maintains the perimeter wall. Lot owners whose property abuts the perimeter fence shall grant access to HOA officers and maintenance personnel with reasonable notice, except for emergency repairs when immediate access is required.

18. Display of Flags and Political Signs

a. Lot owners may display the flag of the United States or the State of Nevada or the official flag of the United States Army, Navy, Marines, Coast Guard, Air Force or Space Force, consistent with NRS §116.320 and its successor revisions, providing that the placement and manner of display of the flag(s) is preapproved by the HOA Board of Directors. A Flag Display Pre-Approval form is available in the HOA office.

NOTICE

b. Political signs may be exhibited consistent with Desert Inn Estates Owners Association Amended and Restated Declaration of Covenants, Conditions and Restrictions Article IX (Miscellaneous Covenants) Section 3 and NRS §116.325 and its successor revisions. No sign can contain disparaging, defamatory, discriminatory or vulgar language, symbols, artwork, images or likeness.

19. General Architectural Information:

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a. Any changes or deviation in architectural design from the above list of requirements given to you and signed by you and further described in Article VIII of the D.C.C.R.'s must be submitted in writing to the Architectural Committee and APPROVED BEFORE proceeding with the work.

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b. After approval of the Board of Directors, work must begin within sixty (60) days and be completed within ninety (90) days. If work is not completed within ninety (90) days, a new request must be submitted for a 30-day extension. If work is still not completed, then all previous work must be dismantled and a new request submitted, and/or a fine will be assessed. Exception: Installation of a new mobile home must be completed within four (4) months of Board approval. If not, a new request or a request for an extension of time must be submitted.

c. Regarding all work that has been started without a written approval from the Board, a fine may be assessed and/or a stop order will be issued to the homeowner. At that time, after a written Pre-Architectural Request is submitted, the Board may grant approval to go forward with the work or demand that all work previously started be removed to the original topography within sixty (60) days or another fine will be assessed.

SCHEDULE OF ASSESSMENTS FOR

VIOLATIONS OF THE DCCRs and RULES & REGULATIONS

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1. When the Board determines that a violation exists, all options will be considered prior to making any decision based on the evidence available. These options are as follows:

- a. Suspension of member's and members of the household rights and privileges for use of the common areas and recreational facilities.
- b. Damage to be repaired at member's expense.
- c. Assess/Fines
- d. Any combination of the above.

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2. If a fine is imposed and the violation is not cured within fourteen (14) days, or a longer period as 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 seven (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. NRS 16.31031, Section 2.

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3. If you fail to pay your dues, after two months you will receive a letter and your water will be shut off and locked out. If you or anyone removes this lock or damages it in any way you will be charged.

4. If a fine is determined to be the appropriate action as determined by the Board, the amount assessed will be automatically doubled for any repeat of the same violation within a six (6) month period.

5. The fines below have been approved by the Board to enable consistency for all residents. However, Assessments for infractions of D.C.C.R.s are not limited to only the violations listed below and may be imposed when the Board deems it necessary.

ASSESSMENTS (are per incident unless listed otherwise and refer to item numbers listed in Rules & Regulations):

SECTION C – CLUBHOUSE

4. Not abiding by posted rules in Pool Room area.	\$100
5. Breaking cue sticks, tearing felt, etc.	\$100
6. Profane language, boisterous, lewd conduct, etc.	\$100
7. Disruption of Board Meeting	\$100
8. Moving of furniture without approval	\$ 50
9. Smoking inside the Clubhouse	\$100
10. Flammable objects	\$100
11. Unscheduled Activity in clubhouse	\$100

SECTION D – SWIMMING POOLS (and Recreation Areas)

2. Solo swimming	\$100
3. Breaking of posted rules	\$100
4. Not showering before entering pools	\$ 50
5. Entering pool with skin disease, cold, etc.	\$100
6. Persons under 21 years without registered resident.	
Also, children four and under using the pools at any time.	\$100
7. Persons under 21 swimming at times other than 2 – 6 p.m.	\$ 50
8. Wet bathing suits or towels in Clubhouse	\$ 25
9. Alcoholic beverages in pool areas.	\$100
10. Running, pushing around pools and/or diving or jumping into pool	\$ 50
11. Pool toys other than noodles, exercise equip., and life preservers	\$ 50
12. Loud radios, etc. or boisterous behavior	\$100
13. Not wearing proper swimming attire in pools	\$ 50
14. Not closing/locking pool gates	\$ 50
15. More than 2 guests per homeowner in pool areas	\$100 per excessive guest
16. Homeowner not present with guests in pool areas	\$100 per incident
17. Loaning of pool key	\$100 per incident.
18. Misuse of pool showers or restrooms	\$100 per incident.

SECTION E. SHUFFLEBOARD, HORESHOE, BOCCE BALL AND GOLF CAGE, etc.

1. All equipment not returned to storage shed.	\$ 50
2. Children under 21 in recreation areas without homeowner	\$ 50

SECTION F - COMMON GROUNDS:

1. Disrespectful behavior towards common grounds	\$100 and repair of any damage
2. An unapproved sign put up in Common Grounds area	\$ 50
3. Minor guests (under the age of 21) without homeowner	\$ 50
4. Any violation affecting the health, safety or welfare of a member	\$500 to \$5000

SECTION G - ANIMALS & PETS: Note: If the violation assessment is a combination of any of those listed below, the assessment will be based on the violation and not a combination thereof.

1. a. Animal/pet in any part of the swimming pool areas.	\$ 75
b. Animal/pet in any recreational areas	\$ 75
2. Pet out of your yard without a 6-foot maximum leash.	\$100
3. Resident permits his/her animal to relieve itself on other peoples' property.	\$100
4. Animal relieves itself on common grounds and animal's waste is not picked up by the resident.	\$100
5. More than three (3) dogs and/or cats in a home.	\$50 per week
6. Dogs weighing over 50 pounds in common area	\$100 per incident
7. Persistent barking	\$100 per animal
8. Pets left outside when owner not home, overnight or in extreme heat	\$100 per animal
9. Feeding pigeons or stray animals (not pets)	\$50

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SECTION H - WASTING WATER

- 1&2. Permitting water to run uncontrolled on flood properties \$100
3&4. Permitting water to run while washing cars, homes, and sidewalks
without a self-stopping nozzle attachment, or caused by broken sprinklers \$100
5. Damaging or removing a water shutoff valve. \$100
6. Unlicensed plumber working on 8" water main lines (see Notes b.) \$100
Note a. Not adhering to watering restrictions \$100
Note b. Not using licensed plumbers when working on water mains \$100

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SECTION I - GENERAL INFORMATION

1. Trash put out too early or cans left out in street after pick-up date \$ 50
2. Rummaging through trash containers or removing items from trash \$100 per
containers incident.
3. Removing bulk trash items without homeowner's permission. \$100 per
incident.
4. The burning of wood, paper, weeds, leaves, junk, garbage, etc. on any \$100
properties in the Estates, except as provided in DCCRs.
5. Outdoor wood-burning stove without manufacturer-approved cover \$100
6. Disturbing neighbors with obnoxious behavior and/or smoke \$ 50
7. Any resident having a carport/yard sale without the Board approval. \$100
8. Running a business from a property, which brings traffic into community \$100
9. Any form of bullying as described in DCCRs and Rules & Regs \$100
10. Public display of prohibited or political signs, billboard or flag. \$100

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SECTION J - VEHICLES (All fines per occurrence)

1. Reckless driving \$100
2. Failure to observe the Speed Limit or STOP signs in the Estates \$100
3. Ignoring parking regulations on private streets, blank walls, fire hydrants and
Handicapped parking. This includes parking in front of someone else's
property without their permission. \$100
4. Vehicles parked in a manner preventing access to a carport or driveway
without permission of homeowner. \$ 50
5. Vehicles not parked in the direction of the flow of traffic \$ 50
6. Parking in front of another homeowner's property without consent \$ 50
7. Parking of RV on street for more than 72 hours RV will be towed at owner's expense
8. Using RV for entertainment, lodging, or substitute housing \$100
9. Overnight parking on Common Grounds without Board permission \$ 50
10. Off-road vehicles (including ATC's & ATV's) ridden anywhere in the Estates \$ 50
11. Bikes, motorbikes, skateboards, roller skates, etc. on lawns or in any
Recreation Area \$50
12. A bicycle ridden on sidewalks and/or common grounds or in a manner
endangering the safety of pedestrians, or a bicycle ridden against

the flow of traffic

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| 13. Vehicle without current DMV registration parked on Common Grounds | \$100 |
| 14. Parking on Big Horn Canyon/Muir Woods or common wall side of Tupelo, Ocala and/or Itasca Lanes | \$ 50 |
| 15. Vehicle parked/stored on any lot or street without being in operable condition and/or without current registration | \$ 50 |
| 16. Parking large vehicle on street for more than 72 hours | \$ 50 |
- Vehicle will be towed at owner's expense

SECTION K - RENTERTINES:

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|--|--------------|
| 1. Homes and/or rooms rented illegally after 2008, per DCCR amendment. | \$100 / week |
| 2. Failing to inform the office each time the property is rented with the name, proof of age and rental agreement. | \$100 / week |

SECTION L - SENIOR ESTATES

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|---|-------------------------|
| 1. Children, as guests of homeowners, exceeding the maximum of four (4) weeks visitation in any six (6) month period. | \$100 / week per child |
| 2. Failure to register with photo ID in the office before closing (or before moving in for renters) | \$100 / week |
| 3. Person under the age of 55 staying in home without person of age 55 or older in home for more than 4 weeks in 6-month period | \$100 / week per person |

SECTION M - RECREATIONAL VEHICLES

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|---|--------------|
| 1. RV parked in wrong space and or inoperable | \$ 50 |
| 2. RV must have current license, tag/sticker | \$ 50 |
| 3. Resident moves without removing RV from lot | \$100 / week |
| 4. Not moving vehicle when Board/Office gives you 7 days to do so | \$ 50 |

SECTION N. ARCHITECTURAL

- | | |
|--|--------------|
| 1. Lack of skirting | \$ 50 / week |
| 2. Unacceptable carport awning | \$ 50 / week |
| 3. Unacceptable patio awning | \$ 50 / week |
| 4. Raising block wall without Board and/or neighbor's approval, painting wall, attaching something to block wall | \$ 50 / week |
| 5. Fence higher than wall or made with unacceptable material and/or without Board approval | \$ 50 / week |
| 6. Unacceptable storage shed (see info in N-6 of Rules) | \$ 50 / week |
| 7. Placement of new home without Board approval | \$100 / week |
| 8. Unacceptable outside storage | \$ 50 / week |
| 9. Addresses not displayed on home | \$ 50 / week |
| 10. Tree root damage | \$ 50 / week |
| 11. Security light pole not working and/or not up to standards | \$ 50 / week |

- | | |
|--|--------------|
| 12. Any holiday decorations put up to early or taken down too late | \$ 50 / week |
| 13. If after Architectural approval, work is not done on time | \$ 50 / week |
| 14. Work started without Architectural Committee written approval | \$ 50 / week |
| 15. Building materials, junk, debris, rubbish kept on lot | \$ 50 / week |
| 16. Landscaping not maintained, trees not trimmed. | \$ 50 / week |

NOTE: (a) These Rules and Regulations and Assessments supersede all previous Rules and Regulations and Assessments (and revisions).

(b) All Rules and Regulations are provisional and subject to revision by the Board of Directors.

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S & R COMMITTEE GUIDELINES

1. S&R Activities

- DOCUMENT**
- A. Major activity dates to be decided by the S&R Committee.
 - B. Major activities will supercede ALL other activities in the following manner:
Set up (as needed) will be one (1) day prior to the activity.
 - C. Calendar will be posted in the monthly RoadRunner.

2. Selection of S&R Chairperson & Committee:

- A. S&R Committee Chairperson will be appointed by the Board for a 1 year term.
- B. Chairperson will select supporting officers of the S&R Committee.
- C. Activity Chairpersons over major activities are selected as needed.

3. Revenues:

- A. All income to the S&R Committee is the responsibility of the S&R Chairperson to turn in for deposit.
- B. The Board of Directors will support the S&R Committee with required funds for special Board-selected activities.

4. Expenditures:

- A. All expenditures will be approved by the S&R Chairperson, the Board and his/her committee for each activity.
- B. Two Board of Director Signatures are required for S&R checks.
- C. Appropriate receipts and banking records will be kept in the Association office.
- D. A monthly financial report will be given to the S&R Chairperson.

5. Homeowners:

- A. Homeowners are responsible for all guests invited to S&R functions.

B. Guest will not be allowed at S&R Committee meetings.

C. Invited guests are allowed to attend S&R functions and other informal Association activities unless otherwise notified. (Proper decorum is expected at all times)

D. Non-residents are not allowed to direct, guide, lead, or manage S&R functions.

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6. Committee Membership:

A. All association members who are in good standings are welcome to serve on S&R Committee.

B. A Board of Director member will be the liaison between the Board and the S&R Committee.

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BYLAWS OF
DESERT INN ESTATES OWNERS ASSOCIATION
December 2025

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ARTICLE I – HOME AND LOCATION

The name of the Corporation is Desert Inn Estates Owners Association. The principal office of the Association shall be located at the Desert Inn Estates clubhouse, 5280 Muir Woods Parkway, Las Vegas, Nevada 89122. All meetings of the Members and Directors may be held at that location. Any change of a meeting site further than ten miles from the Desert Inn Estates must be approved by a majority of Members attending a monthly executive meeting or a special Homeowners Meeting.

ARTICLE II – DEFINITIONS

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- Section 1. "Association" shall mean and refer to Desert Inn Estates Owners Association, a not-for-profit Corporation.
- Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3. "Common Properties" shall mean and refer to those areas of land designated as Common Areas on the Properties owned by the Association for the common use and enjoyment of the Owners.
- Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Properties as heretofore defined.
- Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the Mortgage, shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to the foreclosure or any proceeding in lieu of foreclosure.
- Section 6. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and any supplemental Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Recorder of Clark County, Nevada.
- Section 7. "Member" shall mean and refer to all those owners who are Members of the Association as provided in Article III, Section 1 of the Declaration.

ARTICLE III – MEMBERSHIP AND RIGHTS THEREOF

Section 1.

Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.

The Association shall have one class of voting Membership. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine. Refer to Article III, Section 2 of the Declaration.

Section 3.

Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may delegate their right of enjoyment of the Common Area and facilities to members of their family who reside with them or to the tenants or contract purchasers who reside on the Lot, provided that no Member shall be reimbursed for any privilege which they may delegate or grant to others by virtue of their Membership. Any Member who delegates their right of enjoyment to tenants or contract purchasers shall forfeit their right of enjoyment during such delegation.

Section 4. Suspension of Membership

During any period in which a Member or members of the household shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the recreational facilities of such Member shall be suspended until such assessment has been paid. Such rights of a member and members of the household may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for the violation of any rules and regulations established by the Board of Directors governing the Common Ground Areas and facilities.

ARTICLE IV – MEETING OF MEMBERS

Section 1. Annual Meeting

Part (a) Election of Directors

Election of Members to the Board of Directors will be held on the third Tuesday of March.

Part (b) Special Membership Meeting

A Membership Meeting will be held seven (7) days after the election. If the day of the meeting is a legal holiday, the Membership meeting will be held on the first weekday following the legal holiday. The Membership Meeting shall include, but not be limited to, presentation of the current Board of Directors and a brief list of the accomplishments and improvements of the previous year.

Section 2. Special Meetings

Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or by a written petition filed by ten percent (10%) of all the votes of the Membership.

Section 3. Notice of Meetings

The notice of any Membership or open Board meeting must be sent not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The notice of the meeting must include:

- a. The date, time and place of the meeting.
- b. A copy of the agenda for the meeting.
- c. Notify each Owner of the right to have a copy of the minutes provided upon request if the Member pays the Association for the cost of the preparation.
- d. Inform each Lot Owner of their right to speak at any such meeting of the Association or the Board of Directors meeting, unless the Board is meeting in Executive Session.

Section 4. Meeting Agenda

The agenda for the meeting must consist of:

- a. A clear and complete statement of the topics scheduled to be considered during the meeting including, without limitation, any proposed amendment to the Declaration, Bylaws and/or Rules and Regulations; any fees or assessments to be imposed or increased by the Association, any budgetary change, or any proposal to remove a Director of the Executive Board.
- b. A period devoted to comments by Members and discussion on those comments. Each Member wishing to be heard will generally be limited to two (2) minutes of speaking time on each topic.
- c. A period not to exceed twenty (20) minutes shall be devoted to Member questions and comments which will be held at the beginning of each meeting. Time will be allotted to each Member based on the number of Members who want to speak. Members will generally be limited to a two-minute maximum.
- d. Except in emergencies, no action may be taken upon a matter not on the agenda or on an amended agenda posted in the Clubhouse not less than ten (10) days prior to the meeting.
- e. The agenda must state whether an item is to be voted on by the Membership.

Section 5. Quorum of Voting Requirements

- a. A quorum of the Board of Directors is present for purposes of Board voting if at least half of the Board Members entitled to cast votes are present in person or by proxy for each vote.
- b. Except as otherwise provided in this Section, a quorum is present throughout any meeting of the Association if persons entitled to cast twenty (20) percent of the Association's total membership are present in person or by proxy at the beginning of the meeting.

- c. The number of Lot Owners voting for any item requiring a clubhouse voting day will be considered a quorum. A clubhouse voting day is defined as:
The Member's right to cast a secret ballot.
2. The opportunity for Members to vote at the clubhouse between 7 a.m. to 12 noon and 3 p.m. to 7 p.m.
 3. A public counting of the votes following the close of the polls.
 4. All requirements for notification, agenda and homeowners meetings must be followed.

- d. A quorum will consist of the number of Members voting to move the site of any future meeting further than ten (10) miles from the clubhouse.
- e. The following items require the approval of 2/3 of all Lot owners:
1. Mergers.
 2. The borrowing of money to improve the common grounds.
 3. Transfer of common property.
 4. Monthly assessment of greater than 10% over the prior year's assessment (temporary or permanent).
 5. Any special assessment for capital improvement.

Section 6. Proxy Procedure

- a. A Lot Owner(s) may give a proxy to an immediate family member, another Lot Owner or a tenant who resides in the Association Community.
- b. A proxy must be dated and signed by a majority of the Owners of the Lot who are executing the proxy.
- c. Designate the votes that must be cast on behalf of the Owner(s) who executed the proxy.
- d. A proxy will be valid for one (1) meeting only.
- e. A copy must be filed with the Board Secretary prior to the meeting.
- f. At the beginning of the meeting for which the proxy is to be executed, the holder must disclose the number of proxies held.
- g. A Lot Owner(s) may revoke a proxy by filling a written and dated revocation with the office secretary and obtain a copy for Owner(s) records.
- h. The Lot Owner(s) must notify the person presiding over the meeting that the proxy executed for that meeting is revoked.
- i. A proxy cannot be utilized at the Annual Election of Members to the Board.

Section 7. Minutes

Written minutes of Board and Homeowners meetings will be posted on the clubhouse bulletin board within thirty (30) days of meetings. Upon request, and payment of the cost to prepare, each Member has the right to receive a copy of the minutes or a summary of the minutes of all meetings, except Executive meetings of the Board of Directors. Minutes of the last Board and Homeowners meetings for approval by the Board of Directors does not have to be read aloud by the Board Secretary and instead may be made available to homeowners in printed form at the time of the Board meeting.

ARTICLE V – BOARD OF DIRECTORS REMOVAL AND COMPENSATION

Section 1. Removal

- a. Any Director may be removed from the Board by a vote of the Members of the Association. Article IV, Section 5b and c of the Bylaws, as per NRS 116.31036, Section 1.
- b. A Director is automatically removed from the Board after missing three (3) consecutive monthly Board meetings.
- c. A Director may be removed from the Board by a majority vote of the Directors at an Executive Meeting for inciting physical violence to any member.
- d. In the event of death, resignation or removal of a Director, the successor shall be selected by the remaining Members of the Board in Executive Session. The Board may accept applications for the position of Director. The appointee(s) shall serve for the unexpired term of the vacant seat(s) on the Board.

Section 2. Compensation

No Director shall receive compensation for a service they render to the Association as a Director. No Director shall receive compensation directly or indirectly from the Association by contract, wage, hire, or by any other means, nor from any vendor or contractor who may be doing business with the Association while said Director is a Member of the Board. Directors may be reimbursed for expenses incurred in the performance of their duties. No two persons from the same family shall be employed by the Association. No Director shall be authorized to write checks payable to a relative or hold the office of Treasurer or President of the Association if a relative is an employee of the Association.

ARTICLE VI – NOMINATION AND ELECTION OF DIRECTORS

Section 1. Number of Directors

The affairs of the Association shall be managed by a Board of not less than five (5) Directors who must be resident Members of the Association. Only one Member from each Lot may serve on the Board at the same time.

Section 2. Term of Office

Election to the Board shall be for a term of two (2) years.

Section 3. Nominating Committee

The Board of Directors will appoint a Nominating Committee Chairman who will then form a committee to accept names submitted for nomination to fill open positions on the Board of Directors. The annual Nominating meeting will be held on the second Tuesday of February following the Board Meeting. The Chairman of the Nominating Committee will also accept nominations from the floor. A Member must be in good standing in order to be placed on the ballot. A description of the duties of the Board of Directors will

be available at the Association office. Nominees will prepare and submit within six (6) days a brief resume/statement for publication in the Roadrunner.

Section 4. Nomination

Candidates may be nominated by Members of the Board, the Nominating Committee or from the floor at the Nominating Meeting. All Members must be advised of their right to run for the Board at least thirty (30) days prior to the Nominating Meeting.

Section 5. Meet the Candidates Meeting

During the first week of March, a "Meet the Candidates" meeting will be held to acquaint the Members with the candidates. The Election Committee Chairperson shall coordinate this meeting.

Section 6. Election Committee

The Board of Directors will appoint a Chairman of the Election Committee. The Election Committee Chairman will form a committee to conduct the election and count the votes. There will be an open count of the votes at the clubhouse.

Section 7. Orientation Meeting

The Board of Directors will meet with the nominees, at a time convenient to all, before and after the election to acquaint the nominees with the documents, duties, procedures and other requirements necessary to conduct the business of the Association. An additional orientation meeting will be held for newly elected Directors within thirty (30) days of the election.

Section 8. Election

- a. A notice of election, a secret ballot and a return envelope will be sent by U.S. mail to each Lot address within the Estates, or to the address designated in writing by the Lot Owner, or to the last recorded address.
- b. Secret ballots must be returned to the office by mail or hand delivery no later than the close of business of the third Tuesday of March.
- c. A ballot will be invalid if received late, cannot be verified, Member not in good standing, or the selection of candidates exceeds the number of positions open.
- d. Ballots will be verified and counted at the clubhouse at 7:00 p.m. on election day. All Members are encouraged to observe.
- e. A tie between nominees after ballots are counted and verified shall be resolved by majority vote of the Board of Directors present immediately after a tied vote is declared by the Chairman of the Election Committee.

ARTICLE VII – MEETINGS OF DIRECTORS

Section 1. Executive Meetings

- a. An Executive Meeting may be called in case of extreme emergency.

- b. Regular meetings of the Board of Directors shall be held on the second Tuesday of the month at 7:00 p.m. in the clubhouse. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next weekday after the holiday. All regular Board of Director meetings must follow the procedure of Article IV, Section 3, 4, and 5a of the Bylaws.
- c. The President of the Board of Directors may, for cause, cancel a regularly scheduled monthly meeting of the Board of Directors by introducing a motion to cancel such meeting and approval by a majority of the Directors present.

Section 2. Emergency Executive Meeting

a. Executive Sessions of the Board of Directors may be called at any time by the President of the Board or by any two Directors, after not less than three (3) days notice to each Director or by the three (3) day notice being waived by a majority vote prior to the meeting. Should a Board member be unable to attend, the Director may vote by a written dated and signed statement provided before the meeting.

The Board of Directors may meet in Executive Session to:

1. Consult with the attorney for the Association on matters relating to proposed or pending litigation.
2. Discuss matters relating to personnel.
3. Discuss a violation of the governing documents of the Association alleged to have been committed by a Lot Owner. The Lot Owner may have the right to speak at this meeting and, upon request, receive a copy of those minutes pertaining to the violation.
4. Any matter discussed in Executive Session must be generally noted in the minutes of the Executive meeting of the Board.

Section 3. Action Taken Without a Meeting

The Directors shall have the right to take any action needed in case of an emergency without a meeting. Such actions need a majority vote of the Directors and shall be included in the minutes of the next Board meeting. The Directors shall have the right to take any action needed for the day-to-day operations without a meeting.

ARTICLE VIII – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers

The Board of Directors shall have the power to:

- a. Adopt, amend and publish the Bylaws and the Rules and Regulations governing the use of the Common Properties, the personal conduct of the Members and their guest(s) thereon and to establish penalties for violations.
- b. Make contracts and incur liabilities.
- c. Adopt and amend budgets for revenues, expenditures and reserves.
- d. Hire and discharge employees.
- e. Regulate the use, maintenance and repair of the Common Properties.

- f. Impose reasonable charges for the preparation and recording of documents for filing liens.
- g. Ensure that all fines for violations do not show bias.
- h. Declare the office of a Board Member to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- i. Ensure that the Association adheres to the laws of the State of Nevada, Clark County, H.U.D. and all other governmental regulations that apply.
- j. Direct the removal of vehicles improperly parked on Common Grounds.
- k. Cause additional improvements to be made as part of the common elements.
- l. Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association.
- m. Exercise any other powers necessary and proper for the governance and operation of the Association.
- n. Have the power to act in all instances on behalf of the Association within the confines of the Declaration and the Bylaws.
- o. The Board of Directors is required to exercise good and fair business judgment in their duties.

Section 2. Duties

- a. Prepare a budget for the fiscal year and adhere to that budget barring unforeseen circumstances.
- b. Cause an audit to be conducted each year.
- c. Keep a complete and written record of all its acts and corporate affairs. Such records shall be available to all Association Members upon request. A reasonable fee shall be charged for preparation and labor.
- d. All contacts with the Association attorney(s) must be approved by a majority of the Board and limited to Association business. The Board shall be advised of the legal opinions being sought and will prepare the questions to be presented to ensure time-cost effectiveness. All Board Members shall be given the opportunity to participate in the conference. All conversations with the attorney(s) must be recorded and a complete written record made. The attorney(s) advice may not supersede our governing documents.
- e. Hire and supervise all employees of the Association and ensure that their duties are properly performed.
- f. Fix the amount of the annual assessment against each Lot for the following year.
- g. Procure and maintain adequate liability and hazard insurance on property owned by the Association. Ensure that all taxes are paid when due.
- h. Each Member of the Board of Directors shall, within thirty (30) days after appointment or election, certify in writing that they have read and understand the governing documents of the Association and the NRS 116's to the best of their ability.
- i. Ensure that all Directors adhere to these documents.

ARTICLE IX – OFFICERS OF THE BOARD OF DIRECTORS & THEIR DUTIES

Section 1. Enumeration of Officers

The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer who shall at all times be Members of the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices.

Section 2. Election of Officers

The election of officers shall take place before the first meeting of the Board of Directors following each annual election meeting. Each officer shall hold office for one (1) year unless they resign or are removed.

Section 3. Resignation or Removal

Any officer may be removed from office by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

Section 4. Vacancies

A vacancy in any office may be filled by appointment by the Board. The Director appointed to such vacancy shall serve for the remainder of the term of the Director replaced.

Section 5. Duties

The duties of the officers are as follows:

- a. **President:**
The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board and Association are carried out; shall sign all leases, mortgages, deeds, and other written instruments involving the Common Areas or facilities and shall co-sign promissory notes and all contracts. Three bids must be submitted prior to accepting a final contract.
- b. **Vice President:**
The Vice President shall act in the place of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such duties as may be required by him/her by the Board.
- c. **Secretary:**
The Secretary shall record the votes and keep complete and accurate minutes of all meetings and proceedings of the Board and the Members; be responsible for the corporate Seal of the Association and affix on all papers requiring such seal; serve notice of meetings of the Board and the Members; keep appropriate records identifying the Members of the Association together with their addresses and proof of age eligibility and shall perform such other duties as required by the Board.

ARTICLE X – COMMITTEES

To ensure compliance with the laws and documents that govern this Association, the Board shall at all times have the following committees:

a. Architectural Committee

This committee will conform to Article VIII of the Declaration.

b. Social & Recreational Committee

This committee will provide the services mandated but not limited to the laws that govern our senior status. The Board shall appoint a chairperson from the Association Membership.

c. Election Nominating Committee

This committee will conform with Article IV of the Bylaws. The Board shall appoint a chairperson from the Association Membership.

d. Standing and Ad Hoc Committees

Standing committees shall include, but not be limited to, the Social & Recreational Committee and the Architectural Committee. Ad Hoc committees may be convened at any time for a specific purpose and serve at the direction of the Board. All Members are entitled to full participation in committees. The Board shall provide guidelines for these committees.

ARTICLE XI – BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member of the Association. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII – ASSESSMENTS

Assessments shall be imposed and governed by Article VI, Section 1 through 11 in the Declaration.

ARTICLE XIII – CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Desert Inn Estates Owners Association". The seal must be kept in a secured locked box in the Association office located at 5280 Muir Woods Parkway, Las Vegas, NV 89122. The keys to the box will remain in the custody of the Secretary and the President of the Association. Should the Secretary become unable to perform his/her duties, the Board will appoint an interim Secretary.

ARTICLE XIV – AMENDMENTS

Section 1.
These Bylaws may be amended following Article IV, Section 1. (j) 1. through 6. of the Declaration.

Section 2.

In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles will control, and in the case of any conflict between the Bylaws and the D.C.C.R.'s, the D.C.C.R.'s will control. In case of any conflict between the Bylaws and the NRS 116's, the NRS 116's will control.

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OFFICIAL

ARTICLE XV – MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end the thirty-first day of December of every year.

DOCUMENT
ARTICLE XVI – NOTICE OF SALE OR LEASE

Each owner shall notify the Association of the names, and proof of age, of all persons to whom they sold, leased, rented, or is occupying their Lot and whether or not they have assigned all their rights to use facilities of the Association to the occupant.

ARTICLE XVII – AMENDMENTS TO DECLARATION

The President and/or the Secretary of the Association shall be entitled to prepare, execute, certify and record any amendment to the Declaration once approved by the Membership of the Association in accordance with the Association's governing documents D.C.C.R.'s, Article X, Section 1.